

Master Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between Local Line America, Inc. ("CLEC") and The United Telephone Company of Pennsylvania ("Sprint") (herein collectively the "Parties"), dated this 19th day of December, 2003 for the State of Pennsylvania.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection and Resale Agreement for the State of Pennsylvania entered into by and between Sprint and Metro Teleconnect Companies, Inc. dated August 15, 2003 (herein referred to as the "Adopted Agreement"), amended as follows:

TERM:

This Agreement shall be in force for the period commencing with the date set forth above, and will expire August 14, 2005 consistent with the Adopted Agreement.

MODIFICATIONS:

PARTIES:

Local Line America, Inc. is hereby substituted in the Adopted Agreement for Metro Teleconnect Companies, Inc.

NOTICES:

Section 20.1 is hereby amended to read:

If to Local Line America, Inc.:

Amy Topper, Chief Financial Officer
EZ Phone, Inc.
1095 Home Ave., Suite B Rear
PO Box 4656
Akron, Ohio 44310

To Sprint:

Director – Local Carrier Services
Sprint
6480 Sprint Parkway

Mailstop: KSOPHM0316-3B925
Overland Park, KS 66251

TRIENNIAL REVIEW ORDER:

1. DEFINITIONS

1.1 The Adopted Agreement is amended to add the following definitions:

“Commingle” means the act of Commingling.

“Commingling” means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that CLEC has obtained at wholesale from Sprint or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services.

“Copper Loop” is a stand-alone local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (*e.g.*, DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper Loops are in service or held as spares. The copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.

“Dark Fiber Loop” is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

“Demarcation Point” is that point on the loop where Sprint’s control of the facility ceases, and the End User Customer’s control of the facility begins.

“DS1 Loop” is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.

“DS3 Loop” is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.

“Fiber-to-the-home Loop” (“FTTH Loop”) means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user’s customer premises.

“High Frequency Portion of the local Loop” (“HFPL”) is defined as the frequency range above the voice band on a copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Sprint to the end-user customer.

“Hybrid Loop” means a local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.

“Non-qualifying Service” means a service that is not a Qualifying Service.

“Qualifying Service” means a telecommunications service that competes with a telecommunication service that has traditionally been the exclusive or primary domain of Sprint, including but not limited to, local exchange service, such as plain old telephone service, and access services, such as digital subscriber line services and high-capacity circuits.

1.2 The following definitions in the Adopted Agreement are modified as follows:

“Common Transport” provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint’s network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.

“Dedicated Transport” provides a local interoffice transmission path between Sprint Wire Centers or switches. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem Switch.

“Enhanced Extended Link” (“EEL”) for purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network.

“Local Loop” refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the demarcation point (e.g. Network Interface Device) at a customer’s premises, to which

CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, FTTH loops, DS1 loops, DS3 loops and Dark Fiber Loops.

1.3 The following definition is deleted from the Adopted Agreement:

“High Frequency Spectrum Unbundled Network Element” (“HFS UNE”) is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.

2. TERMS AND CONDITIONS

2.1 The entire Part E Network Elements Section is deleted and replaced by the following Part E Network Elements Section.

PART E - NETWORK ELEMENTS

1. General

1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements (“UNEs”) such that CLEC will be able to subscribe to and interconnect to whichever of these unbundled elements CLEC requires for the purpose of offering Qualifying Services to its customers. CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is CLEC’s obligation to combine Sprint-provided UNEs with any facilities and services that CLEC may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part B, Section 4 of this Agreement.

2. UNBUNDLED NETWORK ELEMENTS

2.1. Sprint shall offer UNEs to CLEC for the purpose of offering a Qualifying

Service to CLEC subscribers. CLEC may not access UNEs for the sole purpose of providing Non-qualifying Services. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

- 2.2. CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party.
- 2.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.

3. BONA FIDE REQUEST PROCESS

- 3.1. The receiving Party shall promptly consider and analyze access to UNEs or combinations of UNEs not specifically covered in this Agreement with the submission of a Bona Fide Request ("BFR") hereunder.
- 3.2. A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request.
- 3.3. The requesting Party may cancel a BFR at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 3.4. Within ten (10) calendar days of its receipt, the receiving Party shall acknowledge receipt of the BFR.
- 3.5. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, the receiving Party shall provide to the requesting Party a preliminary analysis of such BFR. If applicable, the preliminary analysis shall confirm whether the receiving Party will offer access to the UNE, including whether it is technically or operationally feasible.
- 3.6. Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) calendar days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 3.7. The receiving Party shall promptly proceed with the BFR upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested

services, determine their availability, calculate the applicable prices and establish installation intervals.

- 3.8. As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, the receiving Party shall provide to the requesting Party a BFR Quote which will include, at a minimum, a description of each service or UNE, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) calendar days of its receipt of the BFR Quote, the requesting Party must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 3.10. If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B of this Agreement.

4. INDIVIDUAL CASE BASIS PRICING

- 4.1. Individual Case Basis (ICB) pricing will be provided by Sprint upon request from the CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 4.2. Sprint will process ICB Pricing requests upon receipt from the CLEC. Sprint will provide CLEC a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

5. NETWORK INTERFACE DEVICE

- 5.1. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 5.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair

cable.

- 5.3. CLEC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, CLEC may request them pursuant to the process detailed in Section 43 herein.
- 5.4. Sprint will provide CLEC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Table One will apply.
- 5.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 5.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to CLEC's NID and shall maintain a connection to ground that meets applicable industry standards. Each Party shall ground its NID independently of the other party's NID.
- 5.7. When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Attachment 1. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Attachment 1.

6. LOOP

- 6.1. Sprint will provide CLEC access to Local Loops as defined in Part A including Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops, DS3 Loops, and Dark Fiber Loops. The following section includes the terms and conditions for Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops and DS3 Loops. Terms and conditions for the provision of Dark Fiber Loops are set forth in Section 16 of this Agreement. Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops is contained in Section 18.
- 6.2. At CLEC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.
 - 6.2.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").

6.2.2. Cooperative testing will be provided by Sprint at CLEC's expense. Sprint technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not respond within 3 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.

6.2.3. Sprint will charge CLEC at the rates set out on Table One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC end user's side of the Demarcation Point.

6.3. Analog Loop Capabilities

6.3.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the CLEC's end user's premises. CLEC shall not install equipment on analog Loops that exceeds the specified bandwidth.

6.3.2. Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops, based on available facilities.

6.3.3. Where necessary equipment is not available, CLEC requests will be processed through the ICB process. Sprint will provide routine network modifications as provided herein. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.

6.4. Digital Loops

6.4.1. Sprint will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which CLEC may deploy advanced services. Deployment of advanced services over digital loops by CLEC will be consistent with the terms and conditions contained in 6.6 and 6.7 of this section. On digital Loops, Sprint will only provide electrical continuity and line balance.

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

6.4.3. Where necessary equipment is not available, CLEC requests will be processed through the ICB process. Sprint will provide routine

network modifications as provided herein. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.

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

6.5. Non-Standard Digital Loops

6.5.1. If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 6.4 are applicable.

6.6. Adherence to National Industry Standards

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

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

6.6.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;

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

6.6.2.3. Has been successfully deployed by any CLEC without significantly degrading the performance of other services.

- 6.6.2.4. Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 6.6.2.3, the burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 6.6.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 6.6.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 6.6.2, the degraded service shall not prevail against the newly deployed technology.
- 6.6.5. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 6.6.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 6.6.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
- 6.6.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393
Generic Requirements for ISDN Basic Access Digital
Subscriber Lines.
- 6.6.7.2. For HDSL installations: Telcordia TA-NWT-001210
Generic Requirements for High-Bit-Rate Digital

Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

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

6.6.7.4. As an alternative to Section 6.6.7.1 CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.

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

6.7.1. Upon request, Sprint shall provide to CLEC:

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

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

6.7.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

6.7.2. In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

6.7.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

6.7.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);

- 6.7.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.
 - 6.7.2.4. Hybrid Loops. Sprint will provide CLEC access to Hybrid Loops for the provision of broadband and narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.
 - 6.7.2.5. When CLEC requests access to a Hybrid Loop for the provision of broadband service, Sprint will provide CLEC, on an unbundled basis, with non-discriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 and DS3 capacity, to the extent the Commission or FCC has determined that impairment exists, to establish a transmission path between Sprint's Central Office and the CLEC's end-user's premises.
- 6.7.3. When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will
- 6.7.3.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or
 - 6.7.3.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

6.8. Fiber-to-the-home Loop (FTTH Loop)

- 6.8.1. New builds. Sprint will not provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed a FTTH Loop to an end-user's customer premises that was not previously served by any loop facility.
- 6.8.2. Overbuilds. Sprint will not provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed a FTTH Loop parallel to, or in replacement of, an existing loop facility, except that:
 - 6.8.2.1. Sprint will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless

Sprint has the retired the Copper Loop as set forth below.

- 6.8.2.2. If Sprint deploys FTTH Loop and maintains the existing Copper Loop, Sprint will restore the Copper Loop to serviceable condition upon request.
 - 6.8.2.3. If Sprint deploys FTTH Loop and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop.
 - 6.8.2.4. Prior to retiring Copper Loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.
- 6.9. DS1 Loops. Sprint will provide DS1 Loops except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to unbundled DS1 Loops at a specific end-user location. For DS1 Loops that are operational on the date the Commission or FCC makes a finding of no impairment, CLEC will transition the DS1 Loops to another service within a time frame established by the Commission or agreed to by the Parties.
- 6.10. DS3 Loops. Sprint will provide DS3 Loops except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to unbundled DS3 Loops at a specific customer location, up to a maximum of two unbundled DS3 Loops for any single customer location where DS3 Loops are available as unbundled Loops. For DS3 Loops that are operational on the date the Commission or FCC makes a finding of no impairment, CLEC will transition the DS3 Loops to another service within a time frame established by the Commission or agreed to by the Parties.
- 6.11. Dark Fiber Loops. Sprint will provide CLEC Dark Fiber Loops on an unbundled basis except where the Commission or FCC has determined that requesting Telecommunication Carriers are not impaired without access to a Dark Fiber Loop to a specific customer location. Specific terms and conditions for providing Dark Fiber Loops are contained in this Part of this Agreement.
- 6.12. Tag and Label. At CLEC's request, Sprint will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

- 6.12.1. Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.
- 6.12.2. Tag and Label is available on the following types of Loops: 2- and 4-wire analog Loops, 2- and 4-wire xDSL capable Loops, 2- and 4-wire digital Loops, and DS1 4-wire Loops.
- 6.12.3. CLEC must specify on the order form whether each Loop should be tagged and labeled.
- 6.12.4. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

7. SUBLOOPS

- 7.1. Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Sprint will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement.
- 7.2. Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Sprint's outside plant, including inside wire owned or controlled by Sprint, and the end-user premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Sprint is not obligated to offer feeder loop plant as a stand-alone UNE.
 - 7.2.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.
- 7.3. Multiunit premises wiring. Sprint will make available to CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises,

including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation.

- 7.3.1. An accessible terminal is any point in Sprint's network where a technician can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
- 7.3.2. Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.
- 7.4. Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 7.5. Deployment of advanced services by CLEC over subloops will be in accordance with the terms included in 6.7 and 6.8 of this section.
- 7.6. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

8. LOCAL CIRCUIT SWITCHING

- 8.1. Sprint will offer access to unbundled Local Circuit Switching, including Tandem Switching, except to the extent the Commission or FCC determines that Local Circuit Switching is not required to be unbundled. Where Sprint is required to offer unbundled Local Circuit Switching Sprint will offer, in conjunction with Local Circuit Switching, Tandems Switching, Shared Transport, and access to signaling and call related databases as set forth in this Agreement.
- 8.2. Local Circuit Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the

features, functions, and capabilities that the underlying Sprint switch providing such Local Circuit Switching function provides for Sprint's own services. Functionality may include, but is not limited to:

- 8.2.1. line signaling and signaling software;
 - 8.2.2. digit reception;
 - 8.2.3. dialed number translations;
 - 8.2.4. call screening;
 - 8.2.5. routing;
 - 8.2.6. recording;
 - 8.2.7. call supervision;
 - 8.2.8. dial tone;
 - 8.2.9. switching;
 - 8.2.10. telephone number provisioning;
 - 8.2.11. announcements;
 - 8.2.12. calling features and capabilities (including call processing);
 - 8.2.13. Centrex, or Centrex like services;
 - 8.2.14. Automatic Call Distributor (ACD);
 - 8.2.15. CLEC presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities;
 - 8.2.16. testing and other operational features inherent to the switch; and,
 - 8.2.17. switch software.
- 8.3. Until the Commission or FCC establishes a maximum number of DS0 loops that a requesting Telecommunications Carrier can serve for each geographic market through unbundled switching, Sprint is not required to provide Local Circuit Switching under this Section 8 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas, or 24 or more lines to a single CLEC end user location in all other areas. The Parties agree to abide by the cutoff established by the Commission or FCC and will agree to an implementation plan, if the maximum is less than the limitation in this section and/or applied to additional geographic markets, within thirty (30) days of the Commission's or FCC's determination.
- 8.4. If the Commission or FCC determines that Sprint is not required to

provide Local Circuit Switching for end-users served using DS0 capacity loops, CLEC must commit to an implementation plan to migrate its embedded unbundled local circuit switching customers within two months of the Commission's or FCC's determination. CLEC may no longer obtain access to unbundled local circuit switching five (5) months after the Commission or FCC determination. CLEC will submit orders to migrate its embedded base of end-user customers off of the unbundled circuit switching element in accordance with the following timetable measured from the date of the Commission or FCC determination:

- 8.4.1. CLEC will submit orders for one-third (1/3) of all its unbundled local circuit switching end-user customers within thirteen (13) months of the date of the Commission or FCC determination.
- 8.4.2. CLEC will submit orders for one-half (1/2) of its remaining unbundled local circuit switching end-user customers within twenty (20) months of the date of the Commission or FCC determination.
- 8.4.3. CLEC will submit orders for its remaining unbundled local circuit switching end-user customers within twenty-seven (27) months of the date of the Commission or FCC determination.
- 8.5. Where the Commission determines that impairment would be cured by transitional access to Local Circuit Switching on an unbundled basis, Sprint will provide Local Switching on an unbundled basis for ninety (90) days or other time frame established by the Commission or FCC. CLEC will submit an order to migrate each end-user off of unbundled Local Switching within ninety (90) days, or other or applicable time frame, of the provision of the Local Circuit Switching.
- 8.6. CLEC will migrate end-users served using Local Circuit Switching and DS1 or above capacity loops to an alternative arrangement within one-hundred and eighty (180) days of October 2, 2003, unless the Commission files a petition with the FCC to rebut the national determination of no impairment. If the FCC denies the petition, CLEC will migrate end-users served using Local Circuit Switching and DS1 or above capacity loops to an alternative arrangement within ninety (90) days of the FCC's determination.
- 8.7. Sprint will provide customized routing at CLEC's request where technically feasible. Customized routing enables the CLEC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the CLEC to route their customer's operator handled traffic to a different provider. CLEC requests will be processed through the ICB process. Pricing will be on a time and materials basis.

8.8. Technical Requirements

- 8.8.1. Sprint shall provide its standard recorded announcements (as designated by CLEC) and call progress tones to alert callers of call progress and disposition. CLEC will use the BFR process for unique announcements.
- 8.8.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to CLEC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by CLEC.
- 8.8.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.
- 8.8.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.

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

- 8.9.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 8.9.2. Coin phone signaling;
- 8.9.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements, except Sprint will not provide Primary Rate where the Commission determines, as provided in Section 8.6, that Local Circuit Switching to provide DS1 or above capacity loops is not required;
- 8.9.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
- 8.9.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and
- 8.9.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems), except where the Commission determines, as provided in Section 8.6, that Local Circuit Switching to provide DS1 or above capacity loops is not required.

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

9. TANDEM SWITCHING

- 9.1. Sprint will offer unbundled Tandem Switching in conjunction with unbundled Local Circuit Switching only where the Commission or FCC determines that unbundled Local Circuit Switching is required to be provided. Where Sprint is no longer required to provide Tandem Switching CLEC will agree to a time line to transition from unbundled Tandem Switching within thirty (30) days of the Commission or FCC finding.
- 9.2. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch). A host/remote end office configuration is not a Tandem Switching arrangement. Sprint will provide CLEC access to the same shared transport facilities connected to the Tandem Switch that Sprint provides to its end users.
- 9.3. Technical Requirements
 - 9.3.1. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 9.3.2. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by CLEC.
 - 9.3.3. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block CLEC traffic and leave its traffic unaffected or less affected).
 - 9.3.4. The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and

Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

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

10. SHARED TRANSPORT

- 10.1. Sprint will offer access to shared transport in conjunction with unbundled local switching only where the Commission or FCC determines that unbundled local circuit switching is required to be provided. Shared transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.
- 10.1.1. Sprint may provide Shared Transport over DS0, DS1, DS3, STS1 or higher transmission bit rate circuits, at Sprint's discretion.
- 10.1.2. Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Shared Transport.

11. DEDICATED TRANSPORT

- 11.1. Sprint will offer unbundled access to DS1 dedicated interoffice transmission facilities, or transport, except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to dedicated DS1 transport along a particular route. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated DS1 interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers or switches owned by Sprint and that have a total digital signal speed of 1.544 megabytes per second. Where Sprint is providing DS1 Transport and the Commission or FCC determines that a requesting Telecommunications Carrier is not impaired, within thirty (30) days of the Commission or FCC finding, Sprint and CLEC will agree to a time frame to transition the DS1 Transport to another service.
- 11.2. Sprint will offer unbundled access to DS3 dedicated interoffice transmission facilities, or transport, except where the Commission or FCC has determined that requesting telecommunications carriers are not impaired without access to dedicated DS3 transport along a particular route. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated DS3 interoffice transmission

facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers or switches owned by Sprint and that have a total digital signal speed of 44.736 megabytes per second. CLEC may only obtain up to a maximum of twelve (12) unbundled dedicated DS3 circuits for any single route for which unbundled dedicated DS3 transport is available. Where Sprint is providing DS3 Transport and the Commission or FCC determines that a requesting Telecommunications Carrier is not impaired, within thirty (30) days of the Commission or FCC finding, Sprint and CLEC will agree to a time frame to transition the DS3 Transport to another service. If CLEC has more than twelve (12) unbundled dedicated DS3 circuits for any single route, CLEC will transition the transport to another arrangement within thirty (30) days of the effective date of this Agreement.

- 11.3. Sprint will provide nondiscriminatory access to Dark Fiber transport on an unbundled basis pursuant to this Agreement, except where the Commission or FCC has found that requesting Telecommunications Carriers are not impaired without access to unbundled Dark Fiber transport along a particular route. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

- 11.3.1. Technical Requirements for DS1 and DS3 Dedicated Transport

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

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

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

12. SIGNALNG SYSTEMS

- 12.1. Sprint will offer unbundled access to Sprint's signaling network in conjunction with unbundled Circuit Switching where CLEC purchases unbundled Local Circuit Switching for a particular end user, to the extent that Local Circuit Switching is required to be unbundled by the Commission or FCC.
- 12.2. Sprint will offer signaling using the same signaling transfer points (STPs) and signaling links which Sprint uses to provide signaling to its own end users.
- 12.3. Terms and conditions for allowing the CLEC to connect its switch with Sprint's signaling system are included in Section 20 of this Agreement.

13. CALL-RELATED DATABASES WITH UNE SWITCHING

- 13.1. Sprint will include unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint, where CLEC purchases unbundled Local Circuit Switching for a particular end user, to the extent that that Local Circuit Switching is required to be unbundled by the Commission or FCC. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment.
- 13.2. The terms and conditions for allowing CLEC to connect its switch or signaling system to Sprint's call-related databases are included in Section 20 of this Agreement.
- 13.3. Sprint will provide unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture in the same manner, and via the same signaling links, as Sprint, where CLEC purchases unbundled Local Circuit Switching for a particular end user at no additional charge.
- 13.4. Line Information Database (LIDB)
 - 13.4.1. The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries in conjunction with unbundled local switching and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers to determine

if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).

13.4.1.1. Sprint shall process CLEC's subscribers' records in LIDB at Parity with Sprint subscriber records.

13.4.1.2. Sprint shall perform backup and recovery of all of CLEC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

13.4.1.3. Sprint will provide storage of CLEC end user's numbers in the Line Information database (LIDB), where CLEC purchases unbundled local circuit switching for a particular end user, at no additional charge.

13.5. Calling Name Database (CNAM).

13.5.1. The CNAM database is a transaction-oriented database accessible via the CCS network. It contains name records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with Caller ID with Name.

13.5.2. Sprint will store CLEC Caller Names in the Sprint CNAM Database at parity with how Sprint stores its own end users information. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries in the same manner, and via the same signaling links, as Sprint where CLEC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.

13.5.3. Sprint will provide storage of CLEC end user's numbers in the CNAM Database and access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries, where CLEC purchases unbundled local circuit switching for a particular end user, at no additional charge.

13.6. Toll Free Number Database

13.6.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from STPs. The Toll Free records stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

- 13.6.1.1. Sprint shall make the Sprint Toll Free Number Database available for CLEC to query in the same manner, and via the same signaling links, as Sprint where CLEC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.
- 13.6.1.2. The Toll Free Number Database shall return CLEC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.
- 13.6.1.3. Sprint will provide access to its Toll Free Number Database for purpose of receiving and responding to queries, where CLEC purchases unbundled local circuit switching for a particular end user, at no additional charge.

13.7. Local Number Portability Local Routing Query Service

- 13.7.1. TCAP messages originated by CLEC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN.
- 13.7.2. Sprint will provide the LNP Query Service in the same manner, and via the same signaling links, as Sprint where CLEC purchases unbundled local circuit switching, to the extent that that local circuit switching is required to be unbundled by the Commission or FCC.
- 13.7.3. Sprint will provide access to the LNP Query Service for purpose of receiving and responding to queries, where CLEC purchases unbundled local circuit switching for a particular end user, at no additional charge.

14. OPERATIONS SUPPORT SYSTEMS (OSS)

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

15. LOOP MAKE-UP INFORMATION

- 15.1. Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 15.2. Information provided to the CLEC will not be filtered or digested in a manner that would affect the CLEC's ability to qualify the loop for advanced services.
- 15.3. Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.
- 15.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLEC.
- 15.5. Sprint may provide the requested Loop Make-Up Information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.
- 15.6. If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:
 - 15.6.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
 - 15.6.2. If Sprint undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will be charged a Loop Make-Up Information Charge; and
 - 15.6.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 6 of this Agreement.

16. DARK FIBER

- 16.1. General Rules and Definition

- 16.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- 16.1.2. Sprint will unbundle Dark Fiber for the Dedicated Transport, Loop and Sub-loop network elements in accordance with the FCC's Triennial Review Order (CC Docket No. 96-98) and as set forth in this Agreement, except where the Commission or FCC has determined that a requesting Telecommunications Carrier is not impaired without such access. Dark fiber is not a separate network element, but a subset of Dedicated Transport and Loop network elements. In addition to the terms in this section, any rules, guidelines and Agreement provisions for these network elements, including accessibility, will apply to Dark Fiber.

16.2. Fiber Availability

- 16.2.1. Spare fibers in a sheath are not considered available if Sprint has plans to put the fiber in use within the current year or the following year.
- 16.2.2. Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes. Sprint will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.
- 16.2.3. Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

16.3. Interconnection Arrangements

- 16.3.1. Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by CLEC to locate the optical electronic equipment necessary to "light" leased Dark Fiber.
- 16.3.2. The CLEC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel.
- 16.3.3. If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Sprint will purchase and install intraoffice cabling at the CLEC's expense. This process is outside the scope of this agreement.
- 16.3.4. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark

Fiber in order to carry Telecommunications Services is the responsibility of the CLEC.

16.4. Dark Fiber Application and Ordering Procedure

- 16.4.1. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.
- 16.4.2. Within twenty (20) business days of receipt of DFA, Sprint will provide CLEC with a response regarding fiber availability and price.
 - 16.4.2.1. If Dark Fiber is not available, Sprint will notify CLEC of the DFA rejection.
 - 16.4.2.2. CLEC will follow the Dispute Resolution Process outlined in Part B of this Agreement if CLEC wishes to contest the rejection.
- 16.4.3. If Dark Fiber is available, CLEC will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the requested Dark Fiber for the CLEC during these ten (10) business days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- 16.4.4. After ten (10) business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.
- 16.4.5. The CLEC will submit a firm order for Dark Fiber via the local service request (LSR) or access service request (ASR), as appropriate.
- 16.4.6. By submitting the Dark Fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.
- 16.4.7. Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow CLEC to extend due date for firm order completion up to sixty (60) business days from the date Sprint receives firm order from CLEC. This extended due date must be specified on the firm order.
 - 16.4.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:

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

16.4.7.1.2. a third party submits firm order for same Dark Fiber. If this occurs, CLEC must begin compensating Sprint for monthly recurring and non-recurring charges in order to reserve fiber, once Sprint is able to provide Dark Fiber to CLEC.

16.5. Maintenance and Testing

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

16.5.2. Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order.

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

16.5.4. Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.

16.5.5. Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLEC requirements.

16.6. Rules for Take Back

16.6.1. Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.

16.6.2. Sprint will provide CLEC twelve (12) months written notice prior to taking back fiber.

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

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

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

17. VOICE UNE-P AND EEL

17.1. Combination of Network Elements

- 17.1.1. CLEC may order Unbundled Network Elements either individually or in the combinations, including VOICE UNE-P and EEL as specifically set forth in this Section of the Agreement.
- 17.1.2. For the purpose of this section, wholesale services includes both services CLEC procures for resale pursuant to 251(c)(4) and exchange access service purchased from Sprint's access tariffs.

17.2. General Terms and Conditions

- 17.2.1. Sprint will allow CLEC to order each Unbundled Network Element individually in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network.
- 17.2.2. CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement. Sprint will provide CLEC access to VOICE UNE-P and EEL as provided in this Agreement. CLEC is not required to

own or control any of its own local exchange facilities before it can purchase or use VOICE UNE-P or EEL to provide a telecommunications service under this Agreement. Any request by CLEC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 3 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

- 17.2.3. The provisioning of VOICE UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.
- 17.2.4. Sprint shall not be required provide VOICE UNE-P for CLEC where Sprint is not required to provide unbundled Local Circuit Switching pursuant to Section 8.3 of this Part E. Sprint may audit CLEC's UNE-P customer base in accordance with the audit provisions of Part B of this Agreement to ensure CLEC's adherence to the Exemption.
- 17.2.5. Specific Combinations and Pricing
- 17.2.6. In order to facilitate the provisioning of VOICE UNE-P and EEL Sprint shall support the ordering and provisioning of these specific combinations as set forth below.
- 17.2.7. Sprint Offers the Following Combinations of Network Elements
- 17.2.8. Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.
- 17.2.9. Sprint will offer the combination of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P, where Sprint is required to provide unbundled local switching, at the applicable recurring charges and non-recurring charges as specified in Table One for VOICE UNE-P plus the applicable Service Order Charge. Sprint will also bill CLEC for applicable Usage Data Recording and Transmission Charges as indicated in Table One.
 - 17.2.9.1. Until such time as Sprint can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local

Tandem Switching), these charges will be billed to CLEC at the recurring flat rate charge reflected in Table One. Upon the implementation of the necessary operational modifications, Sprint will convert from billing CLEC based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.

- 17.2.9.2. Reciprocal compensation for UNE-P Local Traffic and ISP-Bound Traffic that originates and terminates within the same switch shall be on a bill and keep basis.
 - 17.2.9.3. Sprint will provide originating and terminating access records to CLEC for access usage over UNE-P. CLEC will be responsible for billing the respective originating and/or terminating access charges directly to the IXC.
 - 17.2.9.4. Sprint will provide CLEC toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 3 of this Agreement.
- 17.2.10. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.
- 17.2.10.1. Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein, where Sprint is required to provide unbundled dedicated transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges. Sprint will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade/DS0, DS1, or DS3 Dedicated Transport facilities (DS0 dedicated transport is only available between Sprint central offices) for CLEC's provision of circuit switched telephone exchange service to CLEC's end users.

17.2.10.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.

17.2.10.3. In order to obtain the following EELS, a requesting CLEC must provide certification that it satisfies the following service eligibility criteria for each circuit. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this section.

17.2.10.4. EEL Combinations

17.2.10.4.1. Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.

17.2.10.4.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service (either special access or resale).

17.2.10.4.3. Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.

17.2.10.4.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).

17.2.10.4.5. Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.

17.2.10.4.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).

17.2.10.4.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.

17.2.10.4.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.

17.2.10.4.9. Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

17.2.10.5. EEL Eligibility Criteria

17.2.10.5.1. CLEC must have a state certification to provide local voice service;

17.2.10.5.2. Each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

17.2.10.5.3. Each circuit to be provided to each CLEC customer must be assigned one local number prior to the provision of service over the circuit;

17.2.10.5.4. Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;

17.2.10.5.5. Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;

17.2.10.5.6. Each circuit to be provided to each customer must terminate into a collocation governed by 251(c)(6) at a Sprint central office within the same LATA as the CLEC's customer's premises.

17.2.10.5.7. For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service interconnection trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an interconnection arrangement with Sprint for the meaningful exchange of Local

Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and

17.2.10.5.8. Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

17.2.10.6. Sprint reserves the right, upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. Sprint will hire and pay for an independent auditor to perform the audit. CLEC will reimburse Sprint if the audit report concludes that CLEC failed to comply with the service eligibility criteria. Sprint may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to Sprint's audit rights in Part B of this Agreement.

18. LINE SPLITTING

18.1. Line Splitting

18.1.1. Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.

- 18.1.2. Unbundled loops purchased as part of UNE-P may be used in a Line Splitting arrangement. In this configuration, CLEC leases the entire UNE Loop from Sprint, and Sprint performs operational activities necessary to allow the CLEC to extract the high frequency loop spectrum so that CLEC or another carrier can utilize the high frequency portion of the leased loop.
 - 18.1.3. Whenever CLEC purchases the unbundled loop either as part of UNE-P or otherwise, CLEC shall control the entire loop spectrum.
 - 18.1.4. Sprint shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop.
- 18.2. When either CLEC or the other carrier orders Line Splitting using CLEC's OCN, CLEC will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Sprint will bill the other carrier for the Line Splitting charges.

19. MODIFICATIONS TO SPRINT'S EXISTING NETWORK

- 19.1. Modifications to Unbundled Loop and Dedicated Transport Facilities
 - 19.1.1. Sprint will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates.
 - 19.1.1.1. In the case of unbundled loop facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Sprint ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may also include activities needed to enable CLEC to obtain access to a Dark Fiber Loop. Routine network modifications may entail activities such as accessing

manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for CLEC.

19.1.2. Sprint will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates.

19.1.2.1. In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable CLEC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

19.2. Loop Conditioning

19.2.1. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Sprint will condition loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Sprint recommends that CLEC utilize the Loop Make-Up process in Section 15 prior to submitting orders for loops intended for advanced services.

2.2 NEW PARTS

The following new Parts will be added to the Adopted Agreement.

PART K

1. LINE SHARING

1.1. 84. General Terms

84.1 Sprint shall make available the HFPL for line sharing by CLEC pursuant to the following terms and conditions.

84.1.1 Grandfathered HFPL. For HFPLs that are in service prior to October 2, 2003, Sprint will offer HFPL at the rate effective on October 2, 2003 as long as that HFPL remains in service to the particular CLEC end-user.

84.1.1.1 CLEC may purchase additional HFPL from October 2, 2003 to October 1, 2004. Sprint will not provide access to additional HFPL after October 1, 2004.

84.1.1.2 For the HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL portion of the Loop will be 25% of the applicable UNE Loop rate for October 2, 2003 through October 1, 2004.

84.1.1.3 For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 50% of the applicable UNE Loop rate for October 2, 2004 through October 1, 2005.

84.1.1.4 For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 75% of the applicable UNE Loop rate for October 2, 2005 through October 1, 2006. After October 1, 2006, CLEC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

84.1.2 Sprint shall provide access to the HFPL at its central office locations and at any accessible terminal in the outside copper loop plant, subject to CLEC having an effective collocation agreement and the availability of space.

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

84.1.3.1 Sprint will not provide HFPL where copper facilities do not exist.

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

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

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

84.1.6 Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE digital loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates; provided that:

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

84.1.6.2 CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as

specified in Table One (excluding conditioning charges).

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

1.2. 84.2 Information to be Provided

84.2.1 In connection with the provision of HFPL, Sprint shall provide to CLEC the information specified in Section 6.7.

84.2.2 In connection with the provision of HFPL, CLEC shall provide to Sprint the information specified in Section 6.7.

84.2.3 In connection with the provision of HFPL, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

1.3. 84.3 Conditioning, Testing, Maintenance

84.3.1 Sprint will condition HFPL in accordance with Section 19.2. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.

84.3.2 If Sprint declines a CLEC request to condition a loop and Sprint is unable to satisfy CLEC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the Commission that conditioning the specific loop in question will significantly degrade voiceband services.

84.3.3 At the installation of retail voice service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects the CLEC to deploy the testing capability for its own specialized services. If CLEC requests testing other than basic installation testing as indicated above, Sprint and CLEC will negotiate terms and charges for such testing.

84.3.4 Any additional maintenance of service conducted at CLEC's request by Sprint on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Sprint and CLEC.

84.4 Deployment and Interference

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

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

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

- 84.4.3.1 Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 84.4.3.2 Is approved by an industry standards body, the FCC, or any state commission, or;
 - 84.4.3.3 Has been successfully deployed by any CLEC without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph, the burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 84.5 If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the CLEC and give them a reasonable opportunity to correct the problem. CLEC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and the CLEC are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the CLEC's technology is the cause of the interference, the CLEC will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 84.6 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 84.7 When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable, the degraded service shall not prevail against the newly deployed technology.

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

85 FORECAST

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

86. INDEMNIFICATION

- 86.1 Each Party, whether a CLEC or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.
- 86.2 For any technology, CLEC represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plant, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation.

Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm.

PART L

87. CALL-RELATED DATABASES

87.1 Sprint will offer access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment.

87.2 Line Information Database (LIDB)

87.2.1 The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries in conjunction with unbundled local switching and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers to determine if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).

87.2.2 Technical Requirements

- 87.2.2.1 Prior to the availability of Local Number Portability, Sprint shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by CLEC.
- 87.2.2.2 Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with CLEC, shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.
- 87.2.2.3 Sprint shall perform the following LIDB functions for CLEC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.
- 87.2.2.4 Sprint shall process CLEC's subscribers' records into LIDB at Parity with Sprint subscriber records. With respect to other LIDB functions Sprint shall indicate to CLEC what additional functions (if any) are performed by LIDB in their network.
- 87.2.2.5 Sprint shall perform backup and recovery of all of CLEC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

87.2.3 Compensation and Billing

- 87.2.3.1 Access by CLEC to LIDB information in Sprint's LIDB Database - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
- 87.2.3.2 Access to Other Companies' LIDB Database - Access to other companies' LIDB shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for LIDB queries and switching of \$0.065 for a combined rate of \$0.0685.

87.2.4 Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by CLEC and CLEC's customers is limited to obtaining LIDB responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a LIDB response. CLEC will prohibit in its tariff or contracts with its customers or other third parties the capture, caching or storage of LIDB response information and passing of any information obtained from a LIDB query response on to any third party.

87.3 Calling Name Database (CNAM)

87.3.1 The CNAM database is a transaction-oriented database accessible via the CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'.

87.3.2 Technical Requirements

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

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

87.3.3 Compensation and Billing

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

87.3.3.2 Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for CNAM queries and switching of \$0.016 for a combined rate of \$0.0195.

87.3.4 Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture,

cache, or store any information contained in a CNAM response. CLEC agrees to prohibit via its tariff or contracts with its customers or other third parties the capture, caching or storage of CNAM response information and the passing or resale of any information obtained from a CNAM query response on to any third party.

87.4 Toll Free Number Database

87.4.1 The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. The Toll Free records stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

87.4.1.1 Technical Requirements

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

87.4.2 Compensation and Billing

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

87.4.3 Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

87.5 Local Number Portability Local Routing Query Service

87.5.1 TCAP messages originated by CLEC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number

now residing in the switch designated by the LRN. Sprint shall provide the LNP Query Service in accordance with the following:

87.5.1.1 Technical Requirements

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

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

87.5.2 Compensation and Billing

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

87.5.2.2 NPAC Costs - Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to CLEC or the NPAC for any of

these fees or charges applicable to CLEC, even though it may pay such charges for other Sprint companies.

3. The following will be added to Part F of the Adopted Agreement

62A Signaling Network Interconnection

62A.1 Sprint will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to Sprint's STPs via "A" links or for CLEC's "B or D" links which are dedicated to the transport of signaling for local interconnection.

62A.2 Signaling Systems

62A.2.1 Signaling Link Transport

62A.2.1.1 Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.

62A.2.1.2 Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

62A.2.2 Signaling Transfer Points (STPs)

62A.2.2.1 STPs provide functionality that enable the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

62A.3 Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party. SS7 networks connected to the Sprint SS7 network. These functions include:

62A.3.1 Sprint Local Switching or Tandem Switching;

62A.3.2 Sprint Service Control Points (SCPs)/Databases if arranged for under separate agreements;

62A.3.3 Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and

62A.3.4 Third party provider STPs subject to any additional conditions or terms of the Third Party.

62A.4 Interface Requirements. Sprint shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:

pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

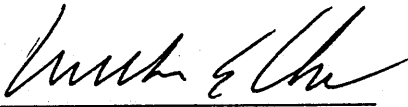
GENERAL:

Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

The United Telephone Company of
Pennsylvania

Local Line America, Inc.

By: 

By: 

Name: William E. Cheek

Name: Amy Topper

Title: President Wholesale Markets

Title: Chief Financial Officer

Date: 1/28/04

Date: 12/24/03