

72.6.1.1.2. Where Sprint has control of directory listings for NXX codes containing ported numbers, Sprint shall maintain entries for ported numbers as specified by CLEC.

72.6.2. Sprint OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996, Editor - Nortel.

72.7. Number Reservation. When a subscriber ports to another service provider and has previously secured, via a tariffed offering, a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider. However, Sprint will not port vacant numbers.

PART H - LOCAL NUMBER PORTABILITY

73. INTRODUCTION

- 73.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum. To the extent consistent with the FCC and Industry rules as amended from time to time, the requirements for LNP shall include the following:
- 73.1.1. Subscribers must be able to change local service providers and retain the same telephone number(s) within the serving wire center utilizing the portability method in effect within the porting MSA, as offered by the porting carrier, and within the area of portability as defined by the FCC or state commission having jurisdiction over this Agreement.
 - 73.1.2. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 73.1.3. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable offices which have direct trunks to the given switch.
 - 73.1.4. When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the subscriber only in states where appropriate charges from Sprint tariffs are executed for reserved numbers.
 - 73.1.5. NXX Availability. Not all NXXs in each CO may be available for porting.
 - 73.1.6. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
 - 73.1.7. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 73.1.8. Mass Calling Events. Parties will notify each other at least seven (7) days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable state or federal regulatory requirements developed for mass calling numbers.

74. TRANSITION FROM INP TO LNP

- 74.1. Existing INP Arrangements. As Sprint provisions LNP according to the industry schedule in a Wire Center/Central Office, there will be a maximum of a ninety (90) day transition from INP to LNP. At that time, the CLEC will be required to fully implement LNP according to industry standards.
- 74.2. Once LNP is available in an area, all new portability will be LNP and INP will no longer be offered.

75. TESTING

- 75.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 75.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, §32 of the agreement.
- 75.3. CLEC must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a CLEC/CMRS provider occurs past the FCC activation date, testing and porting will be done at CLEC's expense.
- 75.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 75.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

76. ENGINEERING AND MAINTENANCE

- 76.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 76.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 76.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

77. E911/911

- 77.1. When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to PSAP call centers.
- 77.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

78. BILLING FOR PORTED NUMBERS

- 78.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall receive revenues from those IXC access charges associated with end office switching, local transport, RIC, and CCL, as appropriate, and such other applicable charges. The party from whom the number has been ported shall be entitled only to receive any entrance facility fees, access tandem fees and appropriate local transport charges as set forth in this Agreement. Such access charge payments will be adjusted to the extent that the paying party has already paid Reciprocal Compensation for the same minutes of use. When a call for which access charges are not applicable is terminated to a party's local exchange customer whose telephone number has been ported from the other party, the parties agree that the Reciprocal compensation arrangements described in this Agreement shall apply.
- 78.2. Non-Active Numbers. Pursuant to Applicable Rules, as defined in this Agreement, Sprint will not port telephone numbers categorized as Aging or Available or numbers associated with fraud/identity theft.
- 78.3. Each Party shall be entitled to recover from the other Party its reasonable costs of providing "default routing" in such cases where the other Party is the N-1 carrier with respect to a ported telephone number but fails to perform its obligations as the N-1 carrier to perform the proper "database dip" and route the call as indicated therein.

PART I - LINE SHARING

79. LINE SHARING

79.1. General Terms

79.1.1. Sprint shall make available the HFPL for line sharing by CLEC pursuant to the following terms and conditions.

79.1.1.1. Grandfathered HFPL. For HFPLs that are in service prior to October 2, 2003, Sprint will offer HFPL at the rate effective on October 2, 2003 as long as that HFPL remains in service to the particular CLEC end-user.

79.1.1.2. CLEC may purchase additional HFPL from October 2, 2003 to October 1, 2004. Sprint will not provide access to additional HFPL after October 1, 2004.

79.1.1.3. For the HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL portion of the Loop will be 25% of the applicable UNE Loop rate for October 2, 2003 through October 1, 2004.

79.1.1.4. For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 50% of the applicable UNE Loop rate for October 2, 2004 through October 1, 2005.

79.1.1.5. For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 75% of the applicable UNE Loop rate for October 2, 2005 through October 1, 2006. After October 1, 2006, CLEC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

79.1.2. Sprint shall provide access to the HFPL at its central office locations and at any accessible terminal in the outside copper loop plant, subject to CLEC having an effective collocation agreement and the availability of space.

79.1.3. Sprint shall make the HFPL 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.

79.1.3.1. Sprint will not provide HFPL where copper facilities do not exist.

79.1.3.2. 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 Table One at CLEC's expense.

79.1.4. 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 end user, 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.

79.1.5. In the event that the end user being served by CLEC via HFPL terminates its Sprint-provided retail voice service, or when Sprint provided retail voice 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 digital 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 HFPL 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 digital loop, Sprint may terminate the HFPL.

79.1.6. Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE digital loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates; provided that:

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

79.1.6.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).

79.1.7. If other such facilities do not exist and the End User being served by CLEC via HFPL has its Sprint-provided retail voice 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 retail voice service terminates, Sprint will continue to allow the provision of advanced services by CLEC over the copper facilities as an entire stand-alone UNE digital 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.

79.2. Information to be Provided

79.2.1.1. In connection with the provision of HFPL, Sprint shall provide to CLEC the information specified in Section 47.6.7.1.

- 79.2.1.2. In connection with the provision of HFPL, CLEC shall provide to Sprint the information specified in Section 47.7.2.2.
- 79.2.2. In connection with the provision of HFPL, 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.
- 79.3. Conditioning, Testing, Maintenance
 - 79.3.1. Sprint will condition HFPL in accordance with Section 60.2. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.
 - 79.3.2. 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 Commission that conditioning the specific loop in question will significantly degrade voiceband services.
 - 79.3.3. At the installation of retail voice 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.
 - 79.3.4. 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.
- 79.4. Deployment and Interference
 - 79.4.1. In providing services utilizing the HFPL, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
 - 79.4.2. 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 Part B of this Agreement.
 - 79.4.3. 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:

- 79.4.3.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 79.4.3.2. Is approved by an industry standards body, the FCC, or any state commission, or;
 - 79.4.3.3. Has been successfully deployed by any CLEC 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 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.
- 79.5. 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 Commission for review and determination. If the Commission determines that the CLEC's 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.
- 79.6. 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 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.
- 79.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable, the degraded service shall not prevail against the newly deployed technology.

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

80. FORECAST

- 80.1. CLEC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for analog Loops (including Subloops), digital Loops (including Subloops), and HFPL. 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.
- 80.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.
- 80.3. Each Party shall provide a specified point of contact for planning purposes.

81. INDEMNIFICATION

- 81.1. 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.
- 81.2. 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 plant, 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.

PART J – CALL RELATED DATABASES

82. CALL-RELATED DATABASES

82.1. Sprint will offer 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. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment.

82.2. Line Information Database (LIDB)

82.2.1. The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries in conjunction with unbundled local switching and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers to determine if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).

82.2.2. Technical Requirements

82.2.2.1. Prior to the availability of Local Number Portability, Sprint shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or 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.

82.2.2.2. 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.

82.2.2.3. 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.

82.2.2.4. Sprint shall process CLEC's subscribers' records into 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.

82.2.2.5. 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.

82.2.3. Compensation and Billing

82.2.3.1. Access by CLEC to LIDB information in Sprint's LIDB Database - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

82.2.3.2. Access to Other Companies' LIDB Database - Access to other companies' LIDB shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for LIDB queries and switching of \$0.065 for a combined rate of \$0.0685.

82.2.4. Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by CLEC and CLEC's customers is limited to obtaining LIDB responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a LIDB response. CLEC will prohibit in its tariff or contracts with its customers or other third parties the capture, caching or storage of LIDB response information and passing of any information obtained from a LIDB query response on to any third party.

82.3. Calling Name Database (CNAM)

82.3.1. The CNAM database is a transaction-oriented database accessible via the CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'.

82.3.2. Technical Requirements

82.3.2.1. Storage of CLEC Caller Names in the Sprint CNAM Database is available under the terms of a separate contract.

82.3.2.2. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries.

82.3.3. Compensation and Billing

82.3.3.1. Access by CLEC to CNAM information in Sprint's CNAM Database - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

82.3.3.2. Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for CNAM queries and switching of \$0.016 for a combined rate of \$0.0195.

82.3.4. Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress.. CLEC will not capture, cache, or store any information contained in a CNAM response. CLEC agrees to prohibit via its tariff or contracts with its customers or other third parties the capture, caching or storage of CNAM response information and the passing or resale of any information obtained from a CNAM query response on to any third party.

82.4. Toll Free Number Database

82.4.1. 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 (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. The Toll Free records stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

82.4.1.1. Technical Requirements

82.4.1.1.1. The Toll Free Number Database shall return IXC 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.

82.4.2. Compensation and Billing

82.4.2.1. Access by CLEC to the Toll Free Number Database

Information - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

82.4.3. Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

82.5. Local Number Portability Local Routing Query Service

82.5.1. TCAP messages originated by CLEC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN. Sprint shall provide the LNP Query Service in accordance with the following:

82.5.1.1. Technical Requirements

82.5.1.1.1. CLEC agrees to obtain, prior to the initiation of any query or other service under this Agreement, a NPAC/SMS User Agreement with Lockheed. CLEC will maintain the NPAC/SMS User Agreement with Lockheed, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

82.5.1.1.2. First Usage Notification - Sprint will provide CLEC with notification of the first ported number order processed in each NPA/NXX eligible for porting. This shall be provided via E-mail to CLEC's designee on a mutually agreeable basis.

82.5.2. Compensation and Billing

82.5.2.1. Access by CLEC to the LNP Database information -- CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

82.5.2.2. NPAC Costs - Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other Sprint companies.

PART K - GENERAL BUSINESS REQUIREMENTS

83. PROCEDURES

83.1. Contact with Subscribers

83.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by that Party. Subscribers include active subscribers as well as those for whom service orders are pending.

83.1.2. Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or subscriber contact.

83.1.3. Sprint shall not use CLEC's request for subscriber information, order submission, or any other aspect of CLEC's processes or services to aid Sprint's marketing or sales efforts.

83.2. Expedite and Escalation Procedures

83.2.1. Sprint and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and CLEC will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after CLEC's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.

83.2.2. No later than thirty (30) days after CLEC's request Sprint shall provide CLEC with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.

83.3. Subscriber of Record. Sprint shall recognize CLEC as the Subscriber of Record for all Network Elements or services for resale ordered by CLEC and shall send all notices, invoices, and information which pertain to such ordered services directly to CLEC. CLEC will provide Sprint with addresses to which Sprint shall send all such notices, invoices, and information.

83.4. Service Offerings

- 83.4.1. Sprint shall provide CLEC with access to new services, features and functions concurrent with Sprint's notice to CLEC of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that CLEC may conduct market testing.
- 83.4.2. Essential Services. For purposes of service restoral, Sprint shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with Sprint's treatment of its own subscribers and applicable state law or regulation, if any.
- 83.4.3. Blocking Services. Upon request from CLEC, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is technically feasible when requested by CLEC as a function of unbundled Network Elements.
- 83.4.4. Training Support. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with CLEC subscribers. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

84. ORDERING AND PROVISIONING

- 84.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- 84.2. National Exchange Access Center (NEAC)
 - 84.2.1. Sprint shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.
 - 84.2.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering

and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

- 84.2.3. Sprint shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet subscriber demand.
- 84.3. Street Index Guide (SIG). Within thirty (30) days of CLEC's written request, Sprint shall provide to CLEC the SIG data, or its equivalent, in an electronic format mutually agreeable to the parties. All changes and updates to the SIG shall be provided to in a mutually agreed format and timeframe.
- 84.4. CLASS and Custom Features. Where generally available in Sprint's serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 84.5. Number Administration/Number Reservation
 - 84.5.1. Sprint shall provide testing and loading of CLEC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to CLEC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.
 - 84.5.2. In conjunction with an order for service, Sprint shall accept CLEC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.
 - 84.5.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.
- 84.6. Service Order Process Requirements
 - 84.6.1. Service Migrations and New Subscriber Additions
 - 84.6.1.1. For resale services, other than for a CLEC order to convert "as

is” a CLEC subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.

84.6.1.2. For services provided through UNEs, Sprint shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and CLEC will work cooperatively to minimize service interruptions during the conversion.

84.6.1.3. Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services or UNEs all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

84.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.

84.6.1.4.1. Any request made by CLEC to coordinate conversions after normal working hours, or on Saturday’s or Sunday’s or Sprint holidays shall be performed at CLEC’s expense.

84.6.1.5. A general Letter of Agency (LOA) initiated by CLEC or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC or Sprint. CLEC and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber’s local service with the original local carrier.

84.6.2. Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service

announcements to CLEC's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.

84.6.3. Due Date

84.6.3.1. Sprint shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.

84.6.3.2. Sprint shall use best efforts to complete orders by the CLEC requested DDD within agreed upon intervals.

84.6.4. Subscriber Premises Inspections and Installations

84.6.4.1. CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

84.6.4.2. Sprint shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

84.6.5. Firm Order Confirmation (FOC)

84.6.5.1. Sprint shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order pursuant to the operations plan. The FOC shall contain the appropriate data elements as defined by the OBF standards.

84.6.5.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.

84.6.5.3. Sprint shall provide to CLEC the date that service is scheduled to be installed.

84.6.6. Order Rejections

84.6.6.1. Sprint shall reject and return to CLEC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.

84.6.7. Service Order Changes

- 84.6.7.1. In no event will Sprint change a CLEC initiated service order without a new service order directing said change. If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, CLEC shall initiate a revised service order. If requested by CLEC, Sprint shall then provide CLEC an estimate of additional labor hours and/or materials.
 - 84.6.7.1.1. When a service order is completed, the cost of the work performed will be reported promptly to CLEC.
- 84.6.7.2. If a CLEC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of CLEC, Sprint, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.
- 84.7. Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.
- 84.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.
- 84.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, Sprint shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.
- 84.10. Specific Unbundling Requirements. CLEC may order and Sprint shall provision unbundled Network Elements.
- 84.11. Systems Interfaces and Information Exchanges
 - 84.11.1. General Requirements
 - 84.11.1.1. Sprint shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.
 - 84.11.1.2. Until the Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept CLEC orders. Orders will

be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.

84.11.2. For any CLEC subscriber Sprint shall provide, subject to applicable rules, orders, and decisions, CLEC with access CPNI without requiring CLEC to produce a signed LOA, based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.

84.11.2.1. The preordering Electronic Interface includes the provisioning of CPNI from Sprint to CLEC. The Parties agree to execute a LOA agreement with the Sprint end user prior to requesting CPNI for that Sprint end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.

84.11.2.2. The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.

84.11.2.3. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Sprint, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to CLEC. Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from CLEC for each unmatched request. CLEC agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within three (3) business days of receipt of a request from Sprint or other time frame reasonably agreed to by the Parties.

84.11.2.4. If CLEC is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if an LOA is inadequate based on applicable rules, CLEC will be considered in breach of this section, but not of the Agreement as a whole. CLEC can cure the breach of this section by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within three (3) business days of notification of the breach or other time frame reasonably agreed to by the parties, which agreement shall not be unreasonably withheld.

84.11.2.5. Should CLEC not be able to cure the breach of this section in

the timeframe noted above, Sprint will provide ten (10) business days' notice of intent to discontinue processing new service orders until, , CLEC has corrected the problem that caused the breach. If CLEC should fail to cure the breach of this Section during the ten (10) business day timeframe, then Sprint may discontinue processing new service orders.

84.11.2.6. Sprint will resume processing new service orders upon presentation of evidence by CLEC that the problem that caused the breach has been corrected.

84.11.2.7. If CLEC and Sprint do not agree that CLEC requested CPNI for a specific end user, or if the Parties cannot agree on the adequacy of an LOA, or if the Parties cannot agree that CLEC has presented the percentage of LOAs pursuant to Section 76.11.2.4, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

84.11.2.8. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC Electronic Interface to Sprint information systems to allow CLEC to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

84.11.2.9. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to schedule dispatch and installation appointments at Parity.

84.11.2.10. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to Sprint subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.

84.11.2.11. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to Sprint information systems which will allow CLEC to provide service availability dates at Parity.

84.11.2.12. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface which transmits status information on service orders at Parity. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

84.12. Standards

- 84.12.1. General Requirements. CLEC and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

85. BILLING

- 85.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify CLEC of any deviations to the standards.
- 85.2. Sprint shall bill CLEC for each service supplied by Sprint to CLEC pursuant to this Agreement at the rates set forth in this Agreement.
- 85.3. Sprint shall provide to CLEC a single point of contact for interconnection at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 85.4. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 85.5. Subject to the terms of this Agreement, CLEC shall pay Sprint within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

- 85.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the procedures set forth in Part B, § 24 of this Agreement.
- 85.7. Sprint will assess late payment charges to CLEC in accordance with Part B, §7.4 of this Agreement.
- 85.8. Sprint shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 85.9. Where Parties have established interconnection, Sprint and the CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).
- 85.10. Revenue Protection. Sprint shall make available to CLEC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

86. PROVISION OF SUBSCRIBER USAGE DATA

- 86.1. This § 86 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance billing. The parties agree to record call information for interconnection in accordance with this Agreement. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber. Sprint shall record for CLEC the messages that Sprint records for and bills to its end users. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and

conditions of this Agreement. These records shall be transmitted to the other party on non-holiday business days in EMI format via CDN, or provided on a cartridge. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

86.2. General Procedures

86.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.

86.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.

86.2.3. Sprint shall record all usage originating from CLEC subscribers using resold services ordered by CLEC, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:

86.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis.

86.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with §86.2.7

86.2.3.3. Calls to Directory Assistance where Sprint provides such service to a CLEC subscriber.

86.2.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to CLEC's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Telcordia EMI billing records.

86.2.3.5. For Sprint-provided Centrex Service, station level detail.

86.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day has expired, Sprint may provide the data back-up at CLEC's expense.

86.2.5. Sprint shall provide to CLEC Recorded Usage Data for CLEC subscribers. Sprint shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.

- 86.2.6. Sprint shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and CLEC.
- 86.2.7. Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the CLEC or the CLEC's end user.
- 86.2.8. Sprint shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 86.2.9. Sprint shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 86.2.10. Sprint shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- 86.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
- 86.2.12. Sprint shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

86.3. Charges

- 86.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 86.3.2. Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- 86.3.3. Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, cartridge or CD-ROM) requested by CLEC as follows:
 - 86.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
 - 86.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay Sprint for providing such call detail;
 - 86.3.3.3. The Parties will work cooperatively to exchange information to

facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

86.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when CLEC places the order for service;

86.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.

86.3.3.6. Sprint shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Sprint shall also bill CLEC for additional copies of the monthly invoice.

86.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

86.4. Central Clearinghouse & Settlement

86.4.1. Sprint and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

86.4.2. Sprint shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

86.5. Lost Data

86.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to CLEC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and CLEC. This estimate shall be used to adjust amounts CLEC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

- 86.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in §86.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 86.5.3. Complete Loss. When Sprint is unable to recover data as discussed in §86.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 86.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message (“arpm”) agreed to by CLEC and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 86.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss
- 86.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother’s day), Sprint shall use volumes from the two (2) preceding Sundays.
- 86.5.7. If the loss occurs on Mother’s day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC’s most recent three (3) month message volume growth. If a previous year’s message volumes are not available, a settlement shall be negotiated.
- 86.6. Testing, Changes and Controls
- 86.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and Sprint.
- 86.6.2. Control procedures for all usage transferred between Sprint and CLEC shall be available for periodic review. This review may be included as part of an Audit of Sprint by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and CLEC must be identified and jointly resolved as

they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Sprint.

86.6.3. Sprint Software Changes

86.6.3.1. When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated Sprint personnel shall notify CLEC no less than ninety (90) calendar days before such changes are implemented.

86.6.3.2. Sprint shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.

86.6.3.3. CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software if required.

86.6.3.4. If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to CLEC, Sprint shall notify CLEC.

86.6.4. CLEC Requested Changes:

86.6.4.1. CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Sprint.

86.6.4.2. When the negotiated changes are to be implemented, CLEC and/or Sprint shall arrange for testing of the modified data.

86.7. Information Exchange and Interfaces

86.7.1. Product/Service Specific. Sprint shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

86.7.2. Rejected Recorded Usage Data

86.7.2.1. Upon agreement between CLEC and Sprint, messages that cannot be rated and/or billed by CLEC may be returned to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMI format utilizing standard EMI return codes.

86.7.2.2. Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a CLEC end user. CLEC

will not return a message that has been corrected and resubmitted by Sprint. Sprint will only assume liability for errors and unguideables caused by Sprint.

87. GENERAL NETWORK REQUIREMENTS

- 87.1. Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.
- 87.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide CLEC with maintenance support at Parity.
- 87.3. Sprint shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 87.4. Sprint shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 87.5. Sprint shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 87.6. All Sprint employees or contractors who perform repair service for CLEC subscribers shall follow Sprint standard procedures in all their communications with CLEC subscribers. These procedures and protocols shall ensure that:
 - 87.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
 - 87.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is a CLEC subscriber or a Sprint subscriber.
- 87.7. Sprint shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. CLEC shall perform its own testing for UNEs.
- 87.8. Sprint shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised Sprint may potentially

impact CLEC subscribers.

- 87.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 87.10. On all misdirected calls from CLEC subscribers requesting repair, Sprint shall provide such CLEC subscriber with the correct CLEC repair telephone number as such number is provided to Sprint by CLEC. Once the Electronic Interface is established between Sprint and CLEC, Sprint agrees that CLEC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by CLEC.
- 87.11. Upon establishment of an Electronic Interface, Sprint shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.
- 87.12. Sprint shall perform all testing for resold Telecommunications Services.
- 87.13. Sprint shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC with the disposition of the trouble.
- 87.14. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

88. MISCELLANEOUS SERVICES AND FUNCTIONS

88.1. General

- 88.1.1. To the extent that Sprint does not provide the services described in this § 88 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by CLEC through the existing service provider. CLEC must contract directly with the service provider for such services.

88.1.2. Basic 911 and E911 General Requirements

- 88.1.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to CLEC in accordance with the following:
- 88.1.2.2. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the ALI/DMS, to determine to which PSAP to route the call.

- 88.1.2.3. Basic 911 and E911 functions provided to CLEC shall be at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.
- 88.1.2.4. Basic 911 and E911 access when CLEC purchases Local Switching shall be provided to CLEC in accordance with the following:
 - 88.1.2.4.1. Sprint shall conform to all state regulations concerning emergency services.
 - 88.1.2.4.2. For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS. Through this process, Sprint shall provide and validate CLEC subscriber information resident or entered into the ALI/DMS.
 - 88.1.2.4.3. Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at CLEC's discretion, directly to CLEC operator services.
- 88.1.3. Basic 911 and E911 access from the CLEC local switch shall be provided to CLEC in accordance with the following:
 - 88.1.3.1. If required by CLEC, Sprint, at CLEC's sole expense, shall interconnect direct trunks from the CLEC network to the E911 PSAP, or the E911 Tandems as designated by CLEC. Such trunks may alternatively be provided by CLEC.
 - 88.1.3.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), CLEC shall participate in the provision of the 911 System as follows:
 - 88.1.3.2.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.
 - 88.1.3.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.
- 88.1.4. If a third party is the primary service provider to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CLEC are totally separate from this Agreement and Sprint

makes no representations on behalf of the third party.

- 88.1.5. If CLEC or its Affiliate is the primary service provider to a government agency, CLEC and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 88.1.6. Interconnection and database access shall be priced as specified in Part C.
- 88.1.7. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 88.1.8. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with CLEC data in an interval at Parity with that experienced by Sprint subscribers.
- 88.1.9. Sprint shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 88.1.10. Sprint shall provide to CLEC the necessary UNEs for CLEC to provide E911/911 services to government agencies. If such elements are not available from Sprint, Sprint shall offer E911/911 service for resale by CLEC to government agencies.
- 88.1.11. The following are Basic 911 and E911 Database Requirements
 - 88.1.11.1. The ALI database shall be managed by Sprint, but is the property of Sprint and CLEC for those records provided by CLEC.
 - 88.1.11.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.
 - 88.1.11.3. CLEC shall be solely responsible for providing CLEC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.
 - 88.1.11.4. Sprint and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Sprint shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format.

- 88.1.11.5. CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to Sprint.
- 88.1.11.6. CLEC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from CLEC. If Sprint detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) business days from when it was provided to Sprint. CLEC shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 88.1.11.7. Sprint agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.
- 88.1.11.8. Sprint shall adopt use of a CLEC Code (NENA standard five-character field) on all ALI records received from CLEC. The CLEC Code will be used to identify the CLEC of record in LNP/INP configurations.
- 88.1.11.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.
- 88.1.12. The following are basic 911 and E911 Network Requirements
 - 88.1.12.1. Sprint, at CLEC's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from CLEC's switch to a Sprint selective router.
 - 88.1.12.2. Sprint shall provide the selective routing of E911 calls received from CLEC's switching office. This includes the ability to receive the ANI of CLEC's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide CLEC with the appropriate CLLI codes and specifications regarding the Tandem serving area associated addresses and meet-points in the network.
 - 88.1.12.3. CLEC shall ensure that its switch provides an eight-digit ANI

consisting of an information digit and the seven-digit exchange code. CLEC shall also ensure that its switch provides the line number of the calling station. Where applicable, CLEC shall send a ten-digit ANI to Sprint when there is an ANI failure the CLEC shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.

88.1.12.4. Each ALI discrepancy report shall be jointly researched by Sprint and CLEC. Corrective action shall be taken immediately by the responsible party.

88.1.12.5. Where Sprint controls the 911 network, Sprint should provide CLEC with a detailed written description of, but not limited to, the following information:

88.1.12.5.1. Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.

88.1.12.5.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

88.1.12.5.3. Technical specifications for network interface, Technical specifications for database loading and maintenance.

88.1.12.5.4. Sprint shall identify special routing arrangements to complete overflow.

88.1.12.5.5. Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

88.1.12.5.6. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

88.1.12.6. Sprint shall identify any special operator-assisted calling requirements to support 911.

88.1.12.7. Trunking shall be arranged to minimize the likelihood of

central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

88.1.12.8. Circuits shall have interoffice, loop and CLEC system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available CLEC systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

88.1.12.9. All 911 trunks must be capable of transmitting and receiving Baudot code or ASII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

88.1.13. Basic 911 and E911 Additional Requirements

88.1.13.1. All CLEC lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the CLEC number (if both are received from CLEC). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

88.1.13.2. Sprint shall work with the appropriate government agency to provide CLEC the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which CLEC is interconnected.

88.1.13.3. Sprint shall notify CLEC 48 hours in advance of any scheduled testing or maintenance affecting CLEC 911 service, and provide notification as soon as possible of any unscheduled outage affecting CLEC 911 service.

88.1.13.4. CLEC shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide CLEC with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

88.1.13.5. CLEC may enter into subcontracts with third parties, including CLEC Affiliates, for the performance of any of CLEC's duties and obligations stated herein.

88.1.13.6. Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next twelve (12) months.

88.1.13.7. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to CLEC resulting from of any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

88.1.13.8. Sprint shall identify process for handling of “reverse ALI” inquiries by public safety entities.

88.1.13.9. Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

88.2. Directory Listings Service Requests

88.2.1. These requirements pertain to Sprint’s Listings Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in Directory Listings databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.

88.2.2. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.

88.2.3. Sprint will provide to CLEC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

88.2.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.

88.2.3.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.

88.2.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.

88.2.3.4. To ensure accurate order processing, Sprint or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:

88.2.3.4.1. A matrix of NXX to central office;

88.2.3.4.2. Geographical maps if available of Sprint service area;

- 88.2.3.4.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
 - 88.2.3.4.4. Listing format rules;
 - 88.2.3.4.5. Standard abbreviations acceptable for use in listings and addresses;
 - 88.2.3.4.6. Titles and designations; and
 - 88.2.3.4.7. A list of all available directories and their Business Office close dates
- 88.2.4. Based on changes submitted by CLEC, Sprint shall update and maintain directory listings data for CLEC subscribers who:
 - 88.2.4.1. Disconnect Service;
 - 88.2.4.2. Change CLEC;
 - 88.2.4.3. Install Service;
 - 88.2.4.4. Change any service which affects DA information;
 - 88.2.4.5. Specify Non-Solicitation; and
 - 88.2.4.6. Are Non-Published, Non-Listed, or Listed.
- 88.2.5. Sprint shall not charge for storage of CLEC subscriber information in the DL systems.
- 88.2.6. CLEC shall not charge for storage of Sprint subscriber information in the DL systems.
- 88.3. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Sprint.
 - 88.3.1. This § 88.3 pertains to listings requirements published in the traditional white pages.
 - 88.3.2. Sprint shall include in its master subscriber system database all white

pages listing information for CLEC subscribers in Sprint territories where CLEC is providing local telephone exchange services and has submitted a DSR.

- 88.3.3. Sprint agrees to include one basic White pages listing for each CLEC customer located within the geographic scope of its White Page directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Sprint and other LEC customers.
- 88.3.4. CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide CLEC with the appropriate format for provision of CLEC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
- 88.3.5. Sprint agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Sprint'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's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 88.3.6. CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- 88.3.7. In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.
- 88.3.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.
- 88.3.9. Sprint agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, provided that CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC'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. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information will conform to applicable Sprint 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.

88.3.10. Sprint will accord CLEC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Sprint and Sprint'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 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 CLEC that contains customer listings of both Sprint and CLEC will not be deemed a violation of this confidentiality provision.

88.3.11. Sprint will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Sprint refrain from doing so. Sprint and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. Any payments due to CLEC for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The parties acknowledge that the release of CLEC's customer listing to Sprint's directory publisher will not constitute the sale or license of CLEC's customer listing information causing any payment obligation to arise pursuant to this § 88.3.11.

88.4. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this § 88.4. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 88.4 are not binding upon Sprint's directory publisher.

88.4.1. Sprint's directory publisher will negotiate with CLEC concerning the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.

88.4.2. Directory advertising will be offered to CLEC customers on a

nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.

88.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.

88.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 88.3.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

88.4.5. 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.

88.5. Directory Assistance Data. This section refers to the residential, business, and government subscriber records used by Sprint 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 shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

88.6. Systems Interfaces and Exchanges

88.6.1. Directory Assistance Data Information Exchanges and Interfaces

88.6.1.1. Subscriber List Information

88.6.1.1.1. Sprint shall provide to CLEC, within sixty (60) days after the Approval Date of this Agreement, or at CLEC's request, all published Subscriber List Information (including such information that resides in Sprint'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 provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information

shall be provided to CLEC 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.

88.6.1.1.2. CLEC shall provide directory listings to Sprint 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.

88.7. 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.

PART L - REPORTING STANDARDS

89. GENERAL

- 89.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s).

PART M – COLLOCATION

90. GENERAL.

- 90.1. Sprint shall provide Collocation to CLEC on a nondiscriminatory basis as provided for in this Agreement and as required by the Act and rules and orders of the FCC and the Commission. Prices and fees for collocation and other services under this Agreement are contained in the price list attached hereto as Table 2. In the event Sprint files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs will control over Table 2 as of the date the tariff becomes effective. The terms and conditions of this Agreement will control over any terms and conditions in the tariff.
- 90.2. This Agreement states the general terms and conditions upon which Sprint will grant to CLEC a non-exclusive license to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service as specifically identified on a completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as an example). Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with telecommunications services and facilities provided by Sprint or others in accordance with this Agreement.

91. COLLOCATION OPTIONS.

- 91.1. Cageless. Sprint will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint will allow CLEC to have access to its equipment and facilities 24 hours a day, 7 days a week without need for a security escort provided that CLEC has met Sprint's reasonable and nondiscriminatory safety and security requirements as made known to CLEC in writing prior to their enforcement. Sprint may require CLEC to use a central entrance to the Sprint Central Office. Sprint shall make cageless collocation available in single bay increments, including space adjacent or next to Sprint's equipment. Except where CLEC's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), Sprint will assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 91.2. Caged. Sprint will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. Sprint will provide guidelines and specifications upon request. Based on CLEC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At CLEC's option, Sprint will permit CLEC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at CLEC's sole expense. If CLEC is the first CLEC in a Sprint Premises, CLEC will not be

responsible for the entire cost of site preparation and security. CLEC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill CLEC directly for all work performed for CLEC and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. CLEC must provide the local Sprint building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Sprint will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

91.2.1. Sprint has the right to review CLEC's plans and specifications prior to allowing construction to start. Sprint will complete its review within fifteen (15) calendar days. Sprint has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Sprint can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.

91.3. Shared (Subleased) Caged Collocation. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests"). CLEC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

91.3.1. As Host, CLEC will be the sole interface and responsible party to Sprint for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of the Standard Offer); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Sprint will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a CLEC.

91.3.2. Sprint will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocater.

91.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest 30 days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.

91.4. Adjacent Collocation. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately

exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Sprint will decide the location. Unless prohibited by zoning or other state and local regulations, Sprint will not withhold agreement as to the site desired by CLEC, subject only to reasonable safety and maintenance requirements.

91.4.1. CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Sprint point of interconnection. Should CLEC elect such an option, CLEC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.

91.4.2. Sprint maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of CLEC. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Sprint may require CLEC to correct any deviations from approved plans found during such inspection(s).

91.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, CLEC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's.

91.4.4. Subject to CLEC being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the CLEC to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event CLEC chooses to relocate its equipment, appropriate charges applicable for collocation within the Sprint Premises will apply.

91.5. Contiguous Space. To the extent possible, Sprint will provide CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

91.6. Virtual Collocation. Sprint will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.323).

91.6.1. CLEC may from time to time, lease to Sprint, at no cost to Sprint, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.

91.6.2. Virtually collocated equipment shall be purchased by CLEC. Sprint does not assume any responsibility for the design, engineering, testing or

performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.

91.6.3. Sprint will, at a minimum, install, maintain, and repair CLEC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties. The following services are not covered by this Agreement: 1) services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint; 2) service of attached, related, collateral or ancillary equipment or software not covered by this section; 3) repairing damage caused to CLEC's collocated equipment by persons other than Sprint, or its authorized contractors, or 4) repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of Sprint.

91.6.4. CLEC warrants that Sprint shall have quiet enjoyment of the equipment. Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of Sprint and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

91.6.4.1. In the event Sprint's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Sprint may give written notice to CLEC and all of Sprint's obligations relating to the affected equipment shall terminate immediately.

91.6.5. Sprint's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to CLEC at rates agreed on by the Parties or as filed in a tariff and approved by the Commission.

91.7. Collocation of Splitters

91.7.1. Splitters will be installed by CLEC in CLEC's physical collocation space or installed and maintained by Sprint in a common area on racks leased by the CLEC.

91.7.2. Customer will provide all splitters.

91.7.3. Physical Collocation of Splitters. There are two wiring configurations associated with the DSLAMS installed in CLEC's physical collocation space:

- 91.7.3.1. the DSLAM is direct wired to the POTS Splitter; and
- 91.7.3.2. the DSLAM is direct wired to the MDF.
- 91.7.4. Sprint will provide and install the cabling from CLEC's Collocation Space to the Splitter in the common area and/or to Sprint's main distribution frame at pricing set forth in Table Two.
 - 91.7.4.1. Installation
 - 91.7.4.1.1. Installing Splitters and Cabling
 - 91.7.4.1.1.1. Sprint agrees to place the Splitters in the applicable Central Offices in an appropriate location chosen by Sprint. Sprint will use reasonable efforts to install the Splitter in a relay rack or bay as close to the main distribution frame as is reasonably practicable. Unless otherwise agreed upon in writing between the Parties, rack space will be allocated on a shelf by shelf basis.
 - 91.7.4.1.1.2. Sprint agrees that, upon the request of CLEC, it shall cause the Splitters to be plainly, permanently, and conspicuously marked, by metal tag or plate supplied by CLEC to be affixed thereto, indicating CLEC's ownership of the Splitters. Sprint will not remove, destroy or obliterate any such marking. Sprint agrees to keep all Splitters free from any marking or labeling which might be interpreted as a claim of ownership thereof by Sprint or any party other than the CLEC.
 - 91.7.4.1.1.3. CLEC will pay for installation, engineering, floor space, relay rack space and other recurring expenses associated with the Splitter Shelf in common area at pricing set forth in Table Two.
 - 91.7.4.1.1.4. All wiring connectivity from CLEC's splitter (Sprint analog voice input to the splitter and combined analog voice/data output from the Splitter) will be cabled out to the Sprint main distribution frame for cross connection with jumpers if practicable.
 - 91.7.4.1.1.5. Sprint will provide and install the cabling from the Splitter(s) to Sprint's main distribution frame and from the Splitter(s) to CLEC's Collocation Space at pricing set forth in Table Two.

91.7.4.2. Providing and Replacing Cards in the Common Area

91.7.4.2.1. CLEC is responsible for ordering and providing to Sprint splitter cards as necessary to effectively operate the Splitter. Sprint will install such cards per CLEC's instructions. CLEC will provide one empty card for every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity. CLEC is responsible for Splitter assignments and monitoring for exhaust.

91.7.4.2.2. Card Replacement

91.7.4.2.2.1. During the term of each collocation arrangement that includes Splitters, Sprint agrees to replace the Splitter cards if requested to do so by CLEC. Sprint and CLEC shall take efforts to minimize possible service disruptions, including, but not limited to, replacing Splitter cards during maintenance windows. Sprint will not use the Splitters for any purposes other than that for which they were designed. Sprint may perform these obligations through Sprint's employees or any qualified company.

91.7.4.2.2.2. CLEC will provide replacement cards as required. Replacement cards will be either new or of like-new quality. Upon CLEC's written request, Sprint will return the replaced cards(s) to CLEC. CLEC agrees to pay the full costs of transportation of replacement cards to and from Sprint's central office.

91.7.4.2.3. Upon termination of any collocation arrangement that includes Splitters (by expiration or otherwise) Sprint will return the Splitter to the CLEC. CLEC will be charged time and material costs for removal of any Splitters. CLEC agrees to provide Sprint via pre-paid delivery with a medium for packaging and transportation of such Splitter. CLEC absolves Sprint of any damage, which may occur as a result of Splitter transportation to CLEC.

91.7.5. The following services are not covered by this Agreement:

- 91.7.5.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;
- 91.7.5.2. service of attached, related, collateral or ancillary equipment or software not covered by this Agreement;
- 91.7.5.3. repairing damage caused to the Splitter by persons other than Sprint, or its authorized contractors, or
- 91.7.5.4. repairing damage to other property or equipment caused by operation of the Splitter and not caused by the sole negligence of Sprint.

92. DEMARCATION POINT.

- 92.1. Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At CLEC's request, Sprint will identify the location(s) of other possible demarcation points available to CLEC, and CLEC will designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to CLEC's equipment that is available.
- 92.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to Sprint's network, Sprint may offer, as an option to CLEC, a demarcation point that is a common block on Sprint designated conventional distributing frame. CLEC will be responsible for providing, and CLEC's third party vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. CLEC or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 92.3. At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to CLEC at its equipment, at CLEC's designated demarcation point. When CLEC elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel.

93. APPLICATION PROCESS.

- 93.1. Upon CLEC's selection of a Premises in which it desires to collocate its Equipment, Sprint will provide a then current collocation application form (the "Application") to CLEC. CLEC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space in a manner that exceeds its forecasted space and power requirements. The Application shall contain a detailed description and schematic drawing of the

equipment to be placed in CLEC's Collocation Space(s), an estimate of the amount of square footage required (or, in the case of Cageless Collocation, bay-space), as well as the associated power requirements, floor loading, and heat release of each piece.

- 93.1.1. CLEC will complete the Application, and return it, along with the appropriate Application Fee, to Sprint. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Sprint will not process an Application until both the Application and the applicable Application fee are received.
- 93.1.2. Application Augment Fee. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
- 93.1.3. No Subsequent Fee. Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Sprint, Sprint will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify Sprint of the modifications or additional equipment prior to installation.
- 93.1.4. If Collocation Space is unavailable or CLEC withdraws its request, the Application fee, less the costs incurred by Sprint (e.g. engineering record search and administrative activities required to process the Application) will be refunded.
- 93.2. Multiple Methods. If CLEC wishes Sprint to consider multiple methods for collocation on a single Application, CLEC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Sprint will not select for CLEC the type of collocation to be ordered.
- 93.3. Within ten (10) calendar days after receiving CLEC's Application for collocation, Sprint must inform CLEC whether the Application meets each of Sprint's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, CLEC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs CLEC that there is a

deficiency in an Application, Sprint must provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.

- 93.4. Revisions. All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 93.5. Space Availability Response. Sprint shall provide confirmation of space availability within ten (10) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) calendar days for every five (5) additional Applications received.
- 93.5.1. Sprint will notify CLEC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
- 93.5.2. In order to increase the amount of space available for collocation, Sprint will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 93.5.3. In its notification, Sprint will also inform CLEC if the space available for the requested Premises will be Active or Inactive Collocation Space. If CLEC's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power and other factors used in making the determination.
- 93.6. Denial of Application. After notifying the CLEC that Sprint has no available space in the requested Central Office ("Denial of Application"), Sprint will allow the CLEC, upon request, to tour the entire Central Office within ten (10) calendar days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Sprint within five (5) calendar days of CLEC's receipt of the Denial of Application.
- 93.6.1. If CLEC contests Sprint's notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Sprint will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
- 93.6.1.1. At the same time that Sprint notifies CLEC of a denial of space, Sprint will file a copy of the letter with the Commission that contains the information required by Applicable Rules, subject to proprietary protections.
- 93.6.2. On a first come, first serve basis, Sprint will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have

submitted a Letter of Intent to collocate.

- 93.6.3. Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available within ten (10) calendar days if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied space at a Sprint Premises and challenges Sprint on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its collocation request within thirty (30) calendar days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Sprint will advise CLEC as to its position on the list.
- 93.6.4. If CLEC's Application for Physical Collocation is denied due to lack of space, Sprint will place CLEC on the waiting list for collocation in particular Premises according to the date CLEC submitted its Application and not the date of denial for lack of space.
- 93.6.5. Sprint will maintain on its web site a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) calendar days of the date at which a Premises runs out of physical collocation space.
- 93.7. Price Quote. Sprint will provide a price quote within thirty (30) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response intervals will be increased by five (5) calendar days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates, and (where applicable) the estimated construction or provisioning interval no later than those specified above.
- 93.8. CLEC has sixty-five (65) calendar days from receipt of the quotation to accept the quotation in writing. The quotation expires after sixty-five (65) calendar days. After sixty-five (65) calendar days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, CLEC does not notify Sprint that physical collocation should proceed.
- 93.9. Bona Fide Firm Order (BFFO). For physical, both caged and cageless, and virtual collocations, CLEC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a BFFO. The BFFO must be received by Sprint no later than sixty-five (65) calendar days after Sprint's provisioning of the price quote in response to CLEC's Application. If CLEC makes changes to its Application in light of Sprint's written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a Revision.
- 93.10. Space preparation for the Collocation Space will not begin until Sprint receives the Bona Fide Firm Order and all applicable fees, including all non-recurring charges.

94. SPACE RESERVATION.

- 94.1. The parties may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use. Upon request, Sprint will provide justification for denying a request to reserve space to CLEC based on a demand and facility forecast. CLEC will pay the cost of preparing the justification. Sprint will not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. Sprint will disclose to CLEC the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates.

95. PROVISIONING INTERVALS.

- 95.1. Sprint will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) calendar days of receipt of a BFFO. Sprint will complete construction of Adjacent Collocation arrangements (as defined in 91.4) within one hundred twenty (120) calendar days of receipt of a BFFO. If Sprint is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver.

96. CONSTRUCTION.

- 96.1. Sprint shall permit CLEC or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such CLEC subcontractor shall be subject to Sprint's security standards. Sprint reserves the right to reject any CLEC subcontractor upon the same criteria that Sprint would use on its own subcontractors. CLEC will notify Sprint in writing when construction of physical collocation space is complete. Sprint will commence billing (1) upon notice of completion; (2) 90 calendar days from CLEC's submission of a BFFO; or (3) upon commencement of operations, whichever is earliest.
- 96.2. Sprint Inspection. Sprint shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to Sprint when CLEC has completed its installation of equipment and facilities in the Collocation space, and Sprint shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify CLEC that Sprint is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Sprint not to inspect such Collocation space. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

- 96.3. To the extent Sprint performs the construction of the Physical Collocation Arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by Sprint as the result of Revision applicable to construction of any Collocation Space. CLEC will pay all nonrecurring charges set forth on the price quote, prior to Sprint commencing construction of the collocation space.
- 96.4. Extraordinary Construction Costs. CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Sprint to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Sprint will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. Sprint must advise CLEC if extraordinary costs will be incurred.
- 96.5. Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 96.6. Acceptance Walk Through. Sprint will notify CLEC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Sprint will correct any deviations to CLEC's original or jointly amended requirements within five (5) calendar days after the walk through, or within a mutually agreed upon and reasonable interval. If CLEC does not conduct an acceptance walk through within 15 days of the notification that the Collocation Space construction is complete, CLEC will be deemed to have accepted the Collocation Space and billing will commence.
- 96.7. If, at anytime, CLEC cancels its order for Physical Collocation, Caged, Shared Cage, or Adjacent Space Collocation, or Virtual Collocation, CLEC will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide CLEC with a detailed listing showing the costs incurred.

97. EQUIPMENT.

- 97.1. Equipment Type. CLEC may only locate equipment necessary for interconnection to Sprint under 47.U.S.C. 251 (C) (2) and accessing Sprint's unbundled network elements under 47.U.S.C. 251 (C) (3), as such sections have

been interpreted by the FCC and the Commission.

- 97.2. CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.
- 97.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (NEBS), but Sprint will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. Sprint may not deny collocation of CLEC's equipment because the equipment fails to meet NEBS reliability or performance standards. If Sprint denies collocation of CLEC's equipment, citing safety standards, Sprint must provide to CLEC within five (5) business days of the denial a list of all equipment that Sprint locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Sprint contends the competitor's equipment fails to meet. In the event that Sprint believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) calendar days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Sprint will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, CLEC will not activate the equipment during the pendency of the dispute.
- 97.4. CLEC must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If CLEC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days of CLEC's acceptance of Sprint's price quote, or other time period mutually agreed to by the CLEC and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. CLEC will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide CLEC with a detailed listing of the costs.

98. AUGMENTS AND ADDITIONS.

- 98.1. When CLEC adds equipment within initial forecasted demand parameters that requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay the CLEC's operation.
- 98.2. Sprint will provide reduced intervals, not to exceed the interval for a new collocation space, to CLEC with existing physical collocation space that requests augments. In such instances, the CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the CLEC's point of termination.
- 98.3. The reduced provisioning interval will apply only when CLEC provides a complete Application accompanied by the applicable Application Fee.

- 98.4. CLEC must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) calendar days from BFFO. If special or major construction is required, Sprint will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for augments.

99. USE OF COMMON AREAS.

- 99.1. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of CLEC at the Collocation Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas, as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, consistent with CLEC's right to access its Collocation Space.
- 99.2. Water. Sprint, 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, for the non-exclusive use of CLEC, Sprint and any other building occupant. CLEC shall not waste or permit the waste of water.
- 99.3. Security Service. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to CLEC's Collocation Space. Sprint shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or LOE unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.
- 99.4. Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner.

100. CROSS CONNECTIONS

- 100.1. Adjacent Collocation in this Section refers to collocation arrangements in the same Premises that have a common border; and is not referring to a form of Physical Collocation as described in CFR Part 47 51.323(k)(3).

100.2. For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services:

100.2.1. Interconnection. Sprint shall permit CLEC to interconnect its network, via cross-connect facilities, with that of another adjacent collocating telecommunications carrier at the Sprint Premises. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of the CLEC per the CLEC's request.

100.2.1.1. If a CLEC occupies more than one Collocation Space location within the Premises, CLEC may interconnect its equipment contained in the two separate adjacent Collocation Space locations. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of the CLEC per the CLEC's request.

100.2.2. Transmission Facility Options. For both Physical Collocation and Virtual Collocation, CLEC may purchase transmission facilities (and any necessary Cross-Connection) from Sprint, provide its own transmission facilities, or utilize the transmission facilities of a third party. The transmission facilities shall be terminated at the CLEC's Collocation Space or at a mutually agreed upon location within Sprint's Premises.

100.3. Interconnection Between Collocated Spaces. Cross-Connects (X-C) allows for interconnection between CLEC and another Carrier, and provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two different Carriers within the same Sprint premises, using Sprint provided distribution facilities. X-C is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, Sprint will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by CLEC and agreed to by Sprint. Sprint will offer X-C to CLEC as long as such access is technically feasible.

100.4. X-C is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises, provided that the collocated equipment is used for interconnection with Sprint and/or for access to Sprint's unbundled network elements. Sprint shall provide such X-C connections from CLEC's collocation arrangement to another collocation arrangement of CLEC within the same Sprint premises, or to a collocation arrangement of another Carrier in the same Sprint premises. X-C is provided at the same transmission level from CLEC to another Carrier.

100.5. The X-C arrangement requires CLEC to provide cable assignment information for itself as well as for the other Carrier. Sprint will not make cable assignments for X-C. CLEC is responsible for all X-C ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. When initiating a X-C request, CLEC must submit an Access Service Request (ASR) and a letter of agency from the Carrier it is connecting to that authorizes the X-C connection and facility assignment. X-C is provided on a negotiated interval with CLEC.

100.6. Optical Facility Terminations. If CLEC requests access to unbundled dark fiber and unbundled optical interoffice facilities, CLEC may apply for a fiber optic patchcord connection(s) between Sprint's fiber distribution panel and CLEC's

collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber, unbundled optical interoffice facilities, and Cross Connect Service.

101. RATES.

101.1. The rates for collocation are listed on Table 2.

101.2. If CLEC is the first CLEC in the Sprint premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

101.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Sprint is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Sprint benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Sprint be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade.

102. SPRINT SERVICES AND OBLIGATIONS.

102.1. Environmental Controls. Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLEC to Sprint in its Application which CLEC hereby represents to Sprint is sufficient to allow the LOE to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.

102.1.1. If CLEC locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its reasonable business judgment, affect the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC

each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

- 102.2. Electricity. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by the CLEC in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space. CLEC shall also pay for additional electricity provided via these circuits.
- 102.2.1. CLEC covenants and agrees that Sprint shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.
- 102.2.2. CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLEC's equipment shall not exceed the requested capacity.
- 102.2.3. Central office power supplied by Sprint into the CLEC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.
- 102.2.4. Sprint shall provide power as requested by CLEC to meet CLEC 's need for placement of equipment, interconnection, or provision of service.
- 102.2.5. Sprint power equipment supporting CLEC's equipment shall:
- 102.2.5.1. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;
- 102.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar Sprint equipment;
- 102.2.5.3. Provide, upon CLEC's request, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;
- 102.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of

CLEC equipment plus or minus 2 feet to the left or right of CLEC's final request; and

- 102.2.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.
- 102.2.6. Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
- 102.2.7. Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 102.2.8. Sprint will provide CLEC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in Sprint facility. Sprint shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.
- 102.3. Fire Safety System. Subject to the provisions of Section 6.6.3 hereof, Sprint 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 Collocation Space 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 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.
 - 102.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.
 - 102.3.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide Sprint and Sprint's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Sprint agrees to provide CLEC with notice of its intent to access CLEC's Collocation Space where, in Sprint's sole discretion, such notice is practicable; provided, however, that no failure of Sprint to give such notice will affect Sprint's right of access or impose any liability on Sprint. Sprint 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 CLEC, its employees, agents or invitees, in which case CLEC shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the CLEC shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify Sprint.
 - 102.3.3. CLEC is aware the Collocation Space will contain a fire detection

system and may contain a fire suppression system. In the event of discharge, Sprint 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, its officers, agents or employees.

102.4. Repairs. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Sprint's normal business practices.

102.4.1. Sprint shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If Sprint shall fail to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to Sprint, 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.

102.4.2. Sprint shall, where practical, provide CLEC with 24 hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint 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 the Collocation Space, 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; provided, however, that CLEC shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

102.4.3. The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to Sprint within 10 days after being billed for such repairs and maintenance by Sprint.

102.5. Sprint shall provide CLEC with notice via email three (3) business days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform CLEC by email of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Sprint learns that such outage has occurred.

102.6. Interruption of Services. Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Sprint agrees to use its best efforts

not to interfere with CLEC's use of Collocation Space. Sprint 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.

102.6.1. No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render Sprint liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.

102.7. Access. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, CLEC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.

102.7.1. Sprint, at CLEC's expense, may issue non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation Space.

102.7.2. Sprint may issue access cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise building security.

102.7.3. Sprint reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Sprint may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Sprint personnel, or on Sundays and state and federal or other holidays recognized by Sprint, or, if CLEC's Collocation Space is not fully segregated from areas of the Premises containing Sprint equipment, shall be subject to such reasonable rules and regulations as Sprint may from time to time prescribe for its own employees and third party contractors.

102.7.4. To require all persons entering or leaving the Premises during such hours as Sprint 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 the Collocation Space or the Premises. Sprint assumes no responsibility and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, provided that such damage is not the result of gross negligence or willful misconduct on the part of Sprint.

102.8. Access Right of Sprint. Sprint shall have access to CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including CLEC's equipment), and to

monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the CLEC's Collocation Space has been established, and if conditions permit, Sprint will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be present at the time of access. CLEC 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.

102.8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Sprint.

102.8.2. To use any means Sprint may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Sprint by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation Space or any portion thereof.

103. CLEC'S OBLIGATIONS.

103.1. Inspection and Janitorial. CLEC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLEC shall promptly notify Sprint of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocation Space). CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.

103.2. Security Arrangements. CLEC agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:

103.2.1. CLEC will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the Premises. The list will include the social security numbers of all such individuals. Sprint may reasonably object to any person on the list, in which case that person will be denied entry into the building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint.

103.2.2. CLEC is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. CLEC will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.

- 103.2.3. CLEC's employees, agents, invitees and vendors must display identification cards at all times.
- 103.2.4. CLEC will assist Sprint 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.
- 103.2.5. Removal of all furniture, equipment or similar articles will be based on local Sprint security practices. These security practices will not be more stringent for CLEC than Sprint requires for its own employees or Sprint's contractors.
- 103.2.6. Before leaving the Collocation Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this section.
- 103.2.7. CLEC agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to CLEC, to CLEC personnel while on Sprint Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personal at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 103.2.8. CLEC 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. CLEC shall promptly update this information as changes occur.
- 103.3. Electricity. CLEC will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in CLEC facility. CLEC shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 103.4. Uninterruptible Power Supply (UPS). CLEC shall not provision and/or install UPS systems within the Sprint premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 103.5. Electro-Chemical Stationary Batteries. CLEC shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 103.6. Interruption of Services. CLEC shall provide Sprint with written notice three (3) business days prior to those instances where CLEC or its subcontractors perform

work, which is to be a known service affecting activity. CLEC will inform Sprint by email of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.

103.7. Telephone. CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.

103.8. Fire Protection Systems. CLEC shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.

103.8.1. If any governmental bureau, department or organization or Sprint'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 the Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by Sprint and CLEC shall reimburse Sprint for the cost thereof in the same proportion as the size of the CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.

103.9. Hazardous Materials. CLEC shall identify and shall notify Sprint in writing of any Hazardous Materials CLEC may bring onto the Premises, and will provide Sprint 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.*). CLEC, 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. CLEC will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

103.9.1. CLEC shall provide Sprint 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.

103.9.2. If Sprint discovers that CLEC has brought onto Sprint's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Sprint may, at Sprint's option and without penalty, terminate the applicable

Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to Sprint, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against Sprint and 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 for defaults under this Agreement.

103.9.3. CLEC shall indemnify and hold harmless Sprint, 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 or asserted against Sprint by any other party or parties (including, without limitation, Sprint's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials.

103.9.4. 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.

103.10. Various Prohibited Uses. CLEC shall not do or permit anything to be done upon the Collocation Space, 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. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

103.10.1. CLEC shall not exceed the Uniformly Distributed Live Load Capacity. Sprint LTD Real Estate Planning shall evaluate and determine

Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide Sprint Real Estate Planning with equipment profile information prior to installation authorization.

103.10.2. CLEC 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 the Collocation Space, without the prior written consent of Sprint.

103.10.3. CLEC shall not use the name of the Building or Sprint for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.

103.10.4. CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in this Agreement without the prior written consent of Sprint.

103.10.5. CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocation Space; 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. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

103.10.6. CLEC shall not, without the prior written consent of Sprint: install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

103.10.7. CLEC shall not use the Collocation Space for housing, lodging or sleeping purposes.

103.10.8. CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.

103.10.9. CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.

103.11. Rules of Conduct. CLEC, its employees, agents, contractors, and business

invitees shall

103.11.1. comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and

103.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space 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 the Collocation Space during the Term of this Agreement or any extension hereof.

103.12.Alterations. CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space 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 CLEC.

103.12.1. 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's transaction of business. CLEC shall permit Sprint to inspect all construction operations within the Collocation Space.

103.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLEC or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

103.12.3. All fixtures and other equipment to be used by CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.

103.13.Fireproofing Policy. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Sprint. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. Sprint 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's fireproofing policy, any penetrations by CLEC, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by CLEC with Sprint-approved fire barrier sealants, or by Sprint at CLEC's cost.

103.14. Equipment Grounding. LOE shall be connected to Sprint's grounding system.

103.15. Representations and Warranties. CLEC hereby represents and warrants that the information provided to Sprint in any Application or other documentation relative to CLEC's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that CLEC 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.

104. TERMINATION OF COLLOCATION SPACE.

104.1. Termination. CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to Sprint. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation Space. CLEC shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC's Guests; provided, however, that CLEC shall continue payment of monthly fees to Sprint until such date as CLEC has fully vacated the Collocation Space. CLEC will surrender the Collocation Space to Sprint in the same condition as when first occupied by CLEC, except for ordinary wear and tear.

104.2. CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition. Upon termination of CLEC's right to possession without termination, CLEC shall surrender possession and vacate the Collocation Space within thirty (30) calendar days. Failure to surrender the Collocation Space within 30 days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.

104.3. Should Sprint under any section of this Agreement remove any of CLEC's equipment from its collocation space, Sprint will deliver to CLEC any equipment removed by Sprint only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Sprint under this Agreement. Sprint is hereby given lien, subordinate only to any purchase money or financing lien in connection with the construction, reconstruction or extension CLEC's equipment located in Sprint's premises or removed therefrom, with power of public or private sale, to cover any amounts due Sprint under the provisions of this Agreement. Such lien shall not operate to prevent Sprint or joint users from pursuing, at their option, any other remedy in law, equity or otherwise, including any other remedy provided in this Agreement.

- 104.4. Surrender of Keys. CLEC shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.
- 104.5. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon 30 days prior notice, or as otherwise required by law or regulation, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide telecommunications services to its end user customers. In such cases, Sprint will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.
- 104.6. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require CLEC to move to equivalent space in the Building upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the License Fee provided for herein shall remain the same. In such cases, Sprint shall use best efforts to minimize service interruption, and it shall schedule any moves during times when any service disruption would likely be least noticeable to customers.

105. BUILDING RIGHTS.

- 105.1. Sprint may, without notice to CLEC:
 - 105.1.1. Change the name or street address of the Premises;
 - 105.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
 - 105.1.3. 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 Collocation Space;
 - 105.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLEC's safes;
 - 105.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
 - 105.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space 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 Space only at such times and in such a manner as Sprint shall direct and in all events at CLEC's sole risk and responsibility;
 - 105.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, 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 the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Sprint shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;

105.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;

105.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless Sprint exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;

105.1.10. Close the Building at such reasonable times as Sprint may determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to CLEC's right to access.

105.2. If the owner of the Building or Sprint 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's performance under this Agreement shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

105.3. This Agreement 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 Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

106. INSURANCE.

106.1. During the term of this Agreement, CLEC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:

106.1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;

106.1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;

- 106.1.3. Workers' Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
 - 106.1.4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and
 - 106.1.5. "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within the Property, naming Sprint as loss payee. CLEC may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur.
- 106.2. Nothing contained in this section shall limit CLEC's liability to Sprint to the limits of insurance certified or carried.
 - 106.3. All policies required of the CLEC shall contain evidence of the insurer's waiver of the right of subrogation against Sprint 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 may carry.
 - 106.4. CLEC shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, 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.
 - 106.5. CLEC may, upon written notice to Sprint, self-insure all or part of the above requirements. Upon such disclosure, CLEC agrees that nothing diminishes CLEC's responsibilities to Sprint that would have otherwise been covered by the required insurance.
 - 106.6. Sprint will carry not less than the insurance coverages and limits required of CLEC.

107. INDEMNIFICATION.

- 107.1. CLEC shall indemnify and hold Sprint harmless from any and all claims arising from:
 - 107.1.1. CLEC's use of the Collocation Space;
 - 107.1.2. the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation Space or elsewhere;
 - 107.1.3. any and all claims arising from any breach or default in the performance of any obligation on CLEC's part to be performed under the terms of this Agreement; and
 - 107.1.4. any negligence of the CLEC, or any of CLEC's agents, and fees,

expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

107.2. If any action or proceeding is brought against Sprint by reason of any such claim, CLEC, upon notice from Sprint, shall defend same at CLEC's expense employing counsel satisfactory to Sprint. CLEC, as a material part of the consideration to Sprint, hereby assumes all risk of damage to property or injury to persons in, upon or about the Collocation Space arising from any cause other than the sole negligence of Sprint, and CLEC hereby waives all claims in respect thereof against Sprint.

107.3. CLEC shall at all times indemnify, defend, save and hold harmless Sprint clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation Space. CLEC shall give Sprint written notice at least 10 business days prior to the commencement of any such work on the Collocation Space in order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce CLEC's liability under this section.

107.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLEC shall give Sprint written notice thereof as soon as CLEC obtains such knowledge.

107.3.2. CLEC shall, at its expense, within 30 days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the 30 day period.

107.3.3. If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

108. LIMITATION OF LIABILITY.

108.1. SPRINT SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY SPRINT'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

108.2. SPRINT WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF

WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT SPRINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

109. PARTIAL DESTRUCTION.

- 109.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the Collocation Space to its previous condition. CLEC's rights to the applicable Collocation Space shall not terminate unless, within 90 days after the occurrence of such casualty, Sprint notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation Space. If Sprint does not elect to terminate CLEC's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.
- 109.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, CLECs, customers or business invitees, unless Sprint otherwise elects, the CLEC's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, CLEC shall reimburse Sprint for the cost of such repairs, or CLEC shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.
- 109.3. If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within 90 days of such casualty, terminate CLEC's rights to the applicable Collocation Space by giving written notice of its intent to terminate CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective 30 days after the date of the notice.

110. EMINENT DOMAIN.

- 110.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, CLEC's rights to the applicable Collocation Space 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 Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Sprint shall have the right to terminate CLEC's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to CLEC for such cancellation, and the CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

111. BANKRUPTCY.

- 111.1. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, Sprint may, if Sprint so elects but not otherwise, and with or without notice of such election or other action by Sprint, forthwith terminate this Agreement.

112. ASBESTOS.

- 112.1. CLEC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and CLEC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). CLEC agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that CLEC's employees, agents, or contractor's may reasonably expect to encounter while performing activities in the Premises. CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos specifically identified by Sprint. Sprint agrees to provide CLEC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.

113. MISCELLANEOUS.

- 113.1. Brokers. CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Sprint from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 113.2. Agreement Effective. Submission of this instrument for examination or signature by Sprint does not constitute a reservation of or option for license, and it is not effective, as a license or otherwise, until execution and delivery by both Sprint and CLEC.
- 113.3. Representations. Neither Sprint nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.
- 113.4. Work Stoppages. In the event of work stoppages, Sprint may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any

emergency operating procedures established by Sprint to deal with work stoppages.

- 113.5. Authorized Representatives. The individuals executing this Agreement on behalf of CLEC represent and warrant to Sprint they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

Table One

Missouri Rates

SPRINT RATE ELEMENT COST SUMMARY: Missouri		
DESCRIPTION		
RESALE DISCOUNTS		
Other than Operator / DA	13.85%	
Op Assist / DA	41.44%	
USAGE FILE CHARGES:		
Message Provisioning, per message	\$0.005	
Data Transmission, per message	\$0.002	
Media Charge - per CD	\$15.00	
OTHER CHARGES:		
Temporary Suspension of Service for UNE-P/Resale - SUSPEND	\$17.50	
Temporary Suspension of Service for UNE-P/Resale - RESTORE	\$0.00	
PIC Change Charge per change	\$5.00	
Operator Assistance / Directory Assistance Branding	ICB	
UNE LOOP, TAG & LABEL/RESALE TAG & LABEL		
Tag and Label on a new install loop or resale	\$4.71	
Tag and Label on a reinstall loop or an existing loop or resale	\$9.42	
Tag and Label on an addtl loop or resale on the same order at the same location	\$3.77	
Trip Charge	\$18.84	
RATE ELEMENT	RECURRING RATE	NRC
SERVICE ORDER/ INSTALLATION / REPAIR		
Manual Service Order NRC		\$30.78
Manual Service Order - Listing Only		\$16.22
Manual Service Order - Change Only		\$15.07
Electronic Service Order (IRES)		\$4.18
Electronic Service Order - Listing Only		\$0.45
Electronic Service Order - Change Only		\$1.82
Change Telephone Number per change		\$16.05
2-Wire Loop Cooperative Testing		\$48.58
4-Wire Loop Cooperative Testing		\$70.78
Trouble Isolation Charge		\$48.81
Temporary Suspension of Service for UNE-P/Resale - SUSPEND		\$17.50
Temporary Suspension of Service for UNE-P/Resale - RESTORE		\$0.00
PIC Change Charge (per change)		\$5.00
LNP Coordinated Conversion - Lines 1-10		\$49.27
LNP Coordinated Conversion - each additional line		\$4.43
LNP Conversion - using 10-Digit Trigger		\$0.00
Special Access to UNE Conversions		
DS1 Loop		\$80.27
EEL - DS1 Transport and Loop		\$71.82
UNBUNDLED NETWORK ELEMENTS (UNE)		
NID	RECURRING RATE	NRC
2-Wire	\$1.22	\$8.48
4-Wire	\$1.39	\$16.96

SmartJack	\$9.97	\$56.52
PRE-ORDER LOOP QUALIFICATION	RECURRING RATE	NRC
Loop Make-Up Information		\$41.54
LOOPS	RECURRING RATE	NRC
2-Wire Analog		
Band 1	\$21.63	
Band 2	\$31.33	
Band 3	\$42.47	
Band 4	\$51.11	
Band 5	\$64.11	
Band 6	\$96.80	
First Line		\$114.65
Second Line and Each Additional Line (same time)		\$55.06
Re-install (Cut Thru and Dedicated/Vacant)		\$68.16
Disconnect		\$33.00
4-Wire Analog		
Band 1	\$35.52	
Band 2	\$51.45	
Band 3	\$69.73	
Band 4	\$83.92	
Band 5	\$105.27	
Band 6	\$158.96	
First Line		\$149.67
Second Line and Each Additional Line (same time)		\$90.07
Re-install (Cut Thru and Dedicated/Vacant)		\$85.69
Disconnect		\$37.70
2-Wire Loop (incl. xDSL-capable)		
Band 1	\$21.63	
Band 2	\$31.33	
Band 3	\$42.47	
Band 4	\$51.11	
Band 5	\$64.11	
Band 6	\$96.80	
First Line		\$118.75
Second Line and Each Additional Line (same time)		\$50.68
Re-install (Cut Thru and Dedicated/Vacant)		\$66.02
Disconnect		\$33.00
2-Wire Digital Loop		
Band 1	\$21.63	
Band 2	\$31.33	
Band 3	\$42.47	
Band 4	\$51.11	
Band 5	\$64.11	
Band 6	\$96.80	
First Line		\$172.31
Second Line and Each Additional Line (same time)		\$111.14
Disconnect		\$33.00
Digital 56k/64k Loop		
Band 1	\$87.30	

Band 2	\$97.00	
Band 3	\$108.14	
Band 4	\$116.78	
Band 5	\$179.78	
Band 6	\$162.47	
First Line		\$244.89
Second Line and Each Additional Line (same time)		\$183.71
Disconnect		\$37.70
2-Wire ISDN/BRI Loop		
Band 1	\$32.83	
Band 2	\$42.53	
Band 3	\$53.67	
Band 4	\$62.31	
Band 5	\$75.31	
Band 6	\$108.00	
First Line		\$172.31
Second Line and Each Additional Line (same time)		\$111.14
Disconnect		\$33.00
4 Wire Digital Loop		
Band 1	\$35.52	
Band 2	\$51.45	
Band 3	\$69.73	
Band 4	\$83.92	
Band 5	\$105.27	
Band 6	\$158.96	
First Line		\$244.89
Second Line and Each Additional Line (same time)		\$183.71
Disconnect		\$37.70
DS1 Loop		
Band 1	\$75.48	
Band 2	\$91.41	
Band 3	\$109.69	
Band 4	\$123.88	
Band 5	\$145.23	
Band 6	\$198.92	
First Line		\$330.87
Second Line and Each Additional Line (same time)		\$180.29
Disconnect		\$37.70
HIGH-CAPACITY LOOPS		
RECURRING RATE		NRC
Add DS3 to existing fiber system, additional product development necessary (per DS3 service, both ends).	\$1,870.10	\$109.90
High Capacity Disconnect		\$28.26
Add OC3, OC12, OC48 to existing fiber system, only available via a BFR	Subject to additional product development	Subject to additional product development
LINE SHARING		
RECURRING RATE		NRC

Additional charges associated with Line Sharing, including collocation cabling and splitter shelf rates, are found on the CLEC's Collocation Price Sheet. If this is an amendment to an existing Interconnection and Resale agreement, the prices for line sharing will remain the same as those in the underlying agreement.		
OSS Cost per Shared Line	\$0.75	
Line Sharing - 3 Jumper Configuration		\$31.49
Line Sharing - 4 Jumper Configuration		\$41.19
Convert UNE Digital Loop to Line Share Not Coordinated		\$17.86
Convert UNE Loop to Line Share Coordinated during normal hours.		\$29.19
Convert UNE Digital Loop to Line Share-Coordinated after normal hours.		\$35.89
CO Interconnection Cost, First Jumper		\$13.73
CO Interconnection Cost, Additional Jumper		\$9.69
CO Interconnection Cost, Remove Jumper		\$8.08
LOOP CONDITIONING	RECURRING RATE	NRC
Load Coil Removal for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.81
Engineering Charge - per loop		\$43.06
Conditioning Trip Charge - per location		\$18.05
The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
Load Coil Removal: Loops 18kft or longer		
Unload cable pair, per Underground location		\$448.50
Unload Addtl cable pair, UG same time, same location and cable		\$2.98
Unload cable pair, per Aerial or Buried Location		\$31.11
Unload Addtl cable pair, AE or BU, same time, location and cable		\$2.81
Bridge Tap or Repeater Removal - Any Loop Length		
Remove Bridged Tap or Repeater, per Underground Location		\$447.34
Remove each Addtl Bridged Tap or Repeater, UG same time, location and cable		\$1.82
Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$29.99
Remove each Addtl Bridged Tap or Repeater, AE or BU same time, location and cable		\$1.68
SUB LOOPS (ONLY AVAILABLE VIA A BFR)	RECURRING RATE	NRC
Sub-Loops Interconnection (Stub Cable)		ICB
2 Wire Voice Grade and Digital Data Feeder, additional product development necessary		
Band 1	\$13.58	
Band 2	\$18.74	
Band 3	\$26.78	
Band 4	\$33.01	
Band 5	\$45.38	
Band 6	\$70.91	
2-Wire Analog Feeder First Line		\$95.41
2-Wire Analog Feeder Addtl or Second Line		\$46.94
2-Wire Feeder Disconnect Charge		\$33.00
2-Wire Digital Feeder First Line		\$97.26
2-Wire Digital Feeder Addtl or Second Line		\$80.06
2-Wire Digital Feeder Disconnect Charge		\$33.00

2 Wire Voice Grade and Digital Data Distribution, additional product development necessary		
Band 1	\$8.40	
Band 2	\$13.04	
Band 3	\$16.16	
Band 4	\$18.59	
Band 5	\$19.34	
Band 6	\$26.70	
2-Wire Distribution First Line		\$131.01
2-Wire Distribution Addtl or Second Line		\$40.99
2-Wire Distribution Disconnect Charge		\$52.29
4 Wire Voice Grade and Digital Data Feeder, additional product development necessary		
Band 1	\$22.29	
Band 2	\$30.77	
Band 3	\$43.98	
Band 4	\$54.21	
Band 5	\$74.52	
Band 6	\$116.43	
4-Wire Analog Feeder First Line		\$133.61
4-Wire Analog Feeder Addtl or Second Line		\$73.66
4-Wire Analog Feeder Disconnect Charge		\$37.70
4-Wire Digital Feeder First Line		\$150.06
4-Wire Digital Feeder Addtl or Second Line		\$132.85
4-Wire Digital Feeder Disconnect Charge		\$37.70
4 Wire Voice Grade and Digital Data Distribution, additional product development necessary		
Band 1	\$13.79	
Band 2	\$21.41	
Band 3	\$26.54	
Band 4	\$30.53	
Band 5	\$31.76	
Band 6	\$43.84	
4-Wire Distribution First Line		\$178.46
4-Wire Distribution Addtl or Second Line		\$65.48
4-Wire Distribution Disconnect Charge		\$63.59
UNBUNDLED LOCAL SWITCHING		RECURRING RATE
		NRC
Unbundled Switch Ports		
POTS Analog (R1, B1)	\$2.58	
Key System - Analog	\$2.58	
CENTREX - Analog	ICB	
Pay Station - Analog	\$2.58	
DS1 - additional product development necessary	ICB	
ISDN-BRI	ICB	\$229.64
ISDN-PRI	ICB	\$83.96
Adding ISDN-PRI-D Channel backup		\$62.19
Migrate existing Retail ISDN-PRI Port to UNE ISDN-PRI Port		\$35.71
PBX Trunk Connection Analog	\$5.10	\$172.50
PBX Trunk Connection (DS0)	\$5.10	\$267.72
PBX Trunk Connection (DS1)	\$110.51	\$353.70

Local Port Switching Minutes of Use (MOU) Rate Elements:		
Unbundled Common Transport Rate, per MOU	\$0.004903	
Unbundled Tandem Switching Rate, per MOU	\$0.003009	
Unbundled Local Switching Rate, per MOU	\$0.003840	
Customized Routing		
Switch Analysis		\$114.82
Host Switch Translations		\$2,296.42
Remote Switch Translations		\$1,722.32
UNE LOCAL SWITCH-BASED FEATURES	RECURRING RATE	NRC
Unbundled Network Element (UNE) Local Switch-based Features. These features are provided at a single rate and are in addition to the UNE Port rates. The UNE Local Switch-Based features & rates listed below are also applicable when ordering UNE-P Combinations.		
I. Residential, single line business & paystation features:		
Custom Calling Features (CCF) per line	\$0.39	\$0.00
Custom Local Area Signaling Services (CLASS) per line	\$9.68	\$0.00
II. 2-wire Analog Centrex features:		
Centrex Features (required with Centrex Port)	\$11.05	\$33.53
3 Way Conference/Consulting/Hold Transfer	\$1.94	\$19.07
Conference Calling - 6 Way Station Control	\$2.71	\$19.07
Dial Transfer to Tandem Tie Line	\$0.11	\$97.42
Direct Connect	\$0.02	\$19.07
Meet Me Conference	\$18.95	\$28.53
Multi-Hunt service	\$0.07	\$19.07
III. ISDN-PRI features:		
D-Channel Back Up	\$0.00	\$62.19
Network Ring Again, available with 2-Way PRI Only	\$9.75	\$344.46
Caller ID with Name & Number per PRI Interface	\$31.05	\$86.12
Call-By-Call/Integrated Service Feature, available with 2-Way PRI Only	\$0.92	\$229.64
2-B-Channel Transfer per PRI Interface	\$67.04	\$57.41
Circular Hunt per PRI Interface	\$22.35	\$114.82
National ISDN-2 Protocol per PRI Interface	\$0.00	\$114.82
E911 Call Screening per PRI Interface	\$89.38	\$258.35
IV. MessageLine Services:		
MessageLine Services:	per Retail rates	
DEDICATED TRANSPORT	RECURRING RATE	NRC
DS0	Refer to Transport Tab	\$193.92
DS0 Disconnect		\$29.88
DS1	Refer to Transport Tab	\$182.62
DS1 Disconnect		\$18.57
DS3	Refer to Transport Tab	\$193.92
DS3 Disconnect		\$29.88
MULTIPLEXING	RECURRING RATE	NRC
Multiplexing - DS1-DS0 (Mux1/0 Common Equipment)	\$181.97	\$93.45
Multiplexing - DS1-DS0 Disconnect		\$11.81
Multiplexing - DS3-DS1 (M13 Multiplexer - per DS3)	\$222.75	\$121.21
Multiplexing - DS3-DS1 Disconnect		\$39.57
D4 Channel Unit	\$4.90	

UNBUNDLED DARK FIBER	RECURRING RATE	NRC
Dark Fiber Application - per quote		\$265.03
Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
Transport		
Interoffice, per foot per fiber	\$0.0033	
Loop Components		
Feeder, per fiber	\$201.80	
Distribution Price Per Fiber	\$29.33	
Additional Charges Applicable to Transport & Loop		
Fiber Patch Cord per fiber	\$0.70	
Fiber Patch Panel per fiber	\$0.86	
Initial Patch Cord Installation, Field Location		\$24.23
Add'l Patch Cord Install, Field Loc., Same Time/Loc.		\$8.08
Central Office Interconnection, 1-4 Patch Cords per CO		\$193.10
Initial Patch Cord Disconnect, Field Location		\$24.23
Add'l Patch Cord Disconnect, Field Loc., Same Time/Loc.		\$8.08
Central Office Disconnect, 1-4 Patch Cords per CO		\$193.10
Dark Fiber Transport Installation or Disconnect, 1-4 Patch Cords, per CO		\$193.10
Dark Fiber End-to-End Testing, Initial Strand		\$56.53
Dark Fiber End-to-End Testing, Subsequent Strand		\$16.15
Special Construction for Fiber Pigtail		ICB
UNBUNDLED NETWORK ELEMENT-PLATFORM (UNE-P) COMBINATIONS	RECURRING RATE	
I. UNE-P services are combinations of UNEs provided to CLECs. UNE-P services are designed to be the functional equivalent to Sprint's comparable retail local service offerings. Refer to UNE Local Switching Feature section of price sheet for available features.		
II. The following UNE-P combinations are available:		
UNE-P 2-wire Analog B1, R1 Voice Grade (VG) combinations:		
Band 1 VG Loop	\$21.63	
Band 2 VG Loop	\$31.33	
Band 3 VG Loop	\$42.47	
Band 4 VG Loop	\$51.11	
Band 5 VG Loop	\$64.11	
Band 6 VG Loop	\$96.80	
B1, R1 Port	\$2.58	
NID - 2 Wire	\$1.22	
NID - 4 Wire	\$1.39	
UNE-P 2-wire B1, R1 VG Loop - new first line		\$114.65
UNE-P 2-wire new B1, R1 VG Loop - Each additional new line ordered at same time to same location		\$55.06
UNE-P 2-wire B1, R1 VG Loop - Convert Loop		\$54.48
UNE-P 2-wire B1, R1 VG Loop - Migration to or from Resale		\$22.65
UNE-P 2-wire B1, R1 VG Loop - Disconnect Service Charge		\$5.90
UNE-P 2-wire Paystation Voice Grade (VG) combinations:		
Band 1 VG Loop	\$21.63	
Band 2 VG Loop	\$31.33	
Band 3 VG Loop	\$42.47	
Band 4 VG Loop	\$51.11	
Band 5 VG Loop	\$64.11	
Band 6 VG Loop	\$96.80	
Paystation Port	\$2.58	

NID - 4 Wire	\$1.39	
UNE-P 2-wire Paystation VG Loop - new first line		\$114.65
UNE-P 2-wire new Paystation VG Loop - Each additional new line ordered at same time to same location		\$55.06
UNE-P 2-wire Paystation VG Loop - Convert Loop		\$54.48
UNE-P 2-wire Paystation VG Loop - Migration to or from Resale		\$22.65
UNE-P 2-wire Paystation VG Loop - Disconnect Service Charge		\$5.90
UNE-P 2-wire Analog Key System VG combinations:		
Band 1 VG Loop	\$21.63	
Band 2 VG Loop	\$31.33	
Band 3 VG Loop	\$42.47	
Band 4 VG Loop	\$51.11	
Band 5 VG Loop	\$64.11	
Band 6 VG Loop	\$96.80	
Key System Port	\$2.58	
NID - 4 Wire	\$1.39	
UNE-P 2-wire Key System VG Loop - new first line		\$114.65
UNE-P 2-wire Key System VG Loop - Each additional new line ordered at same time to same location		\$55.06
UNE-P 2-wire Key System VG Loop - Convert Loop		\$54.48
UNE-P 2-wire Key System VG Loop - Migration to or from Resale		\$22.65
UNE-P 2-wire Key System VG Loop - Disconnect Service Charge		\$5.90
UNE-P 2-wire Analog PBX VG combinations:		
Band 1 VG Loop	\$21.63	
Band 2 VG Loop	\$31.33	
Band 3 VG Loop	\$42.47	
Band 4 VG Loop	\$51.11	
Band 5 VG Loop	\$64.11	
Band 6 VG Loop	\$96.80	
PBX Port	\$5.10	\$172.50
NID - 4 Wire	1.39	
UNE-P 2-wire PBX VG Loop - new first line		\$114.65
UNE-P 2-wire PBX VG Loop - Each additional new line ordered at same time to same location		\$55.06
UNE-P 2-wire PBX VG Loop - Convert Loop		\$54.48
UNE-P 2-wire PBX VG Loop - Migration to or from Resale		\$22.65
UNE-P 2-wire PBX VG Loop - Disconnect Service Charge		\$5.90
UNE-P 2-wire Analog Centrex VG combinations:		
Band 1 VG Loop	\$21.63	
Band 2 VG Loop	\$31.33	
Band 3 VG Loop	\$42.47	
Band 4 VG Loop	\$51.11	
Band 5 VG Loop	\$64.11	
Band 6 VG Loop	\$96.80	
Centrex Port	\$2.58	
NID - 4 Wire	\$1.39	
UNE-P 2-wire Centrex VG Loop - new first line		\$114.65
UNE-P 2-wire Centrex VG Loop - Each additional new line ordered at same time to same location		\$55.06
UNE-P 2-wire Centrex VG Loop - Convert Loop		\$54.48
UNE-P 2-wire Centrex VG Loop - Migration to or from Resale		\$22.65
UNE-P 2-wire Centrex VG Loop - Disconnect Service Charge		\$5.90
UNE-P 4-wire DS1 Digital Grade (DG) ISDN-PRI Combinations:		
Band 1 DG Loop (Includes NID and Smartjack Charge)	\$86.84	
Band 2 DG Loop (Includes NID and Smartjack Charge)	\$102.77	

Band 3 DG Loop (Includes NID and Smartjack Charge)	\$121.05	
Band 4 DG Loop (Includes NID and Smartjack Charge)	\$135.24	
Band 5 DG Loop (Includes NID and Smartjack Charge)	\$156.59	
Band 6 DG Loop (Includes NID and Smartjack Charge)	\$210.28	
ISDN PRI Port - One Way	\$354.86	\$83.96
ISDN PRI Port - Two Way	\$476.12	\$83.96
UNE-P 4-wire DS1 DG Loop - new first line		\$366.58
UNE-P 4-wire DS1 DG Loop - Each additional new line ordered at same time to same location		\$216.01
UNE-P 4-wire DS1 DG Loop - Migration to or from Resale		\$94.14
UNE-P 4-wire DS1 DG Loop - Disconnect Service Charge		\$35.24
Surcharges:		
Local Number Portability (LNP) surcharge per UNE loop	\$0.53	
INP RATES SPECIFIC TO ACCESS SETTLEMENTS	RECURRING RATE	NRC
Per INP Line	\$13.05	
EEL COMBINATIONS	RECURRING RATE	NRC
Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
Special Access to EEL Conversion		
EEL - DS1 Transport and Loop		\$71.82
EEL - DS3 Transport and Loop		ICB
RECIPROCAL COMPENSATION	RECURRING RATE	NRC
End Office per MOU	\$0.004891	
Tandem Switching per MOU	\$0.003009	
Shared Transport per MOU	\$0.004903	
**Bill and Keep on End Office Switching, Tandem Switching and Shared Transport for ISP Traffic Termination only. Rates for Voice Termination, Transit, and Indirect Traffic still apply.		
INTERCONNECTION	RECURRING RATE	NRC
These rates apply when collocation is not involved. For collocation rates, see the appropriate agreement or tariff.		
DS0 Elec X-Conn (DS0 UNECC)	\$0.85	N/A
DS1 Elec X-Conn (DS1 UNECC)	\$2.72	N/A
DS3 Elec X-Conn (DS3 UNECC)	\$24.11	N/A
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.	\$1.36	N/A
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7	RECURRING RATE	NRC
STP Port	\$216.69	\$287.82
STP Switching		\$187.06
STP Transport Link 56.0 Kbps SS7 Link per month		
STP Transport Link 1.544 Mbps SS7 Link per month		
SS7 Originating Point Code (OPC)		\$28.71
SS7 GlobalTitle Address Translation (GTT)		\$14.35
D4 Channel Unit	\$4.90	
DATABASE	RECURRING RATE	NRC
Local Number Portability Service query	\$0.000880	
Toll Free Code Access Service query	\$0.000060	
Line Information Database per query	\$0.008790	

Calling Name Database Access Service query (CNAM)	\$0.001420	
OPERATOR SERVICES / DIRECTORY ASSISTANCE	RECURRING RATE	NRC
DA Database Listing & Update per listing or update	\$0.06	
DA Data Base Query Service per query		
Local Directory Services - white page listings		
Toll and Local Assistance Service (Live)		
Directory Assistance Operator Service (Live)		
Operator Services Branding		
0+ Ten Digits		
411		
911 AND E911 DATABASE ACCESS	RECURRING RATE	NRC
Per DS0 Equivalent Port	\$19.59	\$103.49
STREET INDEX GUIDE	RECURRING RATE	NRC
SIG Database Extract Report, per CDROM	\$41.00	

Loops

		Band
FTLWMOXADSA	FTLWMOXADSA	1
FLVWMOXADS0	FLVWMOXADS0	1
JFCYMOXADS0	JFCYMOXADS0	1
LKLTMOXARS0	LKLTMOXARS0	2
HNVLMOXARS0	HNVLMOXARS0	2
WRBGMOXADS0	WRBGMOXADS0	2
WYVLMOXARS7	WYVLMOXARS7	2
MAVLMOXADS1	MAVLMOXADS1	2
ROLLMOXADS0	ROLLMOXADS0	2
LXTNMOXARS0	LXTNMOXARS0	2
CLTNMOXADS0	CLTNMOXADS0	3
TPTNMOXARS0	TPTNMOXARS0	3
PLHLMOXARS0	PLHLMOXARS0	3
TAOSMOXARS0	TAOSMOXARS0	3
STRBMOXARS3	STRBMOXARS3	3
OKGVMOXADS0	OKGVMOXADS0	3
TARKMOXARS0	TARKMOXARS0	3
LBNNMOXADS0	LBNNMOXADS0	4
HLMMOXARS0	HLMMOXARS0	4
KRNYMOXADS1	KRNYMOXADS1	4
PLCYMOXARS0	PLCYMOXARS0	4
NRBRMOXA594	NRBRMOXA594	4
BCKNMOXARS0	BCKNMOXARS0	4

CLFRMOXARS0	CLFRMOXARS0	4
ODSSMOXARS0	ODSSMOXARS0	4
SALMMOXADS0	SALMMOXADS0	5
WNDSMOXARS0	WNDSMOXARS0	5
BTLRMOXARS0	BTLRMOXARS0	5
WVRLMOXA493	WVRLMOXA493	5
HLDNMOXARS0	HLDNMOXARS0	5
HOLTMOXA264	HOLTMOXA264	5
WSTNMOXARS0	WSTNMOXARS0	6
KGVLMOXA597	KGVLMOXA597	6
ORCKMOXA496	ORCKMOXA496	6
HNRTMOXA494	HNRTMOXA494	6
SWSPMOXARS0	SWSPMOXARS0	6
WGTMOXXA934	WGTMOXXA934	6
KGCYMOXA535	KGCYMOXA535	6
HRDNMOXA398	HRDNMOXA398	6
APCYMOXARS0	APCYMOXARS0	6
CNTWMOXA584	CNTWMOXA584	6
WRSWMOXADS0	WRSWMOXADS0	6
MSCYMOXA336	MSCYMOXA336	6
STBGMOXXRS0	STBGMOXXRS0	6
CLHNMOXBRS0	CLHNMOXBRS0	6
LNCLMOXARS0	LNCLMOXARS0	6
EGTNMOXA227	EGTNMOXA227	6
MDCYMOXARS0	MDCYMOXARS0	6
NBFDMOXARS0	NBFDMOXARS0	6
RCLDMOXARS0	RCLDMOXARS0	6
DRBRMOXA992	DRBRMOXA992	6
LNJCMOXARS0	LNJCMOXARS0	6
RLVLMOXARS2	RLVLMOXARS2	6
CMPNMOXARS0	CMPNMOXARS0	6
SHTNMOXA343	SHTNMOXA343	6
NWBGMOXARS0	NWBGMOXARS0	6
URCHMOXA638	URCHMOXA638	6
LETNMOXA653	LETNMOXA653	6
DPWRMOXARS0	DPWRMOXARS0	6
CHLHMOXARS0	CHLHMOXARS0	6
CLBGMOXARS0	CLBGMOXARS0	6
EUGNMOXARS0	EUGNMOXARS0	6
FRFXMOXARS0	FRFXMOXARS0	6
HPKNMOXA77A	HPKNMOXA77A	6
OEVLMOXA366	OEVLMOXA366	6
CLCMMOXXDS0	CLCMMOXXDS0	6
BLBNMOXARS0	BLBNMOXARS0	6
STTMMOXARS0	STTMMOXARS0	6
BRZTMOXARS0	BRZTMOXARS0	6
HOSTMOXA568	HOSTMOXA568	6
COALMOXA477	COALMOXA477	6
MTRSMOXXA693	MTRSMOXXA693	6
CNVWMOXA656	CNVWMOXA656	6
IONIMOXXA285	IONIMOXXA285	6
GNRGMOXA527	GNRGMOXA527	6

CRAGMOXARS0	CRAGMOXARS0	6
SYRCMOXA298	SYRCMOXA298	6
MLBNMOXA595	MLBNMOXA595	6
BLTWMOXA498	BLTWMOXA498	6
PCNGMOXA927	PCNGMOXA927	6

Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3
BRZTMOXA	CNTWMOXA	Brazito	Centertown	\$663.31	ICB
BRZTMOXA	EUGNMOXA	Brazito	Eugene	\$909.83	ICB
BRZTMOXA	JFCYMOXA	Brazito	Jefferson City	\$326.62	\$8,826.40
BRZTMOXA	NBFDMOXA	Brazito	New Bloomfield	\$508.16	ICB
BRZTMOXA	RLVLMOXA	Brazito	Russellville	\$786.57	ICB
BRZTMOXA	STTMMOXA	Brazito	St. Thomas	\$326.62	\$8,826.40
BRZTMOXA	TAOSMOXA	Brazito	Taos	\$679.89	ICB
CNTWMOXA	BRZTMOXA	Centertown	Brazito	\$663.31	ICB
CNTWMOXA	EUGNMOXA	Centertown	Eugene	\$919.90	ICB
CNTWMOXA	JFCYMOXA	Centertown	Jefferson City	\$336.69	\$9,108.22
CNTWMOXA	NBFDMOXA	Centertown	New Bloomfield	\$518.22	ICB
CNTWMOXA	RLVLMOXA	Centertown	Russellville	\$796.63	ICB
CNTWMOXA	STTMMOXA	Centertown	St. Thomas	\$663.31	ICB
CNTWMOXA	TAOSMOXA	Centertown	Taos	\$689.95	ICB
CNVWMOXA	WRBGMOXA	Centerview	Warrensburg	\$682.71	ICB
CLTNMOXA	COALMOXA	Clinton	Coal	\$1,196.51	ICB
CLTNMOXA	URCHMOXA	Clinton	Urich	\$652.65	ICB
COALMOXA	CLTNMOXA	Coal	Clinton	\$1,196.51	ICB
COALMOXA	URCHMOXA	Coal	Urich	\$1,196.51	ICB
CLCMMOXX	IONIMOX	Cole Camp	Ionia	\$912.54	ICB
EUGNMOXA	BRZTMOXA	Eugene	Brazito	\$909.83	ICB
EUGNMOXA	CNTWMOXA	Eugene	Centertown	\$919.90	ICB
EUGNMOXA	JFCYMOXA	Eugene	Jefferson City	\$583.21	ICB
EUGNMOXA	NBFDMOXA	Eugene	New Bloomfield	\$764.75	ICB
EUGNMOXA	RLVLMOXA	Eugene	Russellville	\$1,043.15	ICB
EUGNMOXA	STTMMOXA	Eugene	St. Thomas	\$909.83	ICB
EUGNMOXA	TAOSMOXA	Eugene	Taos	\$936.48	ICB
FLVWMOXA	KSCYMO55	Ferrelview	Kansas City Metro**	\$31.72	\$269.70
FLVWMOXA	PLCYMOXA	Ferrelview	Platte City	\$326.40	\$8,820.52
FTLWMOXA	STRBMOXA	Fort Leonard Wood	St. Robert	\$467.12	ICB
FTLWMOXA	WYVLMOXA	Fort Leonard Wood	Waynesville	\$467.12	ICB
IONIMOX	CLCMMOXX	Ionia	Cole Camp	\$912.54	ICB
HLDNMOXA	KGVLMOXA	Holden	Kingsville	\$294.41	\$7,924.24
JFCYMOXA	BRZTMOXA	Jefferson City	Brazito	\$326.62	\$8,826.40
JFCYMOXA	EUGNMOXA	Jefferson City	Eugene	\$583.21	ICB
JFCYMOXA	NBFDMOXA	Jefferson City	New Bloomfield	\$181.54	\$4,763.83
JFCYMOXA	RLVLMOXA	Jefferson City	Russellville	\$459.94	ICB
JFCYMOXA	STTMMOXA	Jefferson City	St. Thomas	\$326.62	\$8,826.40
JFCYMOXA	TAOSMOXA	Jefferson City	Taos	\$353.27	\$9,572.42
KGVLMOXA	HLDNMOXA	Kingsville	Holden	\$294.41	\$7,924.24
LKLTMOXA	BLSPMOCA	Lake Lotawana	Blue Springs**	\$261.99	\$6,240.05
LKLTMOXA	KSCYMO41	Lake Lotawana	Lee's Summit **	\$261.99	\$6,240.05
MAVLMOXA	PCNGMOXA	Maryville	Pickering	\$323.77	\$8,746.62
NBFDMOXA	BRZTMOXA	New Bloomfield	Brazito	\$508.16	ICB
NBFDMOXA	CNTWMOXA	New Bloomfield	Centertown	\$518.22	ICB
NBFDMOXA	EUGNMOXA	New Bloomfield	Eugene	\$764.75	ICB

NBFDMOXA	JFCYMOXA	New Bloomfield	Jefferson City	\$181.54	\$4,763.83
NBFDMOXA	RLVLMOX	New Bloomfield	Russellville	\$641.48	ICB
NBFDMOXA	STTMMOX	New Bloomfield	St. Thomas	\$508.16	ICB
NBFDMOXA	TAOSMOXA	New Bloomfield	Taos	\$534.81	ICB
NRBRMOXA		Norborne	Stet	\$1,307.30	ICB
OKGVMOXA	NRBRMOXA	Oak Grove	Norborne	\$323.77	ICB
PCNGMOXA	MAVLMOX	Pickering	Maryville	\$326.40	\$8,746.62
RLVLMOX	BRZTMOXA	Russellville	Brazito	\$786.57	\$8,820.52
RLVLMOX	CNTWMOXA	Russellville	Centertown	\$796.63	ICB
RLVLMOX	EUGNMOXA	Russellville	Eugene	\$1,043.15	ICB
RLVLMOX	JFCYMOXA	Russellville	Jefferson City	\$459.94	ICB
RLVLMOX	NBFDMOXA	Russellville	New Bloomfield	\$641.48	ICB
RLVLMOX	STTMMOX	Russellville	St. Thomas	\$786.57	ICB
RLVLMOX	TAOSMOXA	Russellville	Taos	\$813.21	ICB
			Fort Leonard		
STRBMOXA	FTLWMOXA	St. Robert	Wood	\$467.12	ICB
STRBMOXA	WYVLMOX	St. Robert	Waynesville	\$377.07	\$9,892.09
STTMMOX	BRZTMOXA	St. Thomas	Brazito	\$326.62	\$8,826.40
STTMMOX	CNTWMOXA	St. Thomas	Centertown	\$663.31	ICB
STTMMOX	EUGNMOXA	St. Thomas	Eugene	\$909.83	ICB
STTMMOX	JFCYMOXA	St. Thomas	Jefferson City	\$326.62	\$8,826.40
STTMMOX	NBFDMOXA	St. Thomas	New Bloomfield	\$508.16	ICB
STTMMOX	STTMMOX	St. Thomas	St. Thomas	\$326.62	\$8,826.40
STTMMOX	TAOSMOXA	St. Thomas	Taos	\$679.89	ICB
URCHMOXA	CLTNMOXA	Urich**	Clinton	\$1,196.51	ICB
URCHMOXA	COALMOXA	Urich**	Coal	\$1,196.51	ICB
			Fort Leonard		
WRBGMOXA	FTLWMOXA	Warrensburg	Wood	\$890.53	ICB
WRBGMOXA	STRBMOXA	Warrensburg	St. Robert	\$800.48	ICB
			Fort Leonard		
WYVLMOX	FTLWMOXA	Waynesville	Wood	\$467.12	ICB
WYVLMOX	STRBMOXA	Waynesville	St. Robert	\$377.07	\$9,892.09
				\$1,203.13	\$12,855.60

Table Two

Missouri Collocation Rates

Rate Element Description		
Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	\$ 2,747.99	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,683.12	N/A
Minor Augment Fee	\$ 813.48	N/A
Minor Augment - Administrative & Project Management Fee	\$ 740.45	N/A
Minor Augment - Transmission Engineering Fee	\$ 540.58	N/A
Major Augment Fee	\$ 1,630.16	N/A
Major Augment - Administrative & Project Management Fee	\$ 1,918.04	N/A
Major Augment - Transmission Engineering Fee	\$ 1,587.94	N/A
Space Report (per wire center)	\$ 889.47	N/A
Security Cage Construction		
Security Cage - Engineering	\$ 489.53	N/A
Security Cage - Construction (per Linear Foot)	\$ 48.36	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	\$ 11.57
DC Power		
Power Costs (per Load Ampere Ordered)	N/A	\$ 18.74
Power Costs (per Connection to Power Plant up to 30 Amps)	\$ 1,351.85	\$ 16.08
Power Costs (per Connection to Power Plant 35-60 Amps)	\$ 2,358.66	\$ 26.33
Power Costs (per Connection to Power Plant 70-100 Amps)	\$ 8,703.98	\$ 85.79
Additional Cost per Foot Over 110 Linear Feet	\$ 167.99	\$ 1.57
Power Costs (per Connection to Power Plant 125-200 Amps)	\$ 19,171.25	\$ 185.72
Additional Cost per Foot Over 110 Linear Feet	\$ 317.45	\$ 2.96
AC Power		
AC Outlet Installation (per 20 amp outlet)	\$ 1,094.61	N/A
Overhead Lights (per set of 2)	\$ 1,605.26	N/A
Cross Connect Facilities		
DS0 Switchboard Cable (per 100 Pair)	N/A	\$ 28.46
DS0 Co-Carrier Direct Cabling (per 100 Pair Switchboard Cable)	\$ 524.41	\$ 8.17
DS1 Cross Connect (per DS1 in 28-pack Increments)	N/A	\$ 1.62
DS1 Co-Carrier Direct Cabling (per DS1 28-pack Cable)	\$ 538.71	\$ 9.66
DS3 Cross Connect (per DS3 in 12-pack Increments)	N/A	\$ 20.33
DS3 Co-Carrier Direct Cabling (per DS3 12-pack Cable)	\$ 1859.23	\$ 22.67
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 16.26
Optical Co-Carrier Direct Cabling (per 4-Fiber Cable)	\$ 211.59	\$ 10.15
Internal Cable Space (per 48-Fiber Cable)	N/A	\$ 46.34

Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	\$ 31.42
Internal Cable (per 48-Fiber Cable)	\$ 1,173.14	\$ 37.84
Internal Cable (per 100-Pair Copper Stub Cable)	\$ 184.09	\$ 52.29

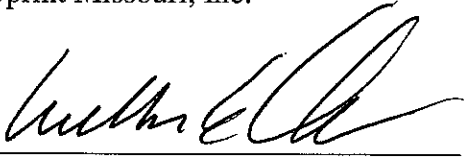
Table 2: Rates for the State of Missouri (continued)

Physical and Virtual Collocation Elements (continued)	Non-Recurring Rate	Monthly Recurring Rate
Security Card		
Security Card (per Card)	\$ 15.00	N/A
Additional Labor Charges (Physical or Virtual)		
Additional Labor 1/4 hour CO Technician - Regular	\$ 11.78	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 17.67	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 23.56	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14.96	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 12.68	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 19.02	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 25.36	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 13.49	N/A
Line Sharing		
96-Line Splitter Shelf	N/A	\$20.70
Cross-Connects (per 100 DS0), MDF to Splitter in Common Area,	N/A	\$28.23
Cross-Connects (per 100 DS0), Splitter in Common Area to Collocation Arrangement	N/A	\$21.38
Cross-Connects (per 100 DS0), MDF to Collocation Arrangement (see switchboard cable)		
Adjacent Onsite Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB
Remote Terminal Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

“Sprint” Sprint Missouri, Inc.

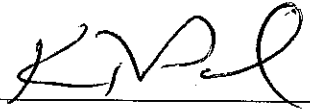
“CLEC” Level 3 Communications, LLC

By: 

Name
(typed): William E. Cheek

Title: AVP – Strategic Sales & Account
Management

Date: 2/26/04

By: 

Name
(typed): Kevin Paul

Title: Vice President of Softswitch
Deployment

Date: 2/24/2004

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