



**MASTER INTERCONNECTION AND RESALE AGREEMENT
FOR THE STATE OF MISSOURI**

**EFFECTIVE:
March 1, 2004**

**Between:
Level 3 Communications, LLC**

and

Sprint Missouri, Inc.

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this 1st day of March, 2004, entered into by and between Level 3 Communications, LLC ("CLEC"), a Delaware corporation, and Sprint Missouri, Inc. ("Sprint"), a Missouri corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide such service; and

WHEREAS, CLEC wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements") for the provision of its Telecommunications Services to others, and Sprint is willing to provide such services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Missouri Public Service Commission (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Missouri.

Now, therefore, in consideration of the terms and conditions contained herein, CLEC and Sprint hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Article shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Act" means the Communications Act of 1934, as amended.
- 1.5. "Active Collocation Space" means the space within a Sprint premises that has sufficient telecommunications infrastructure systems to house telecommunications equipment. Infrastructure systems includes floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems (AC poser), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge. Space within controlled environmental vaults (CEVs), huts and cabinets and similar eligible structures that can be designated for physical collocation shall be considered Active Collocation Space.
- 1.6. "Affiliate" is as defined in the Act.
- 1.7. "Automated Message Accounting (AMA)" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.
- 1.8. "Automatic Location Identification (ALI)" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.
- 1.9. "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

- 1.10. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.11. "Automatic Route Selection (ARS)" is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.12. "ATU – C" refers to an ADSL Transmission Unit – Central Office.
- 1.13. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.14. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.15. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.16. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.17. "Common Channel Signaling (CCS)" is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.18. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.

- 1.19. “Central Office Switches” (“COs”) - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.19.1. “End Office Switches” (“EOs”) are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.19.2. “Tandem Switches” are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.19.3. “Remote Switches” are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.20. “Centrex” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.21. “CLASS/LASS” (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party’s number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.22. “Collocation Arrangement” refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing CLEC’s equipment within the Premises.
- 1.23. “Collocation Point of Termination” shall mean the physical demarcation point as described in Section 5.
- 1.24. “Collocation Space” shall mean an area of space as agreed between the parties, located in a Building to be used by CLEC to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.25. “Commingle” means the act of Commingling.
- 1.26. “Commingling” means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that CLEC has obtained at wholesale from Sprint or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services.
- 1.27. “Commission” means the Missouri Public Service Commission.
- 1.28. “Common Transport” provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint’s network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
- 1.29. “Confidential and/or Proprietary Information” has the meaning set forth in §11 of

Part A -- General Terms and Conditions.

- 1.30. "Controlled Environment Vault" shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment.
- 1.31. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.32. "Copper Loop" is a stand-alone local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (*e.g.*, DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the Copper Loops are in service or held as spares. The Copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
- 1.33. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.34. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.35. "Dark Fiber Loop" is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.
- 1.36. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.37. "Dedicated Transport" provides a local interoffice transmission path between Sprint Wire Centers or switches. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem Switch.
- 1.38. "Demarcation Point" is that point on the loop where Sprint's control of the facility ceases, and the End User Customer's control of the facility begins.
- 1.39. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.40. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.41. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

- 1.42. "DS1 Loop" is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 1.43. "DS3 Loop" is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.
- 1.44. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.45. "Enhanced Extended Link" ("EEL") for purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network.
- 1.46. "Enhanced 911 Service (E911)" means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.47. "Effective Date" is the date referenced in the opening paragraph on Page 1 of the Agreement, unless otherwise required by the Commission.
- 1.48. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.49. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.50. "Emergency Service Number (ESN)" is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.51. "EMI" (Exchange Message Interface System) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions)."
- 1.52. "End Date" is the date this Agreement terminates as referenced in 4.2.
- 1.53. "FCC" means the Federal Communications Commission.
- 1.54. "Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end user's customer premises.
- 1.55. "Grandfathered Service" means service which is no longer available for new

customers except pursuant to a transition period established by the FCC or Commission and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.

- 1.56. "High Frequency Portion of the local Loop" ("HFPL") is defined as the frequency range above the voice band on a copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Sprint to the end-user customer.
- 1.57. "Hybrid Loop" means a local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.
- 1.58. "Inactive Collocation Space" means the space within the central office where infrastructure systems do not currently exist and must be constructed and where Active Collocation space has been exhausted. The designation of Inactive Collocation Space is applicable to space within central offices only; other Sprint Premises such as CEVs, Huts, and Vaults shall be considered Active Collocation Space.
- 1.59. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.60. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.61. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.62. "ISP-Bound Traffic," means Information Access Traffic as defined in paragraph 44 of the FCC's *Order on Remand and Report and Order* in CC Docket Nos. 96-98 and 99-68. For purposes of this Agreement, ISP-Bound Traffic is traffic (excluding CMRS traffic) that is routed by a LEC to or from the facilities of a provider of information services, of which Internet Service Providers (ISPs) are a subset
- 1.63. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.64. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office. Upon implementation of Local Number Portability, defined herein, INP services will be discontinued.
- 1.65. "Line Information Data Base (LIDB)" means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone

line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.

- 1.66. "Live Load Capacity" as it relates to a CLEC's collocation space refers to the structural strength of the floor to support the weight of CLEC's property and equipment installed in the collocated space.
- 1.67. "Local Loop" refers to a transmission path between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the Network Interface Device at a customer's premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises as well as any inside wire owned or controlled by Sprint that is part of the transmission path. Local loops include copper loops, hybrid loops, FTTH loops, DS1 loops, DS3 loops and Dark Fiber Loops. The Local Loop, includes, but is not limited to, two-wire and four-wire copper analog voice grade loops, and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DSL level services.
- 1.68. "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.69. "Local Service Request (LSR)" means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.70. "Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory Extended Area Service (EAS) area as defined by the Commission, or if not defined by the Commission, then as defined in existing Sprint tariffs. For purposes of reciprocal compensation under this agreement, Local Traffic does not include ISP-Bound Traffic.
- 1.71. "LOE" shall mean CLEC-owned equipment.
- 1.72. "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.73. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications

Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

- 1.74. “North American Numbering Plan” (“NANP”) means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.75. “National Emergency Number Association (NENA)” is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.76. “Network Element” as defined in the Act.
- 1.77. “Non-qualifying Service” means a service that is not a Qualifying Service.
- 1.78. “Numbering Plan Area (NPA)” (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A “Non-Geographic NPA,” also known as a “Service Access Code (SAC Code)” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.79. “NXX,” “NXX Code,” “NNX,” “COC,” “Central Office Code,” or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.80. “OBF” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)
- 1.81. “Operator Systems” is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.
- 1.82. “Operator Services” provides for:
 - 1.82.1. operator handling for call completion (e.g., collect calls);
 - 1.82.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.82.3. special services (e.g., BLV/BLI, Emergency Agency Call).

- 1.83. "Outside Cable Duct" shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.84. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.85. "P.01 Transmission Grade Of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.86. "Parties" means, jointly, Sprint and CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.87. "Party" means either Sprint or CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.88. "Percent Local Usage (PLU)" is a calculation which represents the ratio of the local minutes and ISP-Bound traffic minutes to the sum of local, ISP-Bound, and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.89. "Physical Collocation" is as defined in 47 CFR 51.5.
- 1.90. "Physical Point of Interconnection" ("Physical POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks.
- 1.91. "Premises" is as defined in 47 C.F.R. 51.5.
- 1.92. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:
- 1.92.1. Composition of the loop material, i.e. fiber optics, copper;
- 1.92.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:

- 1.92.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;
- 1.92.2.2. Feeder/distribution interfaces;
- 1.92.2.3. Bridge taps;
- 1.92.2.4. Load coils;
- 1.92.2.5. Pair gain devices; or
- 1.92.2.6. Disturbers in the same or adjacent binders.
- 1.92.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
- 1.92.4. Wire gauge or gauges; and
- 1.92.5. Electrical parameters.
- 1.93. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.94. "Qualifying Service" means a telecommunications service that competes with a telecommunication service that has traditionally been the exclusive or primary domain of Sprint, including but not limited to, local exchange service, such as plain old telephone service, and access services, such as digital subscriber line services and high-capacity circuits.
- 1.95. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or CLEC for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 1.96. "Routing Point" means a location which Sprint or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or

X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

- 1.97. "Small Exchange Carrier Access Billing (SECAB)" means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.98. "Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.99. "Signaling Transfer Point (STP)" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.100. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.101. "Street Index Guide (SIG)" is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.
- 1.102. "Switch" means a Central Office Switch as defined in this Part A.
- 1.103. "Synchronous Optical Network (SONET)" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 Mbps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 Gbps).
- 1.104. "Tandem Office Switches", "Tandem", and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.105. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.106. "Technically Feasible" refers solely to technical or operational concerns, rather

than economic, space, or site considerations.

- 1.107. "Telecommunications" is as defined in the Act.
- 1.108. "Telecommunications Carrier" is as defined in the Act.
- 1.109. "Telecommunication Services" is as defined in the Act.
- 1.110. "Transit Service" means the delivery of Local Traffic by Sprint or CLEC, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.111. "Transit Traffic" means Local Traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.112. "Virtual Collocation" is as defined in 47 C.F.R. 51.5.
- 1.113. "Virtual Point of Interconnection" ("Virtual POI") is a point, other than the Physical POI, that delineates where CLEC's financial transport obligations for purposes of interconnection with Sprint begin (in the case of responsibility for transport as it is used to carry Sprint-originated traffic).
- 1.114. "Wholesale Service" means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.
- 1.115. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.
- 1.116. "xDSL" refers to a generic term for a series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

- 2.1. This Agreement, including Parts A through K, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.
- 2.2. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Sprint may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this section. Sprint agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

3. REGULATORY APPROVALS

- 3.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 3.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of (i) any amendment of the Act; (ii) any effective legislative action; (iii) any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement; or (iv) other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable, any of which becomes effective subsequent to the Effective Date of the Agreement and revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the

affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 3.3. Notwithstanding any other provision of this Agreement to the contrary §3.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

4. TERM AND TERMINATION

- 4.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if CLEC has any outstanding undisputed past due obligations to Sprint, this Agreement will not be effective until such time as any undisputed past due obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties, provided CLEC has established a customer account with Sprint and has completed the Implementation Plan described in §32 hereof.
- 4.2. Except as provided herein, Sprint and CLEC agree to provide service to each other on the terms of this Agreement for a period from the Effective Date through and including February 28, 2006 (the "End Date").
- 4.3. In the event of either Party's material breach of any of the material terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof.
- 4.4. Sprint may terminate this Agreement upon ten (10) days notice if CLEC is not exchanging traffic with Sprint or has not submitted orders for services or unbundled network elements pursuant to this Agreement within one hundred eighty (180) days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state.
- 4.5. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other

Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

- 4.6. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice, but in any event, Sprint shall make reasonable efforts to assist CLEC in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission rule or order with respect to discontinuance of service and the sale of the exchanges.

5. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

- 5.1. In the event that this Agreement expires under §4.2, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §4.3, termination upon cessation of business under §4.4, or for termination upon sale under §4.6, Interconnection services that had been available under this Agreement and exist as of the End Date may continue uninterrupted after the End Date at the written request of either Party only under the terms of:
 - 5.1.1. a new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
 - 5.1.2. such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of expiration; or
 - 5.1.3. an existing agreement between Sprint and another carrier, adopted by CLEC for the remaining term of that agreement. If neither §5.1.1 nor §5.1.2 are in effect, and CLEC fails to designate an agreement under this subsection, then Sprint may designate such agreement.
- 5.2. In the event that this Agreement expires under §4.2, and at the time of expiration, the Parties are actually negotiating in good faith pursuant to §252 of the Act or in arbitration or mediation before the appropriate Commission or FCC under §252 of the Act, then at the request of either Party, the Parties shall provide each other Interconnection services after the End Date under the same terms as the expired Agreement. Service under these terms will continue in effect only until the earlier to occur of (i) one year from the End Date, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration request.

6. RESERVATION OF RIGHTS

- 6.1. The Parties agree that nothing in this Agreement shall constitute a precedent in any other proceeding and further neither Party will assert in any other any proceeding that this Agreement should be considered as precedent. Notwithstanding neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the any issue addressed in this Agreement.

7. CHARGES AND PAYMENT

- 7.1. In consideration of the services provided by Sprint under this Agreement, CLEC shall pay the charges set forth in Part C subject to the provisions of §3.2 and §3.3 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part J. In consideration of the services provided by Level 3 under this Agreement, Sprint shall pay CLEC the charges specified in Part C for intercarrier compensation as set forth in this Agreement.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices by the due date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under §7.4. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 7.2.1. If an invoice is not paid or disputed within thirty (30) days after the due date, Sprint will suspend processing new orders. Prior to any suspension, Sprint will provide CLEC ten (10) days written notice.
- 7.2.2. If the account remains delinquent sixty (60) days after the due date Sprint will consider it a material breach of a material term or condition of the Agreement and will terminate all services under this Agreement, subject to the written notice requirements of provision 4.3 of this Agreement.
- 7.3. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC") no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice.
- 7.4. Each Party will assess late payment charges to the other Party equal to the lesser of one percent (1%) per month or the maximum rate allowed by law for commercial transactions, of the balance due, until the amount due is paid in full.
- 7.5. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with §39.

8. AUDITS AND EXAMINATIONS

- 8.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request.
- 8.2. Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 8.3. Each party shall bear its own expenses in connection with the conduct of the Audit. The Requesting Party will pay for the reasonable cost of special data extraction required by the Requesting Party to conduct the Audit. For purposes of this § 8.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit.
- 8.4. Adjustments based on the audit findings may be applied to no more than the twelve (12) month period included in the audit, and only to such period as to which the audit reveals that an adjustment is warranted. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. Interest shall be calculated in accordance with § 7.4 above.
- 8.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or

otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

- 8.6. This § 8 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement. All information obtained during an Audit or Examination shall be treated as confidential and proprietary information pursuant to this Agreement, and the obligation to treat such information as confidential and proprietary shall survive expiration or termination of this Agreement as provided in the section of this Agreement relating to survival of obligations.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 9.2. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or any liability to, the other Party based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either party under this Agreement, constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- 9.3. Following notice of an infringement claim against Sprint based on the use by CLEC of a service or facility, CLEC shall at CLEC's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if CLEC fails to do so, Sprint may charge CLEC for such costs as permitted under a Commission order.
- 9.4. Notwithstanding anything to the contrary in this Section 9, the Parties agree to resolve any concerns with respect to third-party intellectual property rights arising from CLEC's use of Sprint services or facilities in accordance with the April 27, 2000 Memorandum Opinion and Order of the FCC in CC Docket No. 96-98.

10. LIMITATION OF LIABILITY

- 10.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including

(without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under §11 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, except in the case of gross negligence or willful misconduct of the Party seeking to rely upon the limitation of liability in this Section, in no event shall either Party's liability to the other Party for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

11. INDEMNIFICATION

- 11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 11.2. CLEC shall indemnify and hold harmless Sprint from all claims by CLEC's subscribers.
- 11.3. Sprint shall indemnify and hold harmless CLEC from all claims by Sprint's subscribers.
- 11.4. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 11.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 11.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 11.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 11.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent

allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for

11.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and

11.8.2. Consequential Damages (as defined in § 10 above).

12. BRANDING

- 12.1. CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which Sprint may directly communicate with CLEC subscribers. In those instances where CLEC requests that Sprint personnel interface with CLEC subscribers, such Sprint personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.
- 12.2. Other business materials furnished by Sprint to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.
- 12.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 12.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with CLEC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 12.5. This § 12 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

13. REMEDIES

- 13.1. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

14. CONFIDENTIALITY AND PUBLICITY

- 14.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information"). If information is conveyed orally or through visual presentation, such information shall be considered confidential and proprietary and subject to the protections of this Section provided that the Disclosing Party indicates confidential at time of disclosure and designates it as such in writing within ten (10) days of the disclosure.
- 14.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall
 - 14.2.1. use it only for the purpose of performing under this Agreement,
 - 14.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
 - 14.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 14.3. Recipient shall have no obligation to safeguard Confidential Information
 - 14.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 14.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 14.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 14.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 14.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 14.5. Each Party agrees that in the event of a breach of this §14 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive,

but shall be in addition to all other remedies available at law or in equity.

- 14.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This §14.6 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 14.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 14.8. Except as otherwise expressly provided in this §14, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation §222 of the Act.

15. DISCLAIMER OF WARRANTIES

- 15.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

16. ASSIGNMENT AND SUBCONTRACT

- 16.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and

duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed CLEC or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

- 16.2. Except as provided in §16.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

17. GOVERNING LAW

- 17.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

18. RELATIONSHIP OF PARTIES

- 18.1. It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

19. NO THIRD PARTY BENEFICIARIES

- 19.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent CLEC from providing its Telecommunications Services to other carriers.

20. NOTICES

- 20.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

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

If to
CLEC: Director -- Interconnection
Services
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Copy to: General Counsel
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

- 20.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this §20.

21. WAIVERS

- 21.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 21.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 21.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

22. SURVIVAL

- 22.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 7, 8, 9, 10, 11, 14, 19, 21, and 24.

23. FORCE MAJEURE

- 23.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this §23 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming

excusable delay or other failure to perform. Subject to §4 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

24. DISPUTE RESOLUTION

- 24.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. If the Parties are unable to resolve the dispute, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.
- 24.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.
- 24.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed sixty (60) days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 24.4. After such period either Party may file a complaint with the FCC or the Commission; provided, however, that nothing in this Section shall be interpreted to prevent a Party from seeking equitable, emergency, or injunctive relief at such time as it deems necessary to halt ongoing harm or an ongoing violation of this

Agreement.

25. COOPERATION ON FRAUD

- 25.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other.

26. TAXES

- 26.1. Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 26.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- 26.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 26.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 26.3. Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 26.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 26.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 26.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and

satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

26.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

26.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

26.3.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

26.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

26.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

26.4.1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

26.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 26.4.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 26.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 26.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 26.4.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 26.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 26.5. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

27. AMENDMENTS AND MODIFICATIONS

- 27.1. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated,

and signed by both Parties.

28. SEVERABILITY

28.1. Subject to § 3.2, if any part of this Agreement is held to be invalid, void or unenforceable for any reason, such a holding will affect only the portion of this Agreement which is invalid, void, or unenforceable. In all other respects this Agreement will stand as if the affected provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, voided, or invalidated thereby.

29. HEADINGS NOT CONTROLLING

29.1. The headings and numbering of Articles, Sections, Parts and Parts in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

30. ENTIRE AGREEMENT

30.1. This Agreement, including all Parts and Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, subject only to the terms of any applicable tariff on file with the state Commission or the FCC, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

31. SUCCESSORS AND ASSIGNS

31.1. Subject to the terms of this Agreement, Sprint and CLEC agree this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

32. IMPLEMENTATION PLAN

32.1. Implementation Team. This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team"), upon execution of this Agreement, and when necessary upon the request of either party, within a reasonable time frame, which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder. The Implementation Team guidelines can be found on the Sprint website at

https://www.sprintbmo.com/bizpark/localwholesale/html/market_clec_lw.html

- 32.2. Dispute Resolution. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part A Section 23.

33. MISCELLANEOUS PROVISIONS

- 33.1. Under this Agreement, each Party bears its respective rights and obligations as provided in Section 252(i) of the Act, 47 U.S.C. sub section 252(i) (1996), and the FCC's rules and orders interpreting that Section.
- 33.2. CLEC understands and agrees that this agreement serves as actual notice that Sprint and its Affiliates have entered into a binding contract to provide exclusive telecommunications services for the Army and Air Force Exchange Service ("AAFES"). The AAFES contract specifies, among other things, that Sprint shall provide all telecommunications services to officer and enlisted temporary living facilities (commonly named Bachelor Officer Quarters and Bachelor Enlisted Quarters) on United States Army bases. Sprint will be entitled to refuse to resell telecommunications services where such sale would be contrary to the AAFES agreement.

PART C - GENERAL PRINCIPLES

34. USE OF FACILITIES.

- 34.1. In situations where the CLEC has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise, the following will apply:
- 34.1.1. Sprint shall notify the CLEC by phone through the designated CLEC contact and via fax that it has had a request for service at the premise location that is currently being served by the CLEC;
- 34.1.2. If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;
- 34.1.3. So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial phone notification from Sprint to CLEC and Sprint shall issue a disconnect order with respect to the CLEC service at that location.

35. PRICE SCHEDULE

- 35.1. All prices to be imposed by Sprint and by CLEC under this agreement are set forth in Table One of this Part C, including prices for reciprocal compensation.
- 35.2. Subject to the provisions of Part B, § 3 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

36. LOCAL SERVICE RESALE

- 36.1. The rates that CLEC shall pay to Sprint for Local Resale are as set forth in the Sprint tariff, discounted as provided in Table 1 of this Part, and shall be applied consistent with the provisions of Part D of this Agreement.

37. INTERCARRIER COMPENSATION

- 37.1. The rates to be charged for the exchange of Local Traffic are set forth in Table One and shall be applied consistent with the provisions of Part F of this Agreement. ISP-Bound Traffic will be exchanged on a Bill and Keep basis. The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of ISP-Bound Traffic on the network of one Party which originates on the network of the other Party.
- 37.1.1 Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. This presumption

may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"). Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the ISP-Bound Traffic which is subject to the Bill and Keep compensation mechanism.

37.1.2. Bill and Keep does not apply to Local Traffic or ISP-Bound Traffic originated by CLEC or a third party, transiting Sprint's network, and terminated by CLEC or a third party (*i.e.* Transit Traffic) in which case applicable transit charges will apply as set forth in 37.6. Sprint will not assume transport and termination liabilities on behalf of the calls originated by CLEC and terminated to a third party or originated by a third party and terminated by CLEC.

37.1.3 The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"), including but not limited to Sprint's option to invoke on a date specified by Sprint the FCC's ISP interim compensation regime. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms, and conditions specified in the FCC's ISP Compensation Order, unless the Parties are exchanging traffic (Local Traffic and/or ISP-Bound traffic) at Bill and Keep, such Bill and Keep arrangement shall continue.

37.2. CLEC shall compensate Sprint at TELRIC rates for the transport of calls to end users outside the local calling area in which their NPA/NXXs are homed (virtual NXX) and neither Party will bill the other Party for compensation for such traffic (*i.e.* such traffic will be bill and keep).

37.3. Neither Party will knowingly send voice calls that are transmitted by a Party or for a Party at that Party's request, at any point, in whole or in part, via the public Internet or a private IP network over local interconnection trunks for termination as local traffic by the other Party until a mutually agreed Amendment is effective ("VoIP" traffic). CLEC will notify Sprint when CLEC wishes to deliver VoIP traffic to Sprint. After such notice the Parties agree to promptly negotiate terms, conditions and rates that apply to VoIP traffic. If the Parties are unable to reach agreement within sixty (60) days of the notice, either Party may invoke the Dispute Resolution provisions of this Agreement. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation in lieu of intrastate or interstate access. By entering into this Agreement, both Parties reserve the right to advocate their respective positions

before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

- 37.4. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement.
- 37.5. INP is available in all Sprint service areas where LNP is not available. Once LNP is available, all INP arrangements will be converted to LNP. Where INP is available and a toll call is completed through Sprint's INP arrangement (e.g., remote call forwarding) to CLEC's subscriber, CLEC shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations. If a national standard billing method has not been developed for a CLEC to directly bill a carrier access for a toll call that has been completed using interim number portability, then the INP Rate specific to Access Settlements in this Part C will be used.
 - 37.5.1. The ported party shall charge the porting party on a per line basis using the INP Rate specific to Access Settlements in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as subject to INP will be compensated as local interconnection as set forth in § 37.1.
- 37.6. CLEC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Part when CLEC uses a Sprint access tandem to terminate a local call to a third party LEC or another CLEC. Sprint shall pay CLEC a transit rate equal to the Sprint rate referenced above when Sprint uses a CLEC switch to terminate a local call to a third party LEC or another CLEC.
- 37.7. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic" and "ISP-Bound Traffic" as defined herein, for intercarrier compensation purposes. Sprint may request CLEC's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Sprint. Should the documentation indicate that the factor should be changed by Sprint, the Parties agree that any changes will be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic and traffic that is not ISP-Bound Traffic, the Parties agree to exchange traffic and compensate one another based on the applicable rates and elements included in each party's access tariffs. Each Party will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).
 - 37.7.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls

exchanged without CPN will be billed as local or intrastate access in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

38. UNBUNDLED NETWORK ELEMENTS

- 38.1. The charges that CLEC shall pay to Sprint for Unbundled Network Elements are set forth in Table 1.

39. SECURITY DEPOSIT

- 39.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current undisputed payments for carrier services to Sprint and all ILEC affiliates of Sprint where CLEC has operated. A payment is not considered current in any month if it is made more than 30 days after the bill date.
- 39.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.
- 39.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 39.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint. All security deposits will be subject to a minimum deposit level of \$10,000.
- 39.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
- 39.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, material adverse changes in CLEC's financial status so warrant and/or gross monthly billing has increased significantly beyond the level initially used to determine the security deposit.
- 39.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
 - 39.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due and Sprint has provided written notice of its intent to credit the deposit; or
 - 39.7.2. when CLEC files for protection under the bankruptcy laws; or
 - 39.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 39.7.4. when this Agreement expires or terminates; provided, however, that if CLEC has no outstanding undisputed balances upon expiration or

termination of this Agreement or if the amount of the deposit exceeds the outstanding undisputed balance at that time, Sprint shall return such deposit to CLEC within sixty (60) days of expiration or termination

- 39.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Interest on a cash or cash equivalent deposit will be paid in accordance with the terms of standard Sprint tariff provisions with respect to customer deposits. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current undisputed payments for carrier services to Sprint for twelve (12) consecutive months.

PART D - LOCAL RESALE

40. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 40.1. At the request of CLEC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to CLEC for resale Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers.
- 40.2. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided pursuant to this Part D are collectively referred to as "Local Resale."
- 40.3. To the extent that this Part describes services which Sprint shall make available to CLEC for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

41. GENERAL TERMS AND CONDITIONS

- 41.1. Pricing. The prices charged to CLEC for Local Resale are those presented in the Sprint local tariff, discounted as set forth in Part C of this Agreement.
 - 41.1.1. CENTREX Requirements
 - 41.1.1.1. At CLEC's option, CLEC may purchase the entire set of CENTREX features or a subset of any such features.
 - 41.1.1.2. All features and functions of CENTREX Service, including CENTREX Management System (CMS), whether offered under tariff or otherwise, shall be available to CLEC for resale.
 - 41.1.1.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to CLEC.
 - 41.1.1.4. Consistent with Sprint's tariffs, CLEC, at its expense, may collect all data and aggregate the CENTREX local exchange, and IntraLATA traffic usage of CLEC subscribers to qualify for volume discounts on the basis of such aggregated usage.
 - 41.1.1.5. CLEC may request that Sprint suppress the need for CLEC subscribers to dial "9" when placing calls outside the CENTREX System. Should CLEC request this capability for its subscriber, the subscriber will not be able to use 4-digit dialing.
 - 41.1.1.6. CLEC may resell call forwarding in conjunction with CENTREX Service.
 - 41.1.1.7. CLEC may purchase any CENTREX Service for resale subject

to the requirements of Sprint's tariff.

41.1.1.8. Sprint shall make available to CLEC for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to CLEC for resale.

41.1.1.9. CLEC may resell Automatic Route Selection ("ARS"). CLEC may aggregate multiple CLEC subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.

41.1.2. Voluntary Federal and State Subscriber Financial Assistance Programs

41.1.2.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.

41.1.3. Grandfathered Services. Sprint shall offer for resale to CLEC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide CLEC with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.

41.1.4. Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with FCC and Commission Rules and Regulations.

41.1.5. COCOT lines will not be resold to payphone service providers at wholesale prices under this Agreement.

41.1.6. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Sprint shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call

Forward Don't Answer) feature capabilities allowing for Voice Mail services.

41.1.7. Hospitality Service. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.

41.1.8. LIDB Administration

41.1.8.1. Sprint shall maintain customer information for CLEC customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the CLEC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

41.1.8.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as CLEC's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

PART E - NETWORK ELEMENTS

42. GENERAL

- 42.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs") such that CLEC will be able to subscribe to and interconnect to whichever of these unbundled elements CLEC requires for the purpose of offering Qualifying Services to its customers. CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is CLEC's obligation to combine Sprint-provided UNEs with any facilities and services that CLEC may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part B, Section 4 of this Agreement.

43. UNBUNDLED NETWORK ELEMENTS

- 43.1. Sprint shall offer UNEs to CLEC for the purpose of offering a Qualifying Service to CLEC subscribers. CLEC may not access UNEs for the sole purpose of providing Non-qualifying Services. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 43.2. CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party.
- 43.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.

44. BONA FIDE REQUEST PROCESS

- 44.1. The receiving Party shall promptly consider and analyze access to UNEs or combinations of UNEs not specifically covered in this Agreement, or previously requested by or provided to another carrier, with the submission of a Bona Fide Request ("BFR") hereunder. UNEs or combinations of UNEs not specifically covered by his Agreement, but which have previously been requested by or provided to another carrier by the receiving Party, are not subject to the BFR process and shall be provided to the requesting party on the same rates, terms and conditions under which they were provided to the third-party carrier.
- 44.2. A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request.
- 44.3. The requesting Party may cancel a BFR at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 44.4. Within ten (10) calendar days of its receipt, the receiving Party shall acknowledge receipt of the BFR.
- 44.5. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, the receiving Party shall provide to the requesting Party a preliminary analysis of such BFR. If applicable, the preliminary analysis shall confirm whether the receiving Party will offer access to the UNE, including whether it is technically or operationally feasible.
- 44.6. Upon receipt of the preliminary analysis, the requesting Party shall, within twenty (20) calendar days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.

- 44.7. The receiving Party shall promptly proceed with the BFR upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 44.8. As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, the receiving Party shall provide to the requesting Party a BFR Quote which will include, at a minimum, a description of each service or UNE, the availability, the applicable rates and the installation intervals.

- 44.9. Within twenty (20) calendar days of its receipt of the BFR Quote, the requesting Party must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 44.10. If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B of this Agreement.

45. INDIVIDUAL CASE BASIS PRICING

- 45.1. Individual Case Basis (ICB) pricing will be provided by Sprint upon request from the CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement and the same specific network services and features for UNEs have not been provided by Sprint to other requesting CLECs.
- 45.2. Sprint will process ICB Pricing requests upon receipt from the CLEC. Sprint will provide CLEC a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

46. NETWORK INTERFACE DEVICE

- 46.1. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to customer premises wiring, regardless of the specific mechanical design.
- 46.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 46.3. CLEC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; may connect its own Loop to Sprint's NID; or may connect its own loop facilities to on-premises wiring at any other technically feasible point. Sprint will provide one NID termination of each loop. If additional NID terminations are required, CLEC may request them pursuant to the process detailed in Section 43 herein.
- 46.4. Sprint will provide CLEC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Table One will apply.

- 46.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 46.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to CLEC's NID and shall maintain a connection to ground that meets applicable industry standards. Each Party shall ground its NID independently of the other party's NID.
- 46.7. When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Table One. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table One.

47. LOOP

- 47.1. Sprint will provide CLEC access to Local Loops as defined in Part A including Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops, DS3 Loops, and Dark Fiber Loops. The following section includes the terms and conditions for Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops and DS3 Loops. Terms and conditions for the provision of Dark Fiber Loops are set forth in Section 56 of this Agreement. Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops is contained in Section 59.
- 47.2. At CLEC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.
 - 47.2.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").
 - 47.2.2. When installation is complete cooperative testing will be provided by Sprint at CLEC's expense. Sprint technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not respond within five (5) minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.
 - 47.2.3. Sprint will charge CLEC at the rates set out on Table One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC end user's side of the Demarcation Point.
- 47.3. Analog Loop Capabilities
 - 47.3.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the CLEC's end user's premises. CLEC shall not install equipment on analog Loops that exceeds the specified bandwidth.
 - 47.3.2. Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops, based on available facilities.

47.3.3. Where necessary equipment is not available, CLEC requests will be processed through the ICB process. Sprint will provide routine network modifications, as discussed in section 59 herein, at Parity and on a non-discriminatory basis. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available to the extent such costs are not already recovered (i.e., if the costs are recovered through recurring charges, Sprint may not also recover these charges through non-recurring charges). Sprint is under no obligation to provide non-routine network modifications or construct UNEs. CLEC may submit an ICB request for a non-routine network modification. Sprint, in its sole discretion, may provide a price quote or reject the request.

47.4. Digital Loops

47.4.1. Sprint will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which CLEC may deploy advanced services. Deployment of advanced services over digital loops by CLEC will be consistent with the terms and conditions contained in 47.6 and 47.7 of this section. On digital Loops, Sprint will only provide electrical continuity and line balance.

47.4.2. 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.

47.4.3. Where necessary equipment is not available, CLEC requests will be processed through the ICB process. Sprint will provide routine network modifications, as discussed in section 59 herein, at Parity and on a non-discriminatory basis. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available to the extent such costs are not already recovered (i.e., if the costs are recovered through recurring charges, Sprint may not also recover these charges through non-recurring charges). Sprint is under no obligation to provide non-routine network modifications or construct UNEs. CLEC may submit an ICB request for a non-routine network modification. Sprint, in its sole discretion, may provide a price quote or reject the request.

47.4.4. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a

facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

47.5. Non-Standard Digital Loops

47.5.1. If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning may apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, the FCC's spectrum management rules (51.230-233) shall apply and all of the SMC requirements set forth in sections 46.7 and 46.6.7 are applicable.

47.6. Adherence to National Industry Standards

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

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

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

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

47.6.2.3. Has been successfully deployed by any CLEC without significantly degrading the performance of other services.

47.6.2.4. Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 47.6.2, 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.

47.6.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to

mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the 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.

47.6.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 47.6.2, the degraded service shall not prevail against the newly deployed technology.

47.6.5. Sprint may not deny CLEC's request to deploy a technology that is presumed acceptable for deployment unless Sprint demonstrates to the Commission that deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voiceband services. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

47.6.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.

47.6.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:

47.6.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

47.6.7.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

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

47.6.7.4. As an alternative to Section 6.6.7.1 CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.

47.7. Information to be Provided for Deployment of Advanced Services.

47.7.1. Upon request, Sprint shall provide to CLEC:

- 47.7.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
 - 47.7.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
 - 47.7.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
- 47.7.2. In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
- 47.7.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
 - 47.7.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);
 - 47.7.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.
- 47.8. Hybrid Loops. Sprint will provide CLEC access to Hybrid Loops for the provision of broadband and narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.
- 47.8.1. When CLEC requests access to a Hybrid Loop for the provision of broadband service, Sprint will provide CLEC, on an unbundled basis, with non-discriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 and DS3 capacity, to the extent the Commission or FCC has determined that impairment exists, to establish a transmission path between Sprint's Central Office and the CLEC's end-user's premises.
- 47.8.2. When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will
- 47.8.2.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.*

equivalent to DS0 capacity) using time division multiplexing, or

- 47.8.2.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

47.9. Fiber-to-the-home Loop (FTTH Loop)

47.9.1. New builds. Sprint will not provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed a FTTH Loop to an end-user's customer premises that was not previously served by any loop facility.

47.9.2. Overbuilds. Sprint will not provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed a FTTH Loop parallel to, or in replacement of, an existing copper loop facility, except that:

- 47.9.2.1. Sprint will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Sprint has retired the Copper Loop as set forth below.

- 47.9.2.2. If Sprint deploys FTTH Loop and maintains the existing Copper Loop, Sprint will restore the Copper Loop to serviceable condition upon request.

- 47.9.2.3. If Sprint deploys FTTH Loop and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop on an unbundled basis.

- 47.9.2.4. Prior to retiring Copper Loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.

47.10. DS1 Loops. Sprint will provide DS1 Loops except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to unbundled DS1 Loops at a specific end-user location. For DS1 Loops that are operational on the date the Commission or FCC makes a finding of no impairment, CLEC will transition the DS1 Loops to another service within a time frame established by the Commission or agreed to by the Parties.

47.11. DS3 Loops. Sprint will provide DS3 Loops except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to unbundled DS3 Loops at a specific customer location, up to a maximum of two unbundled DS3 Loops per carrier for any single customer location where DS3 Loops are available as unbundled Loops. For DS3 Loops that

are operational on the date the Commission or FCC makes a finding of no impairment, CLEC will transition the DS3 Loops to another service within a time frame established by the Commission or agreed to by the Parties.

- 47.12. Dark Fiber Loops. Sprint will provide CLEC Dark Fiber Loops on an unbundled basis except where the Commission or FCC has determined that requesting Telecommunication Carriers are not impaired without access to a Dark Fiber Loop to a specific customer location. Specific terms and conditions for providing Dark Fiber Loops are contained in this Part of this Agreement.
- 47.13. Tag and Label. At CLEC's request, Sprint will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.
 - 47.13.1. Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.
 - 47.13.2. Tag and Label is available on the following types of Loops: 2- and 4-wire analog Loops, 2- and 4-wire xDSL capable Loops, 2- and 4-wire digital Loops, and DS1 4-wire Loops.
 - 47.13.3. CLEC must specify on the order form whether each Loop should be tagged and labeled.
 - 47.13.4. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

48. SUBLOOPS

- 48.1. Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Sprint will consider requests for access to subloops that have never been ordered from Sprint by any CLEC through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement. Once a subloop has been provisioned to any CLEC, Sprint shall make available to Level 3 such same subloop under the same terms, conditions and charges as provided to other requesting CLECs. Sprint will provide subloops on a non-discriminatory basis and at Parity.
- 48.2. Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a copper loop or hybrid loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Sprint's outside plant, including inside wire owned or controlled by Sprint, and the end-user premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path and includes the features, functions and capabilities of the

copper loop. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services and other services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Sprint is not obligated to offer feeder loop plant as a stand-alone UNE. To facilitate CLEC access to the copper subloop UNE, Sprint will provide, upon site-specific request, access to the copper subloop at a splice near the Sprint remote terminal.

48.2.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

48.3. Multiunit premises wiring. Sprint will make available to CLEC access to subloops for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation. If a dispute arises as to whether it is technically feasible or whether there is sufficient space available to unbundle a subloop for access to multiunit premises wiring at the point CLEC requests, Sprint shall have the burden of demonstrating to the Commission in an appropriate proceeding, that there is not sufficient space available or it is technically infeasible. Once one state commission has determined it is technically feasible to unbundled subloops at a designated point, there is a presumption in any other state that it is technically feasible.

48.3.1. An accessible terminal is any point in Sprint's network where a technician can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

48.3.2. Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.

48.4. Deployment of advanced services by CLEC over subloops will be in accordance with the terms included in Sections 47.6 and 47.7.

48.5. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those

integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

49. LOCAL CIRCUIT SWITCHING

- 49.1. Sprint will offer access to unbundled Local Circuit Switching, including Tandem Switching, except to the extent the Commission or FCC determines that Local Circuit Switching is not required to be unbundled. Where Sprint is required to offer unbundled Local Circuit Switching Sprint will offer, in conjunction with Local Circuit Switching, Tandems Switching, Shared Transport, and access to signaling and call related databases as set forth in this Agreement.
- 49.2. Local Circuit Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Circuit Switching function provides for Sprint's own services. Functionality may include, but is not limited to:
 - 49.2.1. line signaling and signaling software;
 - 49.2.2. digit reception;
 - 49.2.3. dialed number translations;
 - 49.2.4. call screening;
 - 49.2.5. routing;
 - 49.2.6. recording;
 - 49.2.7. call supervision;
 - 49.2.8. dial tone;
 - 49.2.9. switching;
 - 49.2.10. telephone number provisioning;
 - 49.2.11. announcements;
 - 49.2.12. calling features and capabilities (including call processing);
 - 49.2.13. Centrex, or Centrex like services;
 - 49.2.14. Automatic Call Distributor (ACD);
 - 49.2.15. CLEC presubscription (e.g., long distance Carrier, intraLATA

- toll), Carrier Identification Code (CIC) portability capabilities;
- 49.2.16. testing and other operational features inherent to the switch; and,
- 49.2.17. switch software.
- 49.3. Until the Commission or FCC establishes a maximum number of DS0 loops that a requesting Telecommunications Carrier can serve for each geographic market through unbundled switching, Sprint is not required to provide Local Circuit Switching under this Section for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas. The Parties agree to abide by the cutoff established by the Commission or FCC and will agree to an implementation plan within two (2) months of the Commission's or FCC's determination.
- 49.4. If the Commission or FCC determines that Sprint is not required to provide Local Circuit Switching for end-users served using DS0 capacity loops, CLEC must commit to an implementation plan to migrate its embedded unbundled local circuit switching customers within two months of the Commission's or FCC's determination. CLEC may no longer obtain access to unbundled local circuit switching five (5) months after the Commission or FCC determination. CLEC will submit orders to migrate its embedded base of end-user customers off of the unbundled circuit switching element in accordance with the following timetable measured from the date of the Commission or FCC determination:
- 49.4.1. CLEC will submit orders for one-third (1/3) of all its unbundled local circuit switching end-user customers within thirteen (13) months of the date of the Commission or FCC determination.
- 49.4.2. CLEC will submit orders for one-half (1/2) of its remaining unbundled local circuit switching end-user customers within twenty (20) months of the date of the Commission or FCC determination.
- 49.4.3. CLEC will submit orders for its remaining unbundled local circuit switching end-user customers within twenty-seven (27) months of the date of the Commission or FCC determination.
- 49.5. Where the Commission determines that impairment would be cured by transitional access to Local Circuit Switching on an unbundled basis, Sprint will provide Local Switching on an unbundled basis for at least ninety (90) days or such other longer time frame established by the Commission or FCC. CLEC will submit an order to migrate each end-user off of unbundled Local Switching within the time period established by the Commission or FCC.
- 49.6. CLEC will migrate end-users served using Local Circuit Switching and DS1 or above capacity (i.e. twenty-four (24) DS0s) loops to an alternative arrangement within one-hundred and eighty (180) days of October 2, 2003, unless the Commission files a petition with the FCC to rebut the national determination of no impairment. If the FCC denies the petition, CLEC will migrate end-users served using Local Circuit Switching and DS1 or above capacity (i.e. twenty-four

(24) DS0s) loops to an alternative arrangement within ninety (90) days of the FCC's determination.

- 49.7. Sprint will provide customized routing at CLEC's request where technically feasible. Customized routing enables the CLEC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the CLEC to route their customer's operator handled traffic to a different provider. CLEC requests will be processed through the ICB process. Pricing will be on a time and materials basis.
- 49.8. Technical Requirements
 - 49.8.1. Sprint shall provide its standard recorded announcements (as designated by CLEC) and call progress tones to alert callers of call progress and disposition. CLEC will use the BFR process for unique announcements.
 - 49.8.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to CLEC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by CLEC.
 - 49.8.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.
 - 49.8.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.
- 49.9. Interface Requirements. Sprint shall provide the following interfaces:
 - 49.9.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 49.9.2. Coin phone signaling;
 - 49.9.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements, except Sprint will not provide Primary Rate where the Commission determines, as provided in Section 8.6, that Local Circuit Switching to provide DS1 or above capacity loops is not required;
 - 49.9.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
 - 49.9.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and
 - 49.9.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g.,

computers and voice response systems), except where the Commission determines, as provided in Section 8.6, that Local Circuit Switching to provide DS1 or above capacity loops is not required.

49.10. Sprint shall provide access to interfaces, including but not limited to:

- 49.10.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by CLEC;
- 49.10.2. Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 49.10.3. Interface to CLEC directory assistance services through the CLEC switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

50. TANDEM SWITCHING

- 50.1. Sprint will offer unbundled Tandem Switching in conjunction with unbundled Local Circuit Switching except where the Commission or FCC determines that Local Circuit Switching is not required to be unbundled. Where Sprint is no longer required to provide Tandem Switching CLEC will agree to a time line to transition from unbundled Tandem Switching consistent with the time line associated with Local Switching and/or as ordered by the Commission or FCC.
- 50.2. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch). A host/remote end office configuration is not a Tandem Switching arrangement. Sprint will provide CLEC access to the same shared transport facilities connected to the Tandem Switch that Sprint provides to its end users.
- 50.3. Technical Requirements
 - 50.3.1. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 50.3.2. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by CLEC.
 - 50.3.3. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block CLEC traffic and leave its traffic unaffected or less affected).
 - 50.3.4. The Local Switching and Tandem Switching functions may be

combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

- 50.3.5. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

51. SHARED TRANSPORT

- 51.1. Sprint will offer access to shared transport in conjunction with unbundled local switching except where the Commission or FCC determines that local circuit switching is not required to be unbundled. Shared transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.
- 51.1.1. Sprint may provide Shared Transport over DS0, DS1, DS3, STS1 or higher transmission bit rate circuits, at Sprint's discretion.
- 51.1.2. Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Shared Transport.

52. DEDICATED TRANSPORT

- 52.1. Sprint will offer unbundled access to DS1 dedicated interoffice transmission facilities, or transport, except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to dedicated DS1 transport along a particular route. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated DS1 interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers or switches owned by Sprint and that have a total digital signal speed of 1.544 megabytes per second. Where Sprint is providing DS1 Transport and the Commission or FCC determines that a requesting Telecommunications Carrier is not impaired, within thirty (30) days of the Commission or FCC finding, Sprint and CLEC will agree to a time frame to transition the DS1 Transport to another service. The time frame for such transition shall be ninety (90) days or the time frame established by the Commission or the FCC, whichever is greater.
- 52.2. Sprint will offer unbundled access to DS3 dedicated interoffice transmission facilities, or transport, except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to dedicated DS3 transport along a particular route. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated DS3 interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications

Services between wire centers or switches owned by Sprint and that have a total digital signal speed of 44.736 megabytes per second. CLEC may only obtain up to a maximum of twelve (12) unbundled dedicated DS3 circuits for any single route for which unbundled dedicated DS3 transport is available. Where Sprint is providing DS3 Transport and the Commission or FCC determines that a requesting Telecommunications Carrier is not impaired, within thirty (30) days of the Commission or FCC finding, Sprint and CLEC will agree to a time frame to transition the DS3 Transport to another service. The time frame for such transition shall be ninety (90) days or the time frame established by the Commission or the FCC, whichever is greater. If CLEC has more than twelve (12) unbundled dedicated DS3 circuits for any single route, CLEC will transition sufficient DS3 circuits to another arrangement so that the CLEC has no more than twelve (12) unbundled dedicated DS3 circuits for any single route within ninety (90) days of the effective date of this Agreement.

- 52.3. Sprint will provide nondiscriminatory access to Dark Fiber transport on an unbundled basis pursuant to this Agreement, except where the Commission or FCC has found that requesting Telecommunications Carriers are not impaired without access to unbundled Dark Fiber transport along a particular route. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

52.3.1. Technical Requirements for DS1 and DS3 Dedicated Transport

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

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

52.3.1.1.2. Where Sprint has technology available, Sprint shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

53. SIGNALING SYSTEMS

- 53.1. Sprint will offer unbundled access to Sprint's signaling network in conjunction with unbundled Circuit Switching where CLEC purchases unbundled Local

Circuit Switching for a particular end user, to the extent that Local Circuit Switching is required to be unbundled by the Commission or FCC.

- 53.2. Sprint will offer signaling using the same signaling transfer points (STPs) and signaling links which Sprint uses to provide signaling to its own end users.
- 53.3. Terms and conditions for allowing the CLEC to connect its switch with Sprint's signaling system are included in Section 63 of this Agreement. Sprint will provide interconnection between Sprint's signaling network and the CLEC's signaling network and the signaling network of third party providers utilized by CLEC as required by sections 251(a) and 251(c)(2) of the Act.

54. CALL-RELATED DATABASES WITH UNE SWITCHING

- 54.1. Sprint will include unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, E911/911 databases, and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint, where CLEC purchases unbundled Local Circuit Switching for a particular end user, to the extent that that Local Circuit Switching is required to be unbundled by the Commission or FCC. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment.
- 54.2. The terms and conditions for allowing CLEC to connect its switch or signaling system to Sprint's call-related databases are included in Section 63 of this Agreement.
- 54.3. Sprint will provide unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, E911/911 databases and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint, where CLEC purchases unbundled Local Circuit Switching for a particular end user at no additional charge.
- 54.4. Line Information Database (LIDB)
 - 54.4.1. 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).

- 54.4.1.1. Sprint shall process CLEC's subscribers' records in LIDB at Parity with Sprint subscriber records.
- 54.4.1.2. 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.
- 54.4.1.3. Sprint will provide storage of CLEC end user's numbers in the Line Information database (LIDB), where CLEC purchases unbundled local circuit switching for a particular end user, at no additional charge.

54.5. Calling Name Database (CNAM).

- 54.5.1. The CNAM database is a transaction-oriented database accessible via the CCS network. It contains name 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.
- 54.5.2. Sprint will store CLEC Caller Names in the Sprint CNAM Database at parity with how Sprint stores its own end users information. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries in the same manner, and via the same signaling links, as Sprint where CLEC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.
- 54.5.3. Sprint will provide storage of CLEC end user's numbers in the CNAM Database and access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries, where CLEC purchases unbundled local circuit switching for a particular end user, at no additional charge.

54.6. Toll Free Number Database

- 54.6.1. 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 STPs. 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:
 - 54.6.1.1. Sprint shall make the Sprint Toll Free Number Database available for CLEC to query in the same manner, and via

the same signaling links, as Sprint where CLEC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.

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

54.6.1.3. Sprint will provide access to its Toll Free Number Database for purpose of receiving and responding to queries, where CLEC purchases unbundled local circuit switching for a particular end user, at no additional charge.

54.7. Local Number Portability Local Routing Query Service

54.7.1. 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.

54.7.2. Sprint will provide the LNP Query Service in the same manner, and via the same signaling links, as Sprint where CLEC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.

54.7.3. Sprint will provide access to the LNP Query Service for purpose of receiving and responding to queries, where CLEC purchases unbundled local circuit switching for a particular end user, at no additional charge.

54.8. E911/911 Databases

54.8.1. Sprint will provide unbundled access to the 911 and E911 databases on a non-discriminatory and parity basis.

55. OPERATIONS SUPPORT SYSTEMS (OSS)

55.1. Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. Further, the OSS element includes manual, computerized, and automated systems providing these five functions, together with associated business processes and the data maintained and kept current in those systems.

55.2. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records. Loop qualification information identifies the physical attributes of the loop plant (such as loop length, the presence of analog load coils and bridge taps, and the presence and type of Digital Loop Carrier) that enable carriers to determine whether the loop is capable of

supporting xDSL and other advanced technologies. Sprint will provide CLEC with nondiscriminatory access to the same detailed information about the loop that is available to Sprint, so that CLEC can make an independent judgment about whether the loop is capable of supporting the advanced services equipment CLEC intends to install. Sprint shall provide CLEC with non discriminatory access to the same detailed Loop Make-Up Information that is available to Sprint at Parity to the intervals that it is provided to Sprint's retail operations.

56. LOOP MAKE-UP INFORMATION

- 56.1. Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 56.2. Information provided to the CLEC will not be filtered or digested in a manner that would affect the CLEC's ability to qualify the loop for advanced services.
- 56.3. Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.
- 56.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLEC with an explanation of any deficiencies.
- 56.5. Sprint may provide the requested Loop Make-Up Information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.
- 56.6. If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:
 - 56.6.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
 - 56.6.2. If Sprint undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will be charged a Loop Make-Up Information Charge; and
 - 56.6.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 37.1 of this Agreement.

57. DARK FIBER

57.1. General Rules and Definition

- 57.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through

connections to optronics that light it, and thereby render it capable of carrying communications.

- 57.1.2. Sprint will unbundle Dark Fiber for the Dedicated Transport, Loop and Sub-loop network elements in accordance with the FCC's Triennial Review Order (CC Docket No. 96-98) and as set forth in this Agreement, except where the Commission or FCC has determined that a requesting Telecommunications Carrier is not impaired without such access. Dark fiber is not a separate network element, but a subset of Dedicated Transport and Loop network elements.

57.2. Fiber Availability

- 57.2.1. Spare fibers in a sheath are not considered available if Sprint has plans to put the fiber in use within the current year or the following year.
- 57.2.2. Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes. Sprint will reserve no more than 8% of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.
- 57.2.3. Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

57.3. Interconnection Arrangements

- 57.3.1. Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by CLEC to locate the optical electronic equipment necessary to "light" leased Dark Fiber
- 57.3.2. The CLEC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel.
- 57.3.3. If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Sprint will purchase and install intraoffice cabling at the CLEC's expense.
- 57.3.4. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of the CLEC.

57.4. Dark Fiber Application and Ordering Procedure

- 57.4.1. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.
- 57.4.2. Within twenty (20) business days of receipt of DFA, Sprint will provide

CLEC with a response regarding fiber availability and price.

57.4.2.1. If Dark Fiber is not available, Sprint will notify CLEC of the DFA rejection. If the amount of dark fiber requested by the CLEC is not available and a smaller amount is available and when CLEC has indicated on the DFA that it will accept a smaller amount of Dark Fiber, then Sprint will inform CLEC that the smaller amount of Dark Fiber is available in its notice and reserve such smaller amount for CLEC for ten (10) business days.

57.4.2.2. CLEC will follow the Dispute Resolution Process outlined in Part B of this Agreement if CLEC wishes to contest the rejection.

57.4.3. If Dark Fiber is available, CLEC will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the requested Dark Fiber for the CLEC during these ten (10) business days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.

57.4.4. The CLEC will submit a firm order for Dark Fiber via the local service request (LSR) or access service request (ASR), as appropriate.

57.4.5. By submitting the Dark Fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.

57.4.6. Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow CLEC to extend due date for firm order completion up to ninety (90) business days from the date Sprint receives firm order from CLEC. This extended due date must be specified on the firm order.

57.4.6.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:

57.4.6.1.1. CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse Sprint for all costs incurred to date.

57.5. Maintenance and Testing

57.5.1. Sprint is only responsible for maintaining the facilities that it owns.

- 57.5.2. Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
- 57.5.3. For meet point arrangements, Sprint will conduct cooperative testing with another carrier at CLEC's request. Additional rates and charges will apply.
- 57.5.4. Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- 57.5.5. Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLEC requirements.
- 57.6. Rules for Take Back
 - 57.6.1. Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations upon a minimum of twelve (12) months written notice prior to taking back fiber.
 - 57.6.2. Sprint will provide CLEC twelve (12) months written notice prior to taking back fiber.
 - 57.6.3. If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
 - 57.6.4. Sprint will provide the CLEC with alternative transport arrangements when Sprint takes back dark fiber. CLEC retains ownership of all CLEC-owned equipment used to light such dark fiber.
 - 57.6.5. The Dispute Resolution Procedures found in Part B of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

58. VOICE UNE-P AND EEL

- 58.1. Combination of Network Elements
 - 58.1.1. CLEC may order Unbundled Network Elements either individually or in the combinations, including VOICE UNE-P and EEL as specifically set forth in this Section of the Agreement.
 - 58.1.2. For the purpose of this section, wholesale services includes both services CLEC procures for resale pursuant to 251(c)(4) and exchange access service purchased from Sprint's access tariffs.
- 58.2. General Terms and Conditions
 - 58.2.1. Sprint will allow CLEC to order each Unbundled Network Element individually in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Sprint as provided

for herein, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network.

- 58.2.2. CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement. Sprint will provide CLEC access to VOICE UNE-P and EEL as provided in this Agreement. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use VOICE UNE-P or EEL to provide a telecommunications service under this Agreement. Any request by CLEC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 44 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

- 58.2.3. The provisioning of VOICE UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities (e.g., trench and lay new fiber or install new aerial cables) to accommodate any request by CLEC. However, Sprint will perform routine modifications at parity and in accordance with section 60 of this Agreement.
- 58.2.4. Sprint shall not be required provide VOICE UNE-P for CLEC where Sprint is not required to provide unbundled Local Circuit Switching pursuant to Section 49.3 of this Part E. Sprint may audit CLEC's UNE-P customer base in accordance with the audit provisions of Part B of this Agreement to ensure CLEC's adherence to the Exemption.
- 58.3. Specific Combinations and Pricing
 - 58.3.1. In order to facilitate the provisioning of VOICE UNE-P and EEL Sprint shall support the ordering and provisioning of these specific combinations as set forth below.
- 58.4. Sprint Offers the Following Combinations of Network Elements
 - 58.4.1. Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.
 - 58.4.1.1. Sprint will offer the combination of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P, where Sprint is required to provide unbundled local switching, at the applicable recurring charges and non-recurring charges as specified in Table One for VOICE UNE-P plus the applicable Service Order Charge. Sprint will also bill CLEC for applicable Usage Data Recording and Transmission Charges as indicated in Table One.
 - 58.4.1.2. Until such time as Sprint can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to CLEC at the recurring flat rate charge reflected in Table One. Upon the implementation of the necessary operational modifications, Sprint will convert from billing CLEC based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.

- 58.4.1.3. Reciprocal compensation for UNE-P Local Traffic and ISP-Bound Traffic that originates and terminates within the same switch shall be on a bill and keep basis.
 - 58.4.1.4. Sprint will provide originating and terminating access records to CLEC for access usage over UNE-P. CLEC will be responsible for billing the respective originating and/or terminating access charges directly to the IXC.
 - 58.4.1.5. Sprint will provide CLEC toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 44 of this Agreement.
- 58.4.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.
- 58.4.2.1. Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein, where Sprint is required to provide unbundled dedicated transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges. Sprint will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade/DS0, DS1, or DS3 Dedicated Transport facilities (DS0 dedicated transport is only available between Sprint central offices) for CLEC's provision of switched telephone exchange service to CLEC's end users.
 - 58.4.2.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.
 - 58.4.2.3. In order to obtain the following EELS, a requesting CLEC must provide certification that it satisfies the following service eligibility criteria for each circuit. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this section.
 - 58.4.2.4. EEL Combinations
 - 58.4.2.4.1. Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.

- 58.4.2.4.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service (either special access or resale).
- 58.4.2.4.3. Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.
- 58.4.2.4.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).
- 58.4.2.4.5. Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.
- 58.4.2.4.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).
- 58.4.2.4.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.
- 58.4.2.4.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.
- 58.4.2.4.9. Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

58.4.2.5. EEL Eligibility Criteria

- 58.4.2.5.1. CLEC must have a state certification to provide local voice service;
- 58.4.2.5.2. Each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
- 58.4.2.5.3. Each circuit to be provided to each CLEC customer must be assigned one local number prior to the provision of service over the circuit;
- 58.4.2.5.4. Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;

- 58.4.2.5.5. Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;
- 58.4.2.5.6. Each circuit to be provided to each customer must terminate into a collocation; a collocation meets this requirement if it is:
 - 58.4.2.5.6.1. Established pursuant to section 251(c)(6) of the Act and located at Sprint's premises within the same LATA as the customer's premises, when Sprint is not the collocator; and,
 - 58.4.2.5.6.2. Located at a third party's premises within the same LATA as the customer's premises, when Sprint is the collocator.
- 58.4.2.5.7. For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service interconnection trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an interconnection arrangement with Sprint for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and
- 58.4.2.5.8. Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 58.4.2.6. Sprint reserves the right, upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. Sprint will hire and pay for an independent auditor to perform the audit. CLEC will reimburse Sprint if the audit report concludes that CLEC failed to comply with the service eligibility criteria. Sprint may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to Sprint's audit rights in Part B of this Agreement. Sprint will reimburse CLEC for its costs to the extent that the audit report concludes that CLEC complied with the service

eligibility criteria defined by the FCC and as set forth above.

59. LINE SPLITTING

- 59.1.1. Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop. Sprint shall provide a requesting CLEC that obtains an unbundled copper loop from Sprint with the ability to engage in Line Splitting. Sprint shall provide an OSS that facilitates Line Splitting
- 59.1.2. Unbundled loops purchased as part of UNE-P may be used in a Line Splitting arrangement. In this configuration, CLEC leases the entire UNE Loop from Sprint, and Sprint performs operational activities necessary to allow the CLEC to extract the high frequency loop spectrum so that CLEC or another carrier can utilize the high frequency portion of the leased loop.
- 59.1.3. Whenever CLEC purchases the unbundled loop either as part of UNE-P or otherwise, CLEC shall control the entire loop spectrum.
- 59.1.4. Sprint shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop.
- 59.2. When either CLEC or the other carrier orders Line Splitting using CLEC's OCN, CLEC will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Sprint will bill the other carrier for the Line Splitting charges.

60. MODIFICATIONS TO SPRINT'S EXISTING NETWORK

- 60.1. Modifications to Unbundled Loop and Dedicated Transport Facilities
 - 60.1.1. Sprint will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed (e.g., trenching and placement of buried cable or aerial cable). Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not already recovered (i.e., if the costs are recovered through recurring charges, Sprint may not also recover these charges through non-recurring charges).
 - 60.1.1.1. In the case of unbundled loop facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an

equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Sprint ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may also include activities needed to enable CLEC to obtain access to a Dark Fiber Loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for CLEC.

60.1.2. Sprint will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not already recovered (i.e., if the costs are recovered through recurring charges, Sprint may not also recover these charges through non-recurring charges).

60.1.2.1. In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable CLEC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

60.2. Loop Conditioning

60.2.1. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Sprint will condition loops, subloops and the high frequency portion of a copper loop at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table

One that conform to section 252(d)(2) of the Act. Sprint recommends that CLEC utilize the Loop Make-Up process in Section 56 prior to submitting orders for loops intended for advanced services. When Sprint deploys new fiber loops, CLEC shall continue to have access to legacy copper transmission facilities including Loop Conditioning of such facilities pursuant to section 46.9, including subsections.

- 60.2.2. Sprint shall test and report troubles for all the features, functions, and capabilities of conditioned copper loops, and may not restrict its testing to voice transmission only.

PART F – INTERCONNECTION

61. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

- 61.1. The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement. The Parties agree that all Reciprocal Compensation Traffic and ISP-Bound Traffic may be routed over the Interconnection Trunks and facilities established pursuant to this Agreement.
- 61.2. The Parties shall initially reciprocally terminate Local Traffic, ISP-bound Traffic, and InterLATA/InterLATA toll calls originating on the other Party's network as follows:
 - 61.2.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, ISP-bound Traffic and non-equal access IntraLATA toll traffic.
 - 61.2.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.
 - 61.2.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.
 - 61.2.4. Separate trunk groups will be utilized for connecting CLEC's Operator Service Center to Sprint's Operator Service center for operator-assisted busy line interrupt/verify.
 - 61.2.5. Separate trunk groups will be utilized for connecting CLEC's switch to Sprint's Directory Assistance center in instances where CLEC is purchasing Sprint's unbundled Directory Assistance service.
- 61.3. Point of Interconnection
 - 61.3.1. Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC must establish a minimum of one Physical POI within each LATA, at any technically feasible point, on Sprint's network, including, but not limited to, any electronic or manual cross-connect points, collocations, entrance facilities, and mid-span meets, except as provided in section 68 (Indirect Traffic).
 - 61.3.2. CLEC will be responsible for engineering and maintaining its network on its side of the Physical POI. Sprint will be responsible for engineering and

maintaining its network on its side of the Physical POI.

- 61.3.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the “controlling carrier” for purposes of MECOD guidelines, as described in the joint implementation plan. Sprint will provide fifty percent (50%) of the facilities or its exchange boundary, whichever is less.
- 61.3.4. Should CLEC prefer, new interconnection facilities may be provisioned via third party facilities or CLEC lease of tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint’s access service tariff.
- 61.3.5. If third party leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third-party, the Physical POI will be defined as the Sprint office in which the leased circuit terminates. CLEC is responsible to terminate the leased facility in a collocation space (if unbundled loops or switched ports will be purchased in the central office) or a set of Sprint-provided DSX jacks to clearly establish the POI.
- 61.3.6. If Sprint-provided leased facilities are used, the Physical POI will be defined as the demarcation point between Sprint’s facility and CLEC’s equipment as long as the end point is within Sprint’s exchange area.
- 61.3.7. Virtual Point of Interconnection.
 - 61.3.7.1. In addition to the Physical POI required under section 61.3.1, the CLEC must establish a Virtual POI within each of Sprint’s mandatory local calling areas, subject to section 61.3.7.2 different from the local calling area where the Physical POI resides, for those local calling areas in which the CLEC wants to receive local calls. CLEC shall not be required to establish more than one POI (Physical or Virtual) per Sprint local calling area. CLEC may lease dedicated transport facilities from Sprint between the Physical and Virtual POIs at the TELRIC rates for unbundled dedicated transport. CLEC may also choose, at its sole discretion, to establish an additional Physical POI in any Sprint local calling area in lieu of a Virtual POI. Such additional Physical POIs may be established by any technically feasible means, including CLEC’s deployment of its own facilities or by the lease of facilities from a third party carrier. The charges for unbundled dedicated transport from the Virtual POI to the Physical POI are separate and distinct from the reciprocal/intercarrier compensation charges for the transport and termination of traffic. If the local calling area is served by a Remote Switch, and CLEC is utilizing a Physical or Virtual POI to serve that local calling area, Sprint will assess CLEC for unbundled transport between the host Central

Office Switch and the Remote Switch at unbundled transport rates based on the volume of traffic between the host and remote. In no event shall CLEC be financially responsible for any more transport to establish a Virtual POI than is needed in DS-1 increments, as requested by CLEC and agreed to by the Parties, to support trunks to handle Sprint traffic inbound to the Level 3 network.

61.3.7.2. CLEC will be required to establish a maximum of four VPOIs per LATA. Sprint will be responsible for the cost of transporting its traffic to the VPOI locations. CLEC will be responsible for the cost of transporting its traffic to the PPOI location(s). Sprint and CLEC will agree to the location of the four VPOIs if there are more than four local calling areas in the LATA outside the local calling area of the Physical POI.

62. INTERCONNECTION COMPENSATION MECHANISMS

62.1. Each party is responsible for bringing their facilities to Physical POI.

62.2. Interconnection Compensation

62.2.1. The transmission facility that connects Sprint's and CLEC's networks, at the first point of switching for each Party, is defined as the "Interconnection Facility." The Interconnection Facility may be a shared facility. Notwithstanding any other provision to the contrary, if CLEC provides one-hundred percent (100%) of the Interconnection Facility via lease of meet-point circuits between Sprint and a third-party; lease of Sprint facilities, lease of third party facilities; or construction of its own facilities; the POI for the mutual exchange of traffic will be the Sprint office where the leased facility terminates. Should the facility provided by CLEC be used to terminate Sprint originated traffic, CLEC agrees that the interconnection facility will be provided on a bill and keep basis and will not be subject to proportional use charges.

62.3. Compensation for Local Traffic Transport and Termination

62.3.1. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

62.3.1.1. When calls from CLEC are terminating on Sprint's network through a POI at the Sprint Tandem Switch, CLEC will pay Sprint for Tandem Switching (where provided), common transport from the Sprint Tandem to the end office, and end-office termination. When calls from Sprint are terminating on CLEC's network through a POI, Sprint will pay CLEC for Tandem Switching (where provided), common transport from the Level 3 Tandem to the end office, and end-office termination. Sprint shall pay to CLEC a charge symmetrical to its own charges for the functionality actually provided by CLEC for call termination.

62.3.1.2. When calls from CLEC are terminating on Sprint's network through direct trunks at a Sprint End Office, CLEC shall pay a charge for end-office termination only. When calls from Sprint are terminating on CLEC's network through direct trunks at a CLEC End Office, Sprint shall pay a charge for end-office termination only.

63. SIGNALING

- 63.1. Sprint will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to Sprint's STPs via "A" links or for CLEC's "B or D" links which are dedicated to the transport of signaling for local interconnection.
- 63.2. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 63.3. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
 - 63.3.1. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks.

63.4. Signaling Systems

63.4.1. Signaling Link Transport

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

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

63.4.2. Signaling Transfer Points (STPs)

63.4.2.1. STPs provide functionality that enable the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

63.5. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Sprint SS7 network. These functions include:

63.5.1. Sprint Local Switching or Tandem Switching;

63.5.2. Sprint Service Control Points (SCPs)/Databases if arranged for under separate agreements;

63.5.3. Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and

63.5.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.

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

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

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

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

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

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

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

and channel termination, plus mileage of any leased facility.

64. NETWORK SERVICING

64.1. Trunk Forecasting

64.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated on a nondiscriminatory basis as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

64.1.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);

64.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;

64.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

64.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

64.1.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.

64.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by CLEC and Sprint.

64.1.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average

busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

- 64.1.5.1. Subject to Section 64.1.5.4, in the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more , and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it can prove it has incurred as a direct result of that over-forecast.
 - 64.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volumeto Sprint.
 - 64.1.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
 - 64.1.5.4. A Party shall only be permitted to recover its costs pursuant to this Section 64.1.5 if it demonstrates that cost recovery is warranted. If the Parties disagree the cost recovery is warranted, the dispute will be resolved pursuant to the Dispute Resolution provisions of this Agreement. Furthermore, a party seeking cost recovery pursuant to this section must first demonstrate it has delivered trunks in a timely and nondiscriminatory manner (including the delivery of trunks to relieve blocking situations).
- 64.2. Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%). If the blocking exceeds these standards, then the Parties shall make reasonable efforts to attempt to relieve the blocking within five (5) business days via the establishment of additional trunk groups.
- 64.3. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

65. NETWORK MANAGEMENT

- 65.1. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused

overload. CLEC and Sprint will immediately notify each other of any protective control action planned or executed.

- 65.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 65.3. Mass Calling. CLEC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Mass calling numbers are not cannot be used in conjunction with INP.

66. USAGE MEASUREMENT

- 66.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 66.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 66.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.
 - 66.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

67. TRANSIT TRAFFIC

- 67.1. Transit Traffic means the delivery of Local Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks. This section shall not apply to non-Local Traffic. Sprint will provide transport and any necessary switching for non-Local Traffic in accordance with Sprint's access tariffs. Sprint will provide transport and any necessary switching for MCA (Metropolitan Calling Area) traffic in accordance with Commission rules and orders.
- 67.2. Terms and Conditions

- 67.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic to that third party.
 - 67.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any transit traffic from the originating Party except as provided for in Section 67.3.1.2. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
 - 67.2.3. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party to the extent that the transiting Party is capable of providing the record.
- 67.3. Payment Terms and Conditions
- 67.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:
 - 67.3.1.1. The originating Party shall pay to the transiting Party a transit service charge as set forth in the Pricing Schedule; and
 - 67.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party to the extent that the transiting Party is capable of providing the record..
- 67.4. Billing Records and Exchange of Data
- 67.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.
 - 67.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLEC, ILEC, or CMRS provider. To the extent Sprint incurs additional cost in providing this billing information, CLEC agrees to reimburse Sprint for its direct costs of providing this information. Prices for providing the billing information are set forth in Table 1.
 - 67.4.3. To the extent that the industry adopts a standard record format for

recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

68. INDIRECT TRAFFIC

68.1. Interconnection

68.1.1. This Section shall apply only in those cases where the Parties have not implemented direct interconnection for the exchange of traffic under this Agreement. For purposes of exchanging Indirect Traffic, there is no physical or direct point of interconnection between the Parties.

68.2. Exchange Of Traffic

68.2.1. The Parties will send each other Indirect Traffic, and may also send each other Transit Traffic.

68.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party.

68.2.3. Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting Party.

68.2.4. Sprint reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll) interstate access usage and CMRS, if applicable or CLEC's actual usage reporting. Sprint and CLEC reserve the right to measure and audit all traffic to ensure that proper rates are being applied. CLEC agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such audit.

68.3. Compensation for Indirect Traffic

68.3.1. Non-Local and Non-ISP-Bound Indirect Traffic

68.3.1.1. Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

68.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not

available, an average, arrived at by mutual agreement of the Parties, will be used.

68.3.2. Local Traffic and ISP-Bound Traffic shall be compensated pursuant to the intercarrier compensation provisions of this Agreement applicable to the exchange of such traffic.

68.3.3. Transit Traffic. The originating Party shall pay the transiting Party for the rate elements used, including Common Transport and Tandem Switching rate elements.

69. RESPONSIBILITIES OF THE PARTIES

69.1. Sprint and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, § 32 and Part C, Part F, § 64 and otherwise as set forth in this Agreement.

69.2. CLEC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

69.3. CLEC and Sprint shall:

69.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

69.3.2. Notify each other when there is any change affecting the service requested, including the due date.

69.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

69.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

69.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

69.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.

69.3.7. Provide to each other test-line numbers and access to test lines.

69.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure

trouble reports are resolved in a timely and appropriate manner.

66.3.9 Utilize optical interconnection handoffs for the exchange of traffic where technically feasible and available.

PART G - INTERIM NUMBER PORTABILITY

70. SPRINT PROVISION OF INTERIM NUMBER PORTABILITY

- 70.1. Sprint shall provide INP in accordance with requirements of the Act and FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC services until such time as LNP service is offered in the Sprint rate center, in which case INP will be discontinued. Beginning on the date LNP is available in an area, INP orders will no longer be processed, and the Parties will work together to convert the existing INP lines to LNP in accordance with the Act and FCC Rules and Regulations.

71. INTERIM NUMBER PORTABILITY

- 71.1. Interim Number Portability (INP) shall be provided to the extent technical capabilities allow, by a Sprint directed Remote Call Forwarding (RCF). In the event RCF is a purchased feature of the CLEC end user, there is no relationship between RCF and INP. Once LNP is generally available in Sprint's serving area, RCF will be provided only as a retail service offering by Sprint.
- 71.2. Remote Call Forwarding (RCF) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the CLEC designated switch to which the number is ported. CLEC may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.
- 71.3. The trunking requirements will be agreed upon by Sprint and CLEC resultant from application of sound engineering principles. These trunking options may include SS7 signaling, in-band signaling, and may be one-way or two-way. The trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and CLEC.
- 71.4. Local Exchange Routing Guide (LERG) Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to CLEC through the LERG. Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the CLEC switch via route indexing.
- 71.5. Other Currently Available Number Portability Provisions:
- 71.5.1. Where SS7 is available, Sprint shall exchange with CLEC, SS7 TCAP messages as required for the implementation CLASS or other features available in the Sprint network, if technically feasible.

- 71.5.2. Upon notification that CLEC will be initiating INP, Sprint shall disclose to CLEC any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and CLEC shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including promptly updating switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as CLEC may designate.
- 71.5.3. For INP, CLEC shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for CLEC subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. CLEC shall have the right to verify the accuracy of the information in the ALI databases.
- 71.5.3.1. When any INP method is used to port a subscriber, the donor provider must maintain the LIDB record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to CLEC for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as CLEC's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is CLEC's then, if CLEC desires to store numbers on Sprint's LIDB, the parties shall negotiate a separate LIDB database storage and look-up agreement.
- 71.5.4. Sprint will send a CARE transaction 2231 to notify IXC that access is now provided by a new CLEC for that number.

72. REQUIREMENTS FOR INP

72.1. Cut-Over Process

- 72.1.1. Sprint and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.
- 72.1.1.1. For a Coordinated Cutover Environment, Sprint and CLEC will coordinate the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by CLEC and agreed to by both parties and in no case shall begin more than thirty (30) minutes after the agreed upon time.
- 72.1.1.2. For a Non-Coordinated Cutover Environment, the Parties will agree to a mutually satisfactory cutover time and Sprint shall schedule an update of disconnect and switch translations at the agreed upon cutover time. Such updates will be available to CLEC

at Parity with Sprint's own availability for such activity. Sprint and CLEC shall each provide an appropriate operations contact with whom the Parties can contact in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify CLEC of the issue and CLEC and Sprint shall determine the plan to resolve it.

72.2. Testing. Sprint and CLEC shall cooperate in conducting CLEC's testing to ensure interconnectivity between systems. Sprint shall inform CLEC of any system updates that may affect the CLEC network and Sprint shall, at CLEC's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

72.3. Installation Timeframes

72.3.1. Installation Time Frames for RCF INP, where no other work is required, will be completed using Sprint's standard interval for service installation of complex services.

72.3.2. If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify CLEC of the Subscriber's termination of service with CLEC and the Subscriber's instructions regarding its telephone number(s) at Parity with what is offered to other Sprint customers.

72.4. Call Referral Announcements. Should CLEC direct Sprint to terminate INP measures, Sprint shall allow CLEC to order a referral announcement available in that switch.

72.5. Engineering and Maintenance. Sprint and CLEC will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at Parity with that provided by Sprint to its subscribers and 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.

72.6. Operator Services and Directory Assistance

72.6.1. With respect to operator services and directory assistance associated with INP for CLEC subscribers, Sprint shall provide the following:

72.6.1.1. While INP is deployed:

72.6.1.1.1. Sprint shall allow CLEC to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by CLEC. Sprint shall continue to allow CLEC access to its LIDB. Other LIDB provisions are specified in this Agreement.