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Missouri Public
Service Commission

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

May 1, 2002

ICG Telecom Group, Inc.

and

Sprint Missouri, Inc.

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this 1st day of May, 2002, is entered into by and between ICG Telecom Group, Inc. ("CLEC"), a Delaware corporation, and Sprint Missouri, Inc. ("Sprint"), a Missouri corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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

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

WHEREAS, CLEC wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements"), and to use such services for itself or 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 Public Service Commission State of Missouri (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. "Affiliate" is as defined in the Act.
- 1.6. "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.
- 1.7. "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.
- 1.8. "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.
- 1.9. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.10. "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.

- 1.11. "ATU – C" refers to an ADSL Transmission Unit – Central Office.
- 1.12. "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.
- 1.13. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.14. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.15. "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.
- 1.16. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.16.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.16.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.16.3. "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.
- 1.17. "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.
- 1.18. "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.
- 1.19. "Commission" means the Public Service Commission State of Missouri.
- 1.20. "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.

- 1.21. "Confidential and/or Proprietary Information" has the meaning set forth in Article 11 of Part A -- General Terms and Conditions.
- 1.22. "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.
- 1.23. "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.
- 1.24. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.25. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.26. "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.
- 1.27. "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.
- 1.28. "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.
- 1.29. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.30. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.31. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.32. "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.
- 1.33. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.34. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

- 1.35. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.36. "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.
- 1.37. "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)."
- 1.38. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.39. "FCC" means the Federal Communications Commission.
- 1.40. "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.
- 1.41. "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.
- 1.42. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.43. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.44. "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.
- 1.45. "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.

- 1.46. "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.
- 1.47. "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.
- 1.48. "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.
- 1.49. "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 expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.50. "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.
- 1.51. "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.
- 1.52. "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.

- 1.53. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.54. "Network Element" as defined in the Act.
- 1.55. "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.
- 1.56. "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.
- 1.57. "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)
- 1.58. "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.
- 1.59. "Operator Services" provides for:
 - 1.59.1. operator handling for call completion (e.g., collect calls);
 - 1.59.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.59.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.60. "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.

- 1.61. "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.
- 1.62. "Parties" means, jointly, Sprint Missouri, Inc. and ICG Telecom Group, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.63. "Party" means either Sprint Missouri, Inc. or ICG Telecom Group, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.64. "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.
- 1.65. "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.
- 1.66. "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:
 - 1.66.1. Composition of the loop material, i.e. fiber optics, copper;
 - 1.66.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
 - 1.66.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;
 - 1.66.2.2. Feeder/distribution interfaces;
 - 1.66.2.3. Bridge taps;
 - 1.66.2.4. Load coils;
 - 1.66.2.5. Pair gain devices; or
 - 1.66.2.6. Disturbers in the same or adjacent binders.

- 1.66.3. 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;
- 1.66.4. Wire gauge or gauges; and
- 1.66.5. Electrical parameters.
- 1.67. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.68. "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.
- 1.69. "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.
- 1.70. "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.
- 1.71. "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.

- 1.72. "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.
- 1.73. "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.
- 1.74. "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.
- 1.75. "Switch" means a Central Office Switch as defined in this Part A.
- 1.76. "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).
- 1.77. "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.
- 1.78. "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.
- 1.79. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.80. "Telecommunications" is as defined in the Act.
- 1.81. "Telecommunications Carrier" is as defined in the Act.
- 1.82. "Telecommunication Services" is as defined in the Act.
- 1.83. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or CLEC, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.84. "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.

- 1.85. "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 transport obligations begin.
- 1.86. "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.
- 1.87. "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. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- 1.88. "xDSL" refers to a generic term for a new 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 J, 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 may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder after providing CLEC reasonable notice as required by law. 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.
- 2.3. 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.

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. 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.

- 3.3.1. On April 27, 2001, the Federal Communications Commission (FCC) released *Order on Remand and Report and Order*, FCC 01-131, CC Docket No. 96-98, adopted April 18, 2001, relating to intercarrier compensation for telecommunications traffic delivered to Internet service providers. The FCC's decision modifies FCC rules 47 CFR §§ 51.701(b)(1)-(2), 51.701(a), 51.701(c)-(e), 51.703, 51.705, 51.707, 51.709, 51.711, 51.713, 51.715 and 51.717. The FCC *Order on Remand and Report and Order* is/will be effective 30 days after publication in the Federal Register, except 251(i) rights as set forth in paragraph 82 of the Order, will be effective upon publication in the Federal Register. The FCC *Order on Remand and Report and Order* affects certain provisions of this Agreement, including some of the rates contained in this Agreement.
- 3.3.2. Pursuant to paragraphs 3.2 and 3.3 of this Agreement, either Party may require that the affected provisions of this Agreement be renegotiated in good faith and amended to reflect the *Order on Remand and Report and Order*, such changes to be effective as of the effective date of the *Order on Remand and Report and Order*.

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 Article 32 hereof.
- 4.2. Except as provided herein, Sprint and CLEC agree to provide service to each other on the terms of this Agreement for a period from the Effective Date through and including April 30, 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. 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.

- 4.5. 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, or for termination upon sale under §4.5, 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 3.3 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 and one-half percent (1.5%) 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 Article 39.

7. AUDITS AND EXAMINATIONS

- 7.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement billed amounts. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
- 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 or Examination, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination 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 or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. 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 or Examination.

- 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 or Examination 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 Article 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 Article 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 Article 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 Article 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 Article 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 Article 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

If to

CLEC:

ICG
C/o LaCharles Keesee, SVP
161 Inverness Drive West
Englewood, CO 80112

Mailstop KSOPHM0316-
3B925
Overland Park, KS 66251

303-414-5986 Voice
303-414-5817 Facsimile
suzanne_armstrong@icgcomm.com

with a
copy to:

With a
Copy to: ICG
C/o Cheryl Hills, Sr. Director &
Counsel
180 Grand Avenue, Suite 450
Oakland, CA 94612
510-239-7201 Voice
510-239-7063 Facsimile
cheryl_hills@icgcomm.com

- 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 Article 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 Article 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 Article 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. 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. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the 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 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.

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, 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. COUNTERPARTS

30.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

31. SUCCESSORS AND ASSIGNS

31.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

32. IMPLEMENTATION PLAN

32.1. This Agreement sets forth the overall standards of performance for 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") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

32.2. The agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan") within one hundred-twenty (120) days of both Parties having designated members of the Implementation Team. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

- 32.2.1. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Part 3 and the trunk groups specified in Part 4 and, including standards and procedures for notification and discoveries of trunk disconnects;
 - 32.2.2. disaster recovery and escalation provisions;
 - 32.2.3. access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
 - 32.2.4. escalation procedures for ordering, provisioning, billing, and maintenance;
 - 32.2.5. single points of contact for ordering, provisioning, billing, and maintenance;
 - 32.2.6. service ordering and provisioning procedures, including provision of the trunks and facilities;
 - 32.2.7. provisioning and maintenance support;
 - 32.2.8. conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;
 - 32.2.9. procedures and processes for Directories and Directory Listings;
 - 32.2.10. billing processes and procedures;
 - 32.2.11. network planning components including time intervals;
 - 32.2.12. joint systems readiness and operational readiness plans;
 - 32.2.13. appropriate testing of services, equipment, facilities and Network Elements;
 - 32.2.14. monitoring of inter-company operational processes;
 - 32.2.15. procedures for coordination of local PIC changes and processing;
 - 32.2.16. physical and network security concerns;
 - 32.2.17. Completion of CLEC Checklist and supporting documentation to establish a billing account; and
 - 32.2.18. such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.
- 32.3. The Implementation Plan may be amended from time to time by the Implementation Team, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required

for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

33. FEDERAL JURISDICTIONAL AREAS

- 33.1. 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.

PART C - GENERAL PRINCIPLES

34. USE OF FACILITIES.

34.1. In situations where the CLEC has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise, the following will apply:

34.1.1. Sprint shall notify the CLEC by phone through the designated CLEC contact and via fax that it has had a request for service at the premise location that is currently being served by the CLEC;

34.1.2. If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;

34.1.3. So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial phone notification from Sprint to CLEC and Sprint shall issue a disconnect order with respect to the CLEC service at that location.

35. PRICE SCHEDULE

35.1. All prices under this agreement are set forth in Table One of this Part C.

35.2. Subject to the provisions of Part B, Article 3 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

36. LOCAL SERVICE RESALE

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

37. INTERCONNECTION AND RECIPROCAL COMPENSATION

37.1. The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Part and shall be applied consistent with the provisions of Part F of this Agreement. Under this agreement, Sprint is only required to compensate CLEC for terminating Local Traffic.

37.2. 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.

37.3. 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.

37.3.1. 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 as set forth in § 37.1.

37.3.2. CLEC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Part when CLEC uses a Sprint access tandem to terminate a local call to a third party LEC or another CLEC. Sprint shall pay CLEC a transit rate equal to the Sprint rate referenced above when Sprint uses a CLEC switch to terminate a local call to a third party LEC or another CLEC.

37.4. 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 only be retroactive to traffic for the previous 90 days. 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).

37.4.1. 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.

38. UNBUNDLED NETWORK ELEMENTS

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

39. SECURITY DEPOSIT

- 39.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current 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.
- 39.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.
- 39.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 39.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, 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.
- 39.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
- 39.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, 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.
- 39.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
 - 39.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or
 - 39.7.2. when CLEC files for protection under the bankruptcy laws; or
 - 39.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 39.7.4. when this Agreement expires or terminates.
- 39.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. 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

Sprint - Missouri - Rates

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
LNP Administrative Charge			\$9.51
SS7 - Originating Point Code (OPC) Service			\$17.62
SS7 - Global Title Address Translation (GTT)			\$8.81
2-Wire Digital Data Loop Cooperative Testing			\$28.26
4-Wire Digital Data Loop Cooperative Testing			\$35.86
Central Office Interconnection Charge (2 Wire)			\$9.10
Central Office Interconnection Charge (4 Wire)			\$15.72
Trip Charge			\$13.88
Outside Plant Interconnection (2-Wire)			\$26.21
Outside Plant Interconnection (4-Wire)			\$38.54
NID Installation Charge			\$15.42
NID Connection 2-Wire			\$1.76
Testing			\$1.47
			\$2.20
Loop Rework Charge (2-Wire)			\$14.23
Loop Rework Charge (4-Wire)			\$21.59
Trouble Isolation and Testing			\$34.29
Temporary Suspension of Service Bus/Res			\$17.50
Service Migration-migration of Resale service to or from UNE-P svc			\$26.78
Special Access to UNE Conversions/Migrations			
DS1 Loop			\$80.27
DS1 Transport			\$60.13
EEL - DS1 Transport and Loop			\$71.82
DS3			\$107.25
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	SOURCE	RECURRING RATE	NRC
Tag and Label on a new install loop			\$3.85
Tag and Label on a reinstall loop or an existing loop			\$7.71
Tag and Label on an add'l loop 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			\$3.16.85
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 - Addtl 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	
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	
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	

DS3		\$1,450.03	\$107.25
Loop Conversion Rates			
DS1 Loop Conversion of Special Acces to UNE			\$80.27
Loops - Digital 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
4-Wire Digital and DSO New, First Line (w/NID)			\$219.01
4-Wire Digital and DSO New, First Line (w/oNID)			\$211.13
4-Wire Digital and DSO New, Addtl or Second Line			\$165.62
4-Wire Digital and DSO Disconnect Charge			\$29.74
DS1 Service New, First Line (w/NID)			\$308.24
DS1 Service New, First Line (w/o NID)			\$255.73
DS1 Service New, Addtl or Second Line			\$145.14
DS1 Disconnect Charge			\$29.74
56, 64 kbps Loop - First Line			\$155.68
56, 64 kbps Loop - Addtl Line			\$112.51
DS1, ISDN-PRI Loop First Line			\$176.16
DS1, ISDN-PRI Loop - Addtl Line			\$138.86
Loops - High-Capacity NRC			
Add DS3 to existing system			\$107.25
Add OC3 to existing system			\$107.25
Add OC12 to existing system			\$107.25
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			
Band 1		\$13.57	
Band 2		\$18.88	
Band 3		\$29.38	
Band 4		\$44.71	
Band 5		\$64.75	
Band 6		\$90.59	
Band 7		\$123.68	
4-Wire Voice Grade Feeder			
Band 1		\$22.26	
Band 2		\$30.96	
Band 3		\$48.18	
Band 4		\$73.33	
Band 5		\$106.18	
Band 6		\$148.56	
Band 7		\$202.83	
2-Wire Voice Grade Distribution			
Band 1		\$7.38	
Band 2		\$9.07	
Band 3		\$13.06	
Band 4		\$18.83	
Band 5		\$25.95	
Band 6		\$35.51	
4-Wire Voice Grade distribution			

Band 1		\$12.11	
Band 2		\$14.87	
Band 3		\$21.42	
Band 4		\$30.88	
Band 5		\$42.56	
Band 6		\$58.24	
2-Wire Digital data Feeder			
Band 1		\$13.57	
Band 2		\$18.88	
Band 3		\$29.38	
Band 4		\$44.71	
Band 5		\$64.75	
Band 6		\$90.59	
Band 7		\$123.68	
4-Wire Digital Data Feeder			
Band 1		\$22.26	
Band 2		\$30.96	
Band 3		\$48.18	
Band 4		\$73.33	
Band 5		\$106.18	
Band 6		\$148.56	
Band 7		\$202.83	
2-Wire Digital Data Distribution			
Band 1		\$7.38	
Band 2		\$9.07	
Band 3		\$13.06	
Band 4		\$18.83	
Band 5		\$25.95	
Band 6		\$35.51	
4-Wire Digital Data Distribution			
Band 1		\$12.11	
Band 2		\$14.87	
Band 3		\$21.42	
Band 4		\$30.88	
Band 5		\$42.56	
Band 6		\$58.24	
Loops - Sub-Loops NRC			
Sub-Loop Interconnection (Stub Cable)			ICB
2-Wire Distribution First Line			\$125.21
2-Wire Distribution Addtl or Second Line			\$38.25
2-Wire Distribution Re-install			\$26.21
2-Wire Distribution Disconnect Charge			\$48.76
4-Wire Distribution First Line			\$171.51

4-Wire Distribution Addtl or Second Line			\$60.01
4-Wire Distribution Re-install			\$33.92
4-Wire Distribution Disconnect Charge			\$59.26
2-Wire Feeder First Line			\$90.18
2-Wire Feeder Addtl or Second Line			\$44.27
2-Wire Feeder Disconnect Charge			\$31.24
4-Wire Feeder First Line			\$126.22
4-Wire Feeder Addtl or Second Line			\$68.53
4-Wire Feeder Disconnect Charge			\$35.61
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		ICB	
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
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
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	
TANDEM SWITCHING	SOURCE	RECURRING RATE	NRC
		\$0.003009	N/A
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
Shared		\$0.005285	N/A
Transport Conversion Rates			
DS1 Loop, DS1 Local Interconnection and Transport (Special Access end to end)			\$80.27
Dedicated Transport			\$66.63
911 Trunk 2-Wire Analog			\$103.49
Interoffice Transmission - STP Ports			\$228.27
Interoffice Transmission - STP Link (56 kbps)			\$140.93
Multiplexing - DS1-DS0.			\$67.98

Multiplexing - DS3-DS1			\$93.22
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-Add'l 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
Flatrate surrogate for usage sensitive port		\$13.12	
Local Number Portability surcharge		\$0.48	
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 DSO 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
Transport			
DS 1		Rate varies	\$192.83
DS 3		Rate varies	\$219.48
Common		\$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
LINE INFORMATION DATABASE	SOURCE	RECURRING RATE	NRC
Local Number Portability Service	Tariff	\$0.00080	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	WNPKFLXA11 W
	Altamonte Springs	239-211-000	ALSPFLXA21W
Tennessee	Bristol	239-004-000	BRSTTNXA21W
	Johnson City	239-002-000	JHCYTNXC21W
Minnesota	Osseo	239-151-000	OSSEMNXO21 W
	Chaska	239-152-000	CHSKMNXC21 W
Missouri	Warrensburg	239-162-000	WRBGMOXA21 W
	Jefferson City	239-161-000	JFCYMOXA21 W
New Jersey	Clinton	239-203-000	CLTNNJXJ77W
	Newton	239-202-000	NWTNNJXU77 W
Nevada	Las Vegas	230-001-000	LSVGNVXB00W
	Las Vegas	230-002-000	LSVGNVXG00 W
North Carolina	Rocky Mount	239-200-000	RCMTNCA01 W
	Fayetteville	239-201-000	FYVLNCA01W
Ohio	Mansfield	239-204-000	MNFDOHXA24 W
	Lima	239-205-000	LIMAOHXA25W
Pennsylvania	Chambersburg	239-207-000	CHBGPAXC77 W
	Carlisle	239-206-000	CRLSPAXC77W
Texas	Athens	239-141-000	ATHNTXXA21W

**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

Sprint – Missouri - Loops

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	DS0 2 Wire Digital Data Loop or Interconnecti on ADSL/ISDN-BRI	DS0 4 Wire Digital Data 56 or 64 kbps	DS1 4 Wire Digital Data DS1/T1/ISDN -PRI Loop or Interconnec tion	DS3 Digital Data Loop or Interconnec tion
Jefferson City	JFCYMOXAH	BAND 1	\$ 21.83	\$ 37.10	\$ 23.99	\$ 39.26	\$ 90.49	\$1,450.03
Ferrelview	FLVWMOXAH	BAND 2	\$ 24.53	\$ 41.70	\$ 26.69	\$ 43.86	\$ 99.27	\$1,450.03
Warrensburg	WRBGMOXAH	BAND 2	\$ 24.53	\$ 41.70	\$ 26.69	\$ 43.86	\$ 99.27	\$1,450.03
Harrisonville	HNVLMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18	\$1,450.03
Lexington	LXTNMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18	\$1,450.03
Maryville	MAVLMOXAH	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18	\$1,450.03
Newburg	NWBGMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18	\$1,450.03
Pickering	PCNGMOXAS	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18	\$1,450.03
Platte City	PLCYMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18	\$1,450.03
Rolla	ROLLMOXAH	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18	\$1,450.03
Windsor	WNDSMOXAR	BAND 3	\$ 32.71	\$ 55.62	\$ 34.87	\$ 57.78	\$ 115.18	\$1,450.03
Butler	BTLRMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27	\$1,450.03
California	CLFRMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27	\$1,450.03
Clinton	CLTNMOXAH	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27	\$1,450.03
Deepwater	DPWRMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27	\$1,450.03
Pleasant Hill	PLHLMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27	\$1,450.03
Sweet Springs	SWSPMOXAR	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27	\$1,450.03
Tipton	TPTNMOXAS	BAND 4	\$ 41.06	\$ 69.81	\$ 43.22	\$ 71.97	\$ 131.27	\$1,450.03
Buckner	BCKNMOXAR	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86	\$1,450.03
Ft. Leonard Wood	FTLWMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86	\$1,450.03
Holts Summit	HLSMMOXAR	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86	\$1,450.03
Kearney	KRNYMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86	\$1,450.03
Lake Latowana	LKLTMOXAR	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86	\$1,450.03
Lebanon	LBNNMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86	\$1,450.03
Oak Grove	OKGVMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86	\$1,450.03
Odessa	ODSSMOXAR	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86	\$1,450.03
Salem	SALMMOXAS	BAND 5	\$ 50.69	\$ 86.17	\$ 52.85	\$ 88.33	\$ 149.86	\$1,450.03
Appleton City	APCYMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Blackburn	BLBNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Blairstown	BLTWMOXA	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Brazito	BRZTMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Chilhowee	CHLHMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Clarksburg	CLBGMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Cole Camp	CLCMMOXXS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Calhoun	CLHNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Camden Point	CMPNMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Centertown	CNTWMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Centerview	CNVWMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Coal	COALMOXAS	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03
Craig	CRAGMOXAR	BAND 6	\$ 73.30	\$ 124.61	\$ 75.46	\$ 126.77	\$ 199.95	\$1,450.03

Dearborn	DRBRMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Edgerton	EGTNMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Eugene	EUGNMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Fairfax	FRFXMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Green Ridge	GNRGMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Holden	HLDNMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Henrietta	HNRTMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Holt	HOLTMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Houstonia	HOSTMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Hopkins	HPKNMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Hardin	HRDNMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Ionia	IONIMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
King City	KGCYMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Kingsville	KGVLMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Leeton	LETNMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Lincoln	LNCLMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Lone Jack	LNJCMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Mound City	MDCYMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Malta Bend	MLBNMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Missouri City	MSCYMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Montrose	MTRSMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
New Bloomfield	NBFDMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Norborne	NRBRMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Otterville	OEVLMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Orrick	ORCKMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Richland	RCLDMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Russellville	RLVLMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Smithton	SHTNMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Strasburg	STBGMOXXR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
St. Roberts	STRBMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
St. Thomas	STTMMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Syracuse	SYRCMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Taos	TAOSMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Tarkio	TARKMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Urich	URCHMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Wellington	WGTMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Warsaw	WRSWMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Weston	WSTNMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Waverly	WVRLMOXAS	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03
Waynesville	WYVLMOXAR	BAND 6	\$	73.30	\$	124.61	\$	75.46	\$	126.77	\$	199.95	\$1,450.03

PART D - LOCAL RESALE

40. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

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

41. GENERAL TERMS AND CONDITIONS

- 41.1. Pricing. The prices charged to CLEC for Local Resale are set forth in Part C of this Agreement.

41.1.1. CENTREX Requirements

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

- 41.1.1.6. CLEC may resell call forwarding in conjunction with CENTREX Service.
- 41.1.1.7. CLEC may purchase any CENTREX Service for resale subject to the requirements of Sprint's tariff.
- 41.1.1.8. Sprint shall make available to CLEC for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to CLEC for resale.
- 41.1.1.9. CLEC may resell Automatic Route Selection ("ARS"). CLEC may aggregate multiple CLEC subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.

41.1.2. Voluntary Federal and State Subscriber Financial Assistance Programs

- 41.1.2.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement. However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from CLEC and CLEC serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to CLEC in accordance with the procedures set forth herein.

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

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

- 41.1.5. COCOT lines will not be resold at wholesale prices under this Agreement.

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

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

41.1.8. LIDB Administration

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

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

PART E - NETWORK ELEMENTS

42. GENERAL

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

43. UNBUNDLED NETWORK ELEMENTS

- 43.1. 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:
- 43.1.1. Network Interface Device ("NID")
 - 43.1.2. Local Loop
 - 43.1.3. Sub Loop
 - 43.1.4. 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.)
 - 43.1.4.1. Local Switching
 - 43.1.4.2. Tandem Switching

43.1.5. Interoffice Transport Facilities

43.1.5.1. Common

43.1.5.2. Dedicated

43.1.5.3. Dark Fiber

43.1.6. Signaling Networks & Call Related Databases

43.1.7. Operations Support Systems

- 43.2. CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party.
- 43.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, 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.

44. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING

- 44.1. Each Party shall promptly consider and analyze access to categories of UNE not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The UNE Bona Fide Request process set forth herein does not apply to these services requested pursuant to FCC Rule § 51.319, as amended.
- 44.2. A UNE Bona Fide Request shall be submitted in writing on the Sprint LTD Standard BFR Form and shall include a technical description of each requested UNE.
- 44.3. 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.
- 44.4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the UNE Bona Fide Request.
- 44.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the UNE or will provide a detailed explanation that access to the UNE does not qualify as a UNE that is required to be provided under the Act.

- 44.6. 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.
- 44.7. The receiving Party shall promptly proceed with the UNE Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 44.8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a UNE Bona Fide Request Quote which will include, at a minimum, a description of each UNE, the availability, the applicable rates and the installation intervals.
- 44.9. Within thirty (30) days of its receipt of the UNE Bona Fide Request Quote, the requesting Party must either confirm, in writing, its order for the UNE Bona Fide Request pursuant to the UNE Bona Fide Request Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Section 23 of this Agreement.
- 44.10. If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Section 23 of this Agreement.

45. NETWORK INTERFACE DEVICE

- 45.1. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 45.2. 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.
- 45.3. CLEC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, CLEC may request them pursuant to process detailed in Article 43 herein.

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

46. LOOP

- 46.1. The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as DSLAMS) owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises. Terms and conditions for the provision of dark fiber are set forth in Section 54 of this Agreement. The demarcation point is that point on the loop where the telephone company's control of the facility ceases, and the End User Customer's control of the facility begins. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops.
- 46.2. 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 Attachment I. Conditioning charges apply to all loops irrespective of the length of the loop.
- 46.3. 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.
 - 46.3.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").
 - 46.3.2. 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 5 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.

46.3.3. Sprint will charge CLEC at the rates set out on Attachment 1, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network.

46.4. Voice Grade Loop Capabilities

46.4.1. 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.

46.4.2. 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.

46.4.3. 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.

46.5. Non-Voice Grade Loops

46.5.1. 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.

46.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Section 23 of this Agreement.

- 46.5.3. 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.
- 46.5.4. 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.
- 46.5.5. CLEC will submit a BFR for non-voice grade loops that are not currently price listed.
- 46.5.6. 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.
- 46.5.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
 - 46.5.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 46.5.7.2. 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.
 - 46.5.7.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
 - 46.5.7.4. As an alternative to § 46.5.7.1 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.
- 46.6. Non-Standard Non-Voice Grade Loops
 - 46.6.1. If CLEC requests a xDSL loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Non-Voice Grade Loop. Additional non-recurring charges for conditioning will apply. Non-

Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 46.5 are applicable.

46.7. Adherence to National Industry Standards

- 46.7.1. 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.
- 46.7.2. 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:
 - 46.7.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 46.7.2.2. Is approved by an industry standards body, the FCC, or any state commission or;
 - 46.7.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 46.7.2.3, 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.
- 46.7.3. 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.

- 46.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to § 46.7.2, the degraded service shall not prevail against the newly deployed technology.
 - 46.7.5. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
 - 46.7.6. 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.
- 46.8. Information to be Provided for Deployment of Advanced Services.
- 46.8.1. In connection with the provision of advanced services, Sprint shall provide to CLEC:
 - 46.8.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
 - 46.8.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
 - 46.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
 - 46.8.2. 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:
 - 46.8.2.1. 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;
 - 46.8.2.2. 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);
 - 46.8.2.3. 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.

- 46.8.3. 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.
- 46.9. 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.
 - 46.9.1. Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.
 - 46.9.2. 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.
 - 46.9.3. CLEC must specify on the order form whether each loop should be tagged and labeled.
- 46.10. The rates for loop tag and label and related services are set forth on Attachment A, which is incorporated into and made a part of this agreement.

47. SUBLOOPS

- 47.1. 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.
- 47.2. 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.
- 47.3. Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the BFR process as set forth in Section 44 of this Agreement. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.
- 47.4. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint

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

- 47.5. 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.

47.5.1. 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).

47.5.1.1. Intrabuilding cable means the cable running vertically and horizontally within a building.

47.5.1.2. Intrabuilding cable includes riser cable and plenum cable.

47.5.2. Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

- 47.6. 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).

48. LOCAL SWITCHING

- 48.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), CLEC presubscription (e.g., long distance Carrier, intraLATA toll),

Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Since Sprint will offer EELs, Sprint is not required to provide local switching under this Article 48 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

48.2. 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.

48.3. Technical Requirements

48.3.1. 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.

48.3.2. 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.

48.3.3. 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.

48.3.4. 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.

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

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

48.4.2. Coin phone signaling;

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

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

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

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

- 48.5. Sprint shall provide access to interfaces, including but not limited to:
- 48.5.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by CLEC;
 - 48.5.2. Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 48.5.3. 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.

49. TANDEM SWITCHING

- 49.1. 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, IXCs and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.
- 49.2. Technical Requirements
- 49.2.1. The requirements for Tandem Switching include, but are not limited to, the following:
 - 49.2.1.1. 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, subject to 60.4.2.
 - 49.2.1.2. Interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers which are connected to that tandem.
 - 49.2.1.3. 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.
 - 49.2.2. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 49.2.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by CLEC.
 - 49.2.4. 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).

49.2.5. 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.

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

49.3. Interface Requirements

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

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

50. PACKET SWITCHING

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

50.1.1. 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);

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

50.1.3. 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

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

51. TRANSPORT

51.1. 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