
2. TERMS AND CONDITIONS

1. Definitions

See Definitions for Business Communications Services which is incorporated into this Schedule by this reference, and may be found in the index for Sprint Schedules at <http://www.sprint.com/business/support/ratesTandCschedules.jsp>.

2. Undertaking of the Carrier

SPRINT COMMUNICATIONS COMPANY L.P. is a specialized communications common carrier providing intercity communications channels of various bandwidths and data speeds designed to provide for transmission of voice, data, video and other dedicated service. Facilities are offered to meet the particular transmission needs of the subscriber. The Carrier stands ready to provide technical assistance to the subscriber to the extent of properly matching the subscriber's equipment with that of the Carrier, in order to help him meet his requirements for specialized communications service.

The facilities of the Carrier will be available as soon as practicable from receipt of an order for channels between any and all points on the Carrier's system, as licensed by the Federal Communications Commission. Interconnection of the Carrier's facilities with the facilities of other communications common carriers, with private systems, and with International Record Carriers ("IRC") will be permitted.

The obligation of the Carrier to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the subscriber's order for service. The Carrier will make all reasonable efforts to secure the necessary facilities and will amend its schedule accordingly, providing such new service will not adversely affect the Carrier's present services. For Carrier-provided access, Carrier will provide the connection between the Carrier's point of presence and the Demarcation Point (as defined below). Subscriber is responsible for the connection (i.e. cable or wire) between the Demarcation Point and Subscriber's premise.

Sprint is not responsible for the quality of access obtained from the local access carrier on behalf of the Subscriber. However, Sprint does have standard Service Level Agreements that the local access carrier must adhere to for all access Sprint obtains on behalf of the Subscriber, and Sprint will act as the Subscriber's advocate for troubleshooting issues with the local access carrier's network for services obtained on behalf of the Subscriber. Additionally, Subscriber is responsible for the following:

1. Subscriber will maintain adequate space and Supporting Structure (defined as consisting of, but not limited to, pipes, conduits, poles, trenches, backboards, plenum spaces, etc. as required for the physical placement, protection and support of local access facilities). Supporting Structures are furnished, installed and maintained at Subscriber's expense for use by the local access provider in terminating access facilities for all cable or wire facilities placed into, or within private property.

2. TERMS AND CONDITIONS

2. Undertaking of the Carrier (Continued)

2. Subscriber will provide, maintain and manage the cable or wire beyond the Demarcation Point (defined as the point of interconnection between the local access provider's telecommunications facilities and the terminal equipment, protective apparatus or wiring at Subscriber's premise). The Demarcation Point is an established location agreed upon by the local access provider and Subscriber. It is Subscriber's responsibility to know where their facilities begin.
3. If Subscriber is not the premise owner, Subscriber will work with the premise owner (e.g. landlord) to ensure adequate facilities exist to provide local access connections.
4. Sprint may change local access service providers during the term of a customer's service.

3. Applicability of Standard Terms and Conditions

All terms and conditions in the Standard Terms and Conditions for Sprint Communications Services found at <http://www.sprint.com/business/support/ratesWelcome.jsp> apply to the Services provided under this schedule. Additional product-specific terms and conditions set forth in this schedule apply.

4. Liability of Sprint

Where there is a connection via subscriber-provided terminal equipment or subscriber-provided communications systems, the point of demarcation shall be defined as the Sprint facility which provides interconnection. Sprint shall not be held liable for subscriber-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

2. TERMS AND CONDITIONS (Continued)

5. Application for Service

Sprint may also require a signed authorization from a subscriber for additions to or changes in the existing service of such subscriber.

An application for service cancelled by the subscriber or Sprint prior to the establishment of the service applied for is subject to the provisions of this section.

1. Cancellation of Application for Service

Where the subscriber or applicant cancels an application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the estimated cost incurred by the carrier shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any, except for cases involving special construction. See Service Components and Rates, 3.1.6 for applicable charges.

2. Change of an Application for Service

An Application for Service may be changed by Subscriber upon written notice to Sprint, subject to acceptance and confirmation by Sprint, provided that a charge shall apply to any change when the request is received by Sprint after notification by Sprint of the acceptance and confirmation.

Such charge shall be the sum of the charges and costs for the Sprint service incurred by Sprint in accommodating each change including the direct and indirect costs of facilities specifically provided or used; the costs of installation (including design preparation, engineering, supply expense, labor and supervision, general and administrative) and any other costs resulting from the preparation, installation and removal effort.

6. Payment of Charges

1. Monthly Recurring Charges Billing

Billing for all monthly recurring charges will commence beginning the day of installation and turn over of circuit for the customer's use. Monthly charges for all access service components are billed in advance of service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A subscriber's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

2. Payment of Charges

See Additional Business Charges, Fees, Surcharges, and Taxes which is incorporated into this Schedule by this reference, and may be found in the index for Sprint Schedules at <http://www.sprint.com/business/support/ratesTandCschedules.jsp>.

2. TERMS AND CONDITIONS (Continued)

7. Interruption of Service

It shall be the obligation of the subscriber to notify the Carrier of any interruption in service. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by action or omission of the subscriber, not within his control, or is not in wiring or equipment connected to the terminal of the Carrier.

8. Minimum Service Period

Local access facilities are offered with a minimum commitment period of 3 months. Alternative access facilities or local telephone company special construction require minimum commitment periods and are to be defined via contractual agreement.

9. Telecommunications Service Priority (TSP) Provisioning and Restoration

Sprint will arrange access service for provisioning and/or restoration priority on receipt of certification in conformance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations. Rates, as set forth in Section 3.1.2.6 apply.

When an order for a TSP provisioning priority is received, a non-recurring charge per local channel will apply, as specified in Section 3.1.2.6.1.

When an order for a TSP restoration priority is received, monthly recurring and non-recurring charges per local channel will apply, as specified in Section 3.1.2.6.1.

If a restoration is discontinued, no charge will apply.

10. Alternative Access Facilities

Sprint will undertake to provide Alternative Access Facilities as requested and ordered by the subscriber when such facilities are available and approved by the Carrier. At the discretion of the Carrier, such alternative access facility arrangements also may be utilized in lieu of LEC facilities. Access provided via alternative access facilities will be charged according to the rates and charges set forth in this schedule unless special service arrangements are involved as described in Section 2.13.

11. Expedite Service Charge

At the request of the subscriber, Sprint will coordinate expedite of circuit delivery from the access provider for any access facilities ordered and maintained by Sprint. In such instances, an expedite service charge will be assessed on an individual case basis.

2. TERMS AND CONDITIONS (Continued)

12. Access Term Plan

Sprint customers may subscribe to an Access Term Plan ("ATP") which qualifies the customer to receive discounts which apply against the monthly recurring T1 access charges contained in this schedule. As rates are revised in this schedule, discounts will be applied against the revised rates. Discounts apply exclusively to access loop charges provided by Sprint, and do not apply to other charges, such as Installation, Entrance Facilities, Access Coordination or Central Office Connection charges. A table of the appropriate discount options may be found in Section 3.1.2.8 of this schedule.

Access Term Plans are applied on an individual T1 circuit basis, and are not transferable from one circuit to another, or from one customer to another. Customers who terminate their ATP prior to the end of the commitment term will be assessed an early termination charge.

Upon expiration of an ATP, a circuit will be automatically re-enrolled through an ATP with the same term commitment as the original plan unless the customer notifies Sprint, in writing, that it wishes not to be re-enrolled, or to be enrolled in an ATP of a different term than the original plan. Such written notice must be received by Sprint no less than forty-five days prior to the original plan's expiration date.

1. Early Termination with Liability

Customers who terminate their ATP prior to the end of the commitment term will be assessed an early termination charge equal to the lesser of the following:

1. The number of months remaining in the commitment term multiplied by 50% of the undiscounted rate at the time of termination; or
2. One month's undiscounted rate at the time of termination for a one-year ATP; two months' undiscounted rate at the time of termination for a two-year ATP; six months' undiscounted rate at the time of termination for a three-year ATP; eight months' undiscounted rate at the time of termination for a four-year ATP; and ten months' undiscounted rate at the time of termination for a five-year ATP.

2. Early Termination Without Liability

Early termination charges will not be assessed under the following conditions:

1. The customer replaces an ATP for a given circuit with an ATP expiring on or after the original ATP for the same circuit;

Text on this page has been in effect since initial Internet upload of 8/1/01.

Issued: January 2, 2004

Effective: January 2, 2004

2. TERMS AND CONDITIONS (Continued)

12. Access Term Plan

2. Early Termination Without Liability

2. The customer requests that a circuit be moved to a new location within the same LATA, with the new circuit enrolled in an ATP which expires on or after the ATP of the circuit moved, and there is no discontinuance of service between the circuit being disconnected and the new circuit being installed; or,

(3) The customer upgrades its service to T3 access or multiple T1 circuits from the same customer location, with installation coordinated to ensure no lapse in service.

3. Expiration of Term

Upon expiration of an ATP, a circuit will be automatically re-enrolled through an ATP with the same term commitment as the original plan unless the customer notifies Sprint, in writing, that it wishes not to be re-enrolled, or to be enrolled in an ATP of a different term than the original plan. Such written notice must be received by Sprint no less than forty-five days prior to the original plan's expiration date.

13. Special Service Arrangements

The rates and charges set forth in this schedule provide for furnishing service by means of facilities selected by the Carrier. Special service arrangements are involved where one or more of the following conditions are present:

1. At the request of the subscriber, the Carrier provides service by means of facilities of a type other than that which the Carrier would otherwise utilize in order to provide service to the subscriber. This type of special service arrangement might involve subscriber-specified routing or expedited construction.
2. At the request of the subscriber, the Carrier provides technical assistance of a design or consulting nature, beyond that of just properly matching subscriber's equipment with that of the Carrier's facilities. Charges for these arrangements will be addressed on an individual case basis.

14. Out-of-Hours Work Charge

This charge is to cover the additional costs incurred by the Carrier when performing standard schedule services outside of normal work hours. This charge applies to each hour expended rounded to the nearest half hour. It applies in addition to the standard schedule charges for the work requested.

Text on this page has been in effect since initial Internet upload of 8/1/01.

Issued: January 2, 2004

Effective: January 2, 2004

2. TERMS AND CONDITIONS (Continued)

15. Call Charges

For the services set forth in this schedule, if the computed charge of a call includes a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.244 is rounded up to \$1.25).

16. Technical Obligations

See Technical Obligations of the Business Subscriber which is incorporated into this Schedule by this reference, and may be found in the index for Sprint Schedules at <http://www.sprint.com/business/support/ratesTandCschedules.jsp>.

17. Custom Network Service Arrangements, Custom Service Agreements, Master Services Agreements, and Other Specially Priced Sprint Agreements Terms and Conditions

For Sprint customers who have Custom Network Service Arrangements, Custom Service Agreements, Master Services Agreements, or other specially priced Sprint agreements that include Scheduled Services, the Definitions and Terms and Conditions in Schedule No. 12 are incorporated into this Schedule by this reference, and may be found in Front Matter, Schedule No. 12 at <http://www.sprint.com/business/support/ratesTandCschedules.jsp>.