



**MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT
FOR THE STATE OF PENNSYLVANIA**

**Effective:
May 25, 2005**

**Between:
IDT America, Corp.**

and

The United Telephone Company of Pennsylvania

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement"), effective the later of this 25th day of May, 2005, or the date of last signature, is entered into by and between IDT America, Corp. ("CLEC"), a New Jersey corporation, and The United Telephone Company of Pennsylvania ("Sprint"), a Pennsylvania corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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

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

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

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

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

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

PART A - DEFINITIONS

1. DEFINED TERMS

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

- 1.11. "Automatic Route Selection" ("ARS") is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.12. "ATU - C" refers to an ADSL Transmission Unit - Central Office.
- 1.13. "Busy Line Verify/Busy Line Verify Interrupt" ("BLV/BLVI") means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.14. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.15. "Business Line" is a Sprint-owned switched access line used to serve a business customer, whether by Sprint or by a competitive LEC that leases the line from Sprint. The number of business lines in a Wire Center shall equal the sum of all Sprint business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Sprint end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
- 1.16. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.17. "Carrier Access Billing System" ("CABS") is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.18. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.

- 1.19. "Central Office Switches" - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.19.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.19.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.19.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.20. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.21. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.22. "Collocation Arrangement" refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing CLEC's equipment within the Premises.
- 1.23. "Collocation Space" shall mean an area of space located in a Building to be used by CLEC to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.24. "Commingling" means the act of Commingling.
- 1.25. "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.
- 1.26. "Commission" means the Pennsylvania Public Utility Commission.
- 1.27. "Common Channel Signaling" ("CCS") is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.28. "Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.

- 1.29. "Confidential and/or Proprietary Information" has the meaning set forth in Section 14 of Part A - General Terms and Conditions.
- 1.30. "Controlled Environment Vault" ("CEV") shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.
- 1.31. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.32. "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.
- 1.33. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.34. "Customer Proprietary Network Information" ("CPNI") is as defined in the Act.
- 1.35. "Database Management System" ("DBMS") is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.36. "Day" means calendar days unless otherwise specified.
- 1.37. "Dedicated Transport" includes Sprint transmission facilities between Wire Centers or switches owned by Sprint, or between Wire Centers or switches owned by Sprint and switches owned by CLEC, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 1.38. "Demarcation Point" is that point on the loop where Sprint's control of the facility ceases, and the End User Customer's control of the facility begins.
- 1.39. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.40. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.41. "Directory Assistance Services" provides listings to callers. Directory Assistance

Services may include the option to complete the call at the caller's direction.

- 1.42. "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.
- 1.43. "DS3 Loop" is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.
- 1.44. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.45. "Duct" is a single enclosed path to house facilities to provide Telecommunications Services.
- 1.46. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.47. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.48. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.49. "Emergency Service Number" ("ESN") is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.50. "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.
- 1.51. "Exchange Message Interface System" ("EMI") is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).
- 1.52. "End Date" is the date this Agreement terminates as referenced in 5.1.
- 1.53. "Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.54. "FCC" means the Federal Communications Commission.
- 1.55. "Fiber-based Collocator" means any carrier, unaffiliated with Sprint, that

maintains a collocation arrangement in Sprint's wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves Sprint's Wire Center premises; and (3) is owned by a party other than Sprint or any affiliate of Sprint, except as set forth in this definition. Dark fiber obtained from Sprint on an indefeasible right of use basis shall be treated as non-Sprint fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire Center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in the Act.

- 1.56. "Fiber-to-the-curb Loop" ("FTTC Loop") means a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 1.57. "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 or, in the case of predominantly residential multiple dwelling units ("MDUs"), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry ("MPOE").
- 1.58. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.59. "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.
- 1.60. "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.
- 1.61. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.
- 1.62. "Interexchange Carrier" ("IXC") means a provider of interexchange Telecommunications Services.
- 1.63. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.64. "ISP-Bound Traffic," for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") consistent with the ISP

Remand Order.

- 1.65. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.66. "Line Information Data Base" ("LIDB") means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.67. "Live Load Capacity" as it relates to a CLEC's collocation space refers to the structural strength of the floor to support the weight of CLEC's property and equipment installed in the collocated space.
- 1.68. "Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the demarcation point (e.g. Network Interface Device) at a customer's premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, DS1 loops, DS3 loops, FTTC Loops and FTTH Loops.
- 1.69. "Local Number Portability" ("LNP") means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.70. "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.71. "Local Traffic" for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 1.72. "Mobile Wireless Service" means any mobile wireless telecommunications service, including any commercial mobile radio service.
- 1.73. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.74. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document

developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

- 1.75. “National Emergency Number Association” (“NENA”) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.76. “Network Element” is as defined in the Act.
- 1.77. “North American Numbering Plan” (“NANP”) means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.78. “Numbering Plan Area” (“NPA”) (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A “Non-Geographic NPA,” also known as a “Service Access Code (SAC Code)” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.79. “NXX,” “NXX Code,” “COC,” “Central Office Code,” or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.80. “OBF” means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.81. “Operator Services” provides for:

- 1.81.1. operator handling for call completion (e.g., collect calls);
 - 1.81.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.81.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.82. "Outside Cable Duct" shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.83. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.84. "P.01 Transmission Grade Of Service" ("GOS") means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.85. "Parties" means jointly Sprint and CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.86. "Party" means either Sprint or CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.87. "Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.88. "Physical Collocation" is as defined in 47 CFR 51.5.
- 1.89. "Point of Interconnection" ("POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks.
- 1.90. "Premises" is as defined in 47 C.F.R. 51.5.
- 1.91. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:

- 1.91.1. Composition of the loop material, i.e. fiber optics, copper;
- 1.91.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
 - 1.91.2.1. Digital Loop Carrier (“DLC”) or other remote concentration devices;
 - 1.91.2.2. Feeder/distribution interfaces;
 - 1.91.2.3. Bridge taps;
 - 1.91.2.4. Load coils;
 - 1.91.2.5. Pair gain devices; or
 - 1.91.2.6. Disturbers in the same or adjacent binders.
- 1.91.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
- 1.91.4. Wire gauge or gauges; and
- 1.91.5. Electrical parameters.
- 1.92. “Proprietary Information” shall have the same meaning as Confidential Information.
- 1.93. “Rate Center” means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or CLEC for its provision of Basic Exchange Telecommunications Services. The “rate center point” is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The “rate center area” is the exclusive geographic area identified as the area within which Sprint or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 1.94. “Routing Point” means a location which Sprint or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an “End Office” location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The

above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

- 1.95. "Small Exchange Carrier Access Billing" ("SECAB") means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.96. "Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.97. "Signaling Transfer Point" ("STP") means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.98. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.99. "Street Index Guide" ("SIG") is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.
- 1.100. "Switch" means a Central Office Switch as defined in this Part A.
- 1.101. "Synchronous Optical Network" ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.102. "Tandem Office Switches," "Tandem," and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.103. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.104. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

- 1.105. "Tier 1" Wire Centers are those Sprint Wire Centers that contain at least four fiber-based collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Sprint tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs.
- 1.106. "Tier 2" Wire Centers are those Sprint Wire Centers that are not Tier 1 Wire Centers but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.
- 1.107. "Tier 3" Wire Centers are those Sprint Wire Centers that are not Tier 1 or Tier 2 Wire Centers.
- 1.108. "Telecommunications" is as defined in the Act.
- 1.109. "Telecommunications Carrier" is as defined in the Act.
- 1.110. "Telecommunications Service" is as defined in the Act.
- 1.111. "Transit Service" means the delivery of Transit Traffic.
- 1.112. "Transit Traffic" means Local Traffic or ISP-Bound Traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network or that is originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.
- 1.113. "Virtual Collocation" is as defined in 47 C.F.R. 51.5.
- 1.114. "Wholesale Service" means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.
- 1.115. "Wire center" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.
- 1.116. "xDSL" refers to a generic term for a series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

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

3. NETWORK CHANGES

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

4. REGULATORY APPROVALS

- 4.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. Sprint and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval. Upon execution of this Agreement and mutual agreement by the Parties, CLEC and Sprint may proceed with planning and implementation for interconnection. If, however, this Agreement does not receive required Commission approval, CLEC will be required to reimburse Sprint for all reasonable expenses resulting from interconnection implementation.
- 4.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order,

rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 4.3. Notwithstanding any other provision of this Agreement to the contrary Section 4.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules. Sprint may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.
- 4.4. In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Sprint determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then Sprint may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days' written notice to CLEC. Immediately upon provision of such written notice to CLEC, CLEC will be prohibited from ordering and Sprint will not provide new Discontinued Arrangements.

5. TERM AND TERMINATION

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue until May 24, 2007 ("End Date"), unless earlier terminated in accordance with this Section, provided however that if CLEC has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services

under this Agreement shall be processed before CLEC has established a customer account with Sprint and has completed the Implementation Plan described in this Agreement.

- 5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. Sprint may terminate this Agreement upon ten (10) Days notice if CLEC is not exchanging traffic with Sprint or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Sprint may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.
- 5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice.

6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

- 6.1. No later than one-hundred sixty (160) Days prior to the End Date, CLEC will provide Sprint notice to commence negotiations pursuant to Sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 6.2. In the event that this Agreement expires under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the

events under Sections 5.2, 5.3, 5.4 and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.

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

7. CHARGES AND PAYMENT

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

of

- 7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date the customer actually makes the payment to Sprint, or
- 7.4.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date CLEC actually makes the payment to Sprint.
- 7.5. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with Section 36.

8. AUDITS AND EXAMINATIONS

- 8.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
- 8.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 8.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the

Requesting Party. For purposes of this Section 8.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.

- 8.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 7.4 above.
- 8.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.
- 8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

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

sought by CLEC that contains intellectual property licenses, Sprint shall reveal to CLEC the name of the vendor, the intellectual property rights licensed to Sprint under the vendor contract and the terms of the contract (excluding cost terms). Sprint shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.

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

10. LIMITATION OF LIABILITY

- 10.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort except that the foregoing shall not limit a Party's obligation under Section 11 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

11. INDEMNIFICATION

- 11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.

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

12. BRANDING

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

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

15. DISCLAIMER OF WARRANTIES

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

16. ASSIGNMENT AND SUBCONTRACT

- 16.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed CLEC or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- 16.2. Except as provided in Section 16.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

17. GOVERNING LAW

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

18. RELATIONSHIP OF PARTIES

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

19. NO THIRD PARTY BENEFICIARIES

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

20. NOTICES

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

If to Director
Sprint: Local Carrier Markets
 Sprint
 6450 Sprint Parkway
 KSOPHN0116-1B671
 Overland Park, KS 66251

If to Mr. David Lucky
CLEC: IDT America, Corp.
 520 Broad Street, 14th Floor
 Newark, NJ 07102-3111

With a Mr. Andrew Fisher
copy to: Associate General Counsel
 IDT America, Corp.
 520 Broad Street
 Newark, NJ 07102-3111

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

21. WAIVERS

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

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

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

waiver of any other default.

22. SURVIVAL

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

23. FORCE MAJEURE

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

24. DISPUTE RESOLUTION

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

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

25. COOPERATION ON FRAUD

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

26. TAXES

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

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

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

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

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

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

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

27. AMENDMENTS AND MODIFICATIONS

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

28. SEVERABILITY

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

29. HEADINGS NOT CONTROLLING

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

30. ENTIRE AGREEMENT

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

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

31. SUCCESSORS AND ASSIGNS

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

32. IMPLEMENTATION PLAN

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

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

33. FEDERAL JURISDICTIONAL AREAS

33.1. Article 1, § 8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent Sprint has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs such contract will govern Telecommunications Services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, Sprint will provide CLEC with information regarding the provision of service on the Federal Enclave.

PART C - GENERAL PRINCIPLES

34. USE OF FACILITIES

34.1. In situations where a competitive LEC has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise or from another carrier with the appropriate customer authorization, the procedures below will apply.

34.1.1. Sprint will process such orders and provision services consistent with the terms contained in Section 71, of this Agreement.

34.1.2. Where CLEC is using a single facility to provide service to multiple end user customers, Sprint will not disconnect that facility as a result of the following procedures.

34.1.3. Sprint will follow methods prescribed by the FCC and any applicable state regulation for carrier change verification.

34.1.4. Customer with Existing Service Changing Local Service Provider

34.1.4.1. In situations where a competitive LEC submits an order for an end user customer that is changing local service providers for existing service, and is not adding service (i.e., an additional line), Sprint will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.

34.1.5. Customer with Existing Service Adding New Service

34.1.5.1. In situations where an order is submitted for an end user customer adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.

34.1.6. Customer Requesting New Service where Previous Customer has Abandoned Service

34.1.6.1. The following applies in the case where an end user customer vacates premises without notifying the local service provider and a new end user customer moves into the vacated premises and orders new service from a local service provider and neither Sprint nor the previous local service provider are aware that the original end user customer has abandoned the service in place.

34.1.6.2. When a carrier requests service at a location and marks the order as abandoned and CLEC is the previous local service

provider, Sprint shall notify CLEC via fax that it has had a request for service at the premise location that is currently being served by CLEC;

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

34.1.6.4. If CLEC does not respond within twenty-four (24) business hours after receiving Sprint's notification or if CLEC responds relinquishing the facilities, Sprint shall be free to use the facilities in question and Sprint shall issue a disconnect order with respect to the CLEC service at that location. If CLEC responds stating that the service is working and should not be disconnected, Sprint will notify the carrier ordering service and request verification of the address and location or the submission of an order for an additional line.

35. PRICE SCHEDULE

35.1. All prices under this agreement are set forth in the attachments designated Table One and Table Two of this Agreement are hereby incorporated into, and made a part of, this Agreement.

35.2. Subject to the provisions of Part B, Section 4 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

35.3. Local Service Resale

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

35.4. Unbundled Network Elements

35.4.1. The charges that CLEC shall pay to Sprint for Unbundled Network Elements are set forth in Table One of this Agreement.

35.5. Collocation

35.5.1. The charges that CLEC shall pay to Sprint for Collocation are set forth in Table Two of this Agreement.

35.6. Call Related Databases

35.6.1. The charges that CLEC shall pay to Sprint for Call Related Databases purchased pursuant to Part J are set forth in Table One of this Agreement.

36. SECURITY DEPOSIT

- 36.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than thirty (30) Days after the bill date.
- 36.2. The security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Sprint.
- 36.3. If a security deposit is required in accordance with section 36.1 on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 36.4. The security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 36.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of Sprint for the discontinuance of service for non-payment of any sums due Sprint.
- 36.6. Sprint may increase the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within 30 days of the request, Sprint may stop processing orders for service and CLEC will be considered in breach of the Agreement.
- 36.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC. Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
 - 36.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) Days past due; or
 - 36.7.2. when CLEC files for protection under the bankruptcy laws; or
 - 36.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days;
 - 36.7.4. when this Agreement expires or terminates;
 - 36.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms,

conditions, and requirements set forth in this Section 39; or

36.7.6. CLEC fails to provide Sprint with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to Sprint hereunder.

36.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be credited to CLEC's account when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

36.9. Any letter of credit issued to Sprint hereunder must meet the following requirements:

36.9.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poors) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poors or Moody's, then CLEC must obtain the prior written approval of such bank by Sprint.

36.9.2. The original letter of credit shall be in such form and on terms that are acceptable to Sprint and must include an automatic one-year extension.

36.9.3. If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly notify Sprint of such notice of non-renewal. Not later than 10 business days prior to the expiration of the expiring letter of credit, CLEC shall provide Sprint a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to Sprint). If CLEC provides a replacement letter of credit not later than 10 business days prior to the expiration of the expiring letter of credit, then Sprint shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, Sprint will provide the original, expiring letter of credit to CLEC.

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

PART D - LOCAL RESALE

37. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

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

38. GENERAL TERMS AND CONDITIONS

38.1. The prices charged to CLEC for Local Resale are the Sprint tariff retail prices, discounted as set forth in Part C of this Agreement.

38.1.1. Voluntary Federal and State Subscriber Financial Assistance Programs

38.1.1.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.

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

38.1.3. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the end-user customer's agreement with Sprint will terminate and any applicable termination liabilities will be charged to the end-user customer. The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date CLEC commences to provide service to the end-user customer and ending on the end date of the

Contract Service Arrangement, Special Arrangement or ICB. Sprint will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with section 38.1.

- 38.1.4. Customer Owned Coin Operated Telephone (COCOT) or Pay Telephone Access lines will not be resold to payphone service providers at wholesale prices under this Agreement.
- 38.1.5. For Telecommunications Services that are offered by Sprint to its end users and that are available for resale, the rules and regulations associated with Sprint's retail tariff(s) shall apply when the services are resold by CLEC. Use limitations shall be in parity with services offered by Sprint to its end users.
- 38.1.6. Except as set forth above and as may be allowed by the FCC or Commission, Sprint shall not place conditions or restrictions on CLEC's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers) and for promotions of ninety (90) Days or less in length. In addition, CLEC shall be prohibited from marketing its products using the Sprint product name (e.g., CLEC may purchase the features package called "Sprint Essential" but shall be prohibited from reselling this product using the Sprint brand name or the Sprint product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Sprint will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available.
- 38.1.7. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Sprint shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.
- 38.1.8. Hospitality Service. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 38.1.9. LIDB Administration
- 38.1.9.1. Sprint shall maintain customer information for CLEC customers who subscribe to resold Sprint local service dial tone

lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the CLEC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

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

38.1.10. Sprint will continue to provide Primary Interexchange Carrier ("PIC") processing for end-users obtaining resold service from CLEC. Sprint will bill and CLEC will pay any PIC change charges. Sprint will only accept said requests for PIC changes from CLEC and not from CLEC's end users.

PART E - NETWORK ELEMENTS

39. GENERAL

- 39.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs"). 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.

40. USE OF UNBUNDLED NETWORK ELEMENTS

- 40.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunications Service to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 40.2. 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. CLEC may Commingle UNEs with Wholesale Services or tariffed access services obtained from Sprint as provided for in this Agreement.
- 40.3. 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.
- 40.4. CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the restrictions listed below. CLEC will provide self-certification, at the time of ordering, that these requirements are met for each UNE ordered.
- 40.4.1. Any combination of high capacity loops (DS1, DS3), to the extent available, and special access transport (a commingled facility) or Dedicated Transport, to the extent available, both of which are provided by Sprint is subject to the EEL use restrictions in section 52.4.4. Such restrictions apply irrespective of the manner in which the loops and transport are combined.
- 40.4.2. CLEC may not access a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting Sprint's network and a Mobile Wireless Service provider's network do not qualify as UNEs and will not be available to CLEC as UNEs.
- 40.4.3. CLEC can use Network Elements provided by Sprint to provide

Local Exchange Service. CLEC can also use UNEs for a non-local service as long as CLEC is using such UNEs to provide a meaningful amount of Local Traffic.

40.4.4. CLEC may not access a UNE for the exclusive provision of interexchange services. Unbundled loops ordered by CLEC into a third party collocation cannot be used by the third party collocater to provide retail interexchange services. Facilities connecting Sprint's network and interexchange carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs

40.4.5. CLEC can use unbundled loops to provide xDSL services in accordance with this Agreement.

41. BONA FIDE REQUEST PROCESS

- 41.1. Sprint shall promptly consider and analyze CLEC requests for unbundled network elements included in this Agreement that are not currently developed by Sprint, network information that is reasonably required to determine what unbundled network elements it needs to serve a particular customer or development of and changes to Sprint work processes related to ordering, provisioning or installation of unbundled network elements with the submission of a Bona Fide Request ("BFR") hereunder.
- 41.2. A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request.
- 41.3. CLEC may cancel a BFR at any time, but shall pay all reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 41.4. Within ten (10) calendar days of its receipt, the Sprint shall acknowledge receipt of the BFR.
- 41.5. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, the Sprint shall provide to CLEC a preliminary analysis of such BFR.
- 41.6. Upon receipt of the preliminary analysis, CLEC shall, within thirty (30) calendar days, notify Sprint, in writing, of its intent to proceed or not to proceed.
- 41.7. Sprint shall promptly proceed with the BFR upon receipt of written authorization from CLEC. When it receives such authorization, Sprint shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 41.8. As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, Sprint shall provide to CLEC a BFR Quote which will include, at a minimum, a description of each service, the availability, the applicable rates and the installation intervals.

- 41.9. Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC 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.
- 41.10. 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.

42. INDIVIDUAL CASE BASIS PRICING

- 42.1. 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.
- 42.2. 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.

43. NETWORK INTERFACE DEVICE

- 43.1. 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 LEC's 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.
- 43.2. 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.
- 43.3. 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 with each loop. If additional NID terminations are required, CLEC may request them pursuant to the process detailed in the Bona Fide Request Section herein.
- 43.4. 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.
- 43.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 43.6. 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.
- 43.7. When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Table One. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table One.

44. LOOP

- 44.1. Sprint will provide CLEC access to Local Loops as defined in Part A including Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. The following section includes the terms and conditions for Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops is contained in Section 53.
- 44.2. 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. To the extent CLEC requests testing that would require Sprint to purchase new equipment, establish new procedures, or make systems modifications, CLEC will compensate Sprint for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in section 41.
 - 44.2.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").
 - 44.2.2. 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.
 - 44.2.3. 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.
- 44.3. Analog Loop Capabilities
 - 44.3.1. 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.
 - 44.3.2. Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops and FTTC Loops, based on available facilities.
- 44.4. Digital Loops
 - 44.4.1. 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 Section 44.8. On digital Loops, Sprint will only

provide electrical continuity and line balance.

44.4.2. 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.

44.4.3. 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.

44.5. Non-Standard Digital Loops

44.5.1. 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 44.4 are applicable.

44.6. DS1 Loops

44.6.1. Subject to the cap in Section 44.6.2, Sprint will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. 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. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.

44.6.2. CLEC may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops. If CLEC has more than ten DS1 loops to a single building CLEC will transition any DS1 loops in excess of ten to another service within 90 days.

44.6.3. For a 12-month period beginning on March 11, 2005, any DS1 loop UNEs that CLEC leases from Sprint, but which Sprint is not obligated to unbundle pursuant to Sections 44.6.1 and 44.6.2, shall be

available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS1 loops back to March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

44.6.4. Where Sprint is not required to provide unbundled DS1 loops pursuant to Sections 44.6.1 and 44.6.2, CLEC may not obtain new DS1 loops as UNEs.

44.6.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 loops for the identified wire centers 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 loops leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

44.6.5.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

44.7. DS3 Loops

44.7.1. Subject to the cap described in Section 44.7.2, Sprint shall provide CLEC with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.

44.7.2. CLEC may obtain a maximum of a single unbundled DS3 loop to

any single building in which DS3 loops are available as unbundled loops. If CLEC has more than one DS3 loops to a single building CLEC will transition any DS3 loops in excess of one to another service within 90 days.

44.7.3. For a 12-month period beginning on March 11, 2005, any DS3 loop UNEs that CLEC leases from Sprint of that date, but which Sprint is not obligated to unbundle pursuant to Sections 44.7.1 and 44.7.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS3 loops back to March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

44.7.4. Where Sprint is not required to provide unbundled DS3 loops pursuant to Sections 44.7.1 and 44.7.2, CLEC may not obtain new DS3 loops as UNEs.

44.7.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 loops for the identified wire centers 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 loops leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

44.7.5.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

44.8. Adherence to National Industry Standards

44.8.1. 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.

- 44.8.2. 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:
- 44.8.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 44.8.2.2. Is approved by an industry standards body, the FCC, or any state commission or;
 - 44.8.2.3. Has been successfully deployed by any CLEC without significantly degrading the performance of other services.
 - 44.8.2.4. Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 44.8.2.3, 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.
- 44.8.3. 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.
- 44.8.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 44.8.2, the degraded service shall not prevail against the newly deployed technology.
- 44.8.5. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

- 44.8.6. 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.
- 44.8.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
- 44.8.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 44.8.7.2. 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.
- 44.8.7.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
- 44.8.7.4. As an alternative to Section 44.8.7.1, 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.
- 44.9. Information to be Provided for Deployment of Advanced Services
- 44.9.1. Upon request, Sprint shall provide to CLEC:
- 44.9.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
- 44.9.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
- 44.9.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
- 44.9.2. 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:
- 44.9.2.1. 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;

44.9.2.2. 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);

44.9.2.3. 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.

44.10. Hybrid Loops. Sprint will provide CLEC access to Hybrid Loops for the provision of 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.

44.10.1. When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will

44.10.1.1. 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

44.10.1.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

44.11. Fiber Loops

44.11.1. Dark Fiber Loops

44.11.1.1. 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.

44.11.1.2. Sprint is not required to provide CLEC with access to dark fiber loop on an unbundled basis.

44.11.1.3. For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs that CLEC leases from Sprint as of March 11, 2005 shall be available for lease from Sprint at the rate on Table One. The charges for dark fiber loop are subject to true-up retroactive to March 11, 2005 regardless of when this Agreement is effective. CLEC may not obtain new dark fiber loops as UNEs.

44.11.1.4. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders

submitted prior to December 11, 2005. By September 10, 2006, CLEC must transition the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

44.12. FTTH and FTTC Fiber Loops

44.12.1. New builds. Sprint will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Sprint has deployed a FTTH or FTTC Loop to an end-user customer premise that previously has not been served by any loop facility.

44.12.2. Overbuilds. Sprint will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Sprint has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:

44.12.2.1. Sprint will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Sprint has retired the Copper Loop as set forth below.

44.12.2.2. If Sprint deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, Sprint will restore the Copper Loop to serviceable condition upon request.

44.12.2.3. If Sprint deploys FTTH Loop or FTTC 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 or FTTC Loop.

44.12.2.4. Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC 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.

44.13. 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.

44.13.1. Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.

44.13.2. CLEC must specify on the order form whether each Loop should be tagged and labeled.

- 44.13.3. 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.

45. SUBLOOPS

- 45.1. 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.
- 45.2. Sprint is not required to provide CLEC access to dark fiber subloops.
- 45.3. Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and 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 customer 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.
- 45.3.1. 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.
- 45.4. 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.
- 45.4.1. An accessible terminal is any point in Sprint's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire 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.

- 45.4.2. 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.
- 45.5. Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 45.6. Deployment of advanced services by CLEC over subloops will be in accordance with the terms included in 44.8 and 44.9 of this section.
- 45.7. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

46. OPERATIONS SUPPORT SYSTEMS (OSS)

- 46.1. 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.

47. LOOP MAKE-UP INFORMATION

- 47.1. 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.
- 47.2. 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.
- 47.3. 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.
- 47.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLEC.
- 47.5. 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.
- 47.6. 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:
 - 47.6.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
 - 47.6.2. 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
 - 47.6.3. 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 53.3 of this Agreement.

48. LOCAL CIRCUIT SWITCHING

- 48.1. DS0 Capacity (i.e. mass market)
 - 48.1.1. Sprint is not required to provide access to local circuit switching on an unbundled basis to CLEC for the purpose of serving end-user customers using DS0 capacity loops.
 - 48.1.2. CLEC has no embedded base of end-user customers off of the

unbundled local circuit switching element, as of March 11, 2005. CLEC may not obtain new local circuit switching as an unbundled network element.

- 48.2. Elements related to the local circuit switching element will be made available on an unbundled basis to CLEC to the extent that CLEC is entitled to unbundled local circuit switching as set forth above.
 - 48.2.1. Sprint will provide CLEC with non-discriminatory access to signaling, call-related databases and common transport facilities on an unbundled basis, to the extent that Sprint is required to provide unbundled local circuit switching as set forth above.
- 48.3. Sprint is not required to provide local switching under this Section for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.
- 48.4. Sprint is not required to provide access to local circuit switching on an unbundled basis to requesting carriers using DS1 capacity and above.

49. DEDICATED TRANSPORT

- 49.1. Sprint shall provide CLEC with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Sprint's wire centers or switches and another of Sprint's wire centers or switches. A route between two points (*e.g.*, wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (*e.g.*, wire center or switch "X"). Transmission paths between identical end points (*e.g.*, wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.
 - 49.1.1. Sprint is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of Sprint wire centers (*i.e.* entrance facilities). Further, Sprint is not obligated to provide DSO or OC-N and above Dedicated Transport facilities as a UNE.
- 49.2. Dedicated DS1 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS1 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.
 - 49.2.1. Sprint shall unbundle DS1 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 wire centers. As such, Sprint will unbundle DS1 transport if a wire center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center.

49.2.2. CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

49.2.3. For a 12-month period beginning on March 11, 2005, any DS1 dedicated transport UNE that CLEC leases from Sprint as of that date, but which Sprint is not obligated to unbundle pursuant to Sections 49.2.1 and 49.2.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS1 dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled DS1 transport pursuant Sections 49.2.1 and 49.2.2, CLEC may not obtain new DS1 transport as unbundled network elements as of March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

49.2.4. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 Dedicated Transport for the identified routes 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 Dedicated Transport leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

49.2.4.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

49.3. Dedicated DS3 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS3 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

- 49.3.1. Sprint shall unbundle DS3 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in this Agreement, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, Sprint will unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.
- 49.3.2. CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.
- 49.3.3. For a 12-month period beginning on March 11, 2005, any DS3 dedicated transport UNE that CLEC leases from Sprint as of that date, but which Sprint is not obligated to unbundle pursuant to sections 49.3.1 and 49.3.2, shall be available for lease from the incumbent LEC at the rate on Table One. CLEC will true-up the rates paid for DS3 dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled DS3 transport pursuant to sections 49.3.1 and 49.3.2, CLEC may not obtain new DS3 transport as unbundled network elements. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.
- 49.3.4. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 Dedicated Transport for the identified routes 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 Dedicated Transport leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.
- 49.3.4.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a

management fee for the work performed by Sprint on behalf of CLEC.

49.4. Technical Requirements for DS1 and DS3 Dedicated Transport

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

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

49.4.1.2. 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 SONEFT (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

49.5. Dedicated Dark Fiber Transport

49.5.1. General Rules and Definition

49.5.1.1. 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.

49.5.1.2. Sprint will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:

49.5.1.2.1. Sprint shall unbundle dark fiber transport between any pair of Sprint Wire Centers except where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. Sprint will unbundle dark fiber transport if a wire center on either end of a requested route is a Tier 3 wire center.

49.5.1.2.2. Beginning on March 11, 2005 and for an 18-month period, any dark fiber transport UNE that CLEC leases from Sprint, where Sprint is not obligated to provide unbundled dark fiber transport, shall be available at the rates on Table One. CLEC will true-up the rates paid for dark fiber dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled

dark fiber transport, CLEC may not obtain new dark fiber transport as a UNE.

49.5.1.2.3. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of March 11, 2005. By September 10, 2006, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

49.5.1.3. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new Dark Fiber Dedicated Transport for the identified routes 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any Dark Fiber Dedicated Transport leased from Sprint on the date of the notice shall be available for a 18-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

49.5.1.3.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of the above notice date. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

49.5.2. Fiber Availability

- 49.5.2.1. 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.
- 49.5.2.2. 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.
- 49.5.2.3. Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

49.5.3. Interconnection Arrangements

- 49.5.3.1. 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.
- 49.5.3.2. The CLEC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel.
- 49.5.3.3. 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.
- 49.5.3.4. 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.

49.5.4. Dark Fiber Application and Ordering Procedure

- 49.5.4.1. 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.
- 49.5.4.2. Within twenty (20) business days of receipt of DFA, Sprint will provide CLEC with a response regarding fiber availability and price.
 - 49.5.4.2.1. If Dark Fiber is not available, Sprint will notify CLEC of the DFA rejection.
 - 49.5.4.2.2. CLEC will follow the Dispute Resolution Process outlined in Part B of this

Agreement if CLEC wishes to contest the rejection.

- 49.5.4.3. 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.
- 49.5.4.4. After ten (10) business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.
- 49.5.4.5. The CLEC will submit a firm order for Dark Fiber via an access service request (ASR).
- 49.5.4.6. 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.
- 49.5.4.7. 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.
 - 49.5.4.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
 - 49.5.4.7.1.1. CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse Sprint for all costs incurred to date; or
 - 49.5.4.7.1.2. 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.

49.5.5. Maintenance and Testing

- 49.5.5.1. Sprint is only responsible for maintaining the facilities that it owns.
- 49.5.5.2. Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
- 49.5.5.3. For meet point arrangements, Sprint will conduct cooperative testing with another carrier at CLEC's request. Additional rates and charges will apply.
- 49.5.5.4. Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- 49.5.5.5. Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLEC requirements.

49.5.6. Rules for Take Back

- 49.5.6.1. Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- 49.5.6.2. Sprint will provide CLEC twelve (12) months written notice prior to taking back fiber.
- 49.5.6.3. If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
- 49.5.6.4. Sprint will provide the CLEC with alternative transport arrangements when Sprint takes back working fiber.
- 49.5.6.5. 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.

50. COMMINGLING

- 50.1. 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.
- 50.2. CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint, subject to section 52.4.4. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint subject to section 41. 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.

51. LINE SPLITTING

51.1. Line Splitting

51.1.1. 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.

51.1.2. Whenever CLEC purchases the unbundled loop, CLEC shall control the entire loop spectrum.

51.1.3. Sprint shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop.

51.2. 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.

52. UNE COMBINATIONS

52.1. CLEC may order UNEs either individually or in the combinations, including EEL as specifically set forth in this Section of the Agreement.

52.2. General Terms and Conditions

52.2.1. Sprint will allow CLEC to order each UNE individually in order to permit CLEC to combine UNEs with other UNEs obtained from Sprint as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, if the requested 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, if the requested 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. CLEC will compensate Sprint the costs of work performed to combine the requested UNEs.

52.2.2. CLEC may Commingle an unbundled network element or combination of UNEs with access 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.

CLEC will compensate Sprint the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. Each component of the commingled facility, either UNE or access service, will be billed at the UNE or access 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 access rates for the same component. Access service rates will be per the appropriate tariff. Sprint will provide CLEC access to EEL as provided in 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 41 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

52.2.3. The provisioning of EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.

52.3. Specific Combinations and Pricing

52.3.1. In order to facilitate the provisioning of EELs, Sprint shall support the ordering and provisioning of this specific combination as set forth below.

52.4. Sprint Offers the Following Combinations of Network Elements

52.4.1. CLEC had no embedded base of prior Voice Unbundled Network Element Platform (UNE-P) services as of March 11, 2005.

52.4.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

52.4.2.1. Sprint will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, 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 DS1 or DS3 Dedicated Transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's end users.

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

52.4.3. In order to obtain the EEL combinations below, a requesting CLEC must

provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. For existing EELs, CLEC must recertify compliance with the EELs criteria within 30 days of the Effective Date of this Agreement. 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. Sprint will offer the following EEL Combinations:

- 52.4.3.1. Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.
 - 52.4.3.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service.
 - 52.4.3.3. Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.
 - 52.4.3.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service.
 - 52.4.3.5. Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.
 - 52.4.3.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service.
 - 52.4.3.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.
 - 52.4.3.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.
 - 52.4.3.9. Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.
- 52.4.4. EEL Eligibility Criteria

- 52.4.4.1. CLEC must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, CLEC must have complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served;
- 52.4.4.2. The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

- 52.4.4.2.1. Each circuit to be provided to each CLEC customer must be assigned one local

number prior to the provision of service over the circuit;

52.4.4.2.2. 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;

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

52.4.4.2.4. Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements:

52.4.4.2.4.1. a collocation established pursuant to section 251(c)(6) of the Act and located at Sprint's premises within the same LATA as the CLEC's customer's premises, when Sprint is not the collocator; or

52.4.4.2.4.2. a collocation located at a third party's premises within the same LATA as the CLEC's customer's premises, when Sprint is the collocator.

52.4.4.2.5. 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

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

52.4.4.3. Sprint has 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.

53. MODIFICATIONS TO SPRINT'S EXISTING NETWORK

53.1. Modifications to Unbundled Loop

53.1.1. 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 in accordance with Table One or Sprint will provide a price quote via the ICB process.

53.1.1.1. 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 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.

53.1.1.2. Sprint is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to end user customer provided equipment.

53.2. Modifications to Dedicated Transport

53.2.1. 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. Sprint will provide routine network modifications at the rates on Table One or

Sprint will provide a price quote vis the ICB process.

53.2.1.1. 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.

53.3. Loop Conditioning

53.3.1. 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 47 prior to submitting orders for loops intended for advanced services.

PART F - INTERCONNECTION

54. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

54.1. The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

54.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

54.1.1.1. The Parties agree to initially use two-way trunks (one-way directionalized). The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.

54.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.

54.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

54.2. Points of Interconnection

54.2.1. Point of Interconnection. Unless interconnecting with Sprint on an indirect basis subject to Section 60, CLEC must establish a minimum of one POI within each LATA, at any technically feasible point, on Sprint's network. To the extent Sprint's network contains multiple tandems in the LATA, CLEC must interconnect at each tandem where it wishes to exchange (i.e. receive or terminate) traffic with Sprint.

54.2.1.1. CLEC must establish a direct end office trunk at a Sprint end office when total traffic volumes exchanged between that particular Sprint end office and CLEC exceeds a DS1 equivalent.

54.2.1.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. Sprint reserves the right to provide its own transport to CLEC's network for the delivery of Sprint originated traffic as provided for herein.

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

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

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

54.3. Technical Requirements for Interconnection

54.3.1. Interconnection at the Sprint Tandem

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

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

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

54.3.2. Interconnection at the Sprint End Office

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

55. INTERCARRIER COMPENSATION

55.1. Compensation for Local Traffic Transport and Termination

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

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

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

55.1.1.3. Charges billed to Sprint by CLEC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the CLEC for the same services. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination.

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

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

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

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

55.1.1.5. Where direct end office trunks are established, for CLEC-originated calls, CLEC shall pay Sprint end-office termination. For Sprint originated traffic terminating to CLEC at that end office, compensation

payable by Sprint shall be the same as that detailed in Section 55.1.1.3 above.

calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed at intrastate access rates.

56. SIGNALING NETWORK INTERCONNECTION

- 56.1. 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.
- 56.2. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 56.3. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 56.4. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks.

56.5. Signaling Systems

56.5.1. Signaling Link Transport

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

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

56.5.2. Signaling Transfer Points (STPs)

56.5.2.1. STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

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

56.6.1. Sprint local switching or Tandem Switching;

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

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

56.6.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.

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

56.7.1. An A-link interface from CLEC local switching systems; and

56.7.2. B- or D-link interface from CLEC STPs.

56.7.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

56.7.3.1. An A-link layer shall consist of two links,

56.7.3.2. A B- or D-link layer shall consist of four links,

56.8. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STP is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing

and channel termination, plus mileage of any leased facility.

57. TRUNK FORECASTING

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

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

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

60. TRANSIT TRAFFIC

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

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

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

60.5. Payment Terms and Conditions

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

60.5.1.1. CLEC shall pay a transit rate as set forth in Table One of this Part when CLEC uses a Sprint access tandem to terminate a local or ISP-bound call to a third party LEC or another CLEC. Sprint shall pay CLEC a transit rate equal to the Sprint rate referenced above when Sprint uses a CLEC switch to terminate a local call to a third party LEC or another CLEC.

60.6. Billing Records and Exchange of Data

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

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

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

comply with the industry-adopted format to exchange records.

61. INDIRECT TRAFFIC

61.1. Interconnection

- 61.1.1. The Parties may send each other Indirect Traffic.
- 61.1.2. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.
- 61.1.3. Indirect interconnection with Sprint shall only be allowed to the extent CLEC is interconnected at the tandem switch which Sprint's end office subtends.
- 61.1.4. Interconnection to CLEC will provide Sprint with access to CLEC's end-users and to other companies which are likewise connected to CLEC for local and toll service purposes.
- 61.1.5. Notwithstanding any other provision to the contrary, once the Indirect Traffic volume between CLEC and a Sprint end office exceeds a DS1 equivalent of traffic, Sprint will no longer allow indirect interconnection and CLEC must establish a direct interconnection with Sprint's end office for the mutual exchange of traffic. Within sixty (60) days of when the indirect traffic exceeds a DS1, CLEC shall establish a direct interconnection with Sprint's end office.

61.2. Exchange Of Traffic

- 61.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.
- 61.2.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For this Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party.
- 61.2.3. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.
- 61.2.4. Until Indirect traffic exceeds a DS1, each Party is responsible for

the payment of transit charges assessed by the transiting party.

61.3. Compensation for Indirect Traffic

61.3.1. Non-Local and Non-ISP-Bound Indirect Traffic

61.3.1.1. Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

61.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

61.3.2. Local Traffic and ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Section 55.1.

61.3.2.1. Indirect Traffic Terminating to Sprint

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

61.3.2.3. Indirect Traffic Terminating to CLEC:

61.3.2.4. For Indirect Traffic terminating on CLEC's network, CLEC will bill Sprint the same rates as Sprint charges CLEC for Indirect Local Traffic terminating on Sprint's network in accordance with Section 55.

62. RESPONSIBILITIES OF THE PARTIES

62.1. Sprint and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.

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

PART G - LOCAL NUMBER PORTABILITY

63. INTRODUCTION

- 63.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum Guidelines. To the extent consistent with the FCC and Industry Guidelines as amended from time to time, the requirements for LNP shall include the following:
- 63.1.1. End users must be able to change local service providers and retain the same telephone number(s) within the serving rate center utilizing the portability method as defined by the FCC.
 - 63.1.2. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 63.1.3. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable switches serving the rate center.
 - 63.1.4. When an end user ports to another service provider and has previously secured a reservation of line numbers from the donor provider under contract or tariff for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the end user.
 - 63.1.5. NXX Availability. Not all NXXs in each CO may be available for porting.
 - 63.1.6. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
 - 63.1.7. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 63.1.8. Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for mass calling numbers.

64. TESTING

- 64.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 64.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 32 of the agreement.
- 64.3. CLEC must be NPAC certified and have met Sprint testing parameters prior to activating LNP. After initial LNP implementation by a CLEC/CMRS provider testing and porting will be done at CLEC's expense.
- 64.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 64.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

65. ENGINEERING AND MAINTENANCE

- 65.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 65.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 65.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

66. E911/911

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

dropped from the 911 database during the transition.

67. BILLING FOR PORTED NUMBERS

- 67.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.
- 67.2. Non-Payment. Customers lose the right to the ported telephone number upon suspension of service. Sprint will not port telephone numbers of customers whose service has been suspended.

PART H - LINE SHARING

68. LINE SHARING

68.1. General Terms

68.1.1. The Parties agree that Sprint will not provide access to the HFPL for line sharing by CLEC.

PART I – CALL RELATED DATABASES

69. CALL-RELATED DATABASES

69.1. Sprint will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.

69.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. 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.

69.1.2. 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. 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.

69.1.3. Local Number Portability Local Routing Query Service. 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.

69.1.3.1. CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, 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.

69.1.3.2. 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.

PART J - GENERAL BUSINESS REQUIREMENTS

70. PROCEDURES

70.1. Contact with End Users

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

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

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

70.2. Expedite and Escalation Procedures

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

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

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

70.4. Service Offerings

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

71. ORDERING AND PROVISIONING

- 71.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- 71.2. National Exchange Access Center (NEAC)
- 71.2.1. Sprint shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.
- 71.2.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard

Time on Saturday) answered by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

- 71.2.3. Sprint shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet end user demand.
- 71.3. Street Index Guide (SIG). Within thirty (30) Days of CLEC's written request, Sprint shall provide to CLEC the SIG data in the National Emergency Number Association Two (NENA2) format. A CDROM containing the SIG data will be shipped to the CLEC's designated contact on a monthly basis until the request is cancelled.
- 71.4. CLASS and Custom Features. Where generally available in Sprint's serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 71.5. Number Administration/Number Reservation

71.5.1. Sprint shall provide testing and loading of CLEC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to CLEC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.

71.5.2. In conjunction with an order for service, Sprint shall accept CLEC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.

71.5.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

71.6. Service Order Process Requirements

71.6.1. Service Migrations and New Subscriber Additions

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

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

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

- 71.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.
- 71.6.1.5. Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or Sprint holidays shall be performed at CLEC's expense.
- 71.6.1.6. A general Letter of Agency (LOA) initiated by CLEC or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC or Sprint. CLEC and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.
- 71.6.2. Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to CLEC's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.
- 71.6.3. Due Date
- 71.6.3.1. Sprint shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.
- 71.6.3.2. Sprint shall use reasonable efforts to complete orders by the CLEC requested DDD within agreed upon intervals.
- 71.6.4. Subscriber Premises Inspections and Installations
- 71.6.4.1. CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

- 71.6.4.2. Sprint shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.
- 71.6.5. Firm Order Confirmation (FOC)
 - 71.6.5.1. Sprint shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
 - 71.6.5.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.
 - 71.6.5.3. Sprint shall provide to CLEC the date that service is scheduled to be installed.
- 71.6.6. Order Rejections
 - 71.6.6.1. Sprint shall reject and return to CLEC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.
- 71.6.7. Service Order Changes
 - 71.6.7.1. In no event will Sprint change a CLEC initiated service order without a new service order directing said change. If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, CLEC shall initiate a revised service order. If requested by CLEC, Sprint shall then provide CLEC an estimate of additional labor hours and/or materials.
 - 71.6.7.2. When a service order is completed, the cost of the work performed will be reported promptly to CLEC.
 - 71.6.7.3. If a CLEC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of CLEC, Sprint, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.
- 71.7. Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.

- 71.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.
- 71.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, Sprint shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.
- 71.10. Specific Unbundling Requirements. CLEC may order and Sprint shall provision unbundled Network Elements. However, it is CLEC's responsibility to combine the individual network elements should it desire to do so.
- 71.11. Systems Interfaces and Information Exchanges
- 71.11.1. General Requirements
- 71.11.1.1. Sprint shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.
- 71.11.1.2. Until the Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept CLEC orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.
- 71.11.1.3. If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of CLEC to retrieve their response(s) from the server.
- 71.11.1.4. It is the responsibility of CLEC to provide Sprint with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.
- 71.11.2. For any CLEC subscriber Sprint shall provide, subject to applicable rules, orders, and decisions, CLEC with access CPNI without requiring CLEC to produce a signed LOA, based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.
- 71.11.2.1. The preordering Electronic Interface includes the provisioning of CPNI from Sprint to CLEC. The Parties agree to

execute a LOA agreement with the Sprint end user prior to requesting CPNI for that Sprint end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.

71.11.2.2. The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.

71.11.2.3. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Sprint, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to CLEC. Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from CLEC for each unmatched request. CLEC agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within three (3) Business Days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage of unmatched LOA requests, Sprint reserves the right to immediately disconnect the preordering Electronic Interface.

71.11.2.4. If CLEC is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if Sprint determines that an LOA is inadequate, CLEC will be considered in breach of the agreement. CLEC can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within three (3) Business Days of notification of the breach.

71.11.2.5. Should CLEC not be able to cure the breach in the timeframe noted above, Sprint will discontinue processing new service orders until, in Sprint's determination, CLEC has corrected the problem that caused the breach.

71.11.2.6. Sprint will resume processing new service orders upon Sprint's timely review and acceptance of evidence provided by CLEC to correct the problem that caused the breach.

71.11.2.7. If CLEC and Sprint do not agree that CLEC requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request

dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

71.12. CLEC may use Sprint's ordering process (IRES) to:

71.12.1. to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

71.12.1.1. to schedule dispatch and installation appointments at Parity.

71.12.1.2. to access Sprint subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.

71.12.1.3. to access Sprint information systems which will allow CLEC to provide service availability dates at Parity.

71.12.1.4. transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

71.13. Standards

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

72. BILLING

72.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify CLEC of any deviations to the standards.

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

72.3. Sprint shall provide to CLEC a single point of contact for interconnection and collocation at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

72.4. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance

of the terms and conditions of this Agreement.

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

73. PROVISION OF USAGE DATA

- 73.1. This Section sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. Sprint shall record for CLEC the messages that Sprint records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.
- 73.2. General Procedures
- 73.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.
- 73.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 73.2.3. Sprint shall record all usage originating from CLEC end users using resold services ordered by CLEC, where Sprint records those same services for Sprint end users. Recorded Usage Data includes, but is not limited to, the following categories of information:
- 73.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its end users on a per usage basis.
- 73.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with Section 73.2.7
- 73.2.3.3. Calls to Directory Assistance where Sprint provides such service to a CLEC end user.
- 73.2.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to CLEC's local service end user and where Sprint records such usage for its end users using Industry Standard Telcordia EMI billing records.
- 73.2.3.5. Access records related to long distance calling.
- 73.2.3.6. For Sprint-provided Centrex Service, station level detail.
- 73.2.4. Retention of Records. Sprint shall maintain a machine readable

back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, Sprint may provide the data back-up at CLEC's expense.

73.2.5. Sprint shall provide to CLEC Recorded Usage Data for CLEC end users. Sprint shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.

73.2.6. Sprint shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the end user except where explicitly permitted to do so within a written agreement between Sprint and CLEC.

73.2.7. Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the CLEC or the CLEC's end user.

73.2.8. Sprint shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.

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

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

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

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

73.3. Charges

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

73.4. Central Clearinghouse and Settlement

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

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

73.5. Lost Data

- 73.5.1. **Loss of Recorded Usage Data.** CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to CLEC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and CLEC. This estimate shall be used to adjust amounts CLEC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.
- 73.5.2. **Partial Loss.** Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 73.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 73.5.3. **Complete Loss.** When Sprint is unable to recover data as discussed in Section 73.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 73.5.4. **Estimated Volumes.** From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by CLEC and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 73.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 73.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Sprint shall use volumes from the two (2) preceding Sundays.
- 73.5.7. If the loss occurs on Mother's day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not

available, a settlement shall be negotiated.

73.6. Testing, Changes and Controls

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

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

73.6.3. Sprint Software Changes

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

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

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

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

73.6.4. CLEC Requested Changes:

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

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

73.7. Information Exchange and Interfaces

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

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

73.7.2. Rejected Recorded Usage Data

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

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

74. GENERAL NETWORK REQUIREMENTS

74.1. Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.

74.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide CLEC with maintenance support at Parity.

74.3. Sprint shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.

74.4. Sprint shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.

74.5. Sprint shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

74.6. All Sprint employees or contractors who perform repair service for CLEC end users shall follow Sprint standard procedures in all their communications with CLEC end users. These procedures and protocols shall ensure that:

74.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint end users; and

74.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Sprint end users and shall be handled on a "first come

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

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

75. MISCELLANEOUS SERVICES AND FUNCTIONS

75.1. General

- 75.1.1. To the extent that Sprint does not provide the services described in this Section 75 to itself, CLEC must contract directly with the service provider for such services.

75.1.2. Basic 911 and E911 General Requirements

75.1.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

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

75.1.2.2.1. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with CLEC data in an interval at Parity with that experienced by Sprint end users.

75.1.2.2.2. Sprint shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

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

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

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

75.1.2.4. If a third party is the primary service provider to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CLEC are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.

75.1.3. The following are Basic 911 and E911 Database Requirements

75.1.3.1. The ALI database shall be managed by Sprint, but is the property of Sprint and CLEC for those records provided by CLEC.

- 75.2.4.3. Install Service;
- 75.2.4.4. Change any service which affects DA information;
- 75.2.4.5. Specify Non-Solicitation; and
- 75.2.4.6. Are Non-Published, Non-Listed, or Listed.
- 75.2.5. Sprint shall not charge for storage of CLEC subscriber information in the DL systems.
- 75.2.6. CLEC shall not charge for storage of Sprint subscriber information in the DL systems.
- 75.3. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Sprint.

customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.

- 75.4.2. Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.
- 75.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.
- 75.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 75.3.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 75.4.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- 75.5. Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.
- 75.6. Systems Interfaces and Exchanges
 - 75.6.1. Directory Assistance Data Information Exchanges and Interfaces
 - 75.6.1.1. Subscriber List Information
 - 75.6.1.2. Sprint shall provide to CLEC, at CLEC's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to

PART K – COLLOCATION

77. SCOPE OF COLLOCATION TERMS

- 77.1. Sprint will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to Sprint pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Sprint's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).
- 77.2. Prices and fees for collocation and other services under this Agreement are contained in Table Two. In the event Sprint files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs will control over Table Two as of the date the tariff becomes effective. The terms and conditions of this Agreement will control over any terms and conditions in the tariff.
- 77.3. This Agreement states the general terms and conditions upon which Sprint will grant to CLEC the non-exclusive right to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by Sprint or others in accordance with this Agreement.

78. TERMINATION OF COLLOCATION SPACE

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

and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.

- 78.4. Should Sprint under any section of this Agreement remove any of CLEC's equipment from its collocation space, Sprint will deliver to CLEC any equipment removed by Sprint only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Sprint under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 78.5. CLEC shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.
- 78.6. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide Telecommunications Services to its end user customers. In such cases, Sprint will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.
- 78.7. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

79. COLLOCATION OPTIONS

- 79.1. Sprint will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 79.2. Sprint will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. Sprint will provide guidelines and specifications upon request. Based on CLEC's request, space and cage enclosures in amounts as small as that sufficient

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

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

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

79.3.1. As Host, CLEC will be the sole interface and responsible party to Sprint for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Sprint will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.

79.3.2. Sprint will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocator.

- 79.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 79.4. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Sprint will decide the location, subject to zoning or other state and local regulations and future use by Sprint or other requesting Telecommunications Carriers pursuant to an application submitted under Section 81.
- 79.4.1. CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Sprint point of interconnection. Should CLEC elect such an option, CLEC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
- 79.4.2. Sprint maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of CLEC. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Sprint may require CLEC to correct any deviations from approved plans found during such inspection(s).
- 79.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, CLEC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's.
- 79.4.4. Subject to CLEC being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the CLEC to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Sprint Premises.
- 79.5. To the extent possible, Sprint will provide CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 79.6. Sprint will provide virtual collocation, subject to being technically feasible, if

physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.321).

- 79.6.1. CLEC may lease to Sprint, at no cost to Sprint, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
- 79.6.2. Virtually collocated equipment shall be purchased by CLEC. Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.
- 79.6.3. Sprint will install, maintain, and repair CLEC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties. The following services are not covered by this Agreement:
- 79.6.3.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;
- 79.6.3.2. service of attached, related, collateral or ancillary equipment or software not covered by this Section;
- 79.6.3.3. repairing damage caused to CLEC's collocated equipment by persons other than Sprint, or its authorized contractors, or
- 79.6.3.4. repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of Sprint.
- 79.6.4. CLEC warrants that Sprint shall have quiet enjoyment of the equipment. Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of Sprint and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.
- 79.6.4.1. In the event Sprint's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to

are received.

- 81.1.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
- 81.1.3. Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Sprint, Sprint will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify Sprint of the modifications or additional equipment prior to installation.
- 81.1.4. If Collocation Space is unavailable or CLEC withdraws its request, the Application fee, less the costs incurred by Sprint (e.g. engineering record search and administrative activities required to process the Application) will be refunded.
- 81.2. If CLEC wishes Sprint to consider multiple methods for collocation on a single Application, CLEC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Sprint will not select for CLEC the type of collocation to be ordered.
- 81.3. Within ten (10) Days after receiving CLEC's Application for collocation, Sprint will inform CLEC whether the Application meets each of Sprint's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, CLEC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs CLEC that there is a deficiency in an Application, Sprint will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.
- 81.4. All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.

- 81.6.5. Sprint will maintain on its Website a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 81.7. Sprint will provide a price quote within thirty (30) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 81.8. CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, CLEC does not notify Sprint that physical collocation should proceed.
- 81.9. CLEC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If CLEC makes changes to its Application in light of Sprint's written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a Revision.
- 81.10. Space preparation for the Collocation Space will not begin until Sprint receives the BFFO and all applicable fees, including all non-recurring charges required by Sprint at the time of the BFFO.

82. SPACE RESERVATION

- 82.1. The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 81. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

83. PROVISIONING INTERVALS

- 83.1. Sprint will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of receipt of a BFFO. Sprint will complete construction of Adjacent Collocation arrangements (as defined in 79.4) within one hundred-twenty (120) Days of receipt of a BFFO. If Sprint is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver.

84. CONSTRUCTION AND COMMENCEMENT OF BILLING

- 84.1. Sprint shall permit CLEC or its designated subcontractor to perform the

complete and is operational with Sprint's network. If CLEC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within one-hundred-eighty (180) Days of CLEC's acceptance of Sprint's price quote, or other time period mutually agreed to by the CLEC and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. CLEC will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

86. AUGMENTS AND ADDITIONS

- 86.1. When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay the CLEC's operation. CLEC will notify Sprint of the modifications or additional equipment prior to installation.
- 86.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
- 86.3. CLEC must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. If special or major construction is required, Sprint will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for augments.

87. USE OF COMMON AREAS

- 87.1. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of CLEC at the Collocation Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas, as Sprint may deem

connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Sprint's technical and safety standards.

88.2. The term "Adjacent" in this Section 88 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. 51.323(k)(3).

89. RATES

89.1. The rates for collocation are listed on Table Two.

89.2. If CLEC is the first collocater in the Sprint premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

89.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Sprint is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Sprint benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Sprint be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade.

89.4. Facility Modifications

89.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.

89.4.2. If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.

89.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.

89.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification

costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

89.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

90. SPRINT SERVICES AND OBLIGATIONS

90.1. Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLEC to Sprint in its Application which CLEC hereby represents to Sprint is sufficient to allow the CLEC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

90.1.1. If CLEC locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

90.2. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by the CLEC in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space. CLEC shall also pay for additional electricity provided via these circuits.

90.2.1. CLEC covenants and agrees that Sprint shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.

90.2.2. CLEC agrees to request in writing, via a complete and accurate

Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLEC's equipment shall not exceed the requested capacity.

- 90.2.3. Central office power supplied by Sprint into the CLEC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.
- 90.2.4. Sprint shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, interconnection, or provision of service.
- 90.2.5. Sprint power equipment supporting CLEC's equipment shall:
 - 90.2.5.1. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;
 - 90.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar Sprint equipment;
 - 90.2.5.3. Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;
 - 90.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of CLEC equipment plus or minus 2 feet to the left or right of CLEC's final request; and
 - 90.2.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.
- 90.2.6. Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
- 90.2.7. Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 90.2.8. Sprint will provide CLEC with written notification within ten (10)

manner consistent with Sprint's normal business practices.

90.4.1. Sprint shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If Sprint shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to Sprint, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

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

90.4.3. The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to Sprint within ten (10) Days after being billed for the repairs and maintenance by Sprint.

90.5. Sprint shall provide CLEC with notice via email three (3) Business Days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Sprint learns that such outage has occurred.

90.6. Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Sprint agrees to use its best efforts not to interfere with CLEC's use of Collocation Space. Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint.

90.6.1. No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or

render Sprint liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.

90.7. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, CLEC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.

90.7.1. Sprint reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Sprint may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Sprint personnel, or on Sundays and state and federal or other holidays recognized by Sprint, or, if CLEC's Collocation Space is not fully segregated from areas of the Premises containing Sprint equipment, shall be subject to such reasonable rules and regulations as Sprint may from time to time prescribe for its own employees and third party contractors.

90.7.2. To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Sprint is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, unless the damage is the result of gross negligence or willful misconduct on the part of Sprint.

90.8. Sprint shall have access to CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the CLEC's Collocation Space has been established, and if conditions permit, Sprint will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

90.8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet

enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Sprint.

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

91. CLEC'S OBLIGATIONS

91.1. CLEC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLEC shall promptly notify Sprint of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.

91.2. CLEC agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:

91.2.1. CLEC must obtain non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation Space.

91.2.2. CLEC will supply to Sprint the completed access form for employees or approved vendors who require access to the Premises. Sprint may reasonably deny access to any person into the building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint. Sprint may issue security cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.

91.2.3. CLEC is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. CLEC will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.

91.2.4. In the event that a key is lost, CLEC is responsible for costs associated with recoring locks and reissuing keys to Sprint and other parties authorized to access the Premise.

- 91.2.5. CLEC's employees, agents, invitees and vendors must display identification cards at all times.
- 91.2.6. CLEC will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
- 91.2.7. Removal of all furniture, equipment or similar articles will be based on local Sprint security practices. These security practices will not be more stringent for CLEC than Sprint requires for its own employees or Sprint's contractors.
- 91.2.8. Before leaving the Collocation Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this section.
- 91.2.9. CLEC agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to CLEC, to CLEC personnel while on Sprint Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 91.2.10. CLEC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Sprint. CLEC shall promptly update this information as changes occur.
- 91.3. CLEC will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in CLEC facility. CLEC shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 91.4. CLEC shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Sprint premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 91.5. CLEC shall not place Electro-Chemical Storage Batteries of any type inside the

collocation space.

- 91.6. CLEC shall provide Sprint with written notice three (3) Business Days prior to those instances where CLEC or its subcontractors perform work, which is to be a known service affecting activity. CLEC will inform Sprint by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.
- 91.7. CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.
- 91.8. CLEC shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
 - 91.8.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by Sprint and CLEC shall reimburse Sprint for the cost thereof in the same proportion as the size of the CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 91.9. CLEC shall identify and shall notify Sprint in writing of any Hazardous Materials CLEC may bring onto the Premises, and will provide Sprint copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, *et seq.*). CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. CLEC will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
 - 91.9.1. CLEC shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations

are more stringent.

91.9.2. If Sprint discovers that CLEC has brought onto Sprint's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Sprint may, at Sprint's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to Sprint, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.

91.9.3. CLEC shall indemnify and hold harmless Sprint, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Sprint or asserted against Sprint by any other party or parties (including, without limitation, Sprint's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials.

91.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

91.10. CLEC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority

having jurisdiction over the Building. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

- 91.10.1. CLEC shall not exceed the Uniformly Distributed Live Load Capacity. Sprint shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide Sprint with equipment profile information prior to installation authorization.
- 91.10.2. CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Sprint.
- 91.10.3. CLEC shall not use the name of the Building or Sprint for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.
- 91.10.4. CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space as specified in this Agreement without the prior written consent of Sprint.
- 91.10.5. CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.
- 91.10.6. CLEC shall not, without the prior written consent of Sprint install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 91.10.7. CLEC shall not use the Collocation Space for housing, lodging or sleeping purposes.

- 91.10.8. CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space. val
- 91.10.9. CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired. o,
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- 91.11. CLEC, its employees, agents, contractors, and business invitees shall: nse
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such
 - 91.11.1. comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and as
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 - 91.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof. ie
- 91.12. CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC. ind
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 - 91.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. CLEC shall permit Sprint to inspect all construction operations within the Collocation Space. e,
or
 - 91.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLEC or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted. in
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 - 91.12.3. All fixtures and other equipment to be used by CLEC in, about or g,
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be moved in and out of the Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at CLEC's sole risk and responsibility;

92.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Sprint shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;

92.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;

92.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless Sprint exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;

92.1.10. Close the Building at such reasonable times as Sprint may determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to CLEC's right to access.

92.2. If the owner of the Building or Sprint sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Sprint's performance under this Agreement shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

92.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

93. INSURANCE

93.1. During the term of this Agreement, CLEC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to

do business in all jurisdictions where any Property is located, not less than the following insurance:

- 93.1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;
- 93.1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;
- 93.1.3. Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
- 93.1.4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and
- 93.1.5. "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within the Property, naming Sprint as loss payee. CLEC may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur.
- 93.2. Nothing contained in this Section shall limit CLEC's liability to Sprint to the limits of insurance certified or carried.
- 93.3. All policies required of the CLEC shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.
- 93.4. CLEC shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Sprint.
- 93.5. Sprint will carry not less than the insurance coverages and limits required of CLEC.

94.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLEC shall give Sprint written notice thereof as soon as CLEC obtains such knowledge.

94.3.2. CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the thirty-day period.

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

95. LIMITATION OF LIABILITY

95.1. SPRINT SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY SPRINT'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

95.2. SPRINT WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT SPRINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

96. PARTIAL DESTRUCTION

96.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the Collocation Space to its previous condition. CLEC's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, Sprint notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation Space. If Sprint does not elect to terminate CLEC's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.

96.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of CLEC, its agents,

employees, contractors, CLECs, customers or business invitees, unless Sprint otherwise elects, the CLEC's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, CLEC shall reimburse Sprint for the cost of such repairs, or CLEC shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.

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

97. EMINENT DOMAIN

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

98. BANKRUPTCY

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

99. ASBESTOS

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

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

100. MISCELLANEOUS

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

Table One

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY:	PENNSYLVANIA	3/11/2005
MRC	NRC			
		RESALE DISCOUNTS		
		Other than Operator / DA	MRC	NRC
			10.87%	
		Op Assist / DA		
			15.26%	
		USAGE FILE CHARGES		
			MRC	NRC
UF01		Message Provisioning, per message	\$0.00307	
UF02		Data Transmission, per message	\$0.00000	
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		OTHER CHARGES		
			MRC	NRC
	UP026	Temporary Suspension of Service for Resale - SUSPEND		\$0.00
	UP027	Temporary Suspension of Service for Resale - RESTORE		\$21.00
	UP028	PIC Change Charge, per change		Per Tariff
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL		
			MRC	NRC
	OC015	Tag and Label on a new install loop or resale		\$4.85
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$9.70
	OC014	Tag and Label on an add'l loop or resale on the same order at the same location		\$3.88
		TRIP CHARGE		
			MRC	NRC
	OC003	Trip Charge		\$20.04
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR		
			MRC	NRC
	SO001	Manual Service Order NRC		\$17.47
	SO002	Manual Service Order - Listing Only		\$17.47
	SO003	Manual Service Order - Change Only		\$17.47
	SO004	Electronic Service Order (IRES)		\$9.65
	SO005	Electronic Service Order - Listing Only		\$9.65
	SO006	Electronic Service Order - Change Only		\$9.65
	OC008	2-Wire Loop Cooperative Testing		\$41.71
	OC009	4-Wire Loop Cooperative Testing		\$51.41
	OC010	Trouble Isolation Charge		\$63.46
	OC016	Change Telephone Number, per change		\$15.65
	OC017	LNP Coordinated Conversion - Lines 1 -10		\$48.90
	OC018	LNP Coordinated Conversion - Each additional line		\$4.38
	OC023	LNP Conversion - 10 Digit Trigger		\$0.00
		UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)		

	OC021	DS1 Loop, per circuit		\$94.91
	OC021	DS1 Transport, per circuit		\$94.91
	OC022	DS3 Loop, per circuit		ICB
	OC022	DS3 Transport, per circuit		ICB
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		PRE-ORDER LOOP QUALIFICATION		
			MRC	NRC
	PQ001	Loop Make-Up Information		\$11.59
		LOOPS (RATES INCLUDE NID CHARGE)		
			MRC	NRC
		2-Wire Analog		
AA013		Band 1	\$30.30	
AA014		Band 2	\$52.13	
AA015		Band 3	\$84.24	
	AA002	First Line		\$119.86
	AA003	Second Line and Each Additional Line (same time)		\$56.01
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$72.95
	AA005	Disconnect		\$32.56
		4-Wire Analog		
AA017		Band 1	\$59.30	
AA018		Band 2	\$102.82	
AA019		Band 3	\$166.67	
	AA008	First Line		\$155.87
	AA009	Second Line and Each Additional Line (same time)		\$92.01
	AA010	Re-install (Cut Thru and Dedicated Vacant)		\$91.19
	AA011	Disconnect		\$36.78
		2-Wire xDSL - Capable Loop		
AA013		Band 1	\$30.30	
AA014		Band 2	\$52.13	
AA015		Band 3	\$84.24	
	DX009	First Line		\$115.84
	DX002	Second Line and Each Additional Line (same time)		\$51.99
	DX003	Re-install (Cut Thru and Dedicated Vacant)		\$70.94
	DD004	Disconnect		\$32.56
		4-Wire xDSL - Capable Loop		
DX010		Band 1	\$56.22	
DX011		Band 2	\$99.74	
DX012		Band 3	\$163.59	
	DX014	First Line		\$150.34
	DX015	Second Line and Each Additional Line (same time)		\$86.49
	DX016	Re-install (Cut Thru and Dedicated Vacant)		\$88.44
	DX017	Disconnect		\$36.78

		2-Wire Digital Loop		
AA013		Band 1	\$30.30	
AA014		Band 2	\$52.13	
AA015		Band 3	\$84.24	
	DD002	First Line		\$176.49
	DD003	Second Line and Each Additional Line (same time)		\$109.89
	DD004	Disconnect		\$32.56
		2-Wire ISDN-BRI Digital Loop		
DD013		Band 1	\$46.07	
DD014		Band 2	\$77.75	
DD015		Band 3	\$131.09	
	DD002	First Line		\$176.49
	DD003	Second Line and Each Additional Line (same time)		\$109.89
	DD004	Disconnect		\$32.56
		4-Wire Digital Loop (no electronics)		
DD017		Band 1	\$59.30	
DD018		Band 2	\$102.82	
DD019		Band 3	\$166.67	
	DD006	First Line		\$251.65
	DD007	Second Line and Each Additional Line (same time)		\$185.05
	DD008	Disconnect		\$36.78
		Digital 56k-64k Loop		
DD021		Band 1	\$44.29	
DD022		Band 2	\$59.66	
DD023		Band 3	\$83.10	
	DD002	First Line		\$176.49
	DD003	Second Line and Each Additional Line (same time)		\$109.89
	DD004	Disconnect		\$32.56
		DS1 Service and ISDN PRI Loop		
DD025		Band 1	\$154.15	
DD026		Band 2	\$137.62	
DD027		Band 3	\$270.37	
	DD010	First Line		\$281.68
	DD011	Second Line and Each Additional Line (same time)		\$215.08
	DD008	Disconnect		\$36.78
		DS3 Service		
HC002	HC001	Add DS3 to existing fiber system	\$1,685.37	\$101.62
	HC003	Disconnect		\$29.52
		LOOP CONDITIONING	MRC	NRC
	LC001	Load Coil Removal for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$1.61

	LC002	Conditioning Engineering Charge - per loop		\$44.80
	LC003	Conditioning Trip Charge - per loop		\$24.04
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
	LC004	Unload cable pair, per Underground location		\$532.33
	LC005	Unload Addtl cable pair, UG same time, same location and cable		\$2.17
	LC006	Unload cable pair, per Aerial or Buried Location		\$37.02
	LC007	Unload Addtl cable pair, AE or BU, same time, location and cable		\$2.07
		Bridged Tap or Repeater Removal - Any Loop Length		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$530.62
	LC013	Remove each Addtl Bridged Tap or Repeater, UG same time, location and cable		\$0.46
	LC014	Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$35.39
	LC015	Remove each Addtl Bridged Tap or Repeater, AE or BU same time, location and cable		\$0.43
		SUB LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Voice Grade and Digital Data Distribution		
	SB002	Band 1	\$16.42	
	SB003	Band 2	\$26.70	
	SB004	Band 3	\$37.20	
	SB010	First Line		\$126.21
	SB011	Second Line and Each Additional Line (same time)		\$41.87
	SB012	Disconnect		\$53.51
		4 Wire Voice Grade and Digital Data Distribution		
	SB006	Band 1	\$32.34	
	SB007	Band 2	\$52.54	
	SB008	Band 3	\$73.18	
	SB013	First Line		\$175.32
	SB014	Second Line and Each Additional Line (same time)		\$67.08
	SB015	Disconnect		\$65.14
		DEDICATED INTEROFFICE TRANSPORT	MRC	NRC
DT2	DT004	DS1	Refer to Dedicated Transport Table	\$122.22
	DT005	DS1 Disconnect		\$19.40
DT3	DT007	DS3	Refer to Dedicated Transport Table	\$134.03
	DT008	DS3 Disconnect		\$31.21
		MULTIPLEXING	MRC	NRC
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$209.29	\$84.44

DT026		Channel Bank Card (per DS0)	\$5.15	
	DT020	DS1-DS0 Disconnect		\$12.34
DT024	DT021	Multiplexing - DS3-DS1 (per DS3)	\$240.16	\$113.43
	DT022	DS3-DS1 Disconnect		\$41.33
		UNBUNDLED DARK FIBER	MRC	NRC
	DF007	Dark Fiber Application & Quote Preparation Charge Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		\$314.66
		Transport		
DF009		Interoffice, per foot per fiber - Statewide Average	\$0.0058	
		Additional Charges Applicable to Transport		
DF011		Fiber Patch Cord, per fiber	\$1.02	
DF012		Fiber Patch Panel, per fiber	\$1.03	
	DF001	Initial Patch Cord Installation / Disconnect, Field Location		\$25.30
	DF002	Add'l Patch Cord Installation / Disconnect, Field Loc., Same Time/Location		\$8.43
	DF003	Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$198.83
	OC011	Dark Fiber End-to-End Testing, Initial Strand		\$59.04
	OC012	Dark Fiber End-to-End Testing, Subsequent Strand		\$16.87
		EEL COMBINATIONS	MRC	NRC
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		RECIPROCAL COMPENSATION	MRC	NRC
		Transit: End Office - per MOU	\$0.003188	N/A
		Transit: Tandem Switching - per MOU	\$0.003190	N/A
		Transit: Shared Transport - per MOU	\$0.003389	N/A
		FCC Ordered ISP-bound Traffic Termination Rate (per MOU) = \$0.0007		
		TRANSIT SERVICE	MRC	NRC
		Transit Service Charge - per MOU	\$0.006579	N/A
		DATABASE, available via contract or tariff	MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - Per Interstate Tariff	\$0.03660	
DB005		Line Information Database query transport (LIDB) - Per Interstate Tariff	\$0.01600	
DB006		Calling Name Database Access Service query (CNAM) - Contracted, MTM	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - Contracted, 3 year term	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - Contracted, 3 + year term	\$0.00550	

		OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)	MRC	NRC
	DA002	Operator and Directory Assistance Services		Refer to Retail Tariff
		911 AND E911 TRANSPORT AND TERMINATION	MRC	NRC
DB011	DB007	911 and E911 Transport - DS1	Refer to Dedicated Transport Table	\$122.22
		STREET INDEX GUIDE	MRC	NRC
	DB008	SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00

Transport

Route (Exchange to Exchange)		Route (CLLI to CLLI)		Dedicated	Dedicated
Originating	Terminating	Originating	Terminating	DS1 Rate	DS3 Rate
Allensville	Belleville	ALVLPAXARSI	BLVLPAXBRSI	\$852.04	\$23,597.15
Bedford	Bedford Valley	BDFRPAXBDS0	BDVYPAXBRSI	\$2,997.48	\$83,669.63
Bedford	Charlesville	BDFRPAXBDS0	CLVLPAXCRSI	\$1,913.28	\$53,312.06
Bedford	Everett	BDFRPAXBDS0	EV RTPAXERSI	\$336.86	\$8,197.61
Bedford	Fishertown	BDFRPAXBDS0	FSTWPAXFRSI	\$1,155.42	\$32,091.66
Bedford	Osterburg	BDFRPAXBDS0	OSBG PAXORSI	\$336.86	\$8,197.61
Bedford	Schellsburg	BDFRPAXBDS0	SCBG PAXSRSI	\$608.74	\$16,784.67
Bedford Valley	Hyndman	BDVYPAXBRSI	HYND PAXHRSI	\$6,140.17	\$171,404.32
Beech Creek	Howard	BCKPAXBRSI	HWRDPAXHRSI	\$769.33	\$21,281.29
Beech Creek	Mill Hall	BCKPAXBRSI	MLHLPAXEDS0	\$769.33	\$21,281.29
Belleville	Reedsville	BLVLPAXBRSI	RDVLPAXRDS0	\$852.04	\$23,597.15
Biglerville	Gettysburg	BIGVPAXBRSI	GTBGPAXGDS0	\$517.20	\$13,247.33
Biglerville	York Springs	BIGVPAXBRSI	YRSP PAXYRSI	\$517.20	\$13,247.33
Blacktown	Plain Grove	BLTWPAXBRSI	PAGVPAXPRS0	\$791.92	\$21,913.71
Blacktown	Volant	BLTWPAXBRSI	VLNTPAXVRS0	\$791.92	\$21,913.71
Blain	Carlisle	BLINPAXBRSI	CRLSPAXCDS0	\$1,283.96	\$34,716.02
Blain	East Waterford	BLINPAXBRSI	EWFR PAXERSI	\$1,283.96	\$34,716.02
Blain	Loysville	BLINPAXBRSI	LYSVPAXLRSI	\$1,283.96	\$34,716.02
Blue Ridge Summit	Waynesboro	BLRSPAXBRSI	WYBOPAXWDS0	\$255.44	\$6,892.09
Bruin	Chicora	BRINPAXBRS0	CHCR PAXCRS0	\$957.47	\$25,574.57
Bruin	North Washington	BRINPAXBRS0	NWSP PAXNRS0	\$957.47	\$25,574.57
Bruin	Parker	BRINPAXBRS0	PRKR PAXPRS0	\$957.47	\$25,574.57
Bruin	Petrolia	BRINPAXBRS0	PTRL PAXPRS0	\$957.47	\$25,574.57
Butler	Chicora	BTLRPAXBDS0	CHCR PAXCRS0	\$957.47	\$25,574.57
Butler	Connoquenessing	BTLRPAXBDS0	CNQNPAXCRS0	\$433.23	\$10,896.17
Butler	Meridian	BTLRPAXBDS0	MRDN PAXMRS0	\$433.23	\$10,896.17
Butler	Nixon	BTLRPAXBDS0	NIXNPAXNRS0	\$433.23	\$10,896.17
Butler	North Washington	BTLRPAXBDS0	NWSP PAXNRS0	\$957.47	\$25,574.57
Butler	Petrolia	BTLRPAXBDS0	PTRL PAXPRS0	\$957.47	\$25,574.57
Butler	Portersville	BTLRPAXBDS0	PTVLPAXPRS0	\$1,224.25	\$34,018.98
Butler	Prospect	BTLRPAXBDS0	PRSP PAXPRS0	\$1,224.25	\$34,018.98
Butler	Slippery Rock	BTLRPAXBDS0	SLRKPAXSDS0	\$1,224.25	\$34,018.98
Butler	West Sunbury	BTLRPAXBDS0	WSNB PAXWRS0	\$1,547.19	\$41,826.51
Carlisle	Columbia	CRLSPAXCDS0	CLMAPAXCDS0	\$284.55	\$6,914.94
Carlisle	Duncannon	CRLSPAXCDS0	DNCNPAXDRSI	\$1,037.80	\$27,563.36
Carlisle	Elizabethtown	CRLSPAXCDS0	EZTWPAXEDS0	\$284.55	\$6,914.94
Carlisle	Greencastle	CRLSPAXCDS0	GNCSPAXGRSI	\$445.72	\$11,336.47
Carlisle	Loysville	CRLSPAXCDS0	LYSVPAXLRSI	\$455.03	\$11,506.06
Carlisle	McConnellsburg	CRLSPAXCDS0	MCBG PAXMRSI	\$628.45	\$16,452.98
Carlisle	Mifflintown	CRLSPAXCDS0	MFTWPAXMDS0	\$1,283.96	\$34,716.02
Carlisle	Mount Holly Springs	CRLSPAXCDS0	MHSPPAXMRSI	\$332.94	\$9,062.39
Carlisle	Mount Joy	CRLSPAXCDS0	MTJYPAXMDS0	\$284.55	\$6,914.94
Carlisle	Newport	CRLSPAXCDS0	NWPT PAXNDS0	\$455.03	\$11,506.06
Carlisle	Newville	CRLSPAXCDS0	NVLC PAXNRSI	\$1,055.69	\$28,324.52
Carlisle	Reedsville	CRLSPAXCDS0	RDVLPAXRDS0	\$2,136.00	ICB
Carlisle	Waynesboro	CRLSPAXCDS0	WYBOPAXWDS0	\$445.72	\$11,336.47
Chambersburg	Dry Run	CHBGPAXCDS0	DYRNPAXDRSI	\$878.26	\$23,096.51
Chambersburg	Fayetteville	CHBGPAXCDS0	FYVLPAXFRSI	\$121.82	\$2,176.57
Chambersburg	Greencastle	CHBGPAXCDS0	GNCSPAXGRSI	\$202.01	\$4,421.53
Chambersburg	Marion	CHBGPAXCDS0	MARN PAXMRSI	\$384.74	\$9,538.04

Chambersburg	McConnellsburg	CHBGPAXCDS0	MCBGPAXMRS1	\$384.74	\$9,538.04
Chambersburg	Mercersburg	CHBGPAXCDS0	MRCBPAXMRS1	\$586.74	\$13,959.57
Chambersburg	Newburg	CHBGPAXCDS0	NWBGPAxNRS1	\$510.80	\$11,833.53
Chambersburg	Saint Thomas	CHBGPAXCDS0	STTMPAXSRs1	\$384.74	\$9,538.04
Chambersburg	Shippensburg	CHBGPAXCDS0	SHIPPAXSDS0	\$243.94	\$5,595.83
Charlesville	Everett	CLVLPAXCRS1	EV RTPAXERS1	\$2,250.14	\$61,509.67
Chicora	North Washington	CHCRPAXCRS0	NWSHPAXNRS0	\$957.47	\$25,574.57
Chicora	Petrolia	CHCRPAXCRS0	PTRLPAXPRS0	\$957.47	\$25,574.57
Claysburg	Osterburg	CYBGPAXCRS1	OSBGPAXORS1	\$336.86	\$8,197.61
Claysburg	Roaring Springs	CYBGPAXCRS1	RRSPPAXRRS1	\$336.86	\$8,197.61
Clearville	Everett	CLRVPAXCRS1	EV RTPAXERS1	\$476.13	\$11,967.28
Columbia	Elizabethtown	CLMAPAXCDS0	EZTWPAXEDS0	\$221.57	\$4,969.32
Columbia	Marietta	CLMAPAXCDS0	MRTTPAXMRS1	\$221.57	\$4,969.32
Columbia	Mount Joy	CLMAPAXCDS0	MTJYPAXMDS0	\$221.57	\$4,969.32
Columbia	Mountville	CLMAPAXCDS0	MTVLPAXMRS1	\$221.57	\$4,969.32
Columbia - H	Carlisle - T	CLMAPAXCDS0	CRLSPAXC7IT	\$284.55	\$6,914.94
Connoquenessing	Evans City	CNQNPAxCRS0	EV CYPAXERS0	\$433.23	\$10,896.17
Connoquenessing	Meridian	CNQNPAxCRS0	MRDNPAXMRS0	\$433.23	\$10,896.17
Connoquenessing	Nixon	CNQNPAxCRS0	NIXNPAxNRS0	\$433.23	\$10,896.17
Connoquenessing	Prospect	CNQNPAxCRS0	PRSPPAxPRS0	\$1,657.48	\$44,915.15
Duncannon	Marysville	DNCNPAxDRS1	MYVIPAXMDS0	\$582.77	\$16,057.30
Duncannon	New Bloomfield	DNCNPAxDRS1	NBFDPAxNRS1	\$582.77	\$16,057.30
Duncannon	Newport	DNCNPAxDRS1	NWPTPAxNDS0	\$582.77	\$16,057.30
East Waterford	Mifflintown	EWFRPAxERS1	MFTWPAxMDS0	\$1,283.96	\$34,716.02
East Waterford	Port Royal	EWFRPAxERS1	PTRYPAxPRS1	\$1,283.96	\$34,716.02
Eau Claire	Emlenton	EUCLPAxERS0	EMTNPAxERS1	\$957.47	\$25,574.57
Eau Claire	Foxburg	EUCLPAxERS0	FXBGPAXFRS1	\$957.47	\$25,574.57
Eau Claire	North Washington	EUCLPAxERS0	NWSHPAXNRS0	\$957.47	\$25,574.57
Eau Claire	Parker	EUCLPAxERS0	PRKRPAXPRS0	\$957.47	\$25,574.57
Elizabethtown	Marietta	EZTWPAXEDS0	MRTTPAXMRS1	\$221.57	\$4,969.32
Elizabethtown	Mount Joy	EZTWPAXEDS0	MTJYPAXMDS0	\$221.57	\$4,969.32
Elizabethtown - H	Carlisle - T	EZTWPAXEDS0	CRLSPAXC7IT	\$284.55	\$6,914.94
Emlenton	Foxburg	EMTNPAxERS1	FXBGPAXFRS1	\$957.47	\$25,574.57
Emlenton	Parker	EMTNPAxERS1	PRKRPAXPRS0	\$957.47	\$25,574.57
Evans City	Nixon	EV CYPAXERS0	NIXNPAxNRS0	\$433.23	\$10,896.17
Everett	Hopewell	EV RTPAXERS1	HPWLPAXHRS1	\$1,973.60	\$53,766.01
Fairfield (Adams)	Gettysburg	FRFDPAXFRS1	GTBGPAXGDS0	\$300.90	\$8,165.37
Fayetteville	Hanover (York)	FYVLPAXFRS1	HNVRPAxHDS0	\$365.53	\$9,091.51
Fishertown	Osterburg	FSTWPAxFRS1	OSBGPAXORS1	\$1,492.28	\$40,289.27
Fishertown	Schellsburg	FSTWPAxFRS1	SCBGPAXSRs1	\$1,764.16	\$48,876.33
Foxburg	Parker	FXBGPAXFRS1	PRKRPAXPRS0	\$957.47	\$25,574.57
Gettysburg - H	Carlisle - T	GTBGPAXGDS0	CRLSPAXC7IT	\$284.55	\$6,914.94
Greencastle	Marion	GNCSPAxGRS1	GNCSPAxGRS1	\$202.01	\$4,421.53
Greencastle	Mercersburg	GNCSPAxGRS1	MRCBPAXMRS1	\$586.74	\$13,959.57
Greencastle	Waynesboro	GNCSPAxGRS1	WYBOPAXWDS0	\$202.01	\$4,421.53
Hanover - H	Carlisle - T	HNVRPAxHDS0	CRLSPAXC7IT	\$284.55	\$6,914.94
Hanover	Biglerville	HNVRPAxHDS0	BIGVPAxBRS1	\$760.91	ICB
Hanover	Columbia	HNVRPAxHDS0	CLMAPAXCDS0	\$284.55	\$6,914.94
Hanover	Gettysburg	HNVRPAxHDS0	GTBGPAXGDS0	\$338.30	\$8,281.99
Hanover	Greencastle	HNVRPAxHDS0	GTBGPAXGDS0	\$445.72	\$11,336.47
Hanover	Mountville	HNVRPAxHDS0	MTVLPAXMRS1	\$465.28	ICB
Hanover	Newport	HNVRPAxHDS0	NWPTPAxNDS0	\$698.74	\$18,421.00
Hanover (York)	Littlestown	HNVRPAxHDS0	LTTWPAxLRS1	\$471.94	\$11,980.25
Hanover (York)	New Oxford	HNVRPAxHDS0	NWOXPAxNDS0	\$471.94	\$11,980.25
Hanover (York)	Waynesboro	HNVRPAxHDS0	WYBOPAXWDS0	\$445.72	\$11,336.47
Harrisville	Plain Grove	HRVLPAXHRS0	PAGVPAxPRS0	\$1,539.62	\$42,589.18
Harrisville	Portersville	HRVLPAXHRS0	PTVLPAXPRS0	\$1,971.94	\$54,694.45

Harrisville	Slippery Rock	HRVLPAXHRS0	SLRKPAXSDS0	\$747.70	\$20,675.47
Harrisville	Volant	HRVLPAXHRS0	VLNTPAXVRS0	\$1,539.62	\$42,589.18
Harrisville	West Sunbury	HRVLPAXHRS0	WSNBPAXWRS0	\$2,294.89	\$62,501.97
Howard	Zion	HWRDPAXHRS1	ZIONPAXZRS1	\$769.33	\$21,281.29
Ickesburg	Loysville	ICBGPAXIRS1	LYSVPAXLRS1	\$455.03	\$11,506.06
Ickesburg	Millerstown	ICBGPAXIRS1	MLTWPAXMRS1	\$2,890.32	\$78,198.93
Ickesburg	(Perry)	ICBGPAXIRS1	NBFDPAxNRS1	\$455.03	\$11,506.06
Ickesburg	New Bloomfield	ICBGPAXIRS1	NWPTPAXNDS0	\$455.03	\$11,506.06
Ickesburg	Newport	ICBGPAXIRS1	PTRYPAXPRS1	\$1,738.99	\$46,222.08
Ickesburg	Port Royal	ICBGPAXIRS1	GTBGPAXGDS0	\$756.49	\$18,895.19
Littlestown	Gettysburg	LTTWPAXLRS1	NWOXPAXNDS0	\$471.94	\$11,980.25
Littlestown	New Oxford	LTTWPAXLRS1			
Liverpool	Millerstown	LVRPPAXLRS1	MLTWPAXMRS1	\$1,151.33	\$31,976.86
Liverpool	(Perry)	LVRPPAXLRS1	NWPTPAXNDS0	\$1,151.33	\$31,976.86
Liverpool	Newport	LVRPPAXLRS1	MRBGPAXMRS1	\$336.86	\$8,197.61
Loysburg	Martinsburg	LYBGPAXLRS1	RRSPPAXRRS1	\$336.86	\$8,197.61
Loysburg	Martinsburg	LYBGPAXLRS1	NBFDPAxNRS1	\$455.03	\$11,506.06
Loysville	Roaring Springs	LYSVPAXLRS1	MTJYPAXMDS0	\$221.57	\$4,969.32
Loysville	New Bloomfield	LYSVPAXLRS1	MTVLPAXMRS1	\$221.57	\$4,969.32
Marietta	Mount Joy	MRTTPAXMRS1	MCONELLSTN	\$2,532.74	\$68,187.60
Marietta	Mountville	MRTTPAXMRS1	RRSPPAXRRS1	\$336.86	\$8,197.61
Marklesburg	McConnellstown	MKBGPAXMRS1	WLBGPAXWRS1	\$797.39	\$20,832.58
Martinsburg	Roaring Springs	MRBGPAXMRS1	CRLSPAXC71T	\$1,037.80	\$27,563.36
Martinsburg	Williamsburg	MRBGPAXMRS1	MFTWPAXMDS0	\$1,151.33	\$31,976.86
Marysville - H	Carlisle - T	MYVIPAXMDS0	PTRYPAXPRS1	\$2,435.29	\$66,692.88
McAlisterville	Mifflintown	MCLVPAXMRS1	RCFDPAXRRS1	\$1,151.33	\$31,976.86
McAlisterville	Port Royal	MCLVPAXMRS1	TMTWPAXTRS1	\$1,151.33	\$31,976.86
McAlisterville	Richfield	MCLVPAXMRS1	GNCSPAXGRS1	\$586.74	\$13,959.57
McAlisterville	Thompsontown	MCLVPAXMRS1	STTMPAXSRS1	\$586.74	\$13,959.57
Mercersburg	Marion	MRCBPAXMRS1	NIXNPAXNRS0	\$433.23	\$10,896.17
Mercersburg	Saint Thomas	MRCBPAXMRS1	PRSPAXPRS0	\$1,657.48	\$44,915.15
Meridian	Nixon	MRDNPAXMRS0	PTRYPAXPRS1	\$1,283.96	\$34,716.02
Meridian	Prospect	MRDNPAXMRS0	TMTWPAXTRS1	\$1,151.33	\$31,976.86
Meridian	Port Royal	MFTWPAXMDS0	CRLSPAXC71T	\$1,283.96	\$34,716.02
Meridian	Thompsontown	MFTWPAXMDS0			
Mifflintown	Carlisle - T	MFTWPAXMDS0			
Mifflintown	New Bloomfield	MLTWPAXMRS1	NBFDPAxNRS1	\$2,890.32	\$78,198.93
Mifflintown - H	Newport	MLTWPAXMRS1	NWPTPAXNDS0	\$2,435.29	\$66,692.88
Millerstown	Thompsontown	MLTWPAXMRS1	TMTWPAXTRS1	\$2,435.29	\$66,692.88
Millerstown	(Perry)	MLTWPAXMRS1	MTVLPAXMRS1	\$221.57	\$4,969.32
Millerstown	(Perry)	MLTWPAXMRS1	CRLSPAXC71T	\$284.55	\$6,914.94
Millerstown	(Perry)	MLTWPAXMRS1	CLMAPAXCDS0	\$221.57	\$4,969.32
Mount Joy	Mountville	MTJYPAXMDS0	NWPTPAXNDS0	\$455.03	\$11,506.06
Mount Joy - H	Carlisle - T	MTJYPAXMDS0	CRLSPAXC71T	\$284.55	\$6,914.94
Mountville	Columbia	MTVLPAXMRS1	NVLCPAxNRS1	\$727.01	\$16,652.98
New Bloomfield	Newport	NBFDPAxNRS1	SHIPPAXSDS0	\$266.86	\$6,237.70
New Oxford - H	Carlisle - T	NWOXPAXNDS0	CRLSPAXC71T	\$455.03	\$11,506.06
Newburg	Newville	NWBGPAxNRS1			
Newburg	Shippensburg	NWBGPAxNRS1			
Newport - H	Carlisle - T	NWPTPAXNDS0			
North					
Washington	Petrolia	NWSHPAXNRS0	PTRLPAXPRS0	\$957.47	\$25,574.57
Washington	West Sunbury	NWSHPAXNRS0	WSNBPAXWRS0	\$1,547.19	\$41,826.51
Orbisonia	Shade Gap	ORBSPAXORS1	SHGPPAXSRS1	\$1,873.80	\$49,997.14
Orbisonia	Three Springs	ORBSPAXORS1	THSPPAXTRS1	\$1,873.80	\$49,997.14
Parker	Petrolia	PRKRPAXPRS0	PTRLPAXPRS0	\$957.47	\$25,574.57
Plain Grove	Portersville	PAGVPAXPRS0	PTVLPAXPRS0	\$2,016.17	\$55,932.69
Plain Grove	Slippery Rock	PAGVPAXPRS0	SLRKPAXSDS0	\$791.92	\$21,913.71
Plain Grove	Volant	PAGVPAXPRS0	VLNTPAXVRS0	\$1,539.62	\$42,589.18
Port Royal	Thompsontown	PTRYPAXPRS1	TMTWPAXTRS1	\$2,435.29	\$66,692.88

Portersville	Prospect	PTVLPAXPRS0	PRSPAXPRS0	\$1,224.25	\$34,018.98
Portersville	Slippery Rock	PTVLPAXPRS0	SLRKPAXSDS0	\$2,181.72	\$59,593.55
Portersville	Volant	PTVLPAXPRS0	VLNTPAXVRS0	\$2,016.17	\$55,932.69
Reedsville - H	Carlisle - T	RDVLPAXRDS0	CRLSPAXC7IT	\$2,136.00	\$58,313.17
Shade Gap	Three Springs	SHGPPAXRSR1	THSPAXTRS1	\$1,873.80	\$49,997.14
Slippery Rock	Volant	SLRKPAXSDS0	VLNTPAXVRS0	\$791.92	\$21,913.71
Slippery Rock	West Sunbury	SLRKPAXSDS0	WSNPAXWRS0	\$1,547.19	\$41,826.51
Thompsontown	McAlisterville	TMTWPAXTRS1	MCLVPAXMRS1	\$1,151.33	\$31,976.86
Waynesboro - H	Chambersburg - T	WYBOPAXWDS0	CHBGPAXC7IT	\$202.01	\$4,421.53
York Springs	Gettysburg	YRSPAXYRS1	GTBGPAXGDS0	\$517.20	\$13,247.33

Table Two

Table 2: Rates for the State of Pennsylvania

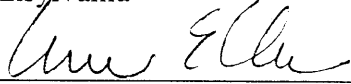
Rate Element Description		
Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	\$ 2,655.77	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,504.45	N/A
Minor Augment Fee	\$ 792.91	N/A
Minor Augment - Administrative & Project Management Fee	\$ 735.91	N/A
Minor Augment - Transmission Engineering Fee	\$ 505.73	N/A
Major Augment Fee	\$ 1,576.00	N/A
Major Augment - Administrative & Project Management Fee	\$ 1,910.28	N/A
Major Augment - Transmission Engineering Fee	\$ 1,485.58	N/A
Space Report (per wire center)	\$ 886.68	N/A
Security Cage Construction		
Security Cage - Engineering	\$ 477.61	N/A
Security Cage - Construction (per Linear Foot)	\$ 47.18	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	\$ 10.56
DC Power		
Power Costs (per Load Ampere Ordered)	N/A	\$ 18.54
Power Costs (per Connection to Power Plant up to 30 Amps)	\$ 1,323.92	\$ 16.06
Power Costs (per Connection to Power Plant 31-60 Amps)	\$ 2,309.26	\$ 26.29
Power Costs (per Connection to Power Plant 61-100 Amps)	\$ 8,471.71	\$ 85.19
Additional Cost per Foot Over 110 Linear Feet	\$ 163.90	\$ 1.56
Power Costs (per Connection to Power Plant 101-200 Amps)	\$ 18,684.12	\$ 184.65
Additional Cost per Foot Over 110 Linear Feet	\$ 309.72	\$ 2.94
AC Power		
AC Outlet Installation (per 20 amp outlet)	\$ 1,063.89	N/A
Overhead Lights (per set of 2)	\$ 1,562.11	N/A
Cross Connect Facilities		
DS0 Switchboard Cable (per 100 Pair)	N/A	\$ 27.46
DS0 Co-Carrier Direct Cabling (per 100 Pair Switchboard Cable)	\$ 513.79	\$ 7.50
DS1 Cross Connect (per DS1 in 28-pack Increments)	N/A	\$ 1.57
DS1 Co-Carrier Direct Cabling (per DS1 28-pack Cable)	\$ 527.46	\$ 8.92
DS3 Cross Connect (per DS3 in 12-pack Increments)	N/A	\$ 19.60
DS3 Co-Carrier Direct Cabling (per DS3 12-pack Cable)	\$ 1819.56	\$ 20.52
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 15.68
Optical Co-Carrier Direct Cabling (per 4-Fiber Cable)	\$ 206.86	\$ 9.65
Internal Cable Space (per 48-Fiber Cable)	N/A	\$ 41.99
Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	\$ 28.30
Internal Cable (per 48-Fiber Cable)	\$ 1,152.00	\$ 36.53
Internal Cable (per 100-Pair Copper Stub Cable)	\$ 179.61	\$ 50.29

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

"Sprint"

The United Telephone Company of
Pennsylvania

By:



Name
(typed):

William E. Cheek

Title:

AVP - Strategic Sales & Account
Management

Date:

6/6/05

"CLEC"

IDT America, Corp.

By:



Name
(typed):

James A. Courter

Title:

Chief Executive Officer

Date:

05/31/05