



FILED³

APR 07 2003

Missouri Public
Service Commission

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

**Effective:
December 9, 2002**

**Between:
Sprint Communications Company, L.P.**

and

Sprint Missouri, Inc.



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

**Effective:
December 9, 2002**

**Between:
Sprint Communications Company, L.P.**

and

Sprint Missouri, Inc.

TABLE OF CONTENTS

Page No.

PART A - DEFINITIONS.....	2
1. DEFINED TERMS	2
PART B – GENERAL TERMS AND CONDITIONS.....	13
2. SCOPE OF THIS AGREEMENT	13
3. REGULATORY APPROVALS.....	13
4. TERM AND TERMINATION	14
5. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS	15
6. CHARGES AND PAYMENT	16
7. AUDITS	16
8. INTELLECTUAL PROPERTY RIGHTS	17
9. LIMITATION OF LIABILITY	18
10. INDEMNIFICATION.....	19
11. BRANDING	20
12. REMEDIES	20
13. CONFIDENTIALITY AND PUBLICITY	20
14. DISCLAIMER OF WARRANTIES.....	22
15. ASSIGNMENT AND SUBCONTRACT.....	22
16. GOVERNING LAW	22
17. RELATIONSHIP OF PARTIES	23
18. NO THIRD PARTY BENEFICIARIES.....	23
19. NOTICES.....	23
20. WAIVERS.....	23
21. SURVIVAL.....	24
22. FORCE MAJEURE.....	24
23. DISPUTE RESOLUTION.....	24
24. COOPERATION ON FRAUD.....	25

25.	TAXES	26
26.	AMENDMENTS AND MODIFICATIONS.....	28
27.	SEVERABILITY.....	28
28.	HEADINGS NOT CONTROLLING.....	29
29.	ENTIRE AGREEMENT	29
30.	SUCCESSORS AND ASSIGNS	29
31.	IMPLEMENTATION PLAN.....	29
32.	FEDERAL JURISDICTIONAL AREAS.....	29
PART C - GENERAL PRINCIPLES		31
33.	USE OF FACILITIES.	31
34.	PRICE SCHEDULE	31
35.	LOCAL SERVICE RESALE.....	31
36.	INTERCONNECTION AND RECIPROCAL COMPENSATION.....	31
37.	UNBUNDLED NETWORK ELEMENTS	33
38.	SECURITY DEPOSIT.....	33
TABLE ONE.....		35
PART D - LOCAL RESALE.....		49
39.	TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE.....	49
40.	GENERAL TERMS AND CONDITIONS.....	49
PART E - NETWORK ELEMENTS.....		52
41.	GENERAL	52
42.	UNBUNDLED NETWORK ELEMENTS	52
43.	BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING	53
44.	NETWORK INTERFACE DEVICE.....	54
45.	LOOP	54
46.	SUBLOOPS	60
47.	LOCAL SWITCHING.....	61
48.	TANDEM SWITCHING	63

49.	PACKET SWITCHING	64
50.	TRANSPORT	64
51.	SIGNALING SYSTEMS AND DATABASES	65
52.	OPERATIONS SUPPORT SYSTEMS (OSS)	73
53.	DARK FIBER.....	74
54.	LOOP FREQUENCY UNBUNDLING	76
55.	FORECAST	82
56.	INDEMNIFICATION.....	82
57.	LOOP MAKE-UP INFORMATION.....	83
58.	VOICE UNE-P AND EEL.....	84
	PART F - INTERCONNECTION	88
59.	LOCAL INTERCONNECTION TRUNK ARRANGEMENT	88
60.	INTERCONNECTION COMPENSATION MECHANISMS	89
61.	SIGNALING	91
62.	NETWORK SERVICING	91
63.	NETWORK MANAGEMENT	93
64.	USAGE MEASUREMENT	93
65.	TRANSIT TRAFFIC	94
66.	INDIRECT TRAFFIC	95
67.	RESPONSIBILITIES OF THE PARTIES	97
	PART G - INTERIM NUMBER PORTABILITY	98
68.	SPRINT PROVISION OF INTERIM NUMBER PORTABILITY	98
69.	INTERIM NUMBER PORTABILITY	98
70.	REQUIREMENTS FOR INP.....	99
	PART H - LOCAL NUMBER PORTABILITY	102
71.	INTRODUCTION.....	102
72.	TRANSITION FROM INP TO LNP.....	103
73.	TESTING	103

74.	ENGINEERING AND MAINTENANCE.....	103
75.	E911/911.....	104
76.	BILLING FOR PORTED NUMBERS.....	104
	PART I - GENERAL BUSINESS REQUIREMENTS.....	105
77.	PROCEDURES	105
78.	ORDERING AND PROVISIONING	106
79.	BILLING.....	113
80.	PROVISION OF SUBSCRIBER USAGE DATA	114
81.	GENERAL NETWORK REQUIREMENTS	120
82.	MISCELLANEOUS SERVICES AND FUNCTIONS.....	121
	PART J - REPORTING STANDARDS	133
83.	GENERAL	133
	PART K – COLLOCATION.....	134
84.	GENERAL.....	134
85.	COLLOCATION OPTIONS.	134
86.	DEMARCATIION POINT.	143
87.	APPLICATION PROCESS.	144
88.	SPACE RESERVATION.	147
89.	PROVISIONING INTERVALS.	148
90.	CONSTRUCTION.	148
91.	EQUIPMENT.	149
92.	AUGMENTS AND ADDITIONS.....	150
93.	USE OF COMMON AREAS.	151
94.	CROSS CONNECTIONS.....	152
95.	RATES.	153
96.	SPRINT SERVICES AND OBLIGATIONS.	153
97.	CLEC'S OBLIGATIONS.....	159
98.	TERMINATION OF COLLOCATION SPACE.....	165

99.	BUILDING RIGHTS.....	166
100.	INSURANCE.....	167
101.	INDEMNIFICATION.....	168
102.	LIMITATION OF LIABILITY.....	170
103.	PARTIAL DESTRUCTION.....	170
104.	EMINENT DOMAIN.....	170
105.	BANKRUPTCY.....	171
106.	ASBESTOS.....	171
107.	MISCELLANEOUS.....	172
	PART I TERMS	173
	TABLE 2	176

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this 9th day of December, 2002, is entered into by and between Sprint Communications Company, L.P. (herein "CLEC"), and Sprint Missouri, Inc. (herein "Sprint"), 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-0011869, 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. "Commission" means the Missouri Public Service Commission.
- 1.26. "Common Transport" provides a local interoffice transmission path between the Sprint Tandem Switch and a Sprint or CLEC end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.
- 1.27. "Confidential and/or Proprietary Information" has the meaning set forth in §11 of Part A -- General Terms and Conditions.
- 1.28. "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.
- 1.29. "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.

- 1.30. "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.
- 1.31. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.32. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.33. "Dedicated Transport" provides a local interoffice transmission path between Sprint and/or CLEC central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.
- 1.34. "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.
- 1.35. "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.
- 1.36. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.37. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.38. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.39. "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.
- 1.40. "Effective Date" is the date referenced in the opening paragraph on Page 1 of the Agreement, unless otherwise required by the Commission.
- 1.41. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.42. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.43. "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.

- 1.44. "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)."
- 1.45. "End Date" is the date this Agreement terminates as referenced in 4.2.
- 1.46. "FCC" means the Federal Communications Commission.
- 1.47. "Grandfathered Service" means service which is no longer available for new customers 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.
- 1.48. "High Frequency Spectrum Unbundled Network Element" ("HFS UNE") 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. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
- 1.49. "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.
- 1.50. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.51. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.52. "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.
- 1.53. "Information Access Traffic," for the purposes of this Agreement, is traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.

- 1.54. "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.
- 1.55. "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.
- 1.56. "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.
- 1.57. "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.
- 1.58. "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, but is not limited to, two-wire and four-wire copper analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DS1-level signals.
- 1.59. "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.
- 1.60. "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.
- 1.61. "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 this purpose, Local Traffic does not include any Information Access Traffic. Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.62. "LOE" shall mean CLEC-owned equipment.
- 1.63. "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.

- 1.64. "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.
- 1.65. "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.
- 1.66. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.67. "Network Element" is as defined in the Act.
- 1.68. "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.
- 1.69. "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.
- 1.70. "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)
- 1.71. "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.
- 1.72. "Operator Services" provides for:

- 1.72.1. operator handling for call completion (e.g., collect calls);
 - 1.72.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.72.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.73. "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.
- 1.74. "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.
- 1.75. "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.
- 1.76. "Parties" means, jointly, Sprint Communications Company, L.P., and Sprint Missouri, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.77. "Party" means either Sprint Communications Company, L.P., or Sprint Missouri, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.78. "Percent Local Usage (PLU)" is a calculation which represents the ratio of the local minutes to the sum of local 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.
- 1.79. "Physical Collocation" is as defined in 47 CFR 51.5.
- 1.80. "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.
- 1.81. "Premises" is as defined in 47 C.F.R. 51.5.
- 1.82. "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:

- 1.82.1. Composition of the loop material, i.e. fiber optics, copper;
- 1.82.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
 - 1.82.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;
 - 1.82.2.2. Feeder/distribution interfaces;
 - 1.82.2.3. Bridge taps;
 - 1.82.2.4. Load coils;
 - 1.82.2.5. Pair gain devices; or
 - 1.82.2.6. Disturbers in the same or adjacent binders.
- 1.82.3. 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;
- 1.82.4. Wire gauge or gauges; and
- 1.82.5. Electrical parameters.
- 1.83. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.84. "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.
- 1.85. "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.

- 1.86. "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.
- 1.87. "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.
- 1.88. "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.
- 1.89. "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.
- 1.90. "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.
- 1.91. "Switch" means a Central Office Switch as defined in this Part A.
- 1.92. "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 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.93. "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.
- 1.94. "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.
- 1.95. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

- 1.96. "Telecommunications" is as defined in the Act.
- 1.97. "Telecommunications Carrier" is as defined in the Act.
- 1.98. "Telecommunication Services" is as defined in the Act.
- 1.99. "Transit Service" means the delivery of Transit Traffic.
- 1.100. "Transit Traffic" means Local or non-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 or that is originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.
- 1.101. "Virtual Collocation" is as defined in 47 C.F.R. 51.5.
- 1.102. "Virtual Point of Interconnection" ("Virtual POI") is the point established in a Sprint local calling area (different from the Sprint local calling area where the Physical POI is located) that delineates where CLEC's obligation to compensate Sprint for transport begins.
- 1.103. "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.
- 1.104. "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.
- 1.105. "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 any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or 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 which 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. On May 24, 2002, the D.C. Circuit Court of Appeals issued its opinion in U. S. Telecom Assn. V. FCC, No. 00-1012, vacating the FCC's order In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98, 14 FCC Rcd 20912 (1999). Notwithstanding any other provisions in this Agreement, Sprint reserves its right to request renegotiation of any provisions of this Agreement affected by the D.C. Circuit Court decision after the effective date of this decision.
- 3.4. 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 past due obligations to Sprint, this Agreement will not be effective until such time as any 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 §31 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 December 8, 2004 (the "End Date").
- 4.3. In the event of either Party's material breach of any of the 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 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. In addition to notice from CLEC, Sprint may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.

- 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.

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 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. CHARGES AND PAYMENT

- 6.1. 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 §3.4 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part J.
- 6.2. 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 §6.4. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 6.3. 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.
- 6.4. Sprint will assess late payment charges to CLEC 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.
- 6.5. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with §38.

7. AUDITS

- 7.1. 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.
- 7.2. 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).

- 7.3. 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 § 7.3, 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.
- 7.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. 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 § 6.4 above.
- 7.5. 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.
- 7.6. This § 7 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. 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.
- 8.2. 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.

- 8.3. 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. LIMITATION OF LIABILITY

- 9.1. 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 §10 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to CLEC 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.

10. INDEMNIFICATION

- 10.1. 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.
- 10.2. CLEC shall indemnify and hold harmless Sprint from all claims by CLEC's subscribers.
- 10.3. Sprint shall indemnify and hold harmless CLEC from all claims by Sprint's subscribers.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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
 - 10.8.1. 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
 - 10.8.2. Consequential Damages (as defined in § 9 above).

11. BRANDING

- 11.1. 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.
- 11.2. Other business materials furnished by Sprint to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.
- 11.3. 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.
- 11.4. 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.
 - 11.5. This § 11 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.

12. REMEDIES

- 12.1. 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.

13. CONFIDENTIALITY AND PUBLICITY

- 13.1. 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").
- 13.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall
 - 13.2.1. use it only for the purpose of performing under this Agreement,
 - 13.2.2. 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
- 13.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 13.3. Recipient shall have no obligation to safeguard Confidential Information
- 13.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
- 13.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
- 13.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
- 13.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 13.4. 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.
- 13.5. Each Party agrees that in the event of a breach of this §13 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.
- 13.6. 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 §13.6 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.
- 13.7. 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.

- 13.8. Except as otherwise expressly provided in this §13, 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.

14. DISCLAIMER OF WARRANTIES

- 14.1. 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.

15. ASSIGNMENT AND SUBCONTRACT

- 15.1. 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 Carrier 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.
- 15.2. Except as provided in §15.1, 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.

16. GOVERNING LAW

- 16.1. 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.

17. RELATIONSHIP OF PARTIES

17.1. 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.

18. NO THIRD PARTY BENEFICIARIES

18.1. 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 Carrier from providing its Telecommunications Services to other carriers.

19. NOTICES

19.1. 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:

If to Sprint:	Director Local Carrier Markets Sprint 6480 Sprint Parkway KSOPHM0310-3A453 Overland Park, KS 66251	If to CLEC:	Group Manager Market Development 6450 Sprint Parkway Mailstop: KSOPHN0212 Overland Park, KS 66251
		Copy To:	Director - Local Markets 6450 Sprint Parkway Mailstop: KSOPHN0212 Overland Park, KS 66251

19.2. 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 §19.

20. WAIVERS

20.1. 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.

- 20.2. 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.
- 20.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

21. SURVIVAL

- 21.1. 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 §§ 6, 7, 8, 9, 10, 13, 18, 20, and 23.

22. FORCE MAJEURE

- 22.1. 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 §22 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.

23. DISPUTE RESOLUTION

- 23.1. 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.

- 23.2. 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.
- 23.3. 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 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.
- 23.4. After such period either Party may file a complaint with the FCC or the Commission.

24. COOPERATION ON FRAUD

- 24.1. 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.

25. TAXES

- 25.1. 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.
- 25.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- 25.2.1. 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.
- 25.2.2. 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.
- 25.3. Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 25.3.1. 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.
- 25.3.2. 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.
- 25.3.3. 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 therefor, 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.

- 25.3.4. 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.
- 25.3.5. 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.
- 25.3.6. 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.
- 25.3.7. 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.
- 25.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 25.4.1. 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.
- 25.4.2. 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.
- 25.4.3. 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.

25.4.4. 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.

25.4.5. 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.

25.4.6. 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.

25.4.7. 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.

25.5. 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.

26. AMENDMENTS AND MODIFICATIONS

26.1. 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.

27. SEVERABILITY

27.1. Subject to § 3.2, if any part of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid 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 or invalidated thereby.

28. HEADINGS NOT CONTROLLING

- 28.1. 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.

29. ENTIRE AGREEMENT

- 29.1. 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.

30. SUCCESSORS AND ASSIGNS

- 30.1. 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.

31. IMPLEMENTATION PLAN

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") 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.

- 31.1. 34.2 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.

32. FEDERAL JURISDICTIONAL AREAS

- 32.1. Article 1, §8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent Sprint has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs such contract will govern telecommunications services on such Federal Enclave. If the contract

with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, Sprint will provide CLEC with the information regarding the provision of service on the Federal Enclave.

PART C - GENERAL PRINCIPLES

33. USE OF FACILITIES.

- 33.1. 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:
- 33.1.1. 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;
- 33.1.2. 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;
- 33.1.3. 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.

34. PRICE SCHEDULE

- 34.1. All prices under this agreement are set forth in Table One of this Part C.
- 34.2. 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.

35. LOCAL SERVICE RESALE

- 35.1. 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.

36. INTERCONNECTION AND RECIPROCAL COMPENSATION

- 36.1. The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of Local Traffic and Information Access Traffic on the network of one Party which originates on the network of the other Party.
- 36.1.1. Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be Information Access Traffic and subject to Bill and Keep. 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 Information Access Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions:

36.1.1.1. Bill and Keep applies to Information Access Traffic between a CLEC end office and the Physical POI. CLEC is responsible for compensating Sprint for any necessary transport between virtual and physical POIs.

36.1.1.2. Traffic studies may be conducted semi-annually to measure the amount of traffic on the interconnection trunks to determine the ratio of originating to terminating traffic. Parties agree to share the results of such studies.

36.1.1.3. Bill and Keep does not apply to Local Traffic or Information Access Traffic originated by the CLEC, transiting Sprint's network, and terminated by a third party in which case applicable transit charges will apply as set forth in 36.4. Sprint will not assume transport and termination liabilities on behalf of the calls originated by the CLEC.

36.1.2. Notwithstanding any other provision of this Agreement, the Parties right and obligations with respect to any intercarrier compensation or obligation that may be due or applies in connection with their exchange of Internet traffic shall be governed by the Order on Remand and Report and Order In the Matter of the Implementation of the Local Compensation Provisions of the Telecommunications Act of 1996 for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, as that order is subsequently modified or amended by the FCC or a Court of competent jurisdiction.

36.2. 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.

36.3. 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.

36.3.1. 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 traffic per this Agreement.

- 36.4. CLEC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table One 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.
- 36.5. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal 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, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. CLEC will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).
 - 36.5.1. 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 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.

37. UNBUNDLED NETWORK ELEMENTS

- 37.1. The charges that CLEC shall pay to Sprint for Unbundled Network Elements are set forth in Table 1 of this Part C.

38. SECURITY DEPOSIT

- 38.1. 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 payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date.
- 38.2. 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.
- 38.3. 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.

- 38.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 38.5. 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.
- 38.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 38.7. 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:
 - 38.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or
 - 38.7.2. when CLEC files for protection under the bankruptcy laws; or
 - 38.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 38.7.4. when this Agreement expires or terminates.
- 38.8. 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. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

Table One

RESALE DISCOUNTS:	
Other than Operator / DA	13.85%
Op Assist / DA	41.44%
USAGE FILE CHARGES:	
Message Provisioning, per message	\$0.005
Data Transmission, per message	\$0.002
Tape Charge, per tape	\$50.00

RATE ELEMENT	SOURCE	RECURRING RATE	NRC
SERVICE ORDER / INSTALLATION / REPAIR			
Manual Service Order			\$22.54
Electronic Service Order via IRES (added 7/98)			\$3.06
Manual Service Order - Listing Only			\$11.88
Electronic Service Order - Listing Only			\$0.33
Manual Service Order - Change Only			\$11.04
Electronic Service Order - Change Only			\$1.33
Change Telephone Number - per change			\$20.80
2-Wire Loop Cooperative Testing			\$28.26
4-Wire Loop Cooperative Testing			\$35.86
Trip Charge			\$13.88
Trouble Isolation and Testing			\$34.29
Temporary Suspension of Service Bus/Res - Suspend			\$17.50
Temporary Suspension of Service Bus/Res - Restore			\$0.00
Service conversion of Resale service to or from UNE-P svc			\$26.78
Special Access to UNE Conversions			
DS1 Loop			\$80.27
DS1 Transport			\$60.13
EEL - DS1 Transport and Loop			\$71.82
DS3			ICB
NID	SOURCE	RECURRING RATE	NRC
1 Line		\$0.73	\$15.24
2 Line		\$1.04	\$15.42
Smartjack		\$13.43	\$15.42
TAG AND LABEL LOOP & RESALE	SOURCE	RECURRING RATE	NRC
Tag and Label on a new install loop or resale			\$3.85
Tag and Label on a reinstall loop or an existing loop or resale			\$7.71
Tag and Label on an addtl loop or resale on the same order at the same location			\$3.08
LINE SHARING	SOURCE	RECURRING RATE	NRC

CLEC Provides Splitter In Own Collocation Space			
3-Jumper Configuration			
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (2 required)		\$26.20 each	
Line Sharing - 3 Jumpers			\$22.02
4-Jumper Configuration			
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (4 required)		\$26.20 each	
Line Sharing - 4 Jumpers			\$28.63
CLEC Provides Splitter in Common Area of Central Office			
3-Jumper Configuration			
Cost per 96-Line Splitter Shelf		\$20.70	
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Splitter Common Area (2 required)		\$28.23 each	
Cross Connects; 100 pr., Splitter Common Area to Collocation Space (1 required)		\$21.38 each	
Line Sharing - 3 Jumpers			\$22.02
4-Jumper Configuration			
Cost per 96-Line Splitter Shelf		\$20.70	
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (1 required)		\$26.20 each	
Cross Connects; 100 pr., MDF to Splitter Common Area (3 required)		\$28.23 each	
Line Sharing - 4 Jumpers			\$28.63
Convert UNE Digital Loop to Line Share-Note Coordinated			\$11.01
Convert UNE Digital Loop to Line Share-Coordinated during normal hours.			\$20.36
Convert UNE Digital Loop to Line Share-Coordinated after normal hours.			\$25.69
LOOP QUALIFICATION INFORMATION	SOURCE	RECURRING RATE	NRC
Loop Inquiry			\$29.29
LOOP CONDITIONING PER LINE			
The following charges applies to all Digital UNE, Line Sharing and xDSL capable loops that are less than 18,000 feet in length. Separate Engineering and Travel charges DO NOT apply as these costs reflect 25 pair economies.			
All Digital, Line Sharing and/or xDSL-capable loops less than 18,000 feet in length: Load Coil Removal			\$0.67

LINE CONDITIONING PER LOCATION	SOURCE	RECURRING RATE	NRC
The following charge applies to all loops that are 18,000 feet in length or longer that require load coil removal. These charges also apply to loops of any length that require Bridged Tap or Repeater removal. Single charges apply for multiple loops at the same location			
Engineering Charge - one per loop conditioned below			\$42.14
Trip Charge - one per loop conditioned below			\$19.88
Load Coil Removal; Loops Over 18K Feet			
Unload cable pair, UG, loop, per location			\$318.03
Unload add'l cable pair, UG, same time, location & cable, loop			\$3.02
Unload cable pair, AE, loop, per location			\$31.64
Unload add'l cable pair, AE, same time, location & cable, loop			\$2.85
Unload cable pair, BU, loop, per location			\$31.64
Unload add'l cable pair, BU, same time, location & cable, loop			\$2.85
Remove Bridged Tap			
Remove Bridged Tap, UG, per location			\$316.85
Remove one (1) add'l Bridged Tap, UG, same time, location & cable			\$1.85
Remove Bridged Tap, AE, per location			\$30.49
Remove one (1) add'l Bridged Tap, AE, same time, location & cable			\$1.71
Remove Bridged Tap, BU, per location			\$30.89
Remove one (1) add'l Bridged Tap, BU, same time, location & cable			\$1.71
Remove Repeaters			
Remove Repeater, UG, per location			\$316.85
Remove add'l Repeater, UG, same time, location & cable			\$1.85
Remove Repeater, AE, per location			\$30.49
Remove add'l Repeater, AE, same time, location & cable			\$1.71
Remove Repeater, BU, per location			\$30.89
Remove add'l Repeater, BU, same time, location & cable			\$1.71
LOOP	SOURCE	RECURRING RATE	NRC
Analog 2-wire			
Band 1		\$21.83	
Band 2		\$24.53	
Band 3		\$32.71	
Band 4		\$41.06	
Band 5		\$50.69	
Band 6		\$73.30	
Loops - Analog 2-Wire NRC			
2-Wire New - First Line			\$66.06
2-Wire New - Add'l Line			\$22.13
2-Wire Re-install (CT/DCOP/Migrate)			\$14.23
2-Wire Analog Disconnect Charge			\$25.36

Analog 4-wire			
Band 1		\$37.10	
Band 2		\$41.70	
Band 3		\$55.62	
Band 4		\$69.81	
Band 5		\$86.17	
Band 6		\$124.61	
Loops - Analog 4-Wire NRC			
4-Wire New - First Line			\$85.75
4-Wire New - Addtl Line			\$41.82
4-Wire Re-install (CT/DCOP/Migrate)			\$21.59
4-Wire Analog Disconnect Charge			\$29.74
DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI			
Band 1		\$23.99	
Band 2		\$26.69	
Band 3		\$34.87	
Band 4		\$43.22	
Band 5		\$52.85	
Band 6		\$75.46	
2-Wire Digital ISDN-BRI NRC			
2-Wire ISDN, BRI-IDSL Loop, First Line			\$111.35
2-Wire ISDN, BRI-IDSL Loop, Addtl Line			\$68.95
2-Wire ISDN, BRI-IDSL Loop, Re-install (CT, DCOP, Migrate)			\$20.55
2-Wire Digital and ISDN-BRI Disconnect Charge			\$25.36
DS0 4 Wire Digital Data Loop 56 or 64 kbps			
Band 1		\$39.26	
Band 2		\$43.86	
Band 3		\$57.78	
Band 4		\$71.97	
Band 5		\$88.33	
Band 6		\$126.77	
DS0 4-Wire Digital 56 or 64 kbps			
56, 64 kbps Loop - First Line			\$155.68
56, 64 kbps Loop - Addtl Line			\$112.51
56, 64 kbps Loop - (CT, DCOP, Migrate)			\$165.62
4-Wire Digital and DSO Disconnect Charge			\$29.74
DS1 4 Wire Digital Data DS1/T1/ISDN-PRI			
Band 1		\$90.49	
Band 2		\$99.27	
Band 3		\$115.18	

Band 4		\$131.27	
Band 5		\$149.86	
Band 6		\$199.95	
DS1 4 Wire ISDN-PRI			
DS1, ISDN-PRI Loop First Line			\$308.24
DS1, ISDN-PRI Loop - Addtl Line			\$255.73
DS1, ISDN-PRI Loop - Reinstall (CT, DCOP, Migrate)			\$145.14
DS1 Disconnect Charge			\$29.74
DS3		ICB	ICB
Loop Conversion Rates			
DS1 Loop Conversion of Special Acces to UNE			\$80.27
Loops - High-Capacity			
Add DS3, OC3,OC12,OC48 to existing fiber system		ICB	ICB
DARK FIBER	SOURCE	RECURRING RATE	NRC
Interoffice, per foot per fiber			
Band 1		\$0.0058	
Band 2		\$0.0094	
Band 3		\$0.0135	
Band 4		\$0.0223	
Band 5		\$0.0264	
Feeder, per fiber			
Band 1		\$52.48	
Band 2		\$86.97	
Band 3		\$141.67	
Band 4		\$189.00	
Band 5		\$265.36	
Band 6		\$460.22	
Distribution Price Per Fiber		\$20.00	
Loops - Dark Fiber			
Dark Fiber Loop - Initial Patch Cord Installation, Field Location			\$20.55
Dark Fiber Loop - Additional Patch Cord Installation, Field Loc./Same			\$7.34
Dark Fiber Loop - CO Interconnection, 1-4 Patch Cords, per CO			\$152.63
Dark Fiber Loop - Special Construction for Fiber Pigtail			ICB
Dark Fiber Transport, per CO			\$152.63
Dark Fiber End-to-End Testing, Initial Strand			\$48.44
Dark Fiber End-to-End Testing, Subsequent Strands			\$14.68

Misc. Components - Dark Fiber			
Fiber Patch Cord		\$0.70	
Fiber Patch Panel		\$0.86	
Dark Fiber Application Fee - Prepaid			\$267.32
SUB LOOPS	SOURCE	RECURRING RATE	NRC
2-Wire Voice Grade Feeder		ICB	ICB
4-Wire Voice Grade Feeder		ICB	ICB
2-Wire Voice Grade Distribution		ICB	ICB
4-Wire Voice Grade distribution		ICB	ICB
2-Wire Digital data Feeder		ICB	ICB
4-Wire Digital Data Feeder		ICB	ICB
2-Wire Digital Data Distribution		ICB	ICB
4-Wire Digital Data Distribution		ICB	ICB
LOCAL SWITCHING	SOURCE	RECURRING RATE	NRC
Statewide UNE Port Rates			
Residential 1		\$2.58	
Business 1		\$2.58	
Key System		\$2.58	
CENTREX		\$2.58	
Pay Station		\$2.58	
PBX (DS0)		\$5.10	
PBX (DS1)		\$110.51	
DID		\$110.51	
BRI-ISDN		ICB	
PRI-ISDN One Way		\$339.13	\$83.96
PRI-ISDN Two Way		\$630.45	\$83.96
DS3		ICB	
Intrastate CCL Orig*	Intrastate Access Tariff	Current tariff rate	
Intrastate CCL Term*		Current tariff rate	
RIC*		N/A	

Customized Routing			
Switch Analysis			\$70.46
Host Switch Translations			\$1,409.20
Remote Switch Translations			\$1,056.90
Host TOPS Translations			\$281.84
Remote TOPS Translations			\$140.92
Operator Services Branding			
0+ Ten Digits			\$3,644.04
411			\$800.00
UNE-P LOOP & PORT COMBINATION			
Analog 2-Wire Loop & Port			
Key System Analog 2-Wire Loop & Port			
CENTREX Analog 2-Wire Loop & Port			
PBX Analog 2-Wire Loop & Port			
PBX DS0 2-Wire Digital Loop & Port			
PBX DS1 4-Wire Digital Loop & Port			
ISDN-PRI DS1 One Way Loop & Port			
ISDN-PRI DS1 Two Way Loop & Port			
Note: If feature for UNE-P are desired they are found below and are in addition to these rates.			
FEATURES	SOURCE	RECURRING RATE	NRC
CCF Package *		\$0.39	\$2.62
CLASS Package *		\$9.68	\$4.66
CENTREX Package *		\$11.05	\$29.26
- 3 Way Conf / Consult / Hold Transfer		\$1.94	\$16.81
- Conf Calling - 6 Way Station Control		\$2.71	\$24.85
- Dial Transfer to Tandem Tie Line		\$0.11	\$92.17
- Direct Connect		\$0.02	\$19.38
- Meet Me Conference		\$18.95	\$33.37
- Multi-Hunt Service		\$0.07	\$21.63
ISDN-PRI FEATURES			
ISDN-PRI Caller ID Name & Number (per PRI)		\$33.80	\$86.12
ISDN-PRI Call By Call (per PRI)		\$1.00	\$229.64
ISDN-PRI Network Ring Again (per PRI)		\$10.60	\$344.46
ISDN-PRI D Channel backup (add to existing PRI)			\$62.19
ISDN-PRI 2-B Channel Transfer (per PRI)		\$73.29	\$229.64
ISDN-PRI Circular Hunt (per PRI)		\$23.43	\$229.64
ISDN-PRI E911 Call Screening (per PRI)		\$97.72	\$258.35

ISDN-PRI National ISDN-2 Protocol		\$0.00	\$229.64
UNE COMBINATIONS	SOURCE	RECURRING RATE	NRC
UNE Platform (UNE-P)			
UNE-P 2-Wire Analog Loop-First line, switching, common transport			\$66.06
UNE-P 2-Wire Analog Loop-Addtl line ordered same time for same location			\$22.13
UNE-P 2-Wire Analog Loop-Migrate Loop, switching, common transport			\$14.23
UNE-P 2-Wire Disconnect Charge			\$6.32
Local Number Portability surcharge		\$0.48	
ISDN-PRI UNE Port Migration Charge			\$35.71
LNP COORDINATED CONVERSION RATES - Effective 9/4/01	SOURCE	RECURRING RATE	NRC
Per order with 1 - 10 lines			\$50.41
Per each additional line over 10			\$4.01
INTERIM NUMBER PORTABILITY	SOURCE	RECURRING RATE	NRC
RCF Residential		\$0.06	ICB
RCF Business		\$0.31	ICB
Call Path Residential		\$0.01	ICB
Call Path Business		\$0.05	ICB
INP RATES SPECIFIC TO ACCESS SETTLEMENTS	SOURCE	RECURRING RATE	NRC
Per Line		\$13.05	
TRANSPORT	SOURCE	RECURRING RATE	NRC
DS 0		See attached transport worksheet	139.19
DS 1		See attached transport worksheet	\$128.91
DS 3		See attached transport worksheet	\$139.19
Transport Conversion Rates			
DS1 Loop, DS1 Local Interconnection and Transport (Special Access end to end)			\$80.27
Dedicated Transport			\$66.63
MULTIPLEXING			

Multiplexing - DS1-DS0		\$350.00	\$67.98
Multiplexing - DS3-DS1			\$93.22
EEL COMBINATIONS			
Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable).			
Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing.			
See the Rate Element/ Service Order/Installation/Repair Center section of this price sheet for EEL Migration and Conversion charges.			
Channel Bank Shelf/Common (Per DS1):		\$140.53	
Channel Bank Card (per DS0)		\$4.57	
EEL NRC's			
EEL 2-Wire Analog Disconnect Charge			\$25.36
EEL 2-Wire DS0 Digital Disconnect Charge			\$25.36
EEL 4-Wire Analog Disconnect Charge			\$29.74
EEL 4-Wire DS0 Digital Disconnect Charge			\$29.74
EEL DS1 Loop Disconnect Charge			\$29.74
RECIPROCAL COMPENSATION			
	SOURCE	RECURRING RATE	NRC
End Office		\$0.004891	N/A
Tandem Switching		\$0.003009	N/A
Common (Shared) Transport		\$0.005285	N/A
INTERCONNECTION			
	SOURCE	RECURRING RATE	NRC
These rates apply when collocation is involved. For collocation rates, see the appropriate tariff.			
DS0 Elec X-Conn (DS0 UNECC)		\$0.85	N/A
DS1 Elec X-Conn (DS1 UNECC)		\$2.72	N/A
DS3 Elec X-Conn (DS3 UNECC)		\$24.11	N/A
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.		\$1.36	N/A
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE			
	SOURCE	RECURRING RATE	NRC
STP Port	TELRIC COST STUDY	\$508.32	\$228.27
STP Switching	TELRIC COST STUDY	\$0.8233	N/A

56.0 Kbps SS7 Link - Fixed	Interstate Access Tariff	\$50.00	N/A
56.0 Kbps SS7 Link - Per Mile	Interstate Access Tariff	\$2.30	N/A
1.544 MBPS SS7 Link - Fixed	Interstate Access Tariff	\$125.00	N/A
1.544 MBPS SS7 Link - Per Mile	Interstate Access Tariff	\$20.50	N/A
Multiplexing DS1 to DS0	TELRIC COST STUDY	\$350.00	\$64.31
SS7 - Originating Point Code (OPC) Service			\$17.62
SS7 - Global Title Address Translation (GTT)			\$8.81
Interoffice Transmission - STP Ports			\$228.27
Interoffice Transmission - STP Link (56 kbps)			\$140.93
LINE INFORMATION DATABASE	SOURCE	RECURRING RATE	NRC
Local Number Portability Service	Tariff	\$0.00058	N/A
LIDB Database Transport per query	Interstate Access Tariff	\$0.00057	N/A
LIDB Database per query	Interstate Access Tariff	\$0.02168	N/A
Toll Free Code Access Service query	Interstate Access Tariff	\$0.00140	N/A
Calling Name Database Access Service - CNAM	Interstate Access Tariff	\$0.00252	N/A
DIRECTORY ASSISTANCE SERVICES	SOURCE	RECURRING RATE	NRC
DA Database Listing & Update per listing/update	TELRIC COST STUDY	\$0.06	N/A
DA Data Base Query Service per query	TELRIC COST STUDY		
TOLL & LOCAL OPERATOR SERVICES	SOURCE	RECURRING RATE	NRC
Toll and Local Assistance Service (Live) per attempt			
DA OPERATOR SERVICE	SOURCE	RECURRING RATE	NRC
DA Operator Service (Live) per attempt			
911 TANDEM PORT	SOURCE	RECURRING RATE	NRC
Per DSO Equivalent Port		\$19.59	\$103.49
STREET INDEX GUIDE	SOURCE	RECURRING RATE	NRC
Monthly Charge		\$41.00	
Tape Charge		\$50.00	

OPERATIONAL SUPPORT SYSTEMS	SOURCE	RECURRING RATE	NRC
OSS Interfaces*		ICB	ICB
* Sprint is working on OSS and rates will be added as they are developed.			

STP INTERCONNECTION

STP interconnection (in pairs) can be obtained at any of the following locations. Associated recurring and non-recurring rates are based on the applicable state charges.

State	Exchange	Operating Point Code	CLLI Code
Florida	Tallahassee	230-010-000	THLSFLXA21W
	Tallahassee	230-011-000	THLSFLXB21W
	Winter Park	239-111-000	WNPKFLXA11W
	Altamonte Springs	239-211-000	ALSPFLXA21W
Tennessee	Bristol	239-004-000	BRSTTNXA21W
	Johnson City	239-002-000	JHCYTNXC21W
Minnesota	Osseo	239-151-000	OSSEMNXO21W
	Chaska	239-152-000	CHSKMNXC21W
Missouri	Warrensburg	239-162-000	WRBGMXA21W
	Jefferson City	239-161-000	JFCYMOXA21W
New Jersey	Clinton	239-203-000	CLTNNJXJ77W
	Newton	239-202-000	NWTNNJXU77W
Nevada	Las Vegas	230-001-000	LSVGNVXB00W
	Las Vegas	230-002-000	LSVGNVXG00W
North Carolina	Rocky Mount	239-200-000	RCMTNCXA01W
	Fayetteville	239-201-000	FYVLNCXA01W
Ohio	Mansfield	239-204-000	MNFDOHXA24W
	Lima	239-205-000	LIMAOHXA25W
Pennsylvania	Chambersburg	239-207-000	CHBGPAXC77W
	Carlisle	239-206-000	CRLSPAXC77W
Texas	Athens	239-141-000	ATHNTXXA21W
	Humble	239-142-000	HMBLTXXA21W

OPERATOR & DIRECTORY ASSISTANCE

Operator and Directory Assistance can be obtained from any of the four Sprint regional centers.

The recurring and non-recurring rates are based on the regional centers which are located in:

Las Vegas, Nevada

Mansfield, Ohio
Rocky Mount, North
Carolina
Winter Park, Florida

Loops:

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN- BRI	DS0 4 Wire Digital Data 56 or 64 kbps	DS1 4 Wire Digital Data DS1/T1/ISDN- PRI Loop or Interconnection
Jefferson City	JFCYMOXAH	BAND 1	\$ 21.83	\$ 37.10	\$ 23.99	\$ 39.26	\$ 90.49
Ferrelview	FLVWMOXAH	BAND 2	\$ 24.53	\$ 41.70	\$ 26.69	\$ 43.86	\$ 99.27
Warrensburg	WRBGMOXAH	BAND 2	\$ 24.53	\$ 41.70	\$ 26.69	\$ 43.86	\$ 99.27
Harrisonville	HNVLMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18
Lexington	LXTNMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18
Maryville	MAVLMOXAH	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18
Newburg	NWBGMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18
Pickering	PCNGMOXAS	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18
Platte City	PLCYMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18
Rolla	ROLLMOXAH	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18
Windsor	WNDSMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18
Butler	BTLRMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27
California	CLFRMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27
Clinton	CLTNMOXAH	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27
Deepwater	DPWRMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27
Pleasant Hill	PLHLMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27
Sweet Springs	SWSPMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27
Tipton	TPTNMOXAS	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27
Buckner	BCKNMOXAR	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86
Ft. Leonard Wood	FTLWMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86
Holts Summit	HLSMMOXAR	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86
Kearney	KRNYMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86
Lake Latowana	LKLTMOXAR	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86
Lebanon	LBNNMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86
Oak Grove	OKGVMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86
Odessa	ODSSMOXAR	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86
Salem	SALMMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86
Appleton City	APCYMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Blackburn	BLBNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Blairstown	BLTWMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Brazito	BRZTMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Chilhowee	CHLHMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Clarksburg	CLBGMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Cole Camp	CLCMMOXXS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95

Calhoun	CLHNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Camden Point	CMPNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Centertown	CNTWMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Centerview	CNVWMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Coal	COALMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Craig	CRAGMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Dearborn	DRBRMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Edgerton	EGTNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Eugene	EUGNMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Fairfax	FRFXMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Green Ridge	GNRGMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Holden	HLDNMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Henrietta	HNRTMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Holt	HOLTMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Houstonia	HOSTMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Hopkins	HPKNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Hardin	HRDNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Ionia	IONIMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
King City	KGCYMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Kingsville	KGVLMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Leeton	LETNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Lincoln	LNCLMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Lone Jack	LNJCMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Mound City	MDCYMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Malta Bend	MLBNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Missouri City	MSCYMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Montrose	MTRSMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
New Bloomfield	NBFDMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Norborne	NRBRMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Otterville	OEVLMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Orrick	ORCKMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Richland	RCLDMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Russellville	RLVLMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Smithton	SHTNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Strasburg	STBGMOXXR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
St. Roberts	STRBMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
St. Thomas	STTMMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Syracuse	SYRCMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Taos	TAOSMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Tarkio	TARKMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Urich	URCHMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Wellington	WGTNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Warsaw	WRSWMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Weston	WSTNMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Waverly	WVRLMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95
Waynesville	WYVLMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95

PART D - LOCAL RESALE

39. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 39.1. 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. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Sprint to CLEC pursuant to this Part D are collectively referred to as "Local Resale."
- 39.2. 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."
- 39.3. 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.

40. GENERAL TERMS AND CONDITIONS

- 40.1. Pricing. The prices charged to CLEC for Local Resale those presented in the Sprint local tariff, discounted as set forth in Part C of this Agreement.
 - 40.1.1. CENTREX Requirements
 - 40.1.1.1. At CLEC's option, CLEC may purchase the entire set of CENTREX features or a subset of any such features.
 - 40.1.1.2. 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.
 - 40.1.1.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to CLEC.
 - 40.1.1.4. 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.
 - 40.1.1.5. 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.

- 40.1.1.6. CLEC may resell call forwarding in conjunction with CENTREX Service.
- 40.1.1.7. CLEC may purchase any CENTREX Service for resale subject to the requirements of Sprint's tariff.
- 40.1.1.8. 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.
- 40.1.1.9. 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.
- 40.1.2. Voluntary Federal and State Subscriber Financial Assistance Programs
 - 40.1.2.1. 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.
- 40.1.3. 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.
- 40.1.4. 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.
- 40.1.5. COCOT lines will not be resold to payphone service providers at wholesale prices under this Agreement.
- 40.1.6. 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.

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

40.1.8. LIDB Administration

40.1.8.1. 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.

40.1.8.2. 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

41. GENERAL

- 41.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs") such that CLEC will be able to subscribe to and interconnect to whichever of these unbundled elements CLEC requires for the purpose of providing local telephone service to its end users. CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table 1 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, §3.2 of this Agreement.

42. UNBUNDLED NETWORK ELEMENTS

- 42.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunication Services to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement. UNEs include:

42.1.1. Network Interface Device ("NID")

42.1.2. Local Loop

42.1.3. Sub Loop

42.1.4. Switching Capability (Except for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas where Sprint provides non-discriminatory access to the enhanced extended link.)

42.1.4.1. Local Switching

42.1.4.2. Tandem Switching

42.1.5. Interoffice Transport Facilities

42.1.5.1. Common

42.1.5.2. Dedicated

42.1.5.3. Dark Fiber

42.1.6. Signaling Networks & Call Related Databases

42.1.7. Operations Support Systems

- 42.2. CLEC may use one or more UNEs to provide any feature, function, capability, or

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

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

43. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING

- 43.1. The receiving Party shall promptly consider and analyze access to categories of UNEs not covered in this Agreement, and requests where facilities and necessary equipment are not available with the submission of a Network Element Bona Fide Request hereunder.
- 43.2. A UNE Bona Fide Request ("BFR") shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each requested UNE.
- 43.3. The requesting Party may cancel a UNE Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.
- 43.4. Within five (5) business days of its receipt, the receiving Party shall acknowledge receipt of the UNE Bona Fide Request.
- 43.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm whether the receiving Party will offer access to the UNE, including whether it is technically or operationally feasible.
- 43.6. Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 43.7. Except under extraordinary circumstances, upon receipt of written authorization from the requesting Party, the receiving Party shall, within 30 days develop the applicable prices.
- 43.8. Within thirty (30) days of receipt of the price quote, the requesting Party shall, if it wishes to proceed, notify the receiving Party in writing of its acceptance of the price quote and authorization to proceed.
- 43.9. As soon as feasible, but not more than sixty (60) days after receipt of the acceptance of the price quote and written authorization to proceed with developing and provisioning the service(s) in the UNE Bona Fide Request, the

receiving Party shall provide to the requesting Party the date by which the service(s) can be provided by Sprint.

- 43.10. Within thirty (30) days of its receipt of the date by which the UNE service(s) can be provisioned, the requesting Party must either confirm, in writing, its order for the UNE service(s), or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in §23 of this Agreement.
- 43.11. If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in §23 of this Agreement.

44. NETWORK INTERFACE DEVICE

- 44.1. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 44.2. The function of the NID is to establish the network demarcation point between a carrier (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 44.3. CLEC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, CLEC may request them pursuant to process detailed in § 42 herein.
- 44.4. 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 1 will apply.
- 44.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 44.6. 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.

45. LOOP

- 45.1. The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached

electronics (except those used for the provision of advanced services, such as DSLAMS) owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises. Terms and conditions for the provision of dark fiber are set forth in §53 of this Agreement. The 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. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops.

- 45.2. Conditioned Loops. Sprint will condition loops at CLEC's request. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Table 1. Conditioning charges apply to all loops irrespective of the length of the loop.
- 45.3. At CLEC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.
 - 45.3.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").
 - 45.3.2. 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 3 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.
 - 45.3.3. Sprint will charge CLEC at the rates set out on Table 1, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network.
- 45.4. Voice Grade Loop Capabilities
 - 45.4.1. Voice grade loops are analog loops that facilitate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the CLEC's customer's premises. CLEC shall not install equipment on analog loops that exceeds the specified bandwidth.
 - 45.4.2. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at CLEC's request and option, to provide an unbundled voice grade loop. Alternative arrangement may include copper facilities, dedicated transmission equipment or the deployment of newer devices

providing for multiple hosting.

- 45.4.3. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.

45.5. Non-Voice Grade Loops

- 45.5.1. Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires CLEC to provide in writing (via the service order) the spectrum management class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop, so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements. CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management. If CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order). On non-voice grade loops, both standard and non-standard, Sprint will only provide electrical continuity and line balance.
- 45.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in §23 of this Agreement.
- 45.5.3. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities and necessary equipment are available, Sprint will make alternative arrangements available to CLEC at CLEC's request, to provide an unbundled voice grade loop. Alternative arrangements may include existing copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.
- 45.5.4. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
- 45.5.5. CLEC will submit a BFR for non-voice grade loops that are not currently price listed.
- 45.5.6. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from

the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

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

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

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

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

45.5.7.4. As an alternative to § 45.5.7.1 CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.

45.6. Non-Standard Non-Voice Grade Loops

45.6.1. If CLEC requests a xDSL loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Non-Voice Grade Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in §45.5 are applicable.

45.7. Adherence to National Industry Standards

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

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

45.7.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and

electrical characteristics;

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

45.7.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this § 45.7.2.3, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

45.7.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

45.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to § 45.7.2, the degraded service shall not prevail against the newly deployed technology.

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

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

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

45.8.1. In connection with the provision of advanced services, Sprint shall provide to CLEC:

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

- 45.8.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
 - 45.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
- 45.8.2. In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
 - 45.8.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
 - 45.8.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);
 - 45.8.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.
- 45.8.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.
- 45.9. 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.
 - 45.9.1. Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.
 - 45.9.2. Tag and Label is available on the following types of loops: 2- and 4- wire analog loops, 2- and 4-wire xDSL capable loops, DSO 2- and 4-wire loops, and DS1 4-wire loops.
 - 45.9.3. CLEC must specify on the order form whether each loop should be tagged and labeled.
- 45.10. The rates for loop tag and label and related services are set forth on Table 1, which is incorporated into and made a part of this agreement.

46. SUBLOOPS

- 46.1. Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault or at the MDF.
- 46.2. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within.
- 46.3. Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the BFR process as set forth in §43 of this Agreement. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.
- 46.4. 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.
- 46.5. To the extent Sprint owns inside wire and related maintenance for itself and its customers, Sprint will provide CLEC existing inside wire, including intrabuilding and interbuilding cable, at any accessible point, where technically feasible. Where available, inside wire is offered separate from the UNE loop, and the rates for inside wire are distinct from the loop rates.
 - 46.5.1. Inside wire is the wire, owned by Sprint, and located on the customer's side of the network interface (NI), as defined in C.F.R. §51.319(a)(2)(i). Inside wire also includes interbuilding and intrabuilding cable. Interbuilding cable means the cable between buildings in a campus setting (i.e. between multiple buildings at a customer location).
 - 46.5.1.1. Intrabuilding cable means the cable running vertically and horizontally within a building.
 - 46.5.1.2. Intrabuilding cable includes riser cable and plenum cable.
 - 46.5.2. Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 46.6. Requests for inside wire, including ordering and provisioning, will be handled on an Individual Case Basis (ICB) due to the uniqueness of each instance where

Sprint may own inside wire. The application of prices for inside wire will be matched to the specific facilities located at the site where it is being sold. The prices for inside wire are reflected in the standardized price list for the components for inside wire, including interbuilding cable, intrabuilding cable, SAI, riser cable and plenum cable. Non-recurring interconnection costs and charges will be determined on a site-specific basis and are dependent upon the facilities present at the location. The purchase of inside wire may necessitate the purchase of other facilities, including but not limited to, loop, network interface devices (NIDs), building terminals, and/or serving area interfaces (SAIs).

47. LOCAL SWITCHING

- 47.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), CLEC presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Since Sprint will offer EELs, Sprint is not required to provide local switching under this § 47 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.
- 47.2. Sprint will provide customized routing at CLEC's request where technically feasible. Customized routing enables the CLEC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the CLEC to route their customer's operator handled traffic to a different provider. CLEC requests will be processed through the BFR process. Pricing will be on a time and materials basis.
- 47.3. Technical Requirements
 - 47.3.1. Sprint shall provide its standard recorded announcements (as designated by CLEC) and call progress tones to alert callers of call progress and disposition. CLEC will use the BFR process for unique announcements.
 - 47.3.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to CLEC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by CLEC.
 - 47.3.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call

Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.

47.3.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.

47.4. Interface Requirements. Sprint shall provide the following interfaces:

47.4.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

47.4.2. Coin phone signaling;

47.4.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

47.4.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

47.4.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and

47.4.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems).

- 47.5. Sprint shall provide access to interfaces, including but not limited to:
 - 47.5.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by CLEC;
 - 47.5.2. Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 47.5.3. Interface to CLEC directory assistance services through the CLEC switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

48. TANDEM SWITCHING

- 48.1. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLEC, Sprint, independent telephone companies, IXC's and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.
- 48.2. Technical Requirements
 - 48.2.1. The requirements for Tandem Switching include, but are not limited to, the following:
 - 48.2.1.1. Interconnection to Sprint tandem(s) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
 - 48.2.1.2. Interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers which are connected to that tandem.
 - 48.2.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices.
 - 48.2.2. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 48.2.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by CLEC.
 - 48.2.4. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block CLEC traffic and leave its traffic unaffected or less affected).

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

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

48.3. Interface Requirements

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

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

49. PACKET SWITCHING

49.1. Sprint will provide CLEC unbundled packet switching if all of the following conditions are met:

49.1.1. Sprint has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems, or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

49.1.2. There are no spare copper loops cable of supporting the xDSL services the requesting carrier seeks to offer;

49.1.3. Sprint has not permitted the requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. §51.319(b); and

49.1.4. Sprint has deployed packet switching capability for its own use.

50. TRANSPORT

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

50.1.1. Sprint may provide Shared Transport at DS-0, DS-1, DS-3, STS-1 or

higher transmission bit rate circuits.

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

50.2. Dedicated Transport. Sprint will offer unbundled access to dedicated interoffice transmission facilities, or transport, including dark fiber. Terms and conditions for providing dark fiber are set forth in §53. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers owned by Sprint or requesting telecommunications carriers, or between switches owned by Sprint or requesting telecommunications carriers.

50.2.1. Technical Requirements

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

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

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

51. SIGNALING SYSTEMS AND DATABASES

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

interconnections CLEC has access to Sprint's SS7 Network, they therefore have the ability to perform database queries. If the event arises and CLEC accesses these databases, Sprint has the right to bill for such services.

51.2. Signaling Systems

51.2.1. Signaling Link Transport

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

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

51.2.2. Signaling Transfer Points (STPs)

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

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

51.2.3.1. Sprint Local Switching or Tandem Switching;

51.2.3.2. Sprint Service Control Points/Databases;

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

51.2.3.4. Third party provides STPs.

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

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

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

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

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

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

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

51.3. Line Information Database (LIDB)

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

51.3.2. Technical Requirements

51.3.2.1. Prior to the availability of Local Number Portability, Sprint shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by CLEC.

51.3.2.2. Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with CLEC, shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.

51.3.2.3. Sprint shall perform the following LIDB functions for CLEC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.

51.3.2.3.1. CLEC shall specify each point within the Client's networks that may originate queries to Sprint's LIDB. This shall be communicated to the Sprint network point of contact via the format in Appendix C.

51.3.2.4. Sprint shall provide access to Sprint's SS7 gateway to other non-Sprint LIDB providers.

51.3.2.5. Sprint shall process CLEC's subscribers' records in LIDB at Parity with Sprint subscriber records, with respect to other LIDB functions Sprint shall indicate to CLEC what additional functions (if any) are performed by LIDB in their network.

51.3.2.6. 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.

51.3.3. Compensation and Billing

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

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

51.3.3.3. Billing - Invoices will be sent out by the 15th of each month on a LIDB specific invoice.

51.3.3.4. Late Payments - All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.

51.3.3.5. Disputes - If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must

be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

51.3.4. Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by CLEC and CLEC's customers is limited to obtaining information, on a call-by-call basis, for delivery of name with Caller ID functions and shall not be stored or resold by CLEC or its customers in any form.

51.4. Calling Name Database (CNAM)

51.4.1. The CNAM database is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements, or CLEC's network, 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'.

51.4.2. Technical Requirements

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

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

51.4.2.2.1. CLEC shall specify each point within the CLEC's networks that may originate queries to Sprint's CNAM database. This shall be communicated to the Sprint network point of contact via the format in Appendix C.

51.4.2.3. Sprint shall provide access to Sprint's SS7 gateway to other non-Sprint CNAM providers for the purpose of receiving and responding to Calling Name Queries where the names are stored in other non-Sprint databases.

51.4.3. Compensation and Billing

- 51.4.3.1. Access by CLEC to CNAM information in Sprint's CNAM Database - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
- 51.4.3.2. Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for CNAM queries and switching of \$0.016 for a combined rate of \$0.0195.
- 51.4.3.3. Billing - Invoices will be sent out by the 15th of each month on a CNAM specific invoice.
- 51.4.3.4. Late Payments - All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late penalties, from and after the expiration of that 30 day period, of a one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.
- 51.4.3.5. Disputes - If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the foregoing sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

51.4.4. Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for delivery of name with Caller ID functions and shall not be stored or resold by CLEC or its customers in any form.

51.5. Toll Free Number Database

- 51.5.1. 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:

51.5.1.1. Technical Requirements

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

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

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

51.5.2. Compensation and Billing

51.5.2.1. Access by CLEC to the Toll Free Number Database Information - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

51.5.2.2. Billing - Invoices will be sent out by the 15th of each month on a Toll Free Number Database specific invoice.

51.5.2.3. Late Payments - All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.

51.5.2.4. Disputes - If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

51.5.3. Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by CLEC and its customers is limited to obtaining information,

on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

51.6. Local Number Portability Local Routing Query Service

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

51.6.1.1. Technical Requirements

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

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

51.6.2. Compensation and Billing

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

51.6.2.2. Billing – Invoices will be sent out by the 15th of each month on a LNP specific invoice.

- 51.6.2.3. Late Payments – All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.
- 51.6.2.4. Disputes – If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the forgoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a disputed amount shall be reflected on the Statement issued after resolution.
- 51.6.2.5. NPAC Costs – Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other Sprint companies.

52. OPERATIONS SUPPORT SYSTEMS (OSS)

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

53. DARK FIBER

53.1. General Rules and Definition

- 53.1.1. Dark fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. It is fiber optic cable that connects two points within Sprint's network that has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services.
- 53.1.2. Sprint will unbundle dark fiber for the dedicated transport, loop and sub-loop network elements in accordance with the FCC's Third Report and Order (CC Docket No. 96-98). Dark fiber is not a separate network element, but a subset of dedicated transport and loop network elements. In addition to the terms in this section, any rules, guidelines and Agreement provisions for these network elements, including accessibility, will apply to dark fiber.

53.2. Fiber Availability

- 53.2.1. Spare fibers in a sheath are not considered available if Sprint has an established project to put the fiber in use within the current year and the following year.
- 53.2.2. Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes. Sprint will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of 4 fibers and a maximum of 12 fibers.
- 53.2.3. Dark fiber requests will be handled on a first come first served basis, based on the date the Dark Fiber Application (DFA) is received.
- 53.2.4. Sprint will not restrict the use of leased dark fiber.

53.3. Interconnection Arrangements

- 53.3.1. 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.
- 53.3.2. The CLEC that requests dark fiber must be able to connect to the Sprint fiber by means of fiber patch panel.
- 53.3.3. 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. The process is outside the scope of this agreement.
- 53.3.4. 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.

53.4. Dark Fiber Application and Ordering Procedure

53.4.1. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint verify availability of dark fiber between the CLEC-specified locations. See Table 1 for application fee amount.

53.4.2. Within 20 business days of receipt of DFA, Sprint will provide CLEC with a response regarding fiber availability and price.

53.4.2.1. If dark fiber is not available, Sprint will notify CLEC of the DFA rejection.

53.4.2.2. CLEC will follow the Dispute Resolution Process outlined in §23 of this Agreement if they wish to contest the rejection.

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

53.4.4. After 10 business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.

53.4.5. The CLEC will submit a firm order for dark fiber via the local service request (LSR) or access service request (ASR), as appropriate.

53.4.6. By submitting the dark fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table 1 for monthly recurring and non-recurring charges.

53.4.7. Due Date. Sprint will provision dark fiber 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 60 business days from the date Sprint receives firm order from CLEC.

53.4.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the dark fiber order completion unless:

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

53.4.7.1.2. a third party submits firm order for same dark fiber. If this occurs, CLEC must begin compensating Sprint for monthly recurring and non-recurring charges in order to

reserve fiber, once Sprint is able to provide dark fiber to CLEC.

53.5. Maintenance and Testing

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

53.5.2. Sprint will conduct an end-to-end test of dark fiber after receipt of the firm order.

53.5.3. For meetpoint arrangements, Sprint will conduct cooperative testing with another carrier at CLEC's request. Additional rates and charges will apply.

53.5.4. Sprint does not guarantee that the transmission characteristics of the dark fiber will remain unchanged over time.

53.5.5. Sprint is not responsible for determining whether the transmission characteristics of the dark fiber will accommodate the CLEC requirements.

53.6. Rules for Take Back

53.6.1. Sprint reserves the right to take back dark fiber to meet its carrier of last resort obligations.

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

53.6.3. If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.

53.6.4. Sprint will provide the CLEC with alternative transport arrangements when Sprint takes back working fiber.

53.6.5. The Dispute Resolution Procedures found in §23 of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

54. LOOP FREQUENCY UNBUNDLING

54.1. General Terms

54.1.1. Sprint shall make available as a separate unbundled network element the HFS UNE for line sharing by CLEC. Prices for each of the separate components offered in association with the HFS UNE are reflected in Table 1 to this Agreement unless otherwise noted.

54.1.2. Pursuant to FCC rules and orders as applicable under the provisions of

Paragraph 3.4 of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible terminal in the outside loop plant, subject to the execution by CLEC of a collocation agreement and the availability of space.

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

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

54.1.3.2. When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Table 1 at CLEC's expense.

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

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

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

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

54.1.6.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand

alone unbundled non-voice grade loop as specified in Table 1 (excluding conditioning charges).

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

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

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

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

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

54.2. Information to be Provided

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

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

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

- 54.2.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
- 54.2.2. In connection with the provision of HFS UNE, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
 - 54.2.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
 - 54.2.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);
 - 54.2.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.
- 54.2.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.
- 54.3. Conditioning, Testing, Maintenance
 - 54.3.1. Sprint will condition loops at the request of CLEC. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Table 1. Conditioning charges apply to all loops irrespective of the length of the loop. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.
 - 54.3.2. If Sprint declines a CLEC request to condition a loop and Sprint is unable to satisfy CLEC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voiceband services.
 - 54.3.3. If CLEC requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil

removal will apply, plus trip charges and any applicable maintenance charges as set forth in Table I to this Agreement. Non-standard non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in §45.5 above are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.

- 54.3.4. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects the CLEC to deploy the testing capability for its own specialized services. If CLEC requests testing other than basic installation testing as indicated above, Sprint and CLEC will negotiate terms and charges for such testing.
- 54.3.5. In the event both Sprint's analog circuit-switched voice services and the CLEC's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to the CLEC. Any additional maintenance of service conducted at CLEC's request by Sprint on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Sprint and CLEC.

54.4. Deployment and Interference

- 54.4.1. In providing services utilizing the high frequency spectrum network element, sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 54.4.2. 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 §23 of this Agreement.
- 54.4.3. Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

- 54.4.3.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 54.4.3.2. Is approved by an industry standards body, the FCC, or any state commission or;
 - 54.4.3.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 54.4.3.3, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 54.5. If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the CLEC and give them a reasonable opportunity to correct the problem. CLEC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and the CLEC are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the CLECs technology is the cause of the interference, the CLEC will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 54.6. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 54.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 54.4.3, the degraded service shall not prevail against the newly deployed technology.
- 54.8. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 54.9. Splitters
- 54.9.1. In providing access to the High Frequency Spectrum Network Element,

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

55. FORECAST

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

56. INDEMNIFICATION

- 56.1. Each Party, whether a CLEC or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.
- 56.2. For any technology, CLEC represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause

damage to Sprint's plan, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm.

57. LOOP MAKE-UP INFORMATION

- 57.1. To the extent technically feasible, CLEC will be given access to Loop Qualification and OSS interfaces that Sprint is providing any other CLEC and/or Sprint or its affiliates. Sprint shall make available this Loop Qualification in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Qualification are set forth in Table 1 to this Agreement.
- 57.2. Subject to §57.1 above, Sprint's Loop Qualification will provide response to CLEC queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.
- 57.3. Information provided to the CLEC will not be filtered or digested in a manner that it would affect the CLECs ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.
- 57.4. Sprint shall provide Loop Qualification based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Qualification requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.
- 57.5. Errors identified in validation of the Loop Qualification inquiry order will be passed back to the CLEC.
- 57.6. Sprint may provide the requested Loop Qualification information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. – fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Qualification information.

57.7. If CLEC does not order Loop Qualification prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:

57.7.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;

57.7.2. If Sprint undertakes Loop Qualification activity to determine the reason for such failure, CLEC will be charged a Loop Qualification Charge; and

57.7.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table 1 pursuant to §45 of this Agreement.

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 of VOICE UNE-P and EEL as specifically set forth in this Section of the Agreement.

58.2. Definitions

58.2.1. EEL - Enhanced Extended Link (EEL). EEL for purposes of this Agreement refer to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.

58.2.2. VOICE UNE-P - Voice Unbundled Network Element Platform (VOICE UNE-P). VOICE UNE-P for purposes of this Agreement refers to the existing unbundled network elements, specifically NID, Loop, Local Switch Port, Local Circuit Switching, Shared Transport, and Local Tandem Switching, in the Sprint Network and is used to carry traditional POTS analog circuit-switched voice band transmissions.

58.3. General Terms and Conditions

58.3.1. 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 customers, 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.

58.3.2. 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 §43 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

58.3.3. The provisioning of VOICE UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.

58.3.4. Notwithstanding Sprint's general duty to unbundle local Circuit Switching, Sprint shall not be required to unbundle local Circuit Switching, nor provide VOICE UNE-P for CLEC when CLEC serves end-users with four or more voice grade (DS0) equivalents or lines provided that Sprint provides nondiscriminatory access to combinations of unbundled loops and transport (EELs) throughout Density Zone 1, when Sprint's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket 96-98, and in Density Zone 1, as defined in §69.123 on January 1, 1999 (the Exemption). Sprint may audit CLEC's UNE-P customer base in accordance with §7 of the Agreement to ensure CLEC's adherence to the Exemption.

58.4. Specific Combinations and Pricing

58.4.1. 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.

58.4.2. The Parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Ordering and provisioning for VOICE UNE-P and EEL will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications.

58.5. Sprint Offers the Following Combinations of Network Elements

58.5.1. 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.

58.5.1.1. 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 at the applicable recurring charges and non-recurring charges as specified in Table 1 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 1.

58.5.1.2. 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 1. 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.

58.5.1.3. 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.

58.5.1.4. 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 at the charges set forth in Table 1. Any non-standard requested format would be handled through the BFR process as set forth in §43 of this Agreement.

58.5.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

58.5.2.1. Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein to provide EEL at the applicable recurring and non-recurring charges as specified in Table 1 for EEL, the applicable recurring and nonrecurring charges for cross connects and Service Order Charges. Sprint will provide 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 circuit switched telephone exchange service to CLEC's own end user customers.

58.5.2.2. Multiplexing shall be provided as necessary as part of dedicated transport.

58.5.2.3. In order to obtain EELs a requesting carrier must be providing a "significant amount of local exchange service" over the proposed EEL to the end user customer, as that phrase is defined by the FCC.

- 58.5.2.4. Sprint reserves the right, upon thirty (30) days notice, to audit CLEC's local usage information when Sprint reasonably believes that CLEC has not met the local usage criteria defined by the FCC. Sprint will hire and pay for an independent auditor to perform the audit, CLEC will reimburse Sprint if the audit results confirm CLEC's non-compliance with the local usage criteria. Sprint will not request more than one audit in a calendar year unless an audit finds non-compliance, in which case, Sprint shall have the right to request an audit one additional time during that same calendar year. Sprint shall continue to have the additional audit right described above, so long as the Sprint audits indicate CLEC non-compliance. In the instance of non-compliance, CLEC shall convert the loop-transport combination to special access. This is in addition to Sprint's audit rights pursuant to §7.
- 58.5.2.5. Notwithstanding the above limitations, pursuant to §58 of this Agreement, Sprint will offer EELs where the component UNEs are not previously or currently combined where Sprint is not required to provide local switching for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

PART F - INTERCONNECTION

59. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

59.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

59.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, Information Access Traffic, and non-equal access IntraLATA toll traffic.

59.1.1.1. 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.

59.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.

59.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

59.4. Points of Interconnection

59.4.1. Physical Point of Interconnection. CLEC must establish a minimum of one Physical POI within in each LATA, at any technically feasible point, on Sprint's network. Sprint reserves the right to establish its own Physical POI if CLEC elects to file, and the Commission approves, CLEC's cost studies for transport.

59.4.1.1. 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.

59.4.1.2. 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 to its exchange boundary, whichever is less.

59.4.1.3. If third party (*i.e.* Competitive Access Provider or "CAP") leased facilities are used for interconnection, the Physical POI will be defined as the Sprint office in which the third party's leased circuit terminates.

59.4.1.4. If CLEC utilizes leased facilities under a meet point arrangement between Sprint and a third party (*i.e.* a connecting ILEC) the Physical POI will be Sprint office where the leased facility terminates.

59.4.2. Virtual Point of Interconnection. The CLEC must establish a Virtual POI within each of Sprint's mandatory local calling areas, 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 will compensate Sprint for transport from the Virtual POI to the Physical POI at TELRIC based rates. If the local calling area is served by a Remote Switch 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.

60. INTERCONNECTION COMPENSATION MECHANISMS

60.1. Interconnection Compensation

60.1.1. Sprint is responsible for transport to the Physical POI when the Physical POI is within the same local calling area where the call originates.

Where Virtual POIs are required, the CLEC will compensate Sprint for transport from the Virtual POI to the Physical POI at TELRIC based rates. Sprint will bear the cost for transport to the Virtual POI when the Virtual POI is within the same local calling area where the call originates.

60.2. Compensation for Local Traffic Transport and Termination

60.2.1. The Physical POI determines the point at which the originating carrier shall begin paying the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

60.2.1.1. "Transport," which includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user; and

60.2.1.2. "Termination," which includes the switching of Local Traffic at the terminating carrier's end office switch.

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

60.2.1.3.1. In a meet point arrangement, when calls from CLEC are terminating on Sprint's network through the Sprint Tandem Switch, CLEC will pay Sprint for transport charges from the Physical POI to the Tandem for dedicated transport. CLEC shall also pay a charge for Tandem

Switching, common transport to the end office, and end-office termination.

60.2.1.3.2. When the Physical POI is at the Sprint Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.

60.2.1.3.3. Charges billed to Sprint by CLEC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the CLEC for the same services. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination.

60.2.1.3.4. The following process will be used to validate the geographic area.

60.2.1.3.4.1. Sprint will provide the CLEC information concerning the end offices served by Sprint's tandem for the CLEC to use in determining geographic comparability.

60.2.1.3.4.2. The CLEC will certify in writing that they are offering facilities-based service through either owned or leased facilities to the majority of customers served by the end offices.

60.2.1.3.4.3. Sprint may request proof of service at least once per year. Proof will consist of a sample of addresses actually served by the CLEC switch showing that they are meeting the obligation..

60.2.1.3.5. CLEC may choose to establish a Physical POI at a Sprint end office, where technically feasible. For CLEC originated calls CLEC shall pay Sprint end-office termination. For Sprint originated traffic terminating to