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August 12, 2005

Ms. Crystal Jackson
Commission Secretary
Public Utilities Commission of Nevada
1150 East William Street
Carson City, Nevada 89701-3109

Re: In re Joint Petition of Central Telephone Company – Nevada
d/b/a Sprint of Nevada and US in Touch, Inc. for approval of the
Master Interconnection, Collocation and Resale Agreement for the
State of Nevada pursuant to Section 252 of the Telecommunications
Act of 1996.

Dear Ms. Jackson:

Enclosed for filing are an original and three copies of the Petition for Approval of the Master Interconnection, Collocation and Resale Agreement for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996 between Central Telephone Company – Nevada d/b/a Sprint of Nevada (“Sprint”) and US in Touch, Inc. Sprint and US in Touch, Inc. submit the Agreement for the Commission’s approval pursuant to Section 252(e) of the Telecommunications Act of 1996. Also enclosed is a check in the amount of \$200 to cover the filing fee. Please return one file-stamped copies for our file.

If you have any questions, please call me at the number above. Thank you for your assistance.

Very truly yours,

A handwritten signature in cursive script that reads "Ann C. Pongracz".

Ann C. Pongracz
General Counsel

ACP:dc

Enclosures

Cc: Mr. John Busch

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In re Joint Petition of Central Telephone Company – Nevada)
d/b/a Sprint of Nevada and US in Touch, Inc. for approval of the)
Master Interconnection, Collocation and Resale Agreement for the)
State of Nevada pursuant to Section 252 of the Telecommunications)
Act of 1996.) Docket No. 05-
_____)

**PETITION FOR APPROVAL OF MASTER INTERCONNECTION, COLLOCATION
AND RESALE AGREEMENT FOR THE STATE OF NEVADA UNDER SECTIONS 251
AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

Central Telephone Company – Nevada d/b/a Sprint of Nevada (“Sprint”) and US in Touch, Inc. (collectively referred to as the “Parties”), hereby petition the Public Utilities Commission (“PUC” or “Commission”) for approval of the Master Interconnection, Collocation and Resale Agreement for the State of Nevada, attached hereto as Attachment A (the “Agreement”).

The Parties submit the Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the “Act”). The Parties request that the Commission approve the Agreement in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Agreement set forth in Section 252 (e)(2)(A)(i) and Section 252 (e)(2)(A)(ii) of the Act are not applicable to the Agreement. With respect to Section 252(e) (2) of the Act, the Parties assert that the Agreement does not discriminate against any telecommunications carrier not a party to the Agreement. The implementation of the Agreement is consistent with the public interest, convenience, and necessity. The Agreement does not violate any requirement of the Commission.

The Parties respectfully request that the Commission expeditiously approve the Agreement consistent with the intent of the Act.

Dated this 12th day of August, 2005

CENTRAL TELEPHONE COMPANY – NEVADA
D/B/A SPRINT OF NEVADA

Mr. John Busch
US in Touch, Inc.
1840 E. Calvada Blvd. #6
Pahrump, NV 89048

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Las Vegas, Nevada 89107



**MASTER INTERCONNECTION AGREEMENT
FOR THE STATE OF NEVADA**

May 26, 2005

US in Touch, Inc.

and

Nevada Division of Central Telephone Company d/b/a Sprint of Nevada

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), dated this 26th day of May, 2005, is entered into by and between US in Touch, Inc. ("CLEC"), a Nevada corporation, and Nevada Division of Central Telephone Company d/b/a Sprint of Nevada ("Sprint"), a Delaware 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 these services; and

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

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

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

PART A - DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Section shall have the meanings as set forth in this Agreement. Other terms used but not defined 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”) means a feature that provides 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. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.13. "Carrier Access Billing System" ("CABS") is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.14. "Central Office Switches" - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.14.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.14.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.14.3. "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.
- 1.15. "Commission" means the Nevada Public Utilities Commission.
- 1.16. "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.
- 1.17. "Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
- 1.18. "Confidential and/or Proprietary Information" has the meaning set forth in Section 14 of Part A - General Terms and Conditions.
- 1.19. "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.
- 1.20. "Customer Proprietary Network Information" ("CPNI") is as defined in the Act.
- 1.21. "Database Management System" ("DBMS") is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.22. "Day" means calendar days unless otherwise specified.

- 1.23. “Demarcation Point” is that point on the loop where Sprint’s control of the facility ceases, and the End User Customer’s control of the facility begins.
- 1.24. “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.
- 1.25. “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.
- 1.26. “Directory Assistance Services” provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller’s direction.
- 1.27. “DSLAM” refers to a Digital Subscriber Line Access Multiplexer.
- 1.28. “Duct” is a single enclosed path to house facilities to provide Telecommunications Services.
- 1.29. “Effective Date” is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.30. “Electronic Interface” means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.31. “Emergency Response Agency” is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.32. “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.
- 1.33. “Exchange Message Interface System” (“EMI”) 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).
- 1.34. “End Date” is the date this Agreement terminates as referenced in 5.1.
- 1.35. “FCC” means the Federal Communications Commission.
- 1.36. “Fiber-based Collocator” means any carrier, unaffiliated with Sprint, that maintains a collocation arrangement in Sprint’s wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves Sprint’s Wire Center premises; and (3) is owned by a party other than Sprint or any affiliate of Sprint, except as set forth in this definition. Dark fiber obtained from Sprint on an indefeasible right of use basis shall be treated as non-Sprint fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire

Center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in the Act.

- 1.37. “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.
- 1.38. “Incumbent Local Exchange Carrier” (“ILEC”) is as defined in the Act.
- 1.39. “Interexchange Carrier” (“IXC”) means a provider of interexchange Telecommunications Services.
- 1.40. “Indirect Traffic” means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.41. “ISP-Bound Traffic,” for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) consistent with the ISP Remand Order.
- 1.42. “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.
- 1.43. “Local Loop” refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the demarcation point (e.g. Network Interface Device) at a customer’s premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, DS1 loops, DS3 loops, FTTC Loops and FTTH Loops.
- 1.44. “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.
- 1.45. “Local Traffic” for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within Sprint’s local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 1.46. “Mobile Wireless Service” means any mobile wireless telecommunications service, including any commercial mobile radio service.

- 1.47. “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.
- 1.48. “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 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.
- 1.49. “Network Element” is as defined in the Act.
- 1.50. “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.
- 1.51. “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.
- 1.52. “NXX,” “NXX Code,” “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.
- 1.53. “OBF” means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.54. “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.

- 1.55. "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.
- 1.56. "Parties" means, jointly, Sprint and CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.57. "Party" means either Sprint or CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.58. "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.
- 1.59. "Point of Interconnection" ("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.
- 1.60. "Premises" is as defined in 47 C.F.R. 51.5.
- 1.61. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.62. "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.
- 1.63. "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.

- 1.64. “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.
- 1.65. “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.
- 1.66. “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.
- 1.67. “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.
- 1.68. “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.
- 1.69. “Switch” means a Central Office Switch as defined in this Part A.
- 1.70. “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).
- 1.71. “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.
- 1.72. “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.

- 1.73. “Technically Feasible” refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.74. “Telecommunications” is as defined in the Act.
- 1.75. “Telecommunications Carrier” is as defined in the Act.
- 1.76. “Telecommunications Service” is as defined in the Act.
- 1.77. “Transit Service” means the delivery of Transit Traffic.
- 1.78. “Transit Traffic” means Local Traffic or ISP-Bound Traffic that originated on one Party’s network, transited through the other Party’s network, and terminated to a third party Telecommunications Carrier’s network or that is originated on a third party Telecommunications Carrier’s network, transited through a Party’s network, and terminated to the other Party’s network.
- 1.79. “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.
- 1.80. “Wire center” is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.
- 1.81. “xDSL” refers to a generic term for a series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

2.1. This Agreement, including Parts A through K, Tables One and Two and exhibits, 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 in this Agreement 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.

3. NETWORK CHANGES

3.1. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Sprint may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. Sprint agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

4. REGULATORY APPROVALS

4.1. 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.

4.2. 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 orders, 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 within sixty (60) days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 4.3. Notwithstanding any other provision of this Agreement to the contrary Section 4.2 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 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. Sprint may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.
- 4.4. In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Sprint determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then Sprint may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days' written notice to CLEC. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering and Sprint will not provide new Discontinued Arrangements.

5. TERM AND TERMINATION

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until May 25, 2007("End Date"), unless earlier terminated in accordance with this Section 5, 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. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before CLEC has established a customer account with Sprint and has completed the Implementation Plan described in this Agreement.
- 5.2. 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 if 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. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.

- 5.3. Sprint may terminate this Agreement upon ten (10) Days notice if CLEC is not exchanging traffic with Sprint or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Sprint may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.
- 5.4. 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 in this Agreement to survive termination.
- 5.5. 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.

6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

- 6.1. No later than one-hundred sixty (160) Days prior to the End Date, CLEC will provide Sprint notice to commence negotiations pursuant to Sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 6.2. In the event that this Agreement expires under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, 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 the events under Sections 5.2, 5.3, 5.4 and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, 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 or mediation request.

- 6.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 6.2 does not apply, Sprint will continue to provide services pursuant to one of the following:
 - 6.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or
 - 6.3.2. An existing agreement between Sprint and another carrier adopted by CLEC for the remaining term of that agreement. If CLEC fails to designate an agreement under this subsection, then Sprint may designate such agreement.

7. CHARGES AND PAYMENT

- 7.1. In consideration of the services provided by Sprint under this Agreement, CLEC shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part K.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) Days from the Bill Date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under Section 7.4. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
 - 7.2.1. If an invoice is not paid within sixty (60) Days after the bill date, Sprint will suspend processing new orders and cancel any pending orders.
 - 7.2.2. If the account remains delinquent ninety (90) Days after the bill date, Sprint will terminate all services under this Agreement.
- 7.3. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be submitted on the dispute form to the National Dispute Center, or appropriate equivalent center no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice.
- 7.4. Sprint will assess late payment charges to CLEC until the amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of
 - 7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the

date the customer actually makes the payment to Sprint, or

7.4.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date CLEC actually makes the payment to Sprint.

7.5. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with Section 35.

8. AUDITS AND EXAMINATIONS

8.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

8.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit 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).

8.3. 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 Section 8.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense,

Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.

- 8.4. 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 the 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 Section 7.4 above.
- 8.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.
- 8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 9.2. CLEC acknowledges that its right under this Agreement for Local Interconnection with Sprint's network and to unbundled and/or combine Sprint's Network Elements may be subject to or limited by intellectual property rights and contract rights of third parties. Sprint agrees to use its best efforts to obtain for CLEC, third party intellectual property rights, under commercially reasonable terms, to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as Sprint.
- 9.3. Sprint shall have no obligations to attempt to obtain for CLEC any third party intellectual property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by Sprint.
- 9.4. To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains intellectual property licenses, Sprint shall reveal to CLEC the name of the vendor, the intellectual property rights licensed to Sprint under the vendor contract and the terms of the contract (excluding cost terms). Sprint shall, at CLEC's request, contact the vendor to attempt to obtain

permission to reveal additional contract details to CLEC.

- 9.5. All costs associated with the extension of third party intellectual property rights to CLEC pursuant to Section 9.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled network element to which the intellectual property rights relate and apportioned to all requesting CLEC using that unbundled network element including Sprint.
- 9.6. Sprint hereby conveys no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning CLEC's rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's use of other functions, facilities, products or services furnished under this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the third party intellectual property rights Sprint agrees in Section 9.2 to use its best efforts to obtain.

10. LIMITATION OF LIABILITY

- 10.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort except that the foregoing shall not limit a Party's obligation under Section 11 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.

11. INDEMNIFICATION

- 11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 11.2. CLEC shall indemnify and hold harmless Sprint from all claims by CLEC's subscribers.
- 11.3. Sprint shall indemnify and hold harmless CLEC from all claims by Sprint's subscribers.
- 11.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for

any such loss, injury, liability, claim or demand.

- 11.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 11.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 11.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 11.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for
 - 11.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and
 - 11.8.2. Consequential Damages (as defined in Section 10 above).

12. BRANDING

- 12.1. CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which Sprint may directly communicate with CLEC subscribers. In those instances where CLEC requests that Sprint personnel interface with CLEC subscribers, such Sprint personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.
- 12.2. Other business materials furnished by Sprint to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.
- 12.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.

- 12.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with CLEC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 12.5. This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

13. REMEDIES

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

14. CONFIDENTIALITY AND PUBLICITY

- 14.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 14.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall
 - 14.2.1. use it only for the purpose of performing under this Agreement,
 - 14.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
 - 14.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 14.3. Recipient shall have no obligation to safeguard Confidential Information

- 14.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 14.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 14.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 14.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 14.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.
 - 14.5. Each Party agrees that in the event of a breach of this Section 14 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
 - 14.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section 14.6 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
 - 14.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
 - 14.8. Except as otherwise expressly provided in this Section 14, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

15. DISCLAIMER OF WARRANTIES

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

16. ASSIGNMENT AND SUBCONTRACT

16.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed CLEC or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

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

17. GOVERNING LAW

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

18. RELATIONSHIP OF PARTIES

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

19. NO THIRD PARTY BENEFICIARIES

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

20. NOTICES

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

If to Sprint:	Director Local Carrier Markets Sprint 6450 Sprint Parkway KSOPHN0116-1B671 Overland Park, KS 66251 Legal Dept. Sprint 6450 Sprint Pkwy KSOPHN0212 Overland Park, KS 66251	If to CLEC:	US in Touch Attn: John Busch 1840 E Calvada Blvd #6 Pahrump, NV 89048
With a copy to:		With a copy to:	N/A

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

21. WAIVERS

21.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

21.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

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

22. SURVIVAL

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

23. FORCE MAJEURE

- 23.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 23 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 4.4 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

24. DISPUTE RESOLUTION

- 24.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties cannot resolve may be submitted to the Commission for resolution. If the Parties are unable to resolve the dispute, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) Days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.
- 24.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days of the event giving rise to the dispute, give

written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

- 24.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 24.4. After such period either Party may file a complaint with the FCC or the Commission.

25. COOPERATION ON FRAUD

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

26. TAXES

- 26.1. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 26.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

- 26.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 26.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 26.3. Taxes and Fees Imposed on Purchasing Party but Collected And Remitted By Providing Party.
- 26.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 26.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 26.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 26.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 26.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

- 26.3.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 26.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 26.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 26.4.1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 26.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 26.4.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 26.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 26.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party

shall pay such additional amount, including any interest and penalties thereon.

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

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

26.5. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

27. AMENDMENTS AND MODIFICATIONS

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

28. SEVERABILITY

28.1. Subject to Section 4.2, if any part of this Agreement is held to be invalid, void or unenforceable for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

29. HEADINGS NOT CONTROLLING

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

30. ENTIRE AGREEMENT

30.1. This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein,

subject only to the terms of any applicable tariff on file with the state Commission or the FCC, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

31. SUCCESSORS AND ASSIGNS

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

32. IMPLEMENTATION PLAN

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

32.2. Dispute Resolution. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part B Section 24.

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. To the extent Sprint has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs such contract will govern Telecommunications Services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, Sprint will provide CLEC with information regarding the provision of service on the Federal Enclave.

PART C - GENERAL PRINCIPLES

34. PRICE SCHEDULE

- 34.1. All prices under this agreement are set forth in the attachments designated Table One of this Agreement are hereby incorporated into, and made a part of, this Agreement.
- 34.2. Subject to the provisions of Part B, Section 4 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

35. SECURITY DEPOSIT

- 35.1. 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 thirty (30) Days after the bill date.
- 35.2. The security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Sprint.
- 35.3. If a security deposit is required in accordance with section 35.1 on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 35.4. The 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.
- 35.5. 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 is it a waiver or modification of the regular practices of Sprint for the discontinuance of service for non-payment of any sums due Sprint.
- 35.6. Sprint may 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. If payment of the additional security deposit amount is not made within 30 days of the request, Sprint may stop processing orders for service and CLEC will be considered in breach of the Agreement.
- 35.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC. 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:

- 35.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) Days past due; or
 - 35.7.2. when CLEC files for protection under the bankruptcy laws; or
 - 35.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days;
 - 35.7.4. when this Agreement expires or terminates;
 - 35.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a “Letter of Credit Bank”) fails to meet the terms, conditions, and requirements set forth in this Section 39; or
 - 35.7.6. CLEC fails to provide Sprint with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to Sprint hereunder.
- 35.8. 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 credited to CLEC’s account when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.
- 35.9. Any letter of credit issued to Sprint hereunder must meet the following requirements:
- 35.9.1. The bank issuing any letter of credit hereunder (the “Letter of Credit Bank”) must maintain a minimum credit rating of A (by Standard & Poors) or A2 (by Moody’s). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poors or Moody’s, then CLEC must obtain the prior written approval of such bank by Sprint.
 - 35.9.2. The original letter of credit shall be in such form and on terms that are acceptable to Sprint and must include an automatic one-year extension.
 - 35.9.3. If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly notify Sprint of such notice of non-renewal. Not later than 10 business days prior to the expiration of the expiring letter of credit, CLEC shall provide Sprint a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to Sprint). If CLEC provides a replacement letter of credit not later than 10 business days prior to the expiration of the expiring letter of credit, then Sprint shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth

in this Agreement, Sprint will provide the original, expiring letter of credit to CLEC.

35.9.4. If CLEC desires to replace any letter of credit issued to Sprint hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section 36.

PART F - INTERCONNECTION

36. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

- 36.1. The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:
- 36.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.
- 36.1.1.1. The Parties agree to initially use two-way trunks (one-way directionalized). The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.
- 36.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.
- 36.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.
- 36.2. Points of Interconnection
- 36.2.1. Point of Interconnection. Unless interconnecting with Sprint on an indirect basis subject to Section 60, CLEC must establish a minimum of one POI within each LATA, at any technically feasible point, on Sprint's network. To the extent Sprint's network contains multiple tandems in the LATA, CLEC must interconnect at each tandem where it wishes to exchange (i.e. receive or terminate) traffic with Sprint.
- 36.2.1.1. CLEC must establish a direct end office trunk at a Sprint end office when total traffic volumes exchanged between that particular Sprint end office and CLEC exceeds a DS1 equivalent.
- 36.2.1.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. Sprint reserves the right to provide its own transport to CLEC's network for the delivery of Sprint originated traffic as provided for herein.

36.2.1.3. Each Party is financially responsible for transporting its originated traffic to the POI, subject to Section 56.6.

36.2.1.4. For construction of new facilities when the Parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the “controlling carrier” for purposes of MECOD guidelines, as described in the joint implementation plan. Sprint will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other party for any portion of those facilities.

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

36.3. Technical Requirements for Interconnection

36.3.1. Interconnection to a Sprint Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.

37. INTERCARRIER COMPENSATION

37.1. Compensation for Local Traffic Transport and Termination

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

37.1.1.1. In a meet point arrangement, when calls from CLEC are terminating on Sprint’s network through the Sprint Tandem Switch, CLEC will pay Sprint a charge for Tandem Switching, common transport to the end office, and end-office termination.

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

37.1.1.3. Charges billed to Sprint by CLEC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the CLEC for the same services. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination. Where CLEC is interconnected at a Sprint

tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination.

37.1.1.4. To validate the geographic area CLEC must provide documentation supporting the following:

37.1.1.4.1.1. that CLEC's switch serves a geographic area that is roughly the same size as the area served by the Sprint tandem switch;

37.1.1.4.1.2. that CLEC has obtained NPA/NXX codes to serve the exchanges within the geographic area; and,

37.1.1.4.1.3. that CLEC is serving the area using its own switch with its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.

37.1.1.5. Where direct end office trunks are established, for CLEC-originated calls, CLEC shall pay Sprint end-office termination. For Sprint originated traffic terminating to CLEC at that end office, compensation payable by Sprint shall be the same as that detailed in Section 37.1.1.3 above.

37.2. The rates to be charged for the exchange of Local Traffic and ISP-Bound Traffic are the rates established by the FCC as set forth in Table One and shall be applied consistent with the provisions of Part F of this Agreement.

37.2.1. Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order").

37.3. Compensation for Shared Interconnection Facility

37.3.1. The transmission facility that connects Sprint and CLEC network is defined as the "Interconnection Facility." The Interconnection Facility may be a shared facility used by both parties to originate and terminate traffic.

37.3.1.1. Notwithstanding any other provision to the contrary, if CLEC provides one-hundred percent (100%) of the Interconnection Facility via lease of meet-point circuits between Sprint and a third-party; lease of Sprint facilities, lease of third party facilities; or construction of its own facilities; the POI for the mutual exchange of traffic will be the Sprint office where the leased facility terminates.

37.3.1.2. CLEC may charge Sprint for Sprint's proportionate share of the recurring charges for transport facilities leased from Sprint based on the percentage of the total traffic originated by Sprint (excluding any toll traffic, and ISP Bound Traffic). CLEC will bill Sprint an amount equal to a percentage of Sprint's total interconnection facilities billing to CLEC at the same rates Sprint bills CLEC for those facilities. CLEC shall be financially responsible for any facilities, or portion of facilities, used to carry ISP-Bound traffic terminated by CLEC or toll traffic.

37.3.2. In the event that CLEC elects to offer service within Sprint's serving area using a switch located outside Sprint's serving area, CLEC agrees to provide the interconnection facility for both Parties' traffic outside Sprint's contiguous serving area in which CLEC offers service, at no charge to Sprint. Sprint will not compensate CLEC for the shared interconnection facility beyond Sprint's contiguous serving area in which CLEC offers service.

37.3.3. Sprint is not obligated to utilize interconnection facilities provided by CLEC to terminate Sprint originated traffic to CLEC.

37.3.4. Should Sprint elect to provision its own transport to CLEC's network to deliver its originated traffic or if CLEC elects to use Indirect Interconnection, there is no shared interconnection facility for which Sprint would compensate CLEC. Should Sprint elect to provision its own transport to CLEC's network to deliver its originated traffic, Sprint reserves the right to only provision to the boundary of Sprint's contiguous serving area in the LATA.

37.4. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement. If CLEC is acting as an IXC and a competitive local exchange carrier, CLEC must have a unique CIC

for each type of service order. Specifically, CLEC must have two CICs, one that is used for ordering IXC facilities for interexchange toll traffic and one that is used to order facilities for local exchange traffic.

- 37.5. Calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed (Virtual NXXs), are not local calls for purposes of intercarrier compensation and access charges shall apply. For Sprint-originated traffic terminated to CLEC's Virtual NXXs, Sprint shall not be obligated to pay reciprocal compensation, including any shared interconnection facility costs, for such traffic.
- 37.6. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access and intrastate access).
- 37.7. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 37.8. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Sprint may request CLEC's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Sprint. Should the documentation indicate that the factor should be changed by Sprint; the Parties agree that any changes will be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. CLEC will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).
 - 37.8.1. 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 at intrastate access rates.

38. SIGNALING NETWORK INTERCONNECTION

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

- 38.5. Signaling Systems
 - 38.5.1. Signaling Link Transport
 - 38.5.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.
 - 38.5.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.
 - 38.5.2. Signaling Transfer Points (STPs)
 - 38.5.2.1. STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.
- 38.6. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Sprint SS7 network. These functions include:
 - 38.6.1. Sprint local switching or Tandem Switching;
 - 38.6.2. Sprint Service Control Points (SCPs)/Databases if arranged for under separate agreements;
 - 38.6.3. Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and
 - 38.6.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.
- 38.7. Interface Requirements. Sprint shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:
 - 38.7.1. An A-link interface from CLEC local switching systems; and
 - 38.7.2. B- or D-link interface from CLEC STPs.
 - 38.7.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
 - 38.7.3.1. An A-link layer shall consist of two links,
 - 38.7.3.2. A B- or D-link layer shall consist of four links,
- 38.8. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STP is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing

and channel termination, plus mileage of any leased facility.

39. TRUNK FORECASTING

- 39.1. CLEC shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Sprint shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by CLEC to Sprint twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:
- 39.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
 - 39.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
 - 39.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by CLEC that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
 - 39.1.4. Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.
- 39.2. CLEC shall provide an updated trunk forecast when ordering or requesting additional trunks from Sprint anytime after the initial trunk implementation.
- 39.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 39.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by CLEC and Sprint.
- 39.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the

following:

- 39.5.1. In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and Sprint acts upon this forecast to its detriment, Sprint may recoup any actual and reasonable expense it incurs.
- 39.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.
- 39.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
- 39.6. Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 39.7. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

40. NETWORK MANAGEMENT

- 40.1. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLEC and Sprint will immediately notify each other of any protective control action planned or executed.
- 40.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 40.3. Mass Calling. CLEC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

41. USAGE MEASUREMENT

- 41.1. Each Party shall calculate terminating interconnection minutes of use based on

standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

- 41.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 41.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.
 - 41.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

42. TRANSIT TRAFFIC

- 42.1. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.
- 42.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Sprint tandem, Sprint will provide Transit Services for CLEC's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than Sprint, (3) IXC's, and (4) other CMRS carriers.
- 42.3. Sprint may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.
- 42.4. Terms and Conditions
 - 42.4.1. Each Party acknowledges that a third-party LEC may block transit traffic. To the extent the originated Party's traffic is blocked by a third party, the transiting Party shall have no obligation to resolve the dispute. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of

the originating Party. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party.

42.4.2. Notwithstanding any other provision to the contrary, once the Transit Traffic volume between CLEC and Sprint exceeds a DS1 equivalent of traffic, Sprint will no longer provide transit service and CLEC must establish a direct interconnection with the third party for the exchange of such traffic. Within sixty (60) days of when traffic exceeds this threshold, CLEC shall establish a direct interconnection with such third party. After sixty (60) days, if CLEC has not established a direct interconnection and if CLEC is exercising its best efforts to implement a direct connection with such third party, Sprint shall continue to transit the traffic. If Sprint disagrees that CLEC is using its best efforts to implement a direct connection, Sprint may seek relief pursuant to the Dispute Resolution provisions.

42.5. Payment Terms and Conditions

42.5.1. In addition to the payment terms and conditions contained in other Sections of this Agreement, the originating Party shall pay to the transiting Party a transit service charge as set forth in Table One.

42.5.1.1. CLEC shall pay a transit rate as set forth in Table One of this Part when CLEC uses a Sprint access tandem to terminate a local or ISP-bound 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.

42.6. Billing Records and Exchange of Data

42.6.1. Parties will use the best efforts to convert all network's transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

42.6.2. Upon request by the terminating Party and to the extent possible, the transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLECS or CMRS provider. To the extent Sprint incurs additional cost in providing this billing information, CLEC agrees to reimburse Sprint for its direct costs of providing this information.

42.6.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to

comply with the industry-adopted format to exchange records.

43. RESPONSIBILITIES OF THE PARTIES

- 43.1. Sprint and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.
- 43.2. CLEC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 43.3. CLEC and Sprint shall:
 - 43.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 43.3.2. Notify each other when there is any change affecting the service requested, including the due date.
 - 43.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
 - 43.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
 - 43.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
 - 43.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
 - 43.3.7. Provide to each other test-line numbers and access to test lines.
 - 43.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART J - GENERAL BUSINESS REQUIREMENTS

44. PROCEDURES

44.1. Contact with End Users

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

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

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

44.2. Expedite and Escalation Procedures

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

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

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

44.4. Service Offerings

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

45. ORDERING AND PROVISIONING

- 45.1.1. Ordering of Unbundled Network Elements is not anticipated by the parties.

46. BILLING

- 46.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify CLEC of any deviations to the standards.
- 46.2. Sprint shall bill CLEC for each service supplied by Sprint to CLEC pursuant to this Agreement at the rates set forth in this Agreement.
- 46.3. Sprint shall provide to CLEC a single point of contact for interconnection and collocation at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing

questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

- 46.4. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 46.5. Subject to the terms of this Agreement, CLEC shall pay Sprint within thirty (30) Days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.
- 46.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the Dispute Resolution procedures set forth in Part B of this Agreement.
- 46.7. Sprint will assess late payment charges to CLEC in accordance with Part B, Section 7.4 of this Agreement.
- 46.8. Sprint shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 46.9. Where Parties have established interconnection, Sprint and the CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).
 - 46.9.1. Sprint will bill CLEC for message provisioning and, if applicable, data tape charges related to exchange access records. Sprint will bill CLEC for the records at the rates on Table One. If CLEC requests additional copies of the monthly invoice, Sprint may also bill CLEC for the additional copies.
- 46.10. Revenue Protection. Sprint shall make available to CLEC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an

authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

47. PROVISION OF USAGE DATA

47.1. This Section sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. Sprint shall record for CLEC the messages that Sprint records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

47.2. General Procedures

- 47.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.
- 47.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 47.2.3. Sprint shall record all usage originating from CLEC end users using resold services ordered by CLEC, where Sprint records those same services for Sprint end users. Recorded Usage Data includes, but is not limited to, the following categories of information:
 - 47.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its end users on a per usage basis.
 - 47.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with Section 47.2.7
 - 47.2.3.3. Calls to Directory Assistance where Sprint provides such service to a CLEC end user.
 - 47.2.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to CLEC's local service end user and where Sprint records such usage for its end users using Industry Standard Telcordia EMI billing records.
 - 47.2.3.5. Access records related to long distance calling.
 - 47.2.3.6. For Sprint-provided Centrex Service, station level detail.
- 47.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, Sprint may provide the data back-up at CLEC's expense.
- 47.2.5. Sprint shall provide to CLEC Recorded Usage Data for CLEC end users. Sprint shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.
- 47.2.6. Sprint shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the end user except where explicitly permitted to do so within a written agreement between Sprint and CLEC.
- 47.2.7. Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the CLEC or the CLEC's end user.
- 47.2.8. Sprint shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.

47.2.9. Sprint shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

47.2.10. Sprint shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.

47.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.

47.2.12. Sprint shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

47.3. Charges

- 47.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 47.3.2. Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- 47.3.3. Sprint will deliver a monthly statement for Wholesale Services in the medium (e.g.: NDM, paper, or CD-ROM) requested by CLEC as follows:
 - 47.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
 - 47.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay Sprint for providing such call detail;
 - 47.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
 - 47.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when CLEC places the order for service;
 - 47.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
 - 47.3.3.6. Sprint shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Sprint shall also bill CLEC for additional copies of the monthly invoice.
- 47.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

47.4. Central Clearinghouse and Settlement

- 47.4.1. Sprint and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.
- 47.4.2. Sprint shall settle with CLEC for both intra-region and inter-

region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

47.5. Lost Data

- 47.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to CLEC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and CLEC. This estimate shall be used to adjust amounts CLEC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.
- 47.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 47.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 47.5.3. Complete Loss. When Sprint is unable to recover data as discussed in Section 47.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 47.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message (“arpm”) agreed to by CLEC and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 47.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 47.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother’s day), Sprint shall use volumes from the two (2) preceding Sundays.
- 47.5.7. If the loss occurs on Mother’s day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC’s most recent three (3) month message volume growth. If a previous year’s message volumes are not

available, a settlement shall be negotiated.

47.6. Testing, Changes and Controls

47.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and Sprint.

47.6.2. Control procedures for all usage transferred between Sprint and CLEC shall be available for periodic review. This review may be included as part of an Audit of Sprint by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Sprint.

47.6.3. Sprint Software Changes

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

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

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

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

47.6.4. CLEC Requested Changes:

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

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

47.7. Information Exchange and Interfaces

47.7.1. Product/Service Specific. Sprint shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special

Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

47.7.2. Rejected Recorded Usage Data

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

47.7.2.2. Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Sprint. Sprint will only assume liability for errors and unguideables caused by Sprint.

48. GENERAL NETWORK REQUIREMENTS

- 48.1. Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.
- 48.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide CLEC with maintenance support at Parity.
- 48.3. Sprint shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 48.4. Sprint shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 48.5. Sprint shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 48.6. All Sprint employees or contractors who perform repair service for CLEC end users shall follow Sprint standard procedures in all their communications with CLEC end users. These procedures and protocols shall ensure that:
 - 48.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint end users; and
 - 48.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Sprint end users and shall be handled on a "first come

first served” basis regardless of whether the end user is a CLEC end user or a Sprint end user.

- 48.7. Sprint shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. CLEC shall perform its own testing for UNEs.
- 48.8. Sprint shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised Sprint may potentially impact CLEC end users.
- 48.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 48.10. On all misdirected calls from CLEC end users requesting repair, Sprint shall provide such CLEC end user with the correct CLEC repair telephone number as such number is provided to Sprint by CLEC. Once the Electronic Interface is established between Sprint and CLEC, Sprint agrees that CLEC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business end users, unless otherwise agreed to by CLEC.
- 48.11. Upon establishment of an Electronic Interface, Sprint shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.
- 48.12. Sprint shall perform all testing for resold Telecommunications Services.
- 48.13. Sprint shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC with the disposition of the trouble.
- 48.14. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

PART K - REPORTING STANDARDS

49. GENERAL

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

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

SPRINT

By: _____

William E. Cheek
(Printed Name)

AVP – Strategic Sales
(Title)

US In Touch

By: _____

Donald Rily
(Printed Name)

(Title)

Table One

CODES		SPRINT RATE ELEMENT COST SUMMARY:	NEVADA		
MRC	NRC				
		RECIPROCAL COMPENSATION		MRC	NRC
		Tandem Switching - per MOU	\$0.001300		N/A
		Shared Transport - per MOU	\$0.000493		N/A
		FCC Ordered ISP-bound Traffic Termination Rates (per MOU) = \$0.0007		Opt-In	
		TRANSIT SERVICE		MRC	NRC
		Transit Service Charge - per MOU	\$0.001793		

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In re Joint Petition of Central Telephone Company – Nevada)
d/b/a Sprint of Nevada and US in Touch, Inc. for approval)
of the Master Interconnection, Collocation and Resale Agreement)
for the State of Nevada pursuant to Section 252 of the)
Telecommunications Act of 1996.) Docket No. 05-
_____)

**NOTICE OF JOINT PETITION FOR APPROVAL OF NEGOTIATED AGREEMENT
AND PENDING OF HEARING**

On August 12, 2005, Central Telephone Company – Nevada d/b/a Sprint of Nevada (“Sprint”) and US in Touch, Inc. (collectively the “Joint Petitioners”) filed a Joint Petition with the Public Utilities Commission of Nevada (“Commission”) for approval of their Master Interconnection, Collocation and Resale Agreement for the State of Nevada, pursuant to Section 252 of the Telecommunications Act of 1996 and Nevada Administrative Code (“NAC”) 703.280 et.seq. Joint Petitioners have entered into the Agreement so US in Touch, Inc. can utilize Sprint’s facilities in providing telecommunications services within Sprint’s service area. The impact of this Agreement upon consumers will be that consumers will continue to have a choice of local telecommunications providers. This filing was designated by the Commission as Docket No. 05-_____.

Interested and affected persons may obtain a copy of the Agreement from the Commission, and may file comments pertaining to this Agreement at either of the Commission’s offices on or before _____, _____, 2005. Any comments shall be served simultaneously on the Commission, parties to the Agreement, the Regulatory Operations Staff, and the Attorney General’s Bureau of Consumer Protection, Utilities Consumers’ Advocate. In response to the comments filed on or before _____

_____, _____, 2005, the Joint Petitioners may file reply comments and legal arguments on or before _____, _____, 2005.

The Commission has jurisdiction over this matter and legal authority to conduct proceedings pursuant to Chapters 703 and 704 of the Nevada Revised Statutes (“NRS”) and Nevada Administrative Code (“NAC”), including but not limited to, NRS 704.040 and 704.120, NAC 703.290 and 47 U.S.C. 252(e). NOTICE IS HERBY GIVEN that a public hearing in the above matter will be held as follows:

_____, _____, 2005
_____ a.m.
Hearing Room _____
Public Utilities Commission of Nevada
101 Convention Center Drive, Suite 250
Las Vegas, Nevada 89109

Pursuant to NRS 703.320, if the Commission does not receive any adverse comments regarding the Agreement or a request for a hearing by _____, _____, 2005, the hearing will be cancelled.

Pursuant to 47 U.S.C. §252(e) and MRS 704.120, the Commission will receive evidence pertaining to the issues raised by the comments that are filed and any responses by Joint Petitioners regarding any dispute over the terms and conditions of the Agreement.

Pursuant to 47 U.S.C. Section §252(e)(2)(A), the Commission may only reject a negotiated agreement, or any portion thereof, if it finds that: (i) the agreement, or portion thereof, discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of such agreement, or portion thereof, is not consistent with the public interest, convenience, and necessity.

At the hearing, the Commission may also consider issues related to the provisions of 47 U.S.C. §§251 and 252, Chapters 703 and 704 of the NRS and NAC; may make decisions on the

procedural and substantive issues raised at the hearing. Thereafter, the Commission may vote to approve or reject, in whole or in part, Joint Petitions' Agreement.

No consumer session is required regarding this Joint Petition under NRS 704.069.

The Agreement is available for public viewing at the offices of the Commission:

1150 East William Street
Carson City, Nevada 89701

or

101 Convention Center Drive, Suite 250
Las Vegas, Nevada 89109

This notice has been posted at the county courthouses in Carson City, Reno and Las Vegas, Nevada

By the Commission

CRYSTAL JACKSON, Commission Secretary

Dated: Carson City, Nevada

_____, 2005

(SEAL)

CERTIFICATE OF SERVICE

I hereby certify that I have on this 12th day of August, 2005 served a copy of the foregoing documents, *Petition for Approval of Master Interconnection, Collocations and Resale Agreement* for the State of Nevada pursuant to Section 252 of the Telecommunications Act of 1996, between Central Telephone Company – Nevada d/b/a Sprint of Nevada (“Sprint”) and US in Touch, Inc., upon all parties of record in this proceeding by delivering a copy thereof in person to or by mailing a copy thereof, properly addressed with postage pre-paid, or by electronic transmission to an acceptable location:

Via Hand Delivery:

Ms. Crystal Jackson (original and 3 copies)
Commission Secretary
Public Utilities Commission of Nevada
1150 East William Street
Carson City, Nevada 89701-3109

I hereby certify that I have this day served the foregoing documents upon other parties to negotiations by mailing via U.S. Mail with postage pre-paid to:

Alaina Burtenshaw
Public Utilities Commission of Nevada
101 Convention Center Drive, Ste. 250
Las Vegas, Nevada 89109

John Busch
US in Touch, Inc.
1840 E. Calvada Blvd. #6
Pahrump, NV 89048

I hereby certify that I have this day served Document Available Notice by electronic transmission to an acceptable location to the list established pursuant to NAC 703.296:

Andrew O. Isar
Assoc. of Communication Enterprises
7901 Skansie Avenue, Suite 240
Gig Harbor, WA 98335
aisar@millerisar.com

Mr. Calvert Lyon
Moapa Valley Telephone Co.
P.O. Box 365
Overton, NV 89040
cbl@mvtel.com

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