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January 27, 2005

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

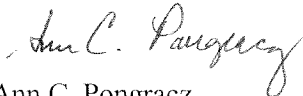
Re: In re Joint Petition of Central Telephone Company – Nevada
d/b/a Sprint of Nevada and AT&T Communications of Nevada, Inc.
for approval of the Master Interconnection, Collocation and Resale
Agreement for the State of Nevada pursuant to Section 252 of the
Telecommunications Act of 1996.

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 AT&T Communications of Nevada, Inc. Sprint and AT&T Communications of Nevada, 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,


Ann C. Pongracz
General Counsel

ACP:dc

Enclosures

Cc: Mr. Bill Peacock

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

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

**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 AT&T Communications of Nevada, 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 27th day of January, 2005

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

Mr. Bill Peacock
Local Services & Access Management
AT&T Communications of Nevada, Inc.
P.O. Box 6994
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Las Vegas, Nevada 89107



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

Effective:

November 29, 2004

Between

AT&T Communications of Nevada, Inc.

and

Central Telephone Company – Nevada dba Sprint of Nevada

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this 29th day of November, 2004, is entered into by and between AT&T Communications of Nevada, Inc. ("CLEC"), and Central Telephone Company – Nevada dba Sprint of Nevada ("Sprint"), to establish the rates, terms and conditions for local interconnection and local resale (individually referred to as the "service" or collectively as the "services").

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

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

WHEREAS, 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 Nevada Public Utilities Commission (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 herein, 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 herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. “911 Service” means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. “Access Services” refers to interstate and intrastate switched access and special access services.
- 1.4. “Act” means the Communications Act of 1934, as amended.
- 1.5. “Affiliate” is as defined in the Act.
- 1.6. “Augment” refers to a modification (increase/addition or decrease/reduction) to an existing collocation arrangement. Examples include changes to the space, cage, power, cross-connect cabling, conduit, vault, riser, or cabling associated with the collocation arrangement.
- 1.7. “Automated Message Accounting (AMA)” is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.
- 1.8. “Automatic Location Identification (ALI)” is a feature developed for E911 systems that provides for a visual display of the caller’s telephone number, address and the names of the Emergency Response agencies that are responsible for that address.
- 1.9. “Automatic Location Identification/Data Management System (ALI/DMS)” means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
- 1.10. “Automatic Number Identification (ANI)” is a feature that identifies and

displays the number of a telephone line that originates a call.

- 1.11. "Automatic Route Selection (ARS)" is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.12. "ATU - C" refers to an ADSL Transmission Unit - Central Office.
- 1.13. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.14. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.15. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.16. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.
- 1.17. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint.
- 1.18. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.18.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.18.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.18.3. "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.
- 1.19. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

- 1.20. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include, but are not limited to, Automatic Callback and Automatic Recall.
- 1.21. "Collocation Arrangement" refers to a single, specific provision of collocation in a particular Premises, not limited to a cage enclosing CLEC's equipment within the Premises.
- 1.22. "Collocation Point of Termination" shall mean the physical demarcation point as described in Section 33.
- 1.23. "Collocation Space" shall mean an area of space as agreed between the parties, located in a Building to be used by CLEC to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.24. "Commission" means the Nevada Public Utilities Commission.
- 1.25. "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 portion of the public switched telephone network that carries the actual call.
- 1.26. "Common Transport" provides a local interoffice transmission path between the Sprint Tandem Switch and a Sprint end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.
- 1.27. "Confidential and/or Proprietary Information" has the meaning set forth in Section 11 of Part A - General Terms and Conditions.
- 1.28. "Controlled Environment Vault" ("CEV") shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.
- 1.29. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.30. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.31. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.32. "Database Management System (DBMS)" is a computer process used to

store, sort, manipulate and update the data required to provide selective routing and ALI.

- 1.33. "Day" means a calendar day unless otherwise specified.
- 1.34. "Directory Assistance Database" refers to any subscriber record used in the provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.35. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.36. "Duct" is a single enclosed path to house facilities to provide Telecommunications Services.
- 1.37. "Enhanced 911 Service (E911)" means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.38. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.39. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.40. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.41. "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.
- 1.42. "EMI" (Exchange Message Interface System) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).
- 1.43. "End Date" is the date this Agreement terminates as referenced in 4.1.
- 1.44. "FCC" means the Federal Communications Commission.
- 1.45. "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.

- 1.46. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.47. "Interexchange Carrier (IXC)" means a provider of interexchange Telecommunications Services.
- 1.48. "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.
- 1.49. "Information Access Traffic," for the purposes of this Agreement, is traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.
- 1.50. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.51. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office. Upon implementation of Local Number Portability, defined herein, INP services will be discontinued.
- 1.52. "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.
- 1.53. "Live Load Capacity" as it relates to a CLEC's collocation space refers to the structural strength of the floor to support the weight of CLEC's property and equipment installed in the collocated space.
- 1.54. "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.55. "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.
- 1.56. "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 as determined by the originating and terminating NPA/NXX (except as otherwise determined by the Commission and as set forth herein) within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Sprint tariffs. For intercarrier compensation purposes, Local Traffic does not include any Information Access Traffic. Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic. Until the billing party has the capability to identify Type 1 CMRS traffic hosted by the other party and distinguish it from the other party's own traffic, the parties shall treat intra-MTA Type 1 CMRS traffic as the hosting party's traffic for intercarrier compensation purposes.

- 1.57. "LOE" shall mean CLEC-owned equipment.
- 1.58. "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.
- 1.59. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.60. "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.
- 1.61. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.62. "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.
- 1.63. "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO

Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.

- 1.64. “OBF” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)
- 1.65. “Operator Services” provides for:
 - 1.65.1. operator handling for call completion (e.g., collect calls);
 - 1.73.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.65.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.66. “Outside Cable Duct” shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.67. “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. 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.
- 1.68. “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.
- 1.69. “Parties” means, jointly, Sprint and CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.70. “Party” means either Sprint or CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.71. “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.
- 1.72. “Physical Collocation” is as defined in 47 CFR 51.5.

- 1.73. “Physical Point of Interconnection” (“Physical POI”) is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks.
- 1.74. “Premises” is as defined in 47 C.F.R. 51.5.
- 1.75. “Proprietary Information” shall have the same meaning as Confidential Information.
- 1.76. “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.
- 1.77. “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.
- 1.78. “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.
- 1.79. “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.

- 1.80. "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.
- 1.81. "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.
- 1.82. "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.
- 1.83. "Switch" means a Central Office Switch as defined in this Part A.
- 1.84. "Synchronous Optical Network (SONET)" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 Mbps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 Gbps).
- 1.85. "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.
- 1.86. "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.
- 1.87. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.88. "Telecommunications" is as defined in the Act.
- 1.89. "Telecommunications Carrier" is as defined in the Act.
- 1.90. "Telecommunication Services" is as defined in the Act.
- 1.91. "Transit Service" means the delivery of Transit Traffic.
- 1.92. "Transit Traffic" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network or that

is originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.

- 1.93. "Virtual Collocation" is as defined in 47 C.F.R. 51.5.
- 1.94. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.
- 1.95. "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

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement, including Parts A through J, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection and resale of Telecommunications Services. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

2. NETWORK CHANGES

- 2.1. The Parties agree to abide by the provisions of §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

3. REGULATORY APPROVALS

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

conditions of each such Amended Rules relating to any of the provisions in this Agreement.

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

4. TERM AND TERMINATION

- 4.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue until March 31, 2006 (“End Date”), unless earlier terminated in accordance with this Section 4. 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.
- 4.2. 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, at its sole option, may immediately terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party shall be entitled to pursue all available legal and equitable remedies for such breach.
- 4.3. Sprint may terminate this Agreement upon ten (10) Days notice if CLEC is not exchanging traffic with Sprint or has not submitted orders for services pursuant to this Agreement within 180 Days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the CLEC that is has ceased doing business in this state. As of the Effective Date of this Agreement, CLEC and Sprint are exchanging traffic
- 4.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly

stated herein to survive termination.

- 4.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint will assign the portions of this Agreement for those exchanges/markets where CLEC is actually interconnecting and providing Telecommunications Services, and Sprint shall ensure that the assignee accepts the assignment and liability for Sprint's obligations under this Agreement, from the date of assignment forward. Where CLEC is not actually interconnecting or providing Telecommunications Services, Sprint may terminate this Agreement in whole in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice, but in any event, Sprint shall make reasonable efforts to assist CLEC in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.

5. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

- 5.1. No later than 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.
- 5.2. In the event that this Agreement expires under § 4.1, 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 appropriate Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, then at the request of either Party, the Parties will continue to be subject to the terms of the expired Agreement 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.
- 5.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 5.2 does not apply, Sprint will continue to provide services pursuant to one of the following:
 - 5.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist as of the End Date; or
 - 5.3.2. An existing agreement between Sprint and another carrier adopted by CLEC for the remaining term of that agreement.

6. CHARGES AND PAYMENT

- 6.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Part C subject to the provisions of § 3.2 and § 3.2.1 hereof. The billing and payment procedures for charges incurred hereunder are set forth in Part I.
- 6.2. Subject to the terms of this Agreement, the Parties shall pay invoices by the due date shown on the invoice, which will be at least 30 days from the bill date. For invoices provided electronically, Sprint shall make them available to CLEC for downloading on the bill date. For invoices not paid when due, late payment charges will be assessed under § 6.4. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 6.3. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be filed with the billing Party no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice.
- 6.4. The Parties will assess late payment charges equal to the lesser of 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 payment is actually paid, or 0.000329 percent per day, compounded daily for the number of days from the payment due date to and including the date that payment is actually made, until the amount due is paid in full.
- 6.5. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with Part C, § 5.

7. AUDITS AND EXAMINATIONS

- 7.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing for the purpose of evaluating the accuracy of the other Party's billing and invoicing. As used herein "Audit" shall mean a comprehensive review of invoices rendered and any reasonably related documents or processes under this Agreement; "Examination" shall mean an inquiry into a specific element of invoices rendered and any reasonably related documents or processes under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit and (1) Examination 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 and Examination period will

include no more than the preceding twelve (12) month period as of the date of the Audit request. A document or process is considered to be reasonably related to an invoice if it would support the accuracy of the invoice.

- 7.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit or Examination, during normal business hours in accordance with section 7.1 above. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 7.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this § 7.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business or that no longer exists at the time of the request, provided however, each Party shall retain the usage files used to create invoices in the same format they were used to create such invoices, for a period of twelve (12) months from the date of the invoice. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.
- 7.4. Adjustments based on the Audit findings may be applied to the twelve (12) month period included in the Audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final Audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with § 6.4 above.
- 7.5. Neither such right to Examine and Audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.
- 7.6. This Section 7 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this

Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 8.2. Sprint agrees to use its best efforts to obtain for CLEC, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as Sprint.
- 8.3. Sprint shall have no obligations to attempt to obtain for CLEC any Intellectual Property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by Sprint.
- 8.4. 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.
- 8.5. All costs associated with the extension of Intellectual Property rights to CLEC pursuant to Section 8.22, 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 carriers using that unbundled network element including Sprint.
- 8.6. Sprint hereby conveys no licenses to use such Intellectual Property rights and, except as otherwise provided in this Agreement, makes no warranties, express or implied, concerning CLEC's (or any third parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such 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 Intellectual Property rights Sprint agrees in Section 8.2 to use its best efforts to obtain.

9. LIMITATION OF LIABILITY

- 9.1. Except for severe or repeated material breach of this Agreement due to gross negligence or willful misconduct or as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively “Consequential Damages”), whether arising in contract or tort, provided that the foregoing shall not limit a Party’s obligation under Section 10 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, except in the case of severe or repeated material breach due to gross negligence or willful misconduct, in no event shall either Party be liable to the other Party for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

10. INDEMNIFICATION

- 10.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for (1) injuries or damage to any person or property arising out of or in connection with this Agreement that are the result of the indemnifying Party’s actions; and alleging any breach of representation, warranty or covenant made by such indemnifying Party in this Agreement. Sprint shall indemnify CLEC for actual or alleged infringement of any patent, copyright, trademark, scribe mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed to the extent such claim or action is based on the Telecommunications Services, Interconnection or Network Elements provided by Sprint under this Agreement, provided the Telecommunications Services, Interconnection or Network Elements is within the coextensive Intellectual Property rights Sprint is required to obtain on CLEC’s behalf pursuant to section 8.2. Such indemnification shall not be required when Sprint is unable to obtain intellectual property rights despite using its best efforts or when section 8.3 applies. CLEC shall indemnify Sprint for actual or alleged infringement of any patent, copyright, trademark, scribe mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed to the extent such claim or action arises from CLEC’s or one of its customer’s use of any Telecommunications Services, Interconnection or Network Elements under this Agreement, including any modification or self-provisioned combination to the extent CLEC’s use of the Telecommunications Services, Interconnection or Network Element exceeds the coextensive Intellectual Property rights Sprint is required to use its best efforts to obtain on CLEC’s behalf pursuant to Section 8.2.

- 10.2. The indemnifying Party agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 10.3. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims. Failure to notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.
- 10.4. The indemnifying Party shall have the right to defend against such liability or assertion in which event the indemnifying Party shall give written notice to the indemnitee of acceptance of the defense of such claim and the identity of counsel selected by the indemnifying Party. Except as set forth below, such notice to the relevant indemnitee shall give the indemnifying Party full authority to defend, adjust, compromise or settle such claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the intellectual property rights of the relevant indemnitees.
- 10.5. The indemnifying Party shall consult with the relevant indemnitee prior to any compromise or settlement that would affect the rights of the indemnitee, and the relevant indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that, in such event, the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the indemnifying Party, the relevant indemnitee shall be entitled to participate with the indemnifying Party in, but not the direction of, such defense if the claim requests equitable relief or other relief that could affect the rights of the indemnitee, and also shall be entitled to employ separate counsel for such defense at such indemnitee's expense.
- 10.6. In the event the indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant indemnitee shall have the right to employ counsel for such defense at the expense of the indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. BRANDING

- 11.1. CLEC shall provide the exclusive interface to CLEC subscribers, except

as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which Sprint may directly communicate with CLEC subscribers. In those instances where CLEC requests that Sprint personnel interface with CLEC subscribers, such Sprint personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.

- 11.2. Other business materials furnished by Sprint to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.
- 11.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 11.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with CLEC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 11.5. This Section 11 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

12. REMEDIES

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

13. CONFIDENTIALITY AND PUBLICITY

- 13.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 13.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall
 - 13.2.1. use it only for the purpose of performing under this Agreement,

- 13.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
- 13.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 13.3. Recipient shall have no obligation to safeguard Confidential Information
 - 13.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 13.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 13.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 13.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 13.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 13.5. Each Party agrees that in the event of a breach of this § 13 by Recipient or its representatives, Disclosing Party, upon the showing required by law, may be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 13.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This § 13.6 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 13.7. Neither Party shall produce, publish, or distribute any press release nor

other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

- 13.8. Except as otherwise expressly provided in this § 13, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

14. DISCLAIMER OF WARRANTIES

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

15. ASSIGNMENT AND SUBCONTRACT

- 15.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed 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.
- 15.2. Except as provided in § 15.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent

shall not be unreasonably withheld or delayed, shall be void.

16. GOVERNING LAW

16.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC’s Rules and Regulations, orders of the Commission, and Nevada law without regard to Nevada’s conflicts of laws principles.

17. RELATIONSHIP OF PARTIES

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

18. NO THIRD PARTY BENEFICIARIES

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

19. NOTICES

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

If to	Director	If to	Bill Peacock
Sprint:	Wholesale & Interconnection Management	CLEC:	Local Services & Access Management
	Sprint		P.O. Box 6994.
	6450 Sprint Parkway		Douglasville, GA 30154
	KSOPHN0116-1B671		
	Overland Park, KS 66251		

19.2. Notices shall be effective when received. Documentation of the date of attempted delivery by the United States Postal Service, in the case of certified mail, or by a commercial courier, shall constitute evidence of the date of receipt. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this § 19.

20. WAIVERS

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

21. SURVIVAL

- 21.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 6, 7, 8, 9, 10, 13, 18, 20, and 23.

22. FORCE MAJEURE

- 22.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this § 22 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to § 4 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

23. DISPUTE RESOLUTION

- 23.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. If the Parties are unable to resolve the dispute, the Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) Days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.
- 23.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.
- 23.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 23.4. After such period either Party may file a complaint with the FCC or the Commission.

24. COOPERATION ON FRAUD

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

25. TAXES

- 25.1. Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 25.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- 25.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 25.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 25.3. Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 25.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 25.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 25.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the

providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

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

the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 25.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 25.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 25.4.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 25.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 25.5. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

26. AMENDMENTS AND MODIFICATIONS

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

27. SEVERABILITY

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

28. HEADINGS NOT CONTROLLING

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

29. ENTIRE AGREEMENT

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

30. SUCCESSORS AND ASSIGNS

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

31. IMPLEMENTATION PLAN

31.1. Implementation Team. This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the “Implementation Team”) which shall develop and identify those

processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

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

32. RESERVATION OF RIGHTS

- 32.1. On August 20, 2004 the FCC released its order in Docket No. 01-338 (FCC 04-179), *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers* (“Interim Rules”). This Agreement does not include any unbundled network elements that may be available under applicable law. Either Party may request that this agreement be amended to include unbundled network elements that are available under applicable law. Such unbundled network elements will become available under this Agreement at the time an amendment is executed and becomes effective.
- 32.2. The Parties agree that nothing in this Agreement shall constitute a precedent that can be used against a Party in any proceeding, and further neither Party will assert in any proceeding that this Agreement should be considered as precedent as to the availability of unbundled network elements. Notwithstanding the above, neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with unbundled network elements. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that unbundled network elements are or are not available under applicable law. By entering into this Agreement, both Parties reserve the right to advocate their respective positions regarding unbundled network elements before a court, the Commission or the FCC.

PART C - GENERAL PRINCIPLES

1. USE OF FACILITIES

- 1.1. In situations where the CLEC has the use of the facilities through resale of local service and Sprint receives a good faith request for service from a customer at the same premise, the following will apply:
 - 1.1.1. Sprint shall notify the CLEC by phone through the designated CLEC contact and via fax that it has had a request for service at the premise location that is currently being served by the CLEC;
 - 1.1.2. If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;
 - 1.1.3. So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial phone notification from Sprint to CLEC and Sprint shall issue a disconnect order with respect to the CLEC service at that location, provided, however, that Sprint shall inquire of the customer if the customer is seeking to augment or replace existing services. If the customer is seeking to augment existing services, Sprint shall not use the facilities in question.

2. PRICE SCHEDULE

- 2.1. All prices under this Agreement are set forth in Table One and Table Two of this Agreement.
- 2.2. 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.

3. LOCAL SERVICE RESALE

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

4. INTERCONNECTION AND RECIPROCAL COMPENSATION

- 4.1. The rates to be charged for the exchange of Local Traffic are set forth in Table One of this Part and shall be applied consistent with the provisions of Part F of this Agreement. Information Access Traffic will be exchanged on a Bill and Keep basis. Subject to Section 4.1.2, the Parties agree to "Bill and Keep" for mutual reciprocal compensation for the

termination of Information Access Traffic on the network of one Party which originates on the network of the other Party.

4.1.1. Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be Information Access Traffic and subject to Bill and Keep. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"). Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for facilities used to transport and terminate the Information Access Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions:

4.1.1.1 Bill and Keep applies to Information Access Traffic between a CLEC end office and the Physical POI.

4.1.1.2 Traffic studies may be conducted semi-annually to measure the amount of traffic originated and terminated over facilities utilized by each of the parties to determine the ratio of originating to terminating traffic. Parties agree to share the results of such studies.

4.1.1.3 Bill and Keep does not apply to Local Traffic or Information Access Traffic originated by one Party, , transiting the other Party 's network, and terminated by a third party in which case applicable transit charges will apply as set forth in 36.5. Neither Party will assume transport and termination liabilities on behalf of the calls originated by the other Party.

4.1.2 The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order,

4.2. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with the FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement.

4.3. Intentionally left blank.

4.4. Neither Party will knowingly send voice calls that are transmitted by a Party or for a Party at that Party's request, at any point, in whole or in part, via the public Internet or a private IP network over local

interconnection trunks for termination as local traffic by the other Party until a mutually agreed Amendment is effective. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation in lieu of intrastate or interstate access. By entering into this Agreement, both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings.

- 4.5. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as an ISP-bound call for compensation purposes, but instead shall be treated as a conventional voice call.
- 4.6. 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.
- 4.7. INP is available in all Sprint service areas where LNP is not available. Once LNP is available, all INP arrangements will be converted to LNP. Where INP is available and a toll call is completed through Sprint's INP arrangement (e.g., remote call forwarding) to CLEC's subscriber, CLEC shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations. If a national standard billing method has not been developed for a CLEC to directly bill a carrier access for a toll call that has been completed using interim number portability, then the INP Rate specific to Access Settlements in this Part C will be used.
 - 4.7.1. The ported party shall charge the porting party on a per line basis using the INP Rate specific to Access Settlements in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as subject to INP will be compensated as local interconnection as set forth in § 4.1.
- 4.8. CLEC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table One of this Part when CLEC uses a Sprint access tandem to terminate a local call to a third party LEC or another CLEC. Sprint shall pay CLEC a transit rate equal to the Sprint rate referenced above when Sprint uses a CLEC switch to terminate a local call to a third party LEC or another CLEC.
- 4.9. Each Party will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Either Party may request traffic study

documentation of the PLU, pursuant to the Audit provision in Part B, to verify the factor, and may compare the resulting documentation to studies developed by the requesting Party. Should the documentation indicate that the factor should be changed by the requesting Party, the Parties agree that any changes will be applied retroactively for the affected period covered by the Audit. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the terms of this Agreement or applicable tariff. The Parties will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

4.9.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

5. SECURITY DEPOSIT

- 5.1. 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 to Sprint for services rendered under this Agreement or a predecessor interconnection agreement. A payment is not considered current in any month if it is not disputed and made after its Due Date.
- 5.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.
- 5.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 5.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 5.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
- 5.6. Sprint reserves the right to increase, and CLEC agrees to increase, the

security deposit requirements when gross monthly billing has increased beyond the level initially used to determine the security deposit.

- 5.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC under this Agreement, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
 - 5.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) Days past due; or
 - 5.7.2. when CLEC files for protection under the bankruptcy laws; or
 - 5.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days; or
 - 5.7.4. when this Agreement expires or terminates.
- 5.8. 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. Sprint will pay interest on cash deposits at the prime rate, as quoted in the Wall Street Journal on the first business day of every month, to be compounded monthly, of the cash deposit at the time the cash deposit is either credited to CLEC's account or when the cash deposit is returned to CLEC. No interest will accrue or be paid on letters of credit. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current payments for carrier services provided under this Agreement to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

Table One

DESCRIPTION		
RESALE DISCOUNTS		
Other than Operator / DA	21.00%	
Op Assist / DA	4.26%	
USAGE FILE CHARGES:		
Message Provisioning, per message	\$0.005	
Data Transmission, per message	\$0.002	
Media Charge - per CD	\$50.00	
OTHER CHARGES:		
Temporary Suspension of Service for Resale – SUSPEND	\$0.00	
Temporary Suspension of Service for Resale – RESTORE	\$21.00	
PIC Change Charge per change	\$5.00	
Operator Assistance / Directory Assistance Branding	ICB	
UNE LOOP, TAG & LABEL/RESALE TAG & LABEL		
Tag and Label on a new install resale	\$5.32	
Tag and Label on an existing resale	\$10.64	
Tag and Label on an add'l resale on the same order at the same location	\$4.26	
Trip Charge	\$21.28	
RATE ELEMENT	RECURRING RATE	NRC
SERVICE ORDER / INSTALLATION / REPAIR		
Manual Service Order NRC		\$19.61
Manual Service Order - Listing Only		\$10.34
Manual Service Order - Change Only		\$9.60
Electronic Service Order (IRES)		\$2.67
Electronic Service Order - Listing Only		\$0.29
Electronic Service Order - Change Only		\$1.16
Change Telephone Number per change		\$16.51
Trouble Isolation Charge		\$45.98
LNP Coordinated Conversion - Lines 1-10		\$50.63
LNP Coordinated Conversion - each additional line		\$4.55
LNP Conversion - using 10-Digit Trigger		\$0.00
RECIPROCAL COMPENSATION		
RECURRING RATE	NRC	
<p>If this rate sheet is included as part of an amendment of an existing Interconnection agreement, the rates included below are not intended to change the reciprocal compensation arrangement between the parties. These rates replace the reciprocal compensation and transit rates as applicable in the underlying Interconnection Agreement.</p>		
End Office per MOU	\$0.00220	
Tandem Switching per MOU	\$0.00130	
Shared Transport per MOU	\$0.000493	
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7		
RECURRING RATE	NRC	
See Tariff	See Tariff	See Tariff
DATABASE		
RECURRING RATE	NRC	
See Tariff	See Tariff	

Part C – General Principles

OPERATOR SERVICES / DIRECTORY ASSISTANCE	RECURRING RATE	NRC
See Tariff	See Tariff	
911 AND E911 DATABASE ACCESS	RECURRING RATE	NRC
Per DS0 Equivalent Port	\$10.43	\$147.82
STREET INDEX GUIDE	RECURRING RATE	NRC
SIG Database Extract Report, per CDROM	\$41.00	

PART D - LOCAL RESALE

6. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

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

7. GENERAL TERMS AND CONDITIONS

- 7.1. Pricing. The prices charged to CLEC for Local Resale are set forth in Part C of this Agreement.
 - 7.1.1. Voluntary Federal and State Subscriber Financial Assistance Programs
 - 7.1.1.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.
 - 7.1.2. Grandfathered Services. Sprint shall offer for resale to CLEC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide CLEC with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.
 - 7.1.3. Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations.

- 7.1.4. COCOT lines will not be resold to payphone service providers at wholesale prices under this Agreement.
- 7.1.5. Except as set forth above and as may be allowed by the FCC or Commission, Sprint shall not place conditions or restrictions on CLEC's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers) and for promotions of ninety (90)-days or less in length. In addition, CLEC shall be prohibited from marketing its products using the Sprint product name (e.g., CLEC may purchase the features package called "Sprint Essential" but shall be prohibited from reselling this product using the Sprint brand name or the Sprint product name.) Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Sprint will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available.
- 7.1.6. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Sprint shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.
- 7.1.7. Hospitality Service. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 7.1.8. LIDB Administration
 - 7.1.8.1. Sprint shall maintain customer information for CLEC customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the CLEC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

- 7.1.8.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as CLEC's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.
- 7.1.9. Sprint will continue to provide Primary Interexchange Carrier ("PIC") processing for those end-users obtaining resold service from CLEC. Sprint will bill and CLEC will pay any PIC change charges. Sprint will only accept said requests for PIC changes from CLEC and not from CLEC's end users.
- 7.1.10. Sprint shall allow CLEC customers to retain their current telephone number and shall install CLEC customers at Parity.

PART E - INTERCONNECTION

8. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

- 8.1. The Parties shall initially reciprocally terminate Local Traffic, Transit Traffic (including CMRS traffic), ISP Traffic, and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:
 - 8.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, Transit Traffic (including CMRS traffic), ISP Traffic, and non-equal access IntraLATA toll traffic.
 - 8.1.1.1. The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.
- 8.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.
- 8.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.
- 8.4. Points of Interconnection
 - 8.4.1. Physical Point of Interconnection. CLEC must establish a minimum of one Physical POI within in each LATA, at any technically feasible point, on Sprint's network.
 - 8.4.1.1. CLEC will be responsible for engineering and maintaining its network on its side of the Physical POI. Sprint will be responsible for engineering and maintaining its network on its side of the Physical POI.
 - 8.4.1.2. For construction of new facilities when CLEC chooses 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.
 - 8.4.1.3. If third party (*i.e.* Competitive Access Provider or "CAP") leased facilities are used for interconnection,

the Physical POI will be defined as the Sprint office in which the third party's leased circuit terminates.

8.4.2. Intentionally left blank.

8.5. Technical Requirements for Interconnection

8.5.1. Interconnection at the Sprint Tandem:

8.5.1.1. Interconnection to Sprint Tandem Switch(es) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.

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

8.5.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices.

8.5.2. Interconnection at the Sprint End Office

8.5.2.1. Interconnection to Sprint End Office Switch will provide CLEC local interconnection for local service purposes to the Sprint NXX codes served by that end office and any Sprint NXXs served by remotes that subtend those End Offices.

9. INTERCONNECTION COMPENSATION MECHANISMS

9.1. Interconnection Compensation

9.1.1. Sprint is responsible for transport to the Physical POI for its originated calls.

9.1.2. Intentionally left blank.

9.2. Compensation for Local Traffic Transport and Termination

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

9.2.1.1. "Transport," which includes common transport of Local Traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch

that directly serves the called end-user; and

- 9.2.1.2. “Tandem Switching” which includes any necessary switching of Local Traffic originated by CLEC by Sprint’s Tandem Office Switches. In the case of Sprint originated Local Traffic, any Tandem Switching charges will be in accordance with this Part F.
- 9.2.1.3. “End Office Termination,” which includes the switching of Local Traffic at the terminating carrier’s end office switch.
- 9.2.1.4. The transport and termination charges for Local Traffic flowing through a Physical POI shall be as follows:
 - 9.2.1.4.1. 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.
 - 9.2.1.4.2. When the Physical POI is at the Sprint Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.
 - 9.2.1.4.2.1. 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. Sprint shall pay CLEC end office termination, common transport, and Tandem Switching when CLEC’s switch is capable of serving a geographic area comparable to the geographic area served by Sprint’s tandem.
 - 9.2.1.4.3. CLEC may choose to establish a Physical POI at a Sprint end office, where technically feasible. For CLEC originated calls CLEC shall pay Sprint end-office termination. For Sprint originated traffic terminating to CLEC at that end office, compensation payable by Sprint shall be the same as that detailed in § 9.2.1.4.2.1 above.

10. SIGNALING

- 10.1. 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.
- 10.2. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
 - 10.2.1. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks.

11. NETWORK SERVICING

11.1. Trunk Forecasting

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

- 11.1.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office

Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);

- 11.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
 - 11.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 11.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
- 11.1.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 11.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks.
- 11.1.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
- 11.1.5.1. In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.
 - 11.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.
 - 11.1.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other

traffic growth between the Parties, internal use, or use with another party.

- 11.2. 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%).
- 11.3. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

12. NETWORK MANAGEMENT

- 12.1. 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.
- 12.2. 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.
- 12.3. Mass Calling. CLEC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Mass calling numbers are not cannot be used in conjunction with INP.

13. USAGE MEASUREMENT

- 13.1. 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.

- 13.2. 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.
- 13.3. 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.
 - 13.3.1. 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.

14. TRANSIT TRAFFIC

- 14.1. Transit Traffic means the delivery of local traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks. The following traffic types will be delivered by either Party: local traffic and intraLATA toll and switched traffic originated from CLEC or Sprint and delivered to such third party LEC, ILEC or CMRS; and intraLATA 800 traffic.
- 14.2. Terms and Conditions
 - 14.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third-party LEC providing the Transit Services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. 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, unless the Parties agree otherwise in writing. Each Party acknowledges that the Transit Provider does not have any responsibility to pay any third party LEC, CLEC or CMRS provider charges for termination or any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
 - 14.2.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible.

If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.

14.3. Payment Terms and Conditions

14.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:

14.3.1.1. The originating Party shall pay to the transiting Party a transit service charge as set forth in the Pricing Schedule; and

14.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.

14.4. Billing Records and Exchange of Data

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

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

14.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

15. INDIRECT TRAFFIC

15.1. Interconnection

15.1.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.

15.1.2. Interconnection to a Carrier location within a tandem serving area will provide Sprint with access to the Carrier's facilities within that MTA and to other companies which are likewise connected to Carrier within that tandem serving area for local and toll service purposes.

15.2. Exchange Of Traffic

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

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

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

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

15.3. Compensation for Indirect Traffic

15.3.1. Non-Local and Non-Information Access Indirect Traffic

15.3.1.1. Compensation for the termination of non-Local traffic, non-Information Access 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.

15.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the

appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

15.3.2. Local Traffic and Information Access Traffic. The rates set forth on Table One shall apply.

15.3.2.1. Indirect Traffic Terminating to Sprint

15.3.2.1.1. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from Carrier through the transiting party, and over Sprint facilities through a Sprint Tandem Switch to a Sprint End Office Switch would include charges from Sprint to Carrier for Common Transport to the Tandem Switch, Tandem Switching, Common Transport to the End Office Switch and End Office switching. A call terminating from Carrier through the transiting party, and then over Sprint facilities through a Sprint End Office Switch to a Sprint Remote Switch would include charges from Sprint to Carrier for Common Transport to the End Office Switch (except where the transiting party is collocated in the Sprint End Office), End Office switching, and Common Transport to the Remote Switch.

15.3.2.2. Indirect Traffic Terminating to Carrier:

15.3.2.2.1. For Indirect Traffic terminating on Carrier's network, Carrier will bill Sprint the same rates as Sprint charges Carrier for Indirect Local Traffic terminating on Sprint's network.

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

16. RESPONSIBILITIES OF THE PARTIES

16.1. Sprint and CLEC will review engineering requirements consistent with the

Implementation Plan described in Part B, Section 31 and Part C, Part F, Section 11 and otherwise as set forth in this Agreement.

- 16.2. 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.
- 16.3. CLEC and Sprint shall:
 - 16.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 16.3.2. Notify each other when there is any change affecting the service requested, including the due date.
 - 16.3.3. 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.
 - 16.3.4. 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.
 - 16.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
 - 16.3.6. 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.
 - 16.3.7. Provide to each other test-line numbers and access to test lines.
 - 16.3.8. 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 F – INTERIM NUMBER PORTABILITY

(INTENTIONALLY OMITTED)

PART G - LOCAL NUMBER PORTABILITY

17. INTRODUCTION

- 17.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum. To the extent consistent with the FCC and Industry rules as amended from time to time, the requirements for LNP shall include the following:
- 17.1.1. Subscribers must be able to change local service providers and retain the same telephone number(s) within the serving rate center utilizing the portability method in effect within the porting MSA, as offered by the porting carrier, and within the area of portability as defined by the FCC or state commission having jurisdiction over this Agreement.
 - 17.1.2. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 17.1.3. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable offices which have direct trunks to the given switch.
 - 17.1.4. When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the subscriber as defined by the FCC or state commission having jurisdiction over this Agreement.
 - 17.1.5. NXX Availability. Not all NXXs in each CO may be available for porting.
 - 17.1.6. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
 - 17.1.7. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 17.1.8. Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers

will be handled outside the normal porting process and comply with any applicable state or federal regulatory requirements developed for mass calling numbers.

18. TRANSITION FROM INP TO LNP

- 18.1. Existing INP Arrangements. As Sprint provisions LNP according to the industry schedule in a Wire Center/Central Office, there will be a maximum of a ninety (90) day transition from INP to LNP. At that time, the CLEC will be required to fully implement LNP according to industry standards.
- 18.2. Once LNP is available in an area, all new portability will be LNP and INP will no longer be offered.

19. TESTING

- 19.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 19.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, § 31 of the agreement.
- 19.3. CLEC must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a CLEC provider occurs past the FCC activation date, testing and porting will be done at CLEC's expense.
- 19.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 19.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. CLEC or Sprint shall notify each other of any system updates that may effect the other (Sprint or CLEC) network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

20. ENGINEERING AND MAINTENANCE

- 20.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.

- 20.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 20.3. Each party shall provide escalation contacts to resolve LNP network or porting related problems in order to facilitate issue resolution pursuant to Part I.
- 20.4. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

21. E911/911

- 21.1. When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to PSAP call centers.
- 21.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

22. BILLING FOR PORTED NUMBERS

- 22.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall receive revenues from those IXC access charges associated with end office switching, local transport, RIC, and CCL, as appropriate, and such other applicable charges. The party from whom the number has been ported shall be entitled only to receive any entrance facility fees, access tandem fees and appropriate local transport charges as set forth in this Agreement. Such access charge payments will be adjusted to the extent that the paying party has already paid Reciprocal Compensation for the same minutes of use. When a call for which access charges are not applicable is terminated to a party's local exchange customer whose telephone number has been ported from the other party, the parties agree that the Reciprocal compensation arrangements described in this Agreement shall apply.
- 22.2. Non-Payment. Customers lose the right to port a telephone number upon non-payment of charges. Sprint will not port telephone numbers of customers who have bills in default.

PART H - GENERAL BUSINESS REQUIREMENTS

23. PROCEDURES

23.1. Contact with Subscribers

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

23.1.2. Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers 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 subscriber contact.

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

23.2. Expedite and Escalation Procedures

23.2.1. 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 subscriber and other matters which require attention/resolution outside of normal business procedures upon execution of this Agreement. Each Party shall notify the other Party of any changes to its escalation contact list as soon as practicable before such changes are effective.

23.2.2. 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.

23.3. 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.

23.4. Service Offerings

23.4.1. 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.

23.4.2. 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 subscribers and applicable state law or regulation, if any.

23.4.3. 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.

23.4.4. 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 subscribers. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded “Not at Home” notices.

24. ORDERING AND PROVISIONING

24.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide the same level and quality of service for all resale services, functions, features, capabilities at Parity.

24.2. National Exchange Access Center (NEAC)

24.2.1. Sprint shall provide a NEAC or equivalent which shall serve as CLEC’s point of contact for all activities involved in the ordering and provisioning of Sprint's features, functions, and resale

services.

- 24.2.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of features, functions, capabilities (except those associated with local trunking interconnection), and resale services.
- 24.2.3. Sprint shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet subscriber demand.
- 24.3. Street Index Guide (SIG). Within thirty (30) Days of CLEC's written request, Sprint shall provide to CLEC the SIG data, or its equivalent, in an electronic format mutually agreeable to the parties. All changes and updates to the SIG shall be provided to in a mutually agreed format and timeframe.
- 24.4. CLASS and Custom Features. Where generally available in Sprint's serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 24.5. Number Administration/Number Reservation
 - 24.5.1. Sprint shall provide testing and loading of CLEC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to CLEC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.
 - 24.5.2. In conjunction with an order for service, Sprint shall accept CLEC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.
 - 24.5.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint

shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

24.6. Service Order Process Requirements

24.6.1. Service Migrations and New Subscriber Additions

24.6.1.1. For resale services, other than for a CLEC order to convert "as is" a CLEC subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.

24.6.1.2. For services provided through UNEs, Sprint shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and CLEC will work cooperatively to minimize service interruptions during the conversion.

24.6.1.3. Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services or UNEs all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

24.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.

24.6.1.4.1. Any request made by CLEC to coordinate conversions after normal working hours, or on Saturday's or Sunday's or Sprint holidays shall be performed at CLEC's expense.

24.6.1.5. A general Letter of Agency (LOA) initiated by CLEC or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the

LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC or Sprint. CLEC and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

24.6.2. Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to CLEC's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.

24.6.3. Due Date

24.6.3.1. Sprint shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.

24.6.3.2. Sprint shall use best efforts to complete orders by the CLEC requested DDD within the intervals referenced in Part J.

24.6.4. Subscriber Premises Inspections and Installations

24.6.4.1. CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

24.6.4.2. Sprint shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own retail customers. The Parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

24.6.5. Firm Order Confirmation (FOC)

- 24.6.5.1. Sprint shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
- 24.6.5.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.
- 24.6.5.3. Sprint shall provide to CLEC the date that service is scheduled to be installed.

24.6.6. Order Rejections

- 24.6.6.1. Sprint shall reject and return to CLEC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.

24.6.7. Service Order Changes

- 24.6.7.1. In no event will Sprint change a CLEC initiated service order without a new service order directing said change. If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, CLEC shall initiate a revised service order. If requested by CLEC, Sprint shall then provide CLEC an estimate of additional labor hours and/or materials.

24.6.7.1.1. When a service order is completed, the cost of the work performed will be reported promptly to CLEC.

- 24.6.7.2. If a CLEC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of CLEC, Sprint, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.

24.7. Network Testing. Sprint shall perform all its standard pre-service testing

prior to the completion of the service order.

24.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

24.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, Sprint shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

24.10. Systems Interfaces and Information Exchanges

24.10.1. General Requirements

24.10.1.1. Sprint shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.

24.10.1.2. Until the Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept CLEC orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.

24.10.1.3. CLEC reserves the right to pursue the issue of Electronic Interface Availability in Sprint's *Local Competition Forum* or other proceedings of the Commission.

24.10.2. For any CLEC subscriber Sprint shall provide, subject to applicable rules, orders, and decisions, CLEC with access to CPNI without requiring CLEC to produce a signed LOA, based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.

24.10.2.1. The preordering Electronic Interface includes the provisioning of CPNI from Sprint to CLEC. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that

information by the requesting party.

- 24.10.2.2. Intentionally left blank.
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- 24.10.2.7. Intentionally left blank.
- 24.10.2.8. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC Electronic Interface to Sprint information systems to allow CLEC to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
- 24.10.2.9. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to schedule dispatch and installation appointments at Parity.
- 24.10.2.10. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to Sprint subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.
- 24.10.2.11. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to Sprint information systems which will allow CLEC to provide service availability dates at Parity.
- 24.10.2.12. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface which transmits status information on service orders at Parity. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

24.11. Standards

24.11.1. General Requirements. CLEC and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

24.12. Loss Notification. If a CLEC customer requests change of service providers to Sprint or a third party, Sprint shall provide CLEC with loss notification promptly via facsimile. CLEC reserves the right to pursue the issue of NDM loss notification in Sprint's Local Competition Forum or other Commission proceedings.

25. BILLING

25.1. 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.

25.2. Sprint shall bill CLEC for each service supplied by Sprint to CLEC pursuant to this Agreement at the rates set forth in this Agreement.

25.3. 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.

25.4. 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.

25.5. The Parties shall bill each other for services provided pursuant to this Agreement and in accordance with Part B, § 6 of this Agreement.

25.6. Intentionally Omitted.

25.7. Intentionally Omitted.

25.8. 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.

25.9. 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 daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).

- 25.10. 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.

26. PROVISION OF SUBSCRIBER USAGE DATA

- 26.1. This Section 26 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 billing. The parties agree to record call information for interconnection in accordance with this Section 26. 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. Sprint shall record for CLEC the messages that Sprint records for and bills to its end users. 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 Connect Direct, 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.
- 26.2. General Procedures
- 26.2.1. Sprint shall comply with various industry and OBF standards

referred to throughout this Agreement.

- 26.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 26.2.3. Sprint shall record all usage originating from CLEC subscribers using resold services or UNE switching, including UNE-P, ordered by CLEC, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
 - 26.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis.
 - 26.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with § 26.2.7
 - 26.2.3.3. Calls to Directory Assistance where Sprint provides such service to a CLEC subscriber.
 - 26.2.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to CLEC's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Telcordia EMI billing records.
 - 26.2.3.5. For Sprint-provided Centrex Service, station level detail.
- 26.2.4. 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.
- 26.2.5. Sprint shall provide to CLEC Recorded Usage Data for CLEC subscribers. Sprint shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.
- 26.2.6. Sprint shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and CLEC. CLEC shall not be required to bill CLEC subscribers any recurring or nonrecurring charges for services provided to CLEC's subscribers by Sprint or any third party except as specified explicitly in a separate written agreement.
- 26.2.7. Sprint will record 976/N11 calls and transmit them to the

information service provider for billing. Sprint will not bill these calls to either the CLEC or the CLEC's end user.

- 26.2.8. Sprint shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 26.2.9. Sprint shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 26.2.10. Sprint shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- 26.2.11. 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.
- 26.2.12. 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.

26.3. Charges

- 26.3.1. 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 customers.
- 26.3.2. 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).
- 26.3.3. Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, cartridge or CD-ROM) requested by CLEC as follows:
 - 26.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
 - 26.3.3.2. 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;
 - 26.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages, but if

Sprint desires billed name and address information for a CLEC customer for the purposes of such billing, Sprint will negotiate a separate agreement with CLEC for such information;

- 26.3.3.4. 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;
- 26.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
- 26.3.3.6. 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, except for invoices containing errors or received by CLEC as incomplete or corrupted.

26.3.4. 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.

26.4. Central Clearinghouse & Settlement

26.4.1. Sprint and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

26.4.2. 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.

26.5. Lost Data

26.5.1. 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 credit amounts CLEC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

- 26.5.2. 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 § 26.5.1 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.
- 26.5.3. Complete Loss. When Sprint is unable to recover data as discussed in § 26.5.1 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.
- 26.5.4. 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. The lost revenue amount agreed to by the parties shall be applied as a credit to CLEC for Services.
- 26.5.5. 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
- 26.5.6. 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.
- 26.5.7. 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.
- 26.6. Testing, Changes and Controls
- 26.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and Sprint.

26.6.2. 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.

26.6.3. Sprint Software Changes

- 26.6.3.1. 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.
- 26.6.3.2. Sprint shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.
- 26.6.3.3. 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.
- 26.6.3.4. 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.

26.6.4. CLEC Requested Changes:

- 26.6.4.1. CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Sprint.
- 26.6.4.2. When the negotiated changes are to be implemented, CLEC and/or Sprint shall arrange for testing of the modified data.

26.7. Information Exchange and Interfaces

26.7.1. 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.

26.7.2. Rejected Recorded Usage Data

- 26.7.2.1. 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.
- 26.7.2.2. Sprint may correct and resubmit to CLEC any messages returned to Sprint. CLEC will not return a message that has been corrected and resubmitted by Sprint, unless CLEC determines that the messages still cannot be rated and/or billed. Sprint will only assume liability for errors and unguideables caused by Sprint.

27. GENERAL NETWORK REQUIREMENTS

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.
- 27.4. Sprint shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 27.5. Sprint shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services 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.
- 27.6. All Sprint employees or contractors who perform repair service for CLEC subscribers shall follow Sprint standard procedures in all their communications with CLEC subscribers. These procedures and protocols shall ensure that:
 - 27.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
 - 27.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a “first come first served” basis regardless of whether the subscriber

is a CLEC subscriber or a Sprint subscriber.

- 27.7. 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.
- 27.8. 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 subscribers.
- 27.9. 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.
- 27.10. On all misdirected calls from CLEC subscribers requesting repair, Sprint shall provide such CLEC subscriber with the correct CLEC repair telephone number as such number is provided to Sprint by CLEC. Sprint agrees that CLEC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by CLEC.
- 27.11. 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 subscriber to determine if repairs were completed and confirm the trouble no longer exists.
- 27.12. Sprint shall perform all testing for resold Telecommunications Services.
- 27.13. 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.
- 27.14. 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.

28. MISCELLANEOUS SERVICES AND FUNCTIONS

28.1. General

- 28.1.1. To the extent that Sprint does not provide the services described in this Section 28 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by CLEC through

the existing service provider. CLEC must contract directly with the service provider for such services.

28.1.2. Basic 911 and E911 General Requirements

28.1.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to CLEC in accordance with the following:

28.1.2.2. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the ALI/DMS, to determine to which PSAP to route the call.

28.1.2.3. Basic 911 and E911 functions provided to CLEC shall be at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.

28.1.3. Basic 911 and E911 access from the CLEC local switch shall be provided to CLEC in accordance with the following:

28.1.3.1. If required by CLEC, Sprint, at CLEC's sole expense, shall interconnect direct trunks from the CLEC network to the E911 PSAP, or the E911 Tandems as designated by CLEC. Such trunks may alternatively be provided by CLEC.

28.1.3.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), CLEC shall participate in the provision of the 911 System as follows:

28.1.3.2.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

28.1.3.2.2. Host Sprint shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.

28.1.4. If a third party is the primary service provider to a government agency, CLEC shall negotiate separately with such third party with

regard to the provision of 911 service to the agency. All relations between such third party and CLEC are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.

- 28.1.5. If CLEC or its Affiliate is the primary service provider to a government agency, CLEC and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 28.1.6. Interconnection and database access shall be priced as specified in Part C.
- 28.1.7. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 28.1.8. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with CLEC data in an interval at Parity with that experienced by Sprint subscribers.
- 28.1.9. Sprint shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 28.1.10. The following are Basic 911 and E911 Database Requirements
 - 28.1.10.1. The ALI database shall be managed by Sprint, but is the property of the provider of the records.
 - 28.1.10.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.
 - 28.1.10.3. CLEC shall be solely responsible for providing CLEC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.
 - 28.1.10.4. Sprint and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Sprint shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall

accept electronically transmitted files that conform to NENA Version #2 format.

- 28.1.10.5. CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to Sprint.
- 28.1.10.6. CLEC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from CLEC. If Sprint detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) business days from when it was provided to Sprint. CLEC shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 28.1.10.7. Sprint agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.
- 28.1.10.8. Sprint shall adopt use of a CLEC Code (NENA standard five-character field) on all ALI records received from CLEC. The CLEC Code will be used to identify the CLEC of record in LNP/INP configurations.
- 28.1.10.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.
- 28.1.11. The following are basic 911 and E911 Network Requirements
 - 28.1.11.1. Sprint, at CLEC's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from CLEC's switch to a Sprint

selective router.

- 28.1.11.2. Sprint shall provide the selective routing of E911 calls received from CLEC's switching office. This includes the ability to receive the ANI of CLEC's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide CLEC with the appropriate CLLI codes and specifications regarding the Tandem serving area associated addresses and meet-points in the network.
- 28.1.11.3. CLEC shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. CLEC shall also ensure that its switch provides the line number of the calling station. Where applicable, CLEC shall send a ten-digit ANI to Sprint when there is an ANI failure the CLEC shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.
- 28.1.11.4. Each ALI discrepancy report shall be jointly researched by Sprint and CLEC. Corrective action shall be taken immediately by the responsible party.
- 28.1.11.5. Where Sprint controls the 911 network, Sprint should provide CLEC with a detailed written description of, but not limited to, the following information:
 - 28.1.11.5.1. Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.
 - 28.1.11.5.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.
 - 28.1.11.5.3. Technical specifications for network interface, Technical specifications for database loading and maintenance.
 - 28.1.11.5.4. Sprint shall identify special routing arrangements to complete overflow.
 - 28.1.11.5.5. Sprint shall begin restoration of E911 and/or E911 trunking facilities

immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

28.1.11.5.6. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

28.1.11.6. Sprint shall identify any special operator-assisted calling requirements to support 911.

28.1.11.7. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

28.1.11.8. Circuits shall have interoffice, loop and CLEC system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available CLEC systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

28.1.11.9. All 911 trunks must be capable of transmitting and receiving Baudot code or ASII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

28.1.12. Basic 911 and E911 Additional Requirements

28.1.12.1. All CLEC lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the CLEC number (if both are received from CLEC). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

28.1.12.2. Sprint shall work with the appropriate government agency to provide CLEC the ten-digit POTS number of

each PSAP which sub-tends each Sprint selective router/911 Tandem to which CLEC is interconnected.

- 28.1.12.3. Sprint shall notify CLEC 48 hours in advance of any scheduled testing or maintenance affecting CLEC 911 service, and provide notification as soon as possible of any unscheduled outage affecting CLEC 911 service.
- 28.1.12.4. CLEC shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide CLEC with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
- 28.1.12.5. CLEC may enter into subcontracts with third parties, including CLEC Affiliates, for the performance of any of CLEC's duties and obligations stated herein.
- 28.1.12.6. Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next twelve (12) months.
- 28.1.12.7. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to CLEC resulting from of any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.
- 28.1.12.8. Sprint shall identify process for handling of "reverse ALI" inquiries by public safety entities.
- 28.1.12.9. Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

28.2. Directory Listings Service Requests

- 28.2.1. These requirements pertain to Sprint's Listings Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in Directory Listings databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.
- 28.2.2. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create

a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.

- 28.2.3. Sprint will provide to CLEC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:
 - 28.2.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
 - 28.2.3.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.
 - 28.2.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.
 - 28.2.3.4. To ensure accurate order processing, Sprint or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:
 - 28.2.3.4.1. A matrix of NXX to central office;
 - 28.2.3.4.2. Geographical maps if available of Sprint service area;
 - 28.2.3.4.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
 - 28.2.3.4.4. Listing format rules;
 - 28.2.3.4.5. Standard abbreviations acceptable for use in listings and addresses;
 - 28.2.3.4.6. Titles and designations; and
 - 28.2.3.4.7. A list of all available directories and their Business Office close dates
- 28.2.4. Based on changes submitted by CLEC, Sprint shall update and maintain directory listings data for CLEC subscribers who:
 - 28.2.4.1. Disconnect Service;

- 28.2.4.2. Change CLEC;
 - 28.2.4.3. Install Service;
 - 28.2.4.4. Change any service which affects DA information;
 - 28.2.4.5. Specify Non-Solicitation; and
 - 28.2.4.6. Are Non-Published, Non-Listed, or Listed.
- 28.2.5. Sprint shall not charge for storage of CLEC subscriber information in the DL systems.
- 28.2.6. CLEC shall not charge for storage of Sprint subscriber information in the DL systems.
- 28.3. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Sprint.
- 28.3.1. This § 28.3 pertains to listings requirements published in the traditional white pages.
 - 28.3.2. Sprint shall include in its master subscriber system database all white pages listing information for CLEC subscribers in Sprint territories where CLEC is providing local telephone exchange services and has submitted a DSR.
 - 28.3.3. Sprint agrees to include one basic White pages listing for each CLEC customer located within the geographic scope of its White Page directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Sprint and other LEC customers.
 - 28.3.4. CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide CLEC with the appropriate format for provision of CLEC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information

as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

- 28.3.5. Sprint agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 28.3.6. CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- 28.3.7. In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.
- 28.3.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.
- 28.3.9. Sprint agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, provided that CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 28.3.10. Sprint will accord CLEC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to CLEC customer proprietary listing information will be

limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and CLEC will not be deemed a violation of this confidentiality provision.

28.3.11. Sprint will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Sprint refrain from doing so. Sprint and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. Any payments due to CLEC for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The parties acknowledge that the release of CLEC's customer listing to Sprint's directory publisher will not constitute the sale or license of CLEC's customer listing information causing any payment obligation to arise pursuant to this § 28.3.11.

28.4. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this § 28.4. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 28.4 are not binding upon Sprint's directory publisher.

28.4.1. Sprint's directory publisher will negotiate with CLEC concerning the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.

28.4.2. Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.

28.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.

- 28.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 28.3.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 28.4.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- 28.5. Directory Assistance Data. This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.
- 28.6. Systems Interfaces and Exchanges
- 28.6.1. Directory Assistance Data Information Exchanges and Interfaces
- 28.6.1.1. Subscriber List Information
- 28.6.1.1.1. Sprint shall provide to CLEC, within sixty (60) Days after the Approval Date of this Agreement, or at CLEC's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all

subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

28.6.1.1.2. CLEC shall provide directory listings to Sprint pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

28.7. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

PART I - REPORTING STANDARDS

29. GENERAL

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).

PART J – COLLOCATION**30. SCOPE OF COLLOCATION ATTACHMENT**

- 30.1. Sprint will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to Sprint pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Sprint's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)), to the extent available. Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).
- 30.2. Prices and fees for collocation and other services under this Agreement are contained in the price list attached hereto as Table Two. In the event Sprint files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs will control over Table Two as of the date the tariff becomes effective. The terms and conditions of this Agreement will control over any terms and conditions in the tariff.
- 30.3. This Agreement states the general terms and conditions upon which Sprint will grant to CLEC a non-exclusive license to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service as specifically identified on a completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as Attachment A). Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by Sprint or others in accordance with this Agreement.

31. TERMINATION OF COLLOCATION SPACE

- 31.1. Termination. CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to Sprint. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation Space. CLEC shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC's Guests; provided, however, that CLEC shall continue payment of monthly fees to Sprint until such date as CLEC has fully vacated the Collocation Space. CLEC will surrender the Collocation Space to Sprint in the same condition as when first occupied by CLEC, except for ordinary wear and tear.
- 31.2. CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an

Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

- 31.3. Upon termination of CLEC's right to possession without termination, CLEC shall surrender possession and vacate the Collocation Space within thirty (30) calendar days. Failure to surrender the Collocation Space within 30 days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.
- 31.4. Should Sprint under any section of this Agreement remove any of CLEC's equipment from its collocation space, Sprint will deliver to CLEC any equipment removed by Sprint only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Sprint under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 31.5. Surrender of Keys. CLEC shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.
- 31.6. If Sprint believes it has good cause to reclaim Collocation Space, or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to comply with any order or rule of the Commission or FCC, Sprint may advise CLEC of that fact. If CLEC agrees with Sprint, the space may be reclaimed. If CLEC does not agree with Sprint, either Party may seek dispute resolution pursuant to the dispute resolution process. Until the dispute is resolved, Sprint shall not reclaim the Collocation Space.
- 31.7. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

32. COLLOCATION OPTIONS

- 32.1. Cageless. Sprint will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint will allow CLEC to have access to its equipment and facilities 24 hours a day, 7 days a week without need for a

security escort provided that CLEC has met Sprint's safety and security requirements. Sprint may require CLEC to use a central entrance to the Sprint Central Office. Sprint shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

- 32.2. Caged. Sprint will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. Sprint will provide guidelines and specifications upon request. Based on CLEC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At CLEC's option, Sprint will permit CLEC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at CLEC's sole expense. CLEC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill CLEC directly for all work performed for CLEC and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. CLEC must provide the local Sprint building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Sprint will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

32.2.1. Sprint has the right to review CLEC's plans and specifications prior to allowing construction to start. Sprint will complete its review within fifteen (15) calendar days of receipt of such plans. Sprint has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Sprint can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.

- 32.3. Shared (Subleased) Caged Collocation. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests"). CLEC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

32.3.1. As Host, CLEC will be the sole interface and responsible party to Sprint for the purpose of submitting applications for initial and

additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Sprint will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a CLEC.

- 32.3.2. Sprint will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocator.
- 32.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest 30 days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 32.4. Adjacent Collocation. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed. The Parties, if a mutual agreement cannot be reached, Sprint will decide the location, subject to zoning or other state and local regulations and planned use by the Parties for telecommunications infrastructure.
 - 32.4.1. CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Sprint point of interconnection. Should CLEC elect such an option, CLEC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
 - 32.4.2. Sprint maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of CLEC. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Sprint may require

CLEC to correct any deviations from approved plans found during such inspection(s).

- 32.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, CLEC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's.
- 32.4.4. Subject to CLEC being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the CLEC to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Sprint Premises.
- 32.5. Contiguous Space. To the extent possible, Sprint will provide CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 32.6. Virtual Collocation. Sprint will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.323).
 - 32.6.1. CLEC may from time to time, lease to Sprint, at no cost to Sprint, equipment that meet applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
 - 32.6.2. Virtually collocated equipment shall be purchased by CLEC. Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.
 - 32.6.3. Sprint will, at a minimum, install, maintain, and repair CLEC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties. The following services are not covered by this Agreement:
 - 32.6.3.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;
 - 32.6.3.2. service of attached, related, collateral or ancillary equipment or software not covered by this section;

- 32.6.3.3. repairing damage caused to CLEC's collocated equipment by persons other than Sprint, or its authorized contractors, or
- 32.6.3.4. repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of Sprint.
- 32.6.4. CLEC warrants that Sprint shall have quiet enjoyment of the equipment. Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of Sprint and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.
 - 32.6.4.1. In the event Sprint's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Sprint may give written notice to CLEC and all of Sprint's obligations relating to the affected equipment shall terminate immediately.
- 32.6.5. Sprint's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to CLEC at rates agreed on by the Parties or as filed in a tariff and approved by the Commission.
- 32.7. Collocation of Splitters
 - 32.7.1. Splitters may be installed in the CLEC's physical collocation space or installed and maintained by Sprint in a common area on racks leased by the CLEC.
 - 32.7.2. Customer will provide all splitters.
 - 32.7.3. Physical Collocation of Splitters. There are two wiring configurations associated with the DSLAMS installed in CLEC's physical collocation space:

- 32.7.3.1. the DSLAM is direct wired to the POTS Splitter; and
- 32.7.3.2. the DSLAM is direct wired to the MDF.
- 32.7.4. All wiring connectivity from CLEC's Splitter(s) (Sprint analog voice input to the splitter and combined analog voice/data output from the splitter) will be cabled out to the Sprint distribution frame for cross connection with jumpers. CLEC will install splitter. Sprint will provide and, if requested, install the cabling from CLEC's Collocation Space to Sprint's main distribution frame at pricing set forth in Table Two.

32.7.5. Installation

32.7.5.1. Installing Splitters and Cabling

- 32.7.5.1.1. Sprint agrees to place the Splitters in the applicable Central Offices in an appropriate location chosen by Sprint. Sprint will use reasonable efforts to install the Splitter in a relay rack or bay as close to the main distribution frame as is reasonably practicable. Unless otherwise agreed upon in writing between the Parties, rack space will be allocated on a shelf by shelf basis.
- 32.7.5.1.2. Sprint agrees that, upon the request of CLEC, it shall cause the Splitters to be plainly, permanently, and conspicuously marked, by metal tag or plate supplied by CLEC to be affixed thereto, indicating CLEC's ownership of the Splitters. Sprint will not remove, destroy or obliterate any such marking. Sprint agrees to keep all Splitters free from any marking or labeling which might be interpreted as a claim of ownership thereof by Sprint or any party other than the CLEC.

- 32.7.5.2. CLEC will pay for Splitter Shelf in common area at pricing set forth in Table Two.
- 32.7.5.3. All wiring connectivity from CLEC's splitter (Sprint analog voice input to the splitter and combined analog voice/data output from the Splitter) will be cabled out to the Sprint main distribution frame for cross connection with jumpers if practicable.
- 32.7.5.4. Sprint will provide and install the cabling from the Splitter(s) to Sprint's main distribution frame and from the Splitter(s) to CLEC's Collocation Space at pricing set forth in Table Two.

32.7.6. Providing and Replacing Cards

- 32.7.6.1. CLEC is responsible for ordering and providing to Sprint splitter cards as necessary to effectively operate the Splitter. Sprint will install such cards per CLEC's instructions. CLEC will provide one empty card for every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity. CLEC is responsible for Splitter assignments and monitoring for exhaust based on block and pin assignments.

32.7.6.2. Card and Splitter Replacement

32.7.6.2.1. During the term of each License that includes Splitters, Sprint agrees to replace the Splitter cards if requested to do so by CLEC. Sprint and CLEC shall take efforts to minimize possible service disruptions, including, but not limited to, replacing Splitter cards during maintenance windows. Sprint will not use the Splitters for any purposes other than that for which they were designed. Sprint may perform these obligations through Sprint's employees or any qualified company.

32.7.6.2.2. CLEC will provide replacement cards and replacement Splitters as required. Replacement Splitters will be either new or of like-new quality. Upon CLEC's written request, Sprint will return the replaced Splitter(s) to CLEC. CLEC agrees to pay the full costs of transportation of

replacement Splitters to and from Sprint's central office.

32.7.6.2.3. Sprint shall perform replacement of the cards and the Splitters on a time and materials basis at pricing set forth in Table Two.

32.7.6.2.4. Upon termination of any License that includes Splitters (by expiration or otherwise) Sprint will insure that the Splitter is in as good operating order, repair, condition and appearance as when received, less normal wear and tear, and excepting physical damage, loss, destruction, theft or governmental taking in which case the provisions of Section 10 shall apply. CLEC agrees to provide Sprint via pre-paid delivery with a medium for packaging and transportation of such Splitter. CLEC absolves Sprint of any damage, which may occur as a result of Splitter transportation to CLEC.

32.7.6.2.5. The following services are not covered by this Agreement:

32.7.6.2.5.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;

32.7.6.2.5.2. service of attached, related, collateral or ancillary equipment or software not covered by this Agreement;

32.7.6.2.5.3. repairing damage caused to the Splitter by persons other than Sprint, or its authorized contractors, or

32.7.6.2.5.4. repairing damage to other property or equipment caused by operation of the Splitter and not caused by the sole negligence of Sprint.

32.7.7. Co-operative Testing and Inspection

32.7.7.1. CLEC agrees that operation of the Splitters will not commence before CLEC provides a device to Sprint,

which will allow Sprint to test when it installs the Splitters and cabling.

- 32.7.7.2. If the splitter is not placed in CLEC's physical collocation space, Sprint agrees to allow CLEC to have reasonable, escorted access to the Splitters and the termination points for cooperative testing and inspection upon the request of either party, at a time mutually agreeable to both parties and in accordance with Sprint's Co-operative Testing Policy. The requesting party agrees to pay the other party's actual costs calculated on a time and material basis.
- 32.7.7.3. When the CLEC is provided test access to the splitter and its termination points, CLEC will at all times permit only those of its employees, contractors, or agents to make such testing who are properly certified as qualified under reasonable terms and conditions determined by Sprint within its sole discretion, and under such contract arrangements reasonably required by Sprint of CLEC.

33. DEMARCATION POINT

- 33.1. Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At CLEC's request, Sprint will identify the location(s) of other possible demarcation points available to CLEC, and CLEC will designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to CLEC's equipment that is available.
- 33.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 33.3. At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to CLEC at its equipment, at CLEC's designated demarcation point. When CLEC elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel.

34. APPLICATION PROCESS

- 34.1. Upon CLEC's selection of a Premises in which it desires to collocate its

Equipment, Sprint will provide a then current collocation application form (the "Application") to CLEC. CLEC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s), an estimate of the amount of square footage required (or, in the case of Cageless Collocation, bay space), as well as the associated power requirements, floor loading, and heat release of each piece.

34.1.1. CLEC will complete the Application, and return it, along with the appropriate Application Fee, to Sprint. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Sprint will not process an Application until both the Application and the applicable Application fee are received.

34.1.2. Application Augment Fee. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.

34.1.3. No Subsequent Fee. Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Sprint, Sprint will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify Sprint of the modifications or additional equipment prior to installation.

34.1.4. If Collocation Space is unavailable or CLEC withdraws its request, the Application fee, less the costs incurred by Sprint (e.g. engineering record search and administrative activities required to process the Application) will be refunded.

34.2. Multiple Methods. If CLEC wishes Sprint to consider multiple methods for collocation on a single Application, CLEC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If CLEC provides adequate information and its

preferences with its Application, Sprint may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per application. Sprint will not select for CLEC the type of collocation to be ordered.

- 34.3. Within ten (10) calendar days after receiving CLEC's Application for collocation, Sprint must inform CLEC whether the Application meets each of Sprint's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, CLEC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs CLEC that there is a deficiency in an Application, Sprint must provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.
- 34.4. Revisions. All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 34.5. Space Availability Response. Sprint shall provide confirmation of space availability within ten (10) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) calendar days for every five (5) additional Applications received.
 - 34.5.1. Sprint will notify CLEC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
 - 34.5.2. In order to increase the amount of space available for collocation, Sprint will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 34.6. Denial of Application. After notifying the CLEC that Sprint has no available space in the requested Central Office ("Denial of Application"), Sprint will allow the CLEC, upon request, to tour the entire Central Office within ten (10) calendar days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Sprint within five (5) calendar days of the Denial of Application.
 - 34.6.1. If CLEC contests Sprint's notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution

of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Sprint will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

- 34.6.2. On a first come, first serve basis, Sprint will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
- 34.6.3. Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied space at a Sprint Premises and challenges Sprint on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its collocation request within thirty (30) calendar days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Sprint will advise CLEC as to its position on the list.
- 34.6.4. If CLEC's Application for Physical Collocation is denied due to lack of space, Sprint will place CLEC on the waiting list for collocation in particular Premises according to the date CLEC submitted its Application and not the date of denial for lack of space.
- 34.6.5. Sprint will maintain on its Website a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) calendar days of the date at which a Premises runs out of physical collocation space.
- 34.7. Price Quote. Sprint will provide a price quote within thirty (30) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) calendar days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 34.8. CLEC has sixty-five (65) calendar days from receipt of the quotation to accept the quotation in writing. The quotation expires after sixty-five (65) calendar days. After sixty-five (65) calendar days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, CLEC does not notify Sprint that physical collocation should

proceed.

- 34.9. Bona Fide Firm Order (BFFO). CLEC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a BFFO. The BFFO must be received by Sprint no later than sixty-five (65) calendar days after Sprint's provisioning of the price quote in response to CLEC's Application. If CLEC makes changes to its Application in light of Sprint's written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a Revision.
- 34.10. Space preparation for the Collocation Space will not begin until Sprint receives the BFFO and all applicable fees, including all non-recurring charges required by Sprint at the time of the BFFO.

35. SPACE RESERVATION

- 35.1. The parties may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

36. PROVISIONING INTERVALS

- 36.1. Sprint will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) calendar days of receipt of a BFFO. Sprint will complete construction of Adjacent Collocation arrangements (as defined in 32.4) within one hundred twenty (120) calendar days of receipt of a BFFO. If Sprint is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver.

37. CONSTRUCTION AND COMMENCEMENT OF BILLING

- 37.1. Sprint shall permit CLEC or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such CLEC subcontractor shall be subject to Sprint's security standards. Sprint reserves the right to reject any CLEC subcontractor upon the same criteria that Sprint would use on its own subcontractors. CLEC will notify Sprint in writing when construction of physical collocation space is complete.
- 37.2. Sprint Inspection. Sprint shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification

to Sprint when CLEC has completed its installation of equipment and facilities in the Collocation space, and Sprint shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify CLEC that Sprint is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Sprint not to inspect such Collocation space. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

- 37.3. To the extent Sprint performs the construction of the Physical Collocation Arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by Sprint as the result of Revision applicable to construction of any Collocation Space. CLEC will pay all applicable fees, including any nonrecurring charges required by Sprint, prior to Sprint commencing construction of the collocation space.
- 37.4. Extraordinary Construction Costs. CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Sprint to prepare the Collocation space for the installation of CLEC 's equipment and for extraordinary costs to maintain the Collocation space for CLEC 's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Sprint will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. Sprint must advise CLEC if extraordinary costs will be incurred.
- 37.5. Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its

agents.

- 37.6. Acceptance Walk Through. Sprint will notify CLEC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Sprint will commence to correct any deviations to CLEC's original or jointly amended requirements within five (5) calendar days after the walk through. If CLEC does not conduct an acceptance walk through within 15 days of the notification that the Collocation Space construction is complete, CLEC will be deemed to have accepted the Collocation Space and billing will commence.
- 37.7. If, at anytime, CLEC cancels its order for Physical Collocation, Caged, Shared Cage, or Adjacent Space Collocation, or Virtual Collocation, CLEC will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide CLEC with a detailed listing showing the costs incurred.

38. EQUIPMENT

- 38.1. Equipment Type. CLEC may only locate equipment necessary for interconnection to Sprint and accessing Sprint's unbundled network elements (to the extent available under this Agreement, if any) in accordance with Applicable Rules, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 CFR 51.323(b-c).
- 38.2. CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.
- 38.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (NEBS), but Sprint will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If Sprint denies collocation of CLEC's equipment, citing safety standards, Sprint must provide to CLEC within five (5) business days of the denial a list of all equipment that Sprint locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Sprint contends the competitor's equipment fails to meet. In the event that Sprint believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) calendar days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal

resolution of the dispute. While the dispute is pending, Sprint will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, CLEC will not activate the equipment during the pendency of the dispute.

- 38.4. CLEC must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If CLEC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days of CLEC's acceptance of Sprint's price quote, or other time period mutually agreed to by the CLEC and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. CLEC will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide CLEC with a detailed listing of the costs.

39. AUGMENTS AND ADDITIONS

- 39.1. When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay the CLEC's operation. CLEC will notify Sprint of the modifications or additional equipment prior to installation.
- 39.2. Sprint will provide reduced intervals, not to exceed the interval for a new collocation space, to CLEC with existing physical collocation space that requests augments. In such instances, the CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the CLEC's point of termination.
- 39.3. The reduced provisioning interval will apply only when CLEC provides a complete Application accompanied by the applicable Application Fee.
- 39.4. CLEC must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. If special or major construction is required, Sprint will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for augments.

40. USE OF COMMON AREAS

- 40.1. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and

the parking areas for vehicles of persons while working for or on behalf of CLEC at the Collocation Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas, as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, consistent with CLEC's right to access its Collocation Space.

- 40.2. Water. Sprint, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Sprint, for the non-exclusive use of CLEC, Sprint and any other building occupant. CLEC shall not waste or permit the waste of water.
- 40.3. Security Service. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to CLEC's Collocation Space. Sprint shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or CLEC equipment unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.
- 40.4. Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

41. CROSS CONNECTIONS

- 41.1. Adjacent in this Section 41 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. 51.323(k)(3).
- 41.2. For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services:
 - 41.2.1. Interconnection. Sprint, at its sole discretion, shall permit CLEC to interconnect its network, via cross-connect facilities ("X-C"), with that of another adjacently collocated telecommunications carrier at the Sprint Premises. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of the

CLEC per the CLEC's request.

- 41.3. X-C is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises, provided that the collocated equipment is used for interconnection with Sprint and/or for access to the Sprint's unbundled network elements. Sprint shall provide such X-C connections from CLEC's collocation arrangement to another collocation arrangement of CLEC within the same Sprint premises, or to a collocation arrangement of another TC in the same Sprint premises. X-C is provided at the same transmission level from CLEC to another TC.
- 41.4. Sprint will provision cross-connects in compliance with 41CFR 51.323(h).

42. RATES

- 42.1. The rates for collocation are listed on Table Two.
- 42.2. If CLEC is the first collocator in the Sprint premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 42.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Sprint is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Sprint benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Sprint be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade.
- 42.4. Facility Modifications
 - 42.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
 - 42.4.2. If a non-requesting party benefits from the modification, e.g.

using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.

- 42.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 42.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred of the modification, the subsequent party may pay a lower cost.
- 42.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

43. SPRINT SERVICES AND OBLIGATIONS

- 43.1. Environmental Controls. Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLEC to Sprint in its Application which CLEC hereby represents to Sprint is sufficient to allow the CLEC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.
 - 43.1.1. If CLEC locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Sprint.

If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

- 43.2. Electricity. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by the CLEC in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space. CLEC shall also pay for additional electricity provided via these circuits.
- 43.2.1. CLEC covenants and agrees that Sprint shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.
- 43.2.2. CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLEC's equipment shall not exceed the requested capacity.
- 43.2.3. Central office power supplied by Sprint into the CLEC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.
- 43.2.4. Sprint shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, interconnection, or provision of service.
- 43.2.5. Sprint power equipment supporting CLEC's equipment shall:
- 43.2.5.1. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;

- 43.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar Sprint equipment;
 - 43.2.5.3. Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;
 - 43.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of CLEC equipment plus or minus 2 feet to the left or right of CLEC's final request; and
 - 43.2.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.
 - 43.2.5.6. Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
 - 43.2.5.7. Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
 - 43.2.5.8. Sprint will provide CLEC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in Sprint facility. Sprint shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.
- 43.3. Fire Safety System. Subject to the provisions of Section 0 hereof, Sprint may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Sprint shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.
- 43.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.

- 43.3.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide Sprint and Sprint's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Sprint agrees to provide CLEC with notice of its intent to access CLEC's Collocation Space where, in Sprint's sole discretion, such notice is practicable; provided, however, that no failure of Sprint to give such notice will affect Sprint's right of access or impose any liability on Sprint. Sprint will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of CLEC, its employees, agents or invitees, in which case CLEC shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the CLEC shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify Sprint.
- 43.3.3. CLEC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Sprint is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Sprint, its officers, agents or employees.
- 43.4. Repairs. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Sprint's normal business practices.
- 43.4.1. Sprint shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If Sprint shall fail to commence such repairs or maintenance within twenty (20) Days after written notification, provided that such delays are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to Sprint, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

- 43.4.2. Sprint shall, where practical, provide CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Sprint; provided, however, that CLEC shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

- 43.4.3. The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to Sprint within ten (10) Days after being billed for such repairs and maintenance by Sprint.
- 43.5. Sprint shall provide CLEC with notice via email three (3) Business Days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Sprint learns that such outage has occurred.
- 43.6. Interruption of Services. Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Sprint agrees to use its best efforts not to interfere with CLEC's use of Collocation Space. Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint.
 - 43.6.1. No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render Sprint liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.
- 43.7. Access. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, CLEC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.
 - 43.7.1. Sprint, at CLEC's expense, may issue non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation Space.
 - 43.7.2. Sprint may issue access cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise building security.

- 43.7.3. Sprint reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Sprint may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Sprint personnel, or on Sundays and state and federal or other holidays recognized by Sprint, or, if CLEC's Collocation Space is not fully segregated from areas of the Premises containing Sprint equipment, shall be subject to such reasonable rules and regulations as Sprint may from time to time prescribe for its own employees and third party contractors.
- 43.7.4. To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Sprint assumes no responsibility and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, provided that such damage is not the result of gross negligence or willful misconduct on the part of Sprint.
- 43.8. Access Right of Sprint. Sprint shall have access to CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the CLEC's Collocation Space has been established, and if conditions permit, Sprint will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.
 - 43.8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Sprint.

- 43.8.2. To use any means Sprint may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Sprint by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation Space or any portion thereof.

44. CLEC'S OBLIGATIONS

- 44.1. Inspection and Janitorial. CLEC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLEC shall promptly notify Sprint of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 44.2. Security Arrangements. CLEC agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:
 - 44.2.1. CLEC will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the Premises. The list will include the social security numbers of all such individuals. Sprint may reasonably object to any person on the list, in which case that person will be denied entry into the building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint.
 - 44.2.2. CLEC is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. CLEC will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.
 - 44.2.3. CLEC's employees, agents, invitees and vendors must display identification cards at all times.
 - 44.2.4. CLEC will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
 - 44.2.5. Removal of all furniture, equipment or similar articles will be

based on local Sprint security practices. These security practices will not be more stringent for CLEC than Sprint requires for its own employees or Sprint's contractors.

- 44.2.6. Before leaving the Collocation Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this section.
- 44.2.7. CLEC agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to CLEC, to CLEC personnel while on Sprint Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personal at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 44.2.8. CLEC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Sprint. CLEC shall promptly update this information as changes occur.
- 44.3. Electricity. CLEC will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in CLEC facility. CLEC shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 44.4. Uninterruptible Power Supply (UPS). CLEC shall not provision and/or install UPS systems within the Sprint premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 44.5. Electro-Chemical Stationary Batteries. CLEC shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 44.6. Interruption of Services. CLEC shall provide Sprint with written notice three (3) business days prior to those instances where CLEC or its subcontractors perform work, which is to be a known service affecting activity. CLEC will inform Sprint by e-mail of any unplanned service

outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.

44.7. Telephone. CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.

44.8. Fire Protection Systems. CLEC shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.

44.8.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by Sprint and CLEC shall reimburse Sprint for the cost thereof in the same proportion as the size of the CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.

44.9. Hazardous Materials. CLEC shall identify and shall notify Sprint in writing of any Hazardous Materials CLEC may bring onto the Premises, and will provide Sprint copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, *et seq.*). CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. CLEC will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

44.9.1. CLEC shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable

state regulations if such regulations are more stringent.

- 44.9.2. If Sprint discovers that CLEC has brought onto Sprint's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Sprint may, at Sprint's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to Sprint, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.
- 44.9.3. CLEC shall indemnify and hold harmless Sprint, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Sprint or asserted against Sprint by any other party or parties (including, without limitation, Sprint's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials.
- 44.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the

termination, cancellation, modification or recession of this Agreement.

44.10. Various Prohibited Uses. CLEC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

44.10.1. CLEC shall not exceed the Uniformly Distributed Live Load Capacity. Sprint shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide Sprint with equipment profile information prior to installation authorization.

44.10.2. CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Sprint.

44.10.3. CLEC shall not use the name of the Building or Sprint for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.

44.10.4. CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Sprint.

44.10.5. CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform.

CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

- 44.10.6. CLEC shall not, without the prior written consent of Sprint install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 44.10.7. CLEC shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 44.10.8. CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 44.10.9 CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 44.11. Rules of Conduct. CLEC, its employees, agents, contractors, and business invitees shall:
 - 44.11.1. comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and
 - 44.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 44.12. Alterations. CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of

CLEC.

- 44.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. CLEC shall permit Sprint to inspect all construction operations within the Collocation Space.
- 44.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLEC or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.
- 44.12.3. All fixtures and other equipment to be used by CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.
- 44.13. Fireproofing Policy. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Sprint. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Sprint's fireproofing policy, any penetrations by CLEC, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by CLEC with Sprint-approved fire barrier sealants, or by Sprint at CLEC's cost.
- 44.14. Equipment Grounding. CLEC equipment shall be connected to Sprint's grounding system.
- 44.15. Representations and Warranties. CLEC hereby represents and warrants that the information provided to Sprint in any Application or other documentation relative to CLEC's request for telecommunications facility

interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that CLEC has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

45. BUILDING RIGHTS

- 45.1. Sprint may, without notice to CLEC:
 - 45.1.1. Change the name or street address of the Premises;
 - 45.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
 - 45.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
 - 45.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLEC's safes;
 - 45.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
 - 45.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at CLEC's sole risk and responsibility;
 - 45.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Sprint shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;
 - 45.1.8. Do or permit to be done any work in or about the Collocation

Space or the Premises or any adjacent or nearby building, land, street or alley;

- 45.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless Sprint exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;
- 45.1.10. Close the Building at such reasonable times as Sprint may determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to CLEC's right to access.
- 45.2. If the owner of the Building or Sprint sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Sprint's performance under this Agreement shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.
- 45.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

46. INSURANCE

- 46.1. During the term of this Agreement, CLEC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:
 - 46.1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;
 - 46.1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000

combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;

- 46.1.3. Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
 - 46.1.4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and
 - 46.1.5. "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within the Property, naming Sprint as loss payee. CLEC may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur.
- 46.2. Nothing contained in this Section shall limit CLEC's liability to Sprint to the limits of insurance certified or carried.
 - 46.3. All policies required of the CLEC shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.
 - 46.4. CLEC shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Sprint.
 - 46.5. Sprint will carry not less than the insurance coverages and limits required of CLEC.

47. INDEMNIFICATION

- 47.1. CLEC shall indemnify and hold Sprint harmless from any and all claims arising from:
 - 47.1.1. CLEC's use of the Collocation Space;
 - 47.1.2. the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation Space or elsewhere;
 - 47.1.3. any and all claims arising from any breach or default in the performance of any obligation on CLEC's part to be performed under the terms of this Agreement; and
 - 47.1.4. any negligence of the CLEC, or any of CLEC's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
- 47.2. If any action or proceeding is brought against Sprint by reason of any such claim, CLEC, upon notice from Sprint, shall defend same at CLEC's expense employing counsel satisfactory to Sprint. CLEC, as a material part of the consideration to Sprint, hereby assumes all risk of damage to property or injury to persons in, upon or about the Collocation Space arising from any cause other than the sole negligence of Sprint, and CLEC hereby waives all claims in respect thereof against Sprint.
- 47.3. CLEC shall at all times indemnify, defend, save and hold harmless Sprint clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation Space. CLEC shall give Sprint written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce CLEC's liability under this Section.
 - 47.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLEC shall give Sprint written notice thereof as soon as CLEC obtains such knowledge.
 - 47.3.2. CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of CLEC, from obtaining such discharge

and release if CLEC fails or refuses to do the same within the thirty-day period.

- 47.3.3. If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

48. LIMITATION OF LIABILITY

- 48.1. SPRINT SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY SPRINT'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.
- 48.2. SPRINT WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT SPRINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

49. PARTIAL DESTRUCTION

- 49.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the Collocation Space to its previous condition. CLEC's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, Sprint notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation Space. If Sprint does not elect to terminate CLEC's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.
- 49.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, CLECs, customers or business invitees, unless Sprint otherwise elects, the CLEC's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, CLEC shall reimburse Sprint for the cost of such repairs, or CLEC shall repair such damage, including damage to the Building and the area

surrounding it, and the License Fee shall not abate.

- 49.3. If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within ninety (90) Days of such casualty, terminate CLEC's rights to the applicable Collocation Space by giving written notice of its intent to terminate CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

50. EMINENT DOMAIN

- 50.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, CLEC's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Sprint shall have the right to terminate CLEC's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to CLEC for such cancellation, and the CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

51. BANKRUPTCY

- 51.1. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, Sprint may, if Sprint so elects but not otherwise, and with or without notice of such election or other action by Sprint, forthwith terminate this Agreement.

52. ASBESTOS

- 52.1. CLEC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and CLEC is hereby notified that the Premises in which the

Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). CLEC agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that CLEC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide CLEC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.

53. MISCELLANEOUS

- 53.1. **Brokers.** CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Sprint from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 53.2. **Agreement Effective.** Submission of this instrument for examination or signature by Sprint does not constitute a reservation of or option for license, and it is not effective, as a license or otherwise, until execution and delivery by both Sprint and CLEC.
- 53.3. **Representations.** Neither Sprint nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.
- 53.4. **Work Stoppages.** In the event of work stoppages, Sprint may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any emergency operating procedures established by Sprint to deal with work stoppages.
- 53.5. **Authorized Representatives.** The individuals executing this Agreement on behalf of CLEC represent and warrant to Sprint they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

Table Two

Rate Element Description		
Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	\$ 3,106.79	N/A
Augment Fee	\$ 982.52	N/A
Space Report (per wire center)	\$ 927.13	N/A
Security Cage		
Security Cage - Engineering	\$ 414.10	N/A
Security Cage - Construction (per Linear Foot)	\$ 25.35	N/A
Grounding (per 100 Square Foot Caged Space)	N/A	\$ 23.34
Floor Space		
Floor Space (per Square Foot)	N/A	\$ 8.75
Floor Space (per Equipment Bay)	N/A	\$ 85.75
Grounding (per Equipment Bay)	N/A	\$ 2.92
DC Power + AC Power		
Power Costs (per Load Ampere Ordered)	N/A	\$ 14.94
Power Costs (per Connection to Power Plant up to 50 Amps)	\$ 2,076.09	\$ 42.17
Power Costs (per Connection to Power Plant 51-100 Amps)	\$ 3,631.32	\$ 65.85
Power Costs (per Connection to Power Plant 101-200 Amps)	\$ 6,511.88	\$ 120.28
AC Outlet Installation (per 20 amp outlet)	\$ 851.32	N/A
Overhead Lights (per set of 2)	\$ 1,066.32	N/A
Cabling		
Internal Cable (per 24-Fiber Cable Arrangement)	N/A	\$ 84.93
Conduit Space (per foot from 1 st manhole to vault [for Fiber Cable])	N/A	\$ 0.05
Vault (per Fiber Cable Access)	N/A	\$ 6.78
Riser Space (per foot from vault to cage [for Fiber Cable])	N/A	\$ 0.08
Cross Connect Facilities		
DS0 Switchboard Cable (per 100 Pair)	N/A	\$ 31.26
DS0 Co-Carrier Direct Cabling (per 100 Pair Switchboard Cable)	\$ 516.81	\$ 7.05
DS1 Cross Connect (per DS1 in 28-pack Increments)	N/A	\$ 1.53
DS1 Co-Carrier Direct Cabling (per DS1 28-pack Cable)	\$ 645.66	\$ 9.94
DS3 Cross Connect (per DS3 in 12-pack Increments)	N/A	\$ 22.56
DS3 Co-Carrier Direct Cabling (per DS3 12-pack Cable)	\$ 1572.41	\$ 19.60
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 40.46
Optical Co-Carrier Direct Cabling (per 4-Fiber Cable)	\$ 208.83	\$ 9.98
Security Card & Labor Charges (Physical or Virtual)		
Security Card (per Card)	\$ 15.00	N/A
Maintenance (per 1/4 hour increments)	\$ 12.19	N/A

Line Sharing		
96-Line Splitter Shelf	N/A	\$18.84
Cross-Connects (per 100 DS0), MDF to Splitter in Common Area,	N/A	\$24.31
Cross-Connects (per 100 DS0), Splitter in Common Area to Collocation Arrangement	N/A	\$18.40
Cross-Connects (per 100 DS0), MDF to Collocation Arrangement (see switchboard cable)		
Adjacent Onsite Collocation	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	\$ 4,586.42	N/A
Augment Fee	\$ 1,397.39	N/A
Space Report (per wire center)	\$ 927.13	N/A
Security Card (per Card)	\$ 15.00	N/A
Land Space		
Land Space (per Square Foot)	N/A	\$ 0.39
AC Power – if not available from power company		
Power Costs (per Kilowatt Hour)	N/A	\$ 0.08
Power Costs (per 100 Amp Single-phase, 6 linear feet or less)	\$ 4,363.43	\$ 45.71
Power Costs (per 100 Amp Three-phase, 6 linear feet or less)	\$ 5,420.18	\$ 56.78
Power Costs (per 100 Amp Single-phase, more than 6 linear feet)	ICB	ICB
Power Costs (per 100 Amp Three-phase, more than 6 linear feet)	ICB	ICB
Cabling		
Internal Cable (per 25-Fiber Cable Arrangement)	N/A	\$ 84.93
Conduit Space (per 4" conduits, CO to Adjacent Structure)	\$ 8,386.87	\$ 87.85
Conduit Space (per linear foot from 1 st manhole to vault [for Fiber Cable])	N/A	\$ 0.05
Vault (per Fiber Cable Access)	N/A	\$ 6.78
Riser Space (per foot from vault to cage [for Fiber Cable])	N/A	\$ 0.08
Dedicated Cable Racking (per Site)	\$ 1,448.90	\$ 2.23
Cross Connect Facilities		
DS0 Switchboard Cable (per 100 DS0)	N/A	\$ 32.98
DS1 Cross Connect (per single DS1 connection)	N/A	\$ 1.65
DS3 Cross Connect (per single DS3 connection)	N/A	\$ 24.52
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 46.37
Security Card		
Security Card (per Card)	\$ 15.00	N/A
Labor Charges (Physical or Virtual)		
Maintenance (per 1/4 hour increments)	\$ 12.19	N/A
Remote Terminal Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB

IN WITNESS WHEREOF, Sprint and CLEC has caused this Agreement to be executed by its duly authorized representatives.

“Sprint”

“CLEC”

By: William E. Cheek

By: Cynthia M. Batchelder

Name (typed): William E. Cheek

Name: Cynthia M. Batchelder

Title: AVP – Strategic Sales & Account Management

Title: Regional Vice President, AT&T

Date: 11/18/04

Date: 11/17/04

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

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

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

On January 27, 2005, Central Telephone Company – Nevada d/b/a Sprint of Nevada (“Sprint”) and AT&T Communications of Nevada, 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 AT&T Communications of Nevada, 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 27th day of January, 2005 served a copy of the foregoing documents 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

Bill Peacock
AT&T Communications of NV, Inc.
P.O. Box 6994
Douglasville, GA 30154

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:

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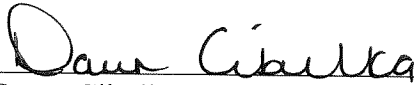
Steve Schorr
Cox Communications
121 S. Martin Luther King Blvd.
Las Vegas, NV 89106
Steven.schorr@cox.com

I hereby certify the foregoing documents are being made available for inspection at website Internet address: www.sprint.com/regulatory.

The foregoing documents are available in electronic format or paper format by sending a request to:

Paper: Dawn Cibulka
Sprint of Nevada
330 South Valley View Boulevard
Las Vegas, Nevada 89107

Electronic: dawn.m.cibulka@mail.sprint.com


Dawn Cibulka, an employee of Central
Telephone Company – Nevada d/b/a Sprint
of Nevada