

AGREEMENT

between

Verizon North Inc.

and

Sprint Communications Company L.P.

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INTERCONNECTION AGREEMENT

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INTERCONNECTION AGREEMENT

This Agreement, which shall become effective as of the 14th day of March, 2002 (the "Effective Date") in accordance with Section 3(a), is entered into by and between Sprint Communications Company L.P. ("SPRINT"), a Delaware limited partnership, having an office at 8140 Ward Parkway, Kansas City, Missouri 64114, and Verizon North Inc., formerly known as GTE North Incorporated ("VERIZON"), a Wisconsin corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103.

RECITALS

WHEREAS, the Telecommunications Act of 1996 (as amended or modified from time to time) was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, the Federal Communications Commission (the "FCC") has issued rules to implement the Act (including but not limited to In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, FCC 96-325 (hereinafter, as amended, modified, stayed or reconsidered from time to time, the "Order"); and

WHEREAS, VERIZON and SPRINT (each a "Party" and collectively the "Parties") are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which they will interconnect their networks at mutually agreed upon points of interconnection within the VERIZON service territory within the Commonwealth of Pennsylvania to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective Customers; and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") have specific requirements for interconnection, unbundled Network Elements, and resale service, and the Parties intend to comply with these requirements; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act; and

WHEREAS, the Parties have arrived at this Agreement through negotiations and arbitration proceedings undertaken pursuant to the Act.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SPRINT and VERIZON hereby agree as follows:

DEFINITIONS

For purposes of this Agreement, certain terms have been defined in Attachment 1 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meanings set forth in the Act.

GENERAL TERMS AND CONDITIONS

1.0 Interpretation and Construction

- (a) All references to Sections, Exhibits, Attachments, Appendices and Schedules shall be deemed to be references to Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including VERIZON or other third party offerings, guides or practices), statute, regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).
- (b) Each Party hereby incorporates by reference those applicable Tariffs, as specified herein, that govern the provision of any of the services, facilities or arrangements provided hereunder. Subject to the terms set forth in Section 24.11 regarding rates and charges, if any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in this main body of the Agreement and any Part, Schedule, Exhibit, Appendix or Attachment hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be

interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 1.0.

2.0 Scope of the Agreement

This Agreement together with all applicable Tariffs referenced herein (as amended from time to time) set forth the terms, conditions and prices to which VERIZON and SPRINT have agreed in respect of the following: (a) resale of local Telecommunications Services ("Local Services"), (b) certain unbundled network elements, (hereinafter collectively referred to as "Network Elements"), (c) Collocation, (d) Number Portability, (e) Directory Listings, (f) E911 and 911 services, (g) Meet-Point Billing, (h) Dialing Parity, (i) Transit Tandem Service, (j) Interconnection of SPRINT's and VERIZON's networks and (k) Combinations of Network Elements, as and to the extent required by Applicable Law for their respective use in providing Telephone Exchange Service. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement includes the General Terms and Conditions, Parts I through V, and their Attachments and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, the rights and obligations of the Parties hereunder shall apply throughout the VERIZON Incumbent Local Exchange Carrier service territory in the Commonwealth of Pennsylvania.

3.0 Term of Agreement; Termination

- (a) This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until September 14, 2004 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.
- (b) Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than ten (10) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally available by the Commission, (b) Tariff terms and conditions generally available to CLECs (including, but not limited to, to the extent applicable, the terms and conditions of VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6, 8 and 9, and F.C.C. Nos. 14, 16, 17 and 20), or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such

time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

- (c) If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than ten (10) months and no later than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date". Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.
- (d) If either Party requests renegotiation of this Agreement pursuant to paragraph (c) above, this Agreement shall remain in effect as set forth in this Section 3 until the earlier of (a) the Parties' execution of a new interconnection agreement or (b) the end of the Initial Term. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs (including, but not limited to, to the extent applicable, the terms and conditions of VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6, 8 and 9, and F.C.C. Nos. 14, 16, 17 and 20), or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until the Parties' new interconnection agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b), or (c) above.
- (e) If either Party defaults in the payment of any amount due hereunder, excluding amounts in dispute pursuant to Section 11 of this Agreement, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state

regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

4.0 Transitional Support [Intentionally Omitted]

5.0 Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the provisions of the Act and the applicable effective provisions of the Order. Except to the extent a different standard is expressly set forth in this Agreement, in which case such other standard shall apply, where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such notice, approval or similar action shall not be unreasonably delayed or withheld.

6.0 Section 252(i)

- (a) To the extent required under Applicable Law, each Party shall comply with the requirements of Section 252(i) of the Act.
- (b) To the extent that the exercise of the foregoing Section 252(i) option requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for all reasonable costs associated therewith.
- (c) The Party electing to exercise this option under Section 252(i) (“Notifying Party”) shall do so by providing written notice thereof to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service, or network element that the Notifying Party has elected to adopt as are set forth in the Interconnection agreement which the Notifying Party has elected (the “Other Agreement”), as well as all of the rates, terms, and conditions of the Other Agreement that are legitimately related to such elected interconnection, service, or network element, in each case for the remainder of the term of this Agreement or the Other Agreement, whichever is shorter.

7.0 Responsibility of Each Party, Independent Contractor, Disclaimer of Agency

Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

8.0 Government Compliance

- 8.1 The provisions of this Agreement are subject in their entirety to the applicable provisions of the Act and any other orders, restrictions and requirements of governmental, regulatory, and judicial authorities with competent jurisdiction over the subject matter thereof. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.
- 8.2 VERIZON represents and SPRINT acknowledges that VERIZON is entering into this Agreement specifically in order to satisfy the obligations of VERIZON as set forth in the Act and the Order.
- 8.3 In the event that a change in Applicable Law materially affects any material terms of this Agreement or the rights or obligations of either SPRINT or VERIZON hereunder or the ability of SPRINT or VERIZON to perform any material provision hereof, the Parties shall renegotiate in

good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

- 8.4 Notwithstanding anything herein to the contrary, in the event that as a result of any unstayed decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that a Party ("Providing Party") shall not be required to furnish any service, facility, arrangement or benefit required to be furnished or provided to the other Party ("Recipient Party") hereunder, then the Providing Party may discontinue the provision of any such service, facility, arrangement or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order or determination by providing sixty (60) days prior written notice to the Recipient Party, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff [including, but not limited to, where VERIZON is the Providing Party, to the extent applicable, in VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6, 8 or 9, or F.C.C. Nos. 14, 16, 17 or 20, or, where SPRINT is the Providing Party, to the extent applicable, in SPRINT Tariffs Telephone Pennsylvania P.U.C. No. 2 {"Pa. P.U.C. No. 2"}, Telephone PA P.U.C. Tariff No. 3 {"Pa. P.U.C. No. 3"}, or Telephone PA P.U.C. No. 4 {"Pa. P.U.C. No. 4"}, or F.C.C. No. 13] or Applicable Law) for termination of such Discontinued Arrangement, in which event such specific period and/or conditions shall apply. Immediately upon provision of such written notice to the Recipient Party, the Recipient Party shall be prohibited from ordering and the Providing Party shall have no obligation to provide new Discontinued Arrangements.
- 8.5 Nothing contained in this Agreement shall limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated, any order (including, but not limited to, the Arbitration Orders), rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority, related to, concerning or that may affect a Party's obligations under this Agreement or Applicable Law.

9.0 Regulatory Matters

Each Party shall reasonably cooperate with the other in obtaining and maintaining any required regulatory approvals for which the Party is responsible in connection with the performance of its obligations under this Agreement.

10.0 Liability and Indemnity

10.1 Indemnification

10.1.1 Each Party (“Indemnifying Party”) shall indemnify, defend and hold harmless the other Party (“Indemnified Party”) from and against any and all Losses that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions in connection with this Agreement of the Indemnifying Party, or the directors, officers, employees, agents, or contractors (excluding the Indemnified Party), of the Indemnifying Party.

10.1.2 [Reserved]

10.1.3 Nothing in Section 10.1.1 shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, any applicable Tariff(s) (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6, 8 or 9, or F.C.C. Nos. 14, 16, 17 or 20, or SPRINT Tariffs Pa. P.U.C. Nos. 2, 3 or 4, or F.C.C. No. 13), or Applicable Law, relating to the Indemnified Party’s provision of services, facilities or arrangements to the Indemnifying Party under this Agreement.

10.1.4 An Indemnifying Party’s obligation to indemnify, defend and hold harmless the Indemnified Party as provided in this Section 10.1 shall be conditioned upon the following:

- (a) The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the Indemnifying Party’s obligations under this Section 10.1. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section 10.1 only to the extent the failure to give such notice has prejudiced the Indemnifying Party.
- (b) The Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at the Indemnified Party’s sole cost and expense.

- (c) In no event shall the Indemnifying Party settle or consent to any judgment in an action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.
- (d) The Indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) The Indemnified Party shall offer the Indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

10.1.5 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

10.2 Limitation of Liability

10.2.1 Except for payments or bill credits that a Party providing services, facilities or arrangements hereunder is required to make by a Commission ordered carrier-to-carrier service quality performance assurance plan applicable to such Party, the liability, if any, of either Party to the other Party or to any other person for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate services, facilities, or arrangements, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like occurring in the course of furnishing any services, facilities or arrangements hereunder (collectively, "Errors"), shall be determined in accordance with the terms of the applicable Tariff(s) of the

providing Party (including, but not limited to, where VERIZON is the providing Party, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6, 8 or 9, or F.C.C. Nos. 14, 16, 17 or 20, or, where SPRINT is the providing Party, to the extent applicable, SPRINT Tariffs Pa. P.U.C. Nos. 2, 3 or 4, or F.C.C. No. 13). In the event no legally effective Tariff provision limiting or excluding the liability of the providing Party shall apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the services, facilities or arrangements that are subject to the Errors for the period in which such Errors occur.

10.2.2 Neither Party shall be liable to the other Party or to any other person in connection with the provision or use of services, facilities or arrangements offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost revenues, profits or savings, or other commercial or economic loss (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 10.1 hereof.

10.3 Non-Exclusive Remedies

Except as otherwise provided in this Agreement, (a) all rights of termination or cancellation or other remedies provided under this Agreement are cumulative and are not intended to be exclusive of any other remedies to which a Party may be entitled under this Agreement or at law or equity in the case of any breach or threatened breach by the other Party of any provision of this Agreement, and (b) the use of one or more remedies prescribed in this Agreement shall not bar the use of any other remedy prescribed in this Agreement or at law or equity for the purposes of enforcing this Agreement.

10.4 Disclaimer of Representations and Warranties

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES

DISCLAIM ANY OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

11.0 Payment Terms, Disputed Amounts and Audits

- 11.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement, unless a longer payment period is specified on such itemized statement.
- 11.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion provided that such bills are rendered within the applicable time frame required by law.
- 11.3
- (a) If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a *bona fide* dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.
 - (b) If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint 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. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

- (c) If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 11.3(b), or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 11.3(b), then the matter shall be referred for resolution pursuant to Section 17 of the General Terms and Conditions of this Agreement.
- (d) The Parties agree that all negotiations pursuant to this Section 11.3 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- (e) Charges which are not paid by the due date stated on VERIZON's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by VERIZON which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- (f) Nothing herein shall limit the time under Applicable Law within which either Party may dispute any bill, it being understood that payment of any amounts under this section, unless otherwise indicated, does not constitute a waiver of either Party's rights under Applicable Law to contest its obligation to pay amounts allegedly owed under this Agreement.

11.4 Billing Audits

11.4.1 Subject to the terms and conditions of this Section 11.4, Section 19 of the General Terms and Conditions, and the reasonable security requirements of each Party, except as may be otherwise specifically provided in this Agreement, each Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records and documents which relate

to the Audited Party's billing to the Auditing Party under this Agreement once each year at the conclusion of each calendar year in order to evaluate the accuracy of the Audited Party's billing.

11.4.2 The audit shall be performed by independent certified public accountants selected and paid for by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party that is reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

11.4.3 The Audited Party shall promptly correct any billing error that is revealed in an audit, including back-billing of any underpayments and making a refund, in the form of a billing credit, of any over-payments. Such back-billing and refund shall appear on an Audited Party bill to the Auditing Party no later than two months after the Parties have agreed upon the accuracy of the audit results. The Audited Party shall pay interest on any refund of an over-payment from the date the over-payment was received by the Audited Party until the date of the bill on which the refund is credited, at a rate of the lesser of one-and-one-half percent (1.5%) per month or the highest rate allowed by Applicable Law. Any dispute concerning audit results shall be resolved pursuant to Section 17 of the General Terms and Conditions.

11.4.4 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records and documents, reasonably necessary to assess the accuracy of the Audited Party's bills.

11.4.5 The Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$500,000.

11.4.6 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records and documents, necessary to assess the accuracy of the Audited Party's bills.

11.5 Alternate Billing to Third Numbers

The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Pennsylvania in accordance with an arrangement mutually agreed to in writing by the Parties.

12.0 Performance Standards and Remedies

- 12.1 VERIZON shall provide services, facilities and arrangements under this Agreement in accordance with the performance standards applicable to VERIZON required by Applicable Law, including, but not limited to, Section 251(c) of the Act.
- 12.2 SPRINT shall provide services, facilities and arrangements under this Agreement in accordance with the performance standards applicable to SPRINT required by Applicable Law.

13.0 OSS/Electronic Interfaces

VERIZON shall provide SPRINT with access to its Operations Support System in accordance with the provisions of Part II, Section 1.6(b) of this Agreement.

14.0 Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

14.1 Joint Network Implementation and Grooming Process

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, *inter alia*,

- (a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within VERIZON's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 (Blocking Level B.01 – high-day-network-busy-hour blocking standard as defined in Bellcore's special report- (Bellcore – SR TAP000191));

- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery provision escalations;
- (d) additional technically feasible IP(s) in a LATA as provided in Section 1.2.2 of Part V; and
- (e) such other matters as the Parties may agree.

Nothing in this Section 14.1 shall affect either Party's obligations to meet the milestone dates set forth in Part V, Schedule 1.1 hereof.

14.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliates or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this Section 14.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

14.3 Forecasting Requirements for Trunk Provisioning

SPRINT shall provide a two (2) year traffic forecast ("Initial Forecast") to VERIZON. SPRINT's Initial Forecast shall provide the number of trunks for delivery of traffic to and from VERIZON over each Traffic Exchange Trunk group over the next eight (8) quarters. If SPRINT has not provided such Initial Forecast to VERIZON in February, 2002, SPRINT agrees to provide such Initial Forecast to VERIZON within forty-five (45) days of executing this Agreement. Thereafter, the Initial Forecast shall be updated, and forecasts shall be provided to VERIZON on an as-needed basis but no less frequently than semiannually in accordance with VERIZON's forecasting cycle. All forecasts shall comply with the VERIZON CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes

for SPRINT-IPs and VERIZON-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

In addition, the Parties will hold joint planning sessions, as needed, to address trunk engineering, utilization, and forecasting issues. At these meetings, subject to Section 19 of the General Terms and Conditions, the Parties will each share their historical trunk group usage data (and other applicable trunk group utilization data) for trunk groups dedicated to the other carrier. The Parties agree to work together cooperatively in: the establishment of new trunk groups; assessing utilization of, and sizing additions to, existing trunk groups; and, reducing trunk quantities for underutilized trunk groups.

14.4 Demand Management Forecasts

14.4.1 SPRINT will furnish VERIZON with good faith forecasts including but not limited to: unbundled Network Elements, Interconnection and resale products (“Demand Management Forecasts”). Such Demand Management Forecasts will describe SPRINT’s expected needs for service volumes, and timeframes for service deployment, by Wire Center. If SPRINT has not provided Demand Management Forecasts to VERIZON in February, 2002, SPRINT agrees to provide such forecasts to VERIZON within thirty (30) days following the Effective Date. Thereafter, SPRINT shall provide VERIZON with updates to such Demand Management Forecasts in accordance with VERIZON’s forecasting cycle. If SPRINT has provided Demand Management Forecasts in February, 2002, SPRINT shall continue to provide forecasts, with updates to follow not more than every six months thereafter in accordance with VERIZON’s forecasting cycle. VERIZON agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 19, and that such information will only be used by VERIZON to provide Interconnection pursuant to this Agreement.

15.0 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; labor

unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the non-performing Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use its commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16.0 Taxes

- (a) In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

- (b) Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, Telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 16(g) of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

- (c) Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.
- (d) Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 16(a), then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 16(a), then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 16(a) because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 16(b), then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 16(c), then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from

Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. If the providing Party receives a written tax assessment notice from a taxing authority seeking to recover from the providing Party any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the providing Party shall notify the purchasing Party in writing in accordance with Section 16(g) of such tax assessment notice within 60 days of the providing Party's receipt of the tax assessment notice; provided, however, that if the providing Party fails to so notify the purchasing Party of the tax assessment notice, such failure shall not release the purchasing Party from its obligation pursuant to the sentence preceding this sentence to indemnify the providing Party for the costs incurred by the providing Party, except to the extent that such failure has prejudiced the purchasing Party. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

- (e) Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 16(g). If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

18.0 Notices

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and shall be sufficiently given if (a) delivered personally, (b) delivered by prepaid overnight express service or (c) delivered by confirmed telecopier transmission with a copy delivered promptly thereafter by U.S. Mail to the following (unless otherwise specifically required by this Agreement to be delivered by other means or to another representative or point of contact and except for notices required in the ordinary course of business):

If to SPRINT:

Local Market Development
SPRINT Communications Company L.P.
7301 College Blvd.
Overland Park, KS 66210
Mailstop KSOPKV0208
Attention: Group Manager, Local Market Development – Verizon Region
Telecopier: (913) 534-6303

with a copy of each notice relating to an action, suit, proceeding or claim to be sent simultaneously to:

SPRINT Communications Company L.P.
401 9th Street, NW, Suite 400
Washington, DC 20004
Attention: Director - State Regulatory Affairs/Northeast
Telephone: (202) 585-1936
Telecopier: (202) 585-1894

If to VERIZON:

Director-Contract Performance & Administration
VERIZON Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES

Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy of each notice relating to an action, suit,
proceeding or claim to be sent simultaneously to:

Vice President and Associate General Counsel
VERIZON Wholesale Markets
1515 North Courthouse Road
Suite 500
Arlington, VA 22201
Telephone: 703-351-3177
Telecopier: 703-351-3664

VERIZON North Inc.
Attn: General Counsel
1717 Arch Street
Philadelphia, PA 19103
Telephone: 215-963-6001
Telecopier: 215-563-2658

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

19.0 Confidentiality

- (a) All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:
 - (1) contains customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or
 - (2) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as “Confidential” or “Proprietary,” or
 - (3) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be “Confidential” or “Proprietary” (collectively referred to as “Proprietary Information”), shall remain the property of the disclosing Party.

- (b) Each Party shall keep all of the other Party’s Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party’s Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party’s Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party’s Proprietary Information submits the same to the Commission or courts of competent jurisdiction, as applicable, under a request for a protective order).

- (c) Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:
 - (1) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it

confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

- (2) is or becomes publicly known through no wrongful act of the receiving Party; or
- (3) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (4) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (5) is approved for release by written authorization of the disclosing Party; or
- (6) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

- (d) Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.
- (e) Notwithstanding any other provision of this Agreement, the provisions of this Section 19 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

20.0 Number Portability

20.1 Scope

The Parties shall provide Number Portability (“NP”) in accordance with rules and regulations as from time to time prescribed by the FCC.

20.2 Procedures for Providing LNP (“Long-term Number Portability”)

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established by the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis in all end offices in Pennsylvania.

20.2.1 The following steps shall apply: (1) a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"); (2) the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B; (3) after Party B has received authorization from an end user Customer, and sent an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

20.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

20.2.3 When a Customer of Party A ports their telephone number(s) to Party B and the Customer has previously secured a reservation of line number(s) from Party A for possible activation at a future point, these reserved but inactive number(s) may be ported along with the active number(s) to be ported provided the number(s) have been reserved for the Customer. Reserved telephone numbers are non-working telephone numbers assigned to a specific Customer to be used at a later time. The numbers are assigned to the Customer either via Tariff or other contractual arrangement between the Customer and the service provider. Party B may request that Party A port all reserved number(s) assigned to the Customer or that Party A port only those number(s) listed by Party

B. As long as Party B maintains reserved but inactive number(s) ported for the Customer, Party A shall not reassign those number(s). Party B shall not reassign the reserved number(s) to another end user Customer.

- 20.2.4 When a Customer of Party A ports their telephone number(s) to Party B, in the process of porting the Customer's telephone number(s), Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 20.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.
- 20.2.6 Both Parties shall provide updates to the Local Exchange Routing Guide (LERG) at least forty-five days prior to the LNP effective date and will identify the portable switches and NXXs. When an office is equipped with LNP, the NXXs in the office shall be defined as portable, except as noted in 20.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switches.
- 20.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

20.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

20.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

20.3.1 Mass Calling Numbers may not use LNP technology but may be ported using NANC approved methods.

21.0 Directory Services Arrangements

Subject to the conditions set forth in Part II, Section 1.7, and upon SPRINT's written request, VERIZON will provide directory services to SPRINT in accordance with the terms set forth herein.

21.1 Listing Information

As used herein, "Listing Information" means a SPRINT Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information VERIZON deems necessary for the publication and delivery of directories.

21.2 Listing Information Supply

SPRINT shall provide to VERIZON on a regularly scheduled basis, at no charge, and in a format required by VERIZON or by a mutually agreed upon industry standard (*e.g.*, Ordering and Billing Forum developed), all Listing Information for each SPRINT Customer whose assigned or ported telephone numbers fall within the geographic area

covered by the relevant VERIZON directory. SPRINT shall also provide to VERIZON (i) on a daily basis, information showing SPRINT Customers who have disconnected or terminated their service with SPRINT; and (ii) delivery information for each non-listed or non-published SPRINT Customer to enable VERIZON to perform its distribution responsibilities. VERIZON shall promptly provide to SPRINT, within forty-eight (48) hours (excluding weekend and holiday hours) of receipt by VERIZON, a query on any listing that is not acceptable.

21.3 Listing Inclusion

VERIZON shall include each SPRINT Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by VERIZON in its sole discretion, and shall provide initial distribution of such directories to such Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of SPRINT's Customers shall be interfiled with listings of VERIZON's Customers and the Customers of other LECs included in the VERIZON directories. SPRINT shall pay the charges set forth in Part IV and in VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4 and 6 for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for SPRINT's Customers. VERIZON shall not require a minimum number of listings per order.

21.4 VERIZON Information

Upon request by SPRINT, VERIZON shall make available to SPRINT the following information to the extent that VERIZON provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. VERIZON also will make available to SPRINT, upon request, a copy of VERIZON's alphabetical listings standards and specifications manual.

21.5 Confidentiality of Listing Information

VERIZON shall accord SPRINT Listing Information the same level of confidentiality that VERIZON accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should VERIZON elect to do so, it may use or license SPRINT Listing Information for directory publishing, direct marketing, or any other purpose for which VERIZON uses or licenses its own listing information, so long as SPRINT Customers are not separately identified as such; and provided further that SPRINT may identify those of its Customers who request that their names not be sold for direct marketing purposes, and VERIZON shall honor such requests to the same extent it does so for its own Customers.

21.6 Accuracy

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of SPRINT Customer listings. At SPRINT's request, VERIZON shall provide SPRINT with a report of all SPRINT Customer listings no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for that directory. VERIZON shall process any corrections made by SPRINT with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

21.7 Standards

SPRINT shall adhere to all practices, standards, and ethical requirements established by VERIZON with regard to listings. By providing VERIZON with Listing Information, SPRINT represents to VERIZON that SPRINT has the right to provide such listings to VERIZON on behalf of its Customers. SPRINT shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, SPRINT agrees to release, defend, hold harmless and indemnify VERIZON from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of VERIZON's publication or dissemination of the Listing Information provided by SPRINT hereunder. Such indemnification shall not include any errors in or omissions of listings caused solely by VERIZON.

21.8 Liability

VERIZON's liability to SPRINT in the event of a VERIZON error in or omission of a listing shall not exceed the amount of charges actually paid by SPRINT for such listing. In addition, SPRINT agrees to take all reasonable steps, including entering into appropriate contractual provisions with its Customers, to ensure that its and VERIZON's liability to SPRINT's Customers in the event of a VERIZON error in or omission of a listing shall be subject to the same limitations of liability applicable between VERIZON and its Customers.

21.9 Service Information Pages

VERIZON shall include all SPRINT NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for VERIZON's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. SPRINT's NXX codes shall appear in such lists in the same manner as VERIZON's NXX information. In addition, when SPRINT is authorized to, and is offering, local service to end users located within the geographic area covered by a specific directory, at SPRINT's request, VERIZON shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, SPRINT's critical contact information for SPRINT's installation, repair and Customer service, as provided by

SPRINT, and such other essential local service oriented information as agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier in accordance with VERIZON's generally applicable policies. SPRINT shall be responsible for providing the necessary information to VERIZON by the applicable close date for each affected directory.

21.10 Directory Publication

Nothing in this Agreement shall require VERIZON to publish a directory where it would not otherwise do so.

21.11 Directory Assistance (DA) and Operator Services (OS)

21.11.1 Subject to the conditions set forth in Part II, Section 1.7 of this Agreement, either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance service, IntraLATA operator call completion services and/or directory assistance database listings. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access before the services requested are provided.

21.11.2 SPRINT shall arrange at its expense the trunking and other facilities required for transport to and from the designated DA and OS switch locations.

21.12 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

21.12.1 Either Party ("Requesting Party") may request that the other Party ("Requested Party") accept and respond to BLV and BLVI requests by operators of the Requesting Party. The Requested Party shall provide to the Requesting Party, where and to the extent the Requested Party makes the requested BLV and BLVI services available to the Requested Party's Customers or other Telecommunications Carriers, the requested BLV and BLVI services in accordance with, and subject to, the rates, terms and conditions set forth in the Requested Party's applicable Tariffs (including, but not limited to, where VERIZON is the Requested Party, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16 [relating to Line Side verification services to other carriers], or, where SPRINT is the Requested Party, to the extent applicable, SPRINT Tariff F.C.C. No. 13) or as otherwise may be mutually agreed to in writing by the Parties.

21.12.2 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Reciprocal Compensation Traffic/Toll Traffic Trunks) established between the Parties' respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services switch serving the LATA or

other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Part V. of this Agreement. A Requesting Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the Requested Party.

21.12.3 The Requesting Party shall, at its expense, arrange for and establish the BLV/BLVI trunking and other transport, signaling arrangements and facilities that may be required to enable its operators to contact the Requested Party's operators.

22.0 Coordinated Service Arrangements

22.1 Intercept and Referral Announcements

When a Customer changes its service provider from VERIZON to SPRINT, or from SPRINT to VERIZON, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number in the case of business Customers and not less than thirty (30) days after the date the Customer changes its telephone number in the case of residential Customers or other time periods as may be required by the Commission. The periods for referral announcement may be shorter if a number shortage condition is in effect for a particular NXX code.

22.2 Coordinated Repair Calls

SPRINT and VERIZON will employ the following procedures for handling misdirected repair calls:

- 22.2.1 SPRINT and VERIZON will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
- 22.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.

22.2.3 SPRINT and VERIZON will provide their respective repair contact numbers to one another on a reciprocal basis.

22.3 Customer Authorization

22.3.1 Without in any way limiting either Party's obligations under Section 8, each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider.

22.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.

22.3.3 Without in any way limiting either Party's obligations under Section 8, each Party shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. SPRINT shall not access (including, but not limited to, through VERIZON OSS Services and VERIZON Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to SPRINT by VERIZON pursuant to this Agreement unless SPRINT has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing Customer Proprietary Network Information, SPRINT represents that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. SPRINT shall, upon request by VERIZON, provide proof of such authorization (including a copy of any written authorization).

22.3.4 VERIZON shall have the right to monitor and/or audit SPRINT's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by VERIZON to SPRINT pursuant to this Agreement to ascertain whether SPRINT is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor SPRINT's access to and use of Customer Proprietary Network Information that is made available by VERIZON to SPRINT pursuant to this Agreement. To the extent SPRINT provides CPNI to VERIZON, SPRINT shall have the right to monitor and/or audit VERIZON's access to and use and/or disclosure of CPNI that is made available by SPRINT to VERIZON pursuant to the terms described above.

23.0 Reserved

24.0 Miscellaneous

24.1 Delegation or Assignment

- (a) Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this Section 24.1 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party. Consent to such assignment as described above shall not be unreasonably withheld.

- (b) This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

24.2 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

24.3 Referenced Documents

Unless otherwise specifically provided herein, whenever any provision of this Agreement refers to a technical reference, technical publication, SPRINT Practice, VERIZON Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, SPRINT Practice, VERIZON Practice, or publication of industry standards.

24.4 Governing Law

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the Commonwealth of Pennsylvania other than as to conflicts of laws, except insofar as and to the extent federal law may apply to any aspect of this Agreement, in which case federal law shall govern such aspect. The forum for resolution of any dispute between the Parties shall be a court, regulatory agency or other governmental authority, of competent jurisdiction, of the Commonwealth of Pennsylvania or the United States Government.

24.5 Publicity and Advertising

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional material without such Party's prior written consent.

24.6 Amendments or Waivers

Except as otherwise provided in this Agreement, no modification, amendment, supplement to, or waiver of any provision of this Agreement, shall be effective unless the same is in writing and signed by both Parties. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement neither Party waives any right granted to it pursuant to the Act and/or the Order, except to the extent the Act or the Order permits such rights to be modified or waived and such modification or waiver is expressly set forth herein.

24.7 Severability

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. However, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the invalid or unenforceable provision. If the Parties are unable to agree on such modification within 30 days (or such other period agreed to in writing by the Parties) after the Agreement provision(s) is held to be illegal, invalid or enforceable, such failure to agree shall be submitted for resolution pursuant to Section 17 of the General Terms and Conditions of this Agreement and resolved in accordance with the Dispute Resolution process.

24.8 Entire Agreement

This Agreement, which shall include the Attachments, Appendices, Exhibits and other documents referenced herein including all applicable Tariffs as referenced herein (as in effect from time to time), constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

24.9 Survival of Obligations

Any liabilities or obligations of a Party set forth in this Agreement for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Proprietary Information, or limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be

performed after) termination of this Agreement, shall survive expiration or termination hereof.

24.10 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed on original, but such counterparts shall together constitute one and the same instrument.

24.11 Rates and Charges; Assurance of Payment

24.11.1 Except as provided in Part II, and Sections 24.11.2 and 24.11.3 hereof, the rates and charges set forth in Part IV hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

24.11.2 Where there is an applicable Tariff (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6, 8 or 9, or F.C.C. Nos. 14, 16, 17 or 20, or SPRINT Tariffs Pa. P.U.C. Nos. 2, 3 or 4, or F.C.C. No. 13), the rates and charges contained in that Tariff shall apply and prevail over the rates and charges shown in Part IV for the same services, facilities or arrangements; provided, however, that notwithstanding any Tariff that may be filed by SPRINT, SPRINT may not charge VERIZON a rate higher than the VERIZON rates and charges for the same services, facilities and arrangements. Nothing herein shall affect any rate that SPRINT chooses to charge third parties for its services.

24.11.3 The rates and charges set forth in Part IV shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; and, provided further that SPRINT may not charge VERIZON a rate higher than the VERIZON rates and charges for the same services, facilities and arrangements. Nothing herein shall affect any rate that SPRINT chooses to charge third parties for its services.

24.11.4 Upon request by VERIZON, SPRINT shall, at any time and from time to time, provide to VERIZON adequate assurance of payment of amounts due (or to become due) to VERIZON hereunder. Assurance of payment of charges may be requested by VERIZON if SPRINT (a) in VERIZON's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to SPRINT by VERIZON, (c) in VERIZON's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with VERIZON or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at VERIZON's option, consist of (i) a cash security deposit in U.S. dollars held in an account by VERIZON or (ii) an unconditional, irrevocable standby letter of credit naming VERIZON as the beneficiary thereof and otherwise in form and substance satisfactory to VERIZON from a financial institution acceptable to VERIZON, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by VERIZON, for the services, facilities or arrangements to be provided by VERIZON to SPRINT in connection with this Agreement. To the extent that VERIZON opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable VERIZON Tariff or by Applicable Law, interest will be paid on any such deposit held by VERIZON at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. VERIZON may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to SPRINT in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by VERIZON.

The fact that a security deposit or a letter of credit is requested by VERIZON hereunder shall in no way relieve SPRINT from compliance with VERIZON's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to VERIZON for the services, facilities or arrangements rendered.

24.12 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

24.13 Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 6 of the General Terms and Conditions and Exhibit I (Bona Fide Request Process) of Part II hereof, does it obligate either Party to provide or purchase any services not specifically provided herein.

24.14 No License

24.14.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

24.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of

any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

24.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

24.14.4 SPRINT agrees that the rights granted by VERIZON hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between VERIZON and VERIZON's software vendors in existence on the Effective Date of this Agreement. SPRINT acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to SPRINT.

24.15 Dialing Parity

VERIZON and SPRINT shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

24.16 Insurance

24.16.1 SPRINT shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Section 10 hereof. At a minimum and without limiting the foregoing covenant, SPRINT shall maintain the following insurance:

- (a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
- (b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.
- (c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
- (d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.
- (e) All risk property insurance on a full replacement cost basis insuring SPRINT's real and personal property located at any Collocation site provided to SPRINT by VERIZON or otherwise located on or in any VERIZON premises (whether owned, leased or otherwise occupied by VERIZON), facility, equipment or right-of-way.

All insurers must be licensed to do business in the state in which the work is performed and must have a minimum A.M. Best Rating of "AX" or an acceptable equivalent.

24.16.2 SPRINT shall name VERIZON as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

24.16.3 SPRINT shall, within two (2) weeks of the Effective Date hereof and at the time of any cancellation, termination, renewal, modification, endorsement or issuance thereafter, furnish certificates of the foregoing insurance acceptable to VERIZON. The certificates of the foregoing insurance shall be sent to: Director - Contract Performance & Administration, VERIZON Wholesale Markets, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038. In addition, SPRINT shall require its agents, representatives, and contractors, if any, that may enter upon the premises of VERIZON or VERIZON's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish VERIZON certificates of such insurance. Certificates furnished by SPRINT or SPRINT's agents, representatives, or contractors shall contain a clause stating: "Verizon North Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

24.17 [Reserved]

24.18 Cooperation With Law Enforcement

Either Party may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by that Party hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Neither Party shall have the obligation to inform the Customers of the other Party of such law enforcement requests, except to the extent required by Applicable Law. Each Party will inform the other Party of such law enforcement requests, unless an appropriate governmental authority requests that notice to the other Party be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, VERIZON may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Neither Party will be liable to any person for any economic harm, personal injury, invasion of any right of

privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by it to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

24.19 CLEC Certification

Notwithstanding any other provision of this Agreement, VERIZON shall have no obligation to perform under this Agreement until such time as SPRINT has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Pennsylvania as a local exchange carrier.

24.20 Authorization

24.20.1 VERIZON is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

24.20.2 SPRINT is a Limited Partnership formed under the laws of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

24.20.3 SPRINT represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers.

25.0 Number Resources, Rate Centers and Rating Points

25.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

25.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route

traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

- 25.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, SPRINT shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for VERIZON, in all areas where VERIZON and SPRINT service areas overlap, and SPRINT shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.
- 25.4 SPRINT will also designate a Rating Point for each assigned NXX code. SPRINT shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.
- 25.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain SPRINT's choices regarding the size of the local calling area(s) that SPRINT may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, VERIZON's local calling areas.

26.0 Network Maintenance and Management; Outages

26.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. SPRINT and VERIZON will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement.

26.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

26.3 Repeated or Willful Interference or Impairment

If Party A reasonably determines that the characteristics, facility, service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment subject to the following:

- 26.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,
- 26.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

26.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow VERIZON standard procedures for isolating and clearing the outage or trouble. SPRINT and VERIZON may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

26.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish notice at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, e.g., the Network

Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

27.0 Access to Rights-of-Way – Section 251(b)(4)

To the extent required by Applicable Law and where facilities are available, each Party (“Licensor”) shall provide the other Party (“Licensee”) access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C §. 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements).

28.0 Branding

VERIZON will provide Branding to the extent required by, and in accordance with, Applicable Law, at applicable rates and charges.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 14th day of March, 2002.

SPRINT COMMUNICATIONS
COMPANY L.P.

VERIZON NORTH INC.

By: _____

By: _____

Printed: W. Richard Morris

Printed: Jeffrey A. Masoner

Title: Vice President – Local Markets

Title: Vice President – Interconnection
Services Policy & Planning

Schedule 24.11
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PART I: TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

1.0 Resale – Wholesale Rates

1.1 Intentionally Omitted

1.2 Resale at Wholesale Rates; Terms of Local Services – General

In accordance with, but only to the extent required by, Section 251(c)(4) of the Act, VERIZON shall make available to SPRINT, for resale at wholesale rates (except as provided below), the Telecommunications Services (As Defined in the Act) that VERIZON provides at retail to VERIZON's subscribers who are not Telecommunications Carriers (collectively, "Local Services"), subject to and in accordance with the wholesale discount set forth in Part IV and the rates, terms and conditions, including wholesale discounts, set forth in VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6 and 8, and F.C.C. No. 20, "Verizon DSL Over Resold Lines").

1.3 Additional Terms Governing Resale and Use of VERIZON Services

- (a) SPRINT and VERIZON shall comply with the provisions of this Agreement (including, but not limited to, all applicable VERIZON Tariffs including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6 and 8, and F.C.C. No. 20, "Verizon DSL Over Resold Lines") regarding resale or use of VERIZON services. In addition, SPRINT shall undertake in good faith to ensure that its Customers comply with the provisions of VERIZON's Tariffs applicable to their use of VERIZON's Telecommunications Services (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6 and 8, and F.C.C. No. 20, "Verizon DSL Over Resold Lines").
- (b) Without in any way limiting paragraph (a) above, SPRINT shall not resell (a) residential service to business or other nonresidential Customers of SPRINT, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from VERIZON, or (c) any other VERIZON service in violation of any user or user group restriction that may be contained in the VERIZON Tariff applicable to such service (including, but not limited to, to the extent applicable,

VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6 and 8, and F.C.C. No. 20, "Verizon DSL Over Resold Lines") to the extent such restriction is not prohibited by Applicable Law. In addition, SPRINT shall be subject to the same limitations that VERIZON's own retail Customers may be subject to with respect to any Telecommunications Service that VERIZON discontinues offering.

- (c) VERIZON shall not be obligated to offer to SPRINT at a wholesale discount Telecommunications Services that VERIZON offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.
- (d) SPRINT shall not be eligible to participate in any VERIZON plan or program under which VERIZON Customers may obtain products or merchandise, or services which are not VERIZON Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using VERIZON Telecommunications Services.

2.0 Access to Line Information Database

VERIZON shall use its service order process to update and maintain, on the same schedule as it uses for its end users, the SPRINT Customer service information in the Line Information Database ("LIDB"), provided that SPRINT accurately and timely provides VERIZON with the information to be included therein. The VERIZON service order process shall also apply for SPRINT updates for which SPRINT requests expedited processing ("emergency expedites"). In such cases, SPRINT may contact the VERIZON Resale Service Center to request escalation of the emergency expedites.

3.0 Telephone Line Number Calling Cards

Upon rendering of a final bill by VERIZON for VERIZON Local Services to an end-user Customer who has subscribed to SPRINT resold Local Services, VERIZON shall remove any VERIZON-assigned telephone calling card number from the LIDB for such Customer's VERIZON calling card issued in connection with that Customer's local exchange service. Nothing contained in this Agreement shall preclude the marketing of VERIZON calling cards to these end-user Customers, subject to the restrictions set forth in Section 19 of the General Terms and Conditions of this Agreement.

4.0 MLT Testing

Except in exceptional circumstances, as stated below, when a SPRINT customer on a resold line reports a service problem to SPRINT, SPRINT shall perform Mechanized Loop Testing (MLT) on that line prior to reporting the service problem to VERIZON. The parties will work cooperatively to develop a list of exceptional circumstances in which SPRINT need not perform an MLT test, which shall include, but not be limited to circumstances in which the service problem is due to a visually or otherwise readily identifiable service problem (e.g., a downed drop wire) or the applicable VERIZON systems needed to perform an MLT test are not operational. In addition, VERIZON, in its discretion, may perform MLT testing to diagnose a trouble.

5.0 Notice of Customer Disconnect or Loss

VERIZON shall provide to SPRINT a daily report that will notify SPRINT when one of SPRINT's local exchange resale subscribers migrates to another Local Exchange Carrier. To the extent required by Applicable Law, such notice to SPRINT shall be at parity with the notice provided to VERIZON's retail operation.

6.0 Cable Pair and NID Information

On new installs and repairs, VERIZON shall, to the same extent and manner as it provides to its retail customers and at no charge to SPRINT, locate and identify the demarcation point or customer access point as required by Applicable Law.

7.0 Electronic Copies of SAG and Features & Facilities

VERIZON shall make available electronic access to Street Address Guide ("SAG") and NPA-NXX features and facilities to SPRINT subject to the rates, terms and conditions set forth in this Agreement and VERIZON's applicable Tariffs, as amended from time to time, or in the absence of such rates, terms and conditions, pursuant to rates, terms and conditions to be negotiated in good faith by the Parties.

8.0 Scope of Services

VERIZON shall be obligated to provide Telecommunications Services under this Part I, only to the extent provision of such Telecommunications Services is required by Applicable Law (including, but not limited to, the Arbitration Orders, as modified from time-to-time).

9.0 Resale of Vertical Features

Pursuant to the Arbitration Orders, except as otherwise provided by Applicable Law (including, but not limited to, the Arbitration Orders, as modified from time-to-time), nothing in this Agreement shall limit any right SPRINT may have under Applicable Law to resell, at the applicable Commission approved wholesale discount, on a Stand-alone Resale Basis (as defined below), a Vertical Feature purchased by SPRINT pursuant to and in accordance with Section 1 above, to a VERIZON individual line Customer who pursuant to VERIZON's applicable retail Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4 and 6) could purchase such Vertical Feature from VERIZON. The Parties will agree in writing upon a process for SPRINT to order such Vertical Features for resale. With the approval of the Commission, VERIZON may apply a wholesale discount for a Vertical Feature purchased by SPRINT for resale that differs from the wholesale discount that generally applies to Telecommunications Services made available by VERIZON for resale.

As used in this Section 9.0, "Stand-alone Resale Basis" means the resale by SPRINT of a Vertical Feature without the resale by SPRINT of the VERIZON line on which the Vertical Feature is installed.

Part II: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

1. UNBUNDLED ACCESS

Subject to the conditions set forth in Section 1.7 below, VERIZON shall offer to SPRINT nondiscriminatory access to Network Elements as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the rates, terms and provisions of this Agreement and the applicable rates, terms and provisions of VERIZON's Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9); but, notwithstanding any rate, term or provision of this Agreement or any Tariff, only to the extent provision of such Network Elements on an unbundled basis is required by Applicable Law.

1.1 VERIZON's Provision of Network Elements

Subject to the conditions set forth in Section 1.7, VERIZON shall provide SPRINT access to the following:

- 1.1.1 Loops, and sub loops, as set forth in Section 1.2;
- 1.1.2 The Network Interface Device, as set forth in Section 1.3;
- 1.1.3 Switching Capability, as set forth in Section 1.4;
- 1.1.4 Interoffice Transmission Facilities, as set forth in Section 1.5;
- 1.1.5 Signaling Links and Call-Related Databases, as set forth in Part V, Section 2.4 and Section 1.6(a) below;
- 1.1.6 Operations Support Systems, as set forth in Section 1.6(b); and
- 1.1.7 other Network Elements in accordance with Section 1.8 below.

1.2 Loop Transmission Types

Subject to the conditions set forth in Section 1.7, VERIZON shall allow SPRINT to access Loops unbundled from local switching and local transport as required by Applicable Law in accordance with the terms and conditions set forth in this Section 1.2. The available Loop types are as set forth below:

1.2.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start

signaling. The service is more fully described in VERIZON TR-72565. If “Customer-Specified Signaling” is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. “Customer Specified Signaling” is more fully described in VERIZON TR-72570.

1.2.2 “4-Wire Analog Voice Grade Loop” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in VERIZON TR-72570.

1.2.3 “2-Wire ISDN Digital Grade Loop” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. The service is more fully described in VERIZON TR-72575 Issue 2. VERIZON TR-72575 shall apply except to the extent that it conflicts with ANSI T1.601-1999 and SPRINT makes a written request for resolution of such conflict. If a conflict exists between VERIZON TR-72575 and ANSI T1.601-1999 and SPRINT requests resolution of such conflict, the Parties shall seek to resolve the conflict in a mutually acceptable manner that imposes the least cost on each of them. If the Parties are unable to reach such a mutually acceptable resolution, Section 17.0 of the General Terms and Conditions shall apply.

1.2.4 “2-Wire ADSL-Compatible Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 6 Mbps toward the Customer and up to 640 kbps from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards. VERIZON will not build new copper facilities. The service is more fully described in VERIZON TR-72575 Issue 2. VERIZON TR-72575 shall apply except to the extent that it conflicts with ANSI T1.413-1998 and SPRINT makes a written request for resolution of such conflict. If a conflict exists between VERIZON TR-72575 and ANSI T1.413-1998 and SPRINT requests resolution of such conflict, the Parties shall seek to resolve the conflict in a mutually acceptable manner that imposes the least cost on each of them. If the Parties are unable to reach such a mutually acceptable resolution, Section 17.0 of the General Terms and Conditions shall apply.

1.2.5 “2-Wire HDSL-Compatible Loop” or “HDSL 2W” consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in VERIZON TR 72575, Issue 2, as revised from time-to-time, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. VERIZON will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas. SPRINT may order a GTE Designed Digital Loop to provide similar capability in the GTE

service area. VERIZON TR-72575 shall apply except to the extent that it conflicts with Telcordia TA-NWT-001210 and SPRINT makes a written request for resolution of such conflict. If a conflict exists between VERIZON TR-72575 and Telcordia TA-NWT-001210 and SPRINT requests resolution of such conflict, the Parties shall seek to resolve the conflict in a mutually acceptable manner that imposes the least cost on each of them. If the Parties are unable to reach such a mutually acceptable resolution, Section 17.0 of the General Terms and Conditions shall apply.

1.2.6 “4-Wire HDSL-Compatible Loop” or “HDSL 4W” consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in VERIZON TR 72575, Issue 2, as revised from time-to-time, must be met. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. VERIZON will not build new copper facilities. VERIZON TR-72575 shall apply except to the extent that it conflicts with Telcordia TA-NWT-001210 and SPRINT makes a written request for resolution of such conflict. If a conflict exists between VERIZON TR-72575 and Telcordia TA-NWT-001210 and SPRINT requests resolution of such conflict, the Parties shall seek to resolve the conflict in a mutually acceptable manner that imposes the least cost on each of them. If the Parties are unable to reach such a mutually acceptable resolution, Section 17.0 of the General Terms and Conditions shall apply.

1.2.7 “4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing copper facilities can meet the specifications. The service is more fully described in VERIZON TR-72575 Issue 2. VERIZON TR-72575 shall apply except to the extent it conflicts with ANSI T1.403-1999 or Telcordia GR-342, Dec. 1995 and SPRINT makes a written request for resolution of such conflict. If a conflict exists between VERIZON TR-72575 and ANSI T1.403-1999 or Telcordia GR-342, Dec. 1995 and SPRINT requests resolution of such conflict, the Parties shall seek to resolve the conflict in a mutually acceptable manner that imposes the least cost on each of them. If the Parties are unable to reach such a mutually acceptable resolution, Section 17.0 of the General Terms and Conditions shall apply.

1.2.8 “4-Wire 56 kbps Loop” means a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. VERIZON shall provide 4-Wire 56 kbps Loops to SPRINT in accordance with, and subject to, the technical specifications set forth in VERIZON Technical Reference TR72575, Issue 2, as such issue may be revised from time to time after the Effective Date.

1.2.9 “Digital Designed Loops” are comprised of designed loops that meet specific SPRINT requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, or BRI ISDN (Premium) Loops. “Digital Designed Loops” may include requests for:

- A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove load coil and bridged tap;
- B) a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
- C) a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
- D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- F) a 2 W Digital Designed Metallic Loop with VERIZON-placed ISDN loop extension electronics;

1.2.9.1 VERIZON shall make Digital Designed Loops available to SPRINT at the rates as set forth in Part IV.

1.2.9.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 1.2.9, Items A-F):

- A. SPRINT shall place orders for Digital Designed Loops by delivering to VERIZON a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- B. (1) VERIZON is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by VERIZON for compatibility with ADSL and HDSL signals. The results of this survey will be stored in a mechanized database and made available to SPRINT as the process is completed in each Central Office. Except as otherwise agreed by the Parties in a written amendment to this Agreement pursuant to Section 1.2.9.2.B(2) below, SPRINT must utilize this mechanized loop qualification database where available, in advance of submitting a valid electronic transmittal service order for an ADSL or HDSL Loop. Charges for mechanized loop qualification information are set forth in Part IV. SPRINT may use

prequalified Loops to offer SDSL or IDSL services, but neither VERIZON's prequalification process nor its current Loop offerings are designed to ensure compatibility with such services or any services other than those set forth in the Loop descriptions set forth above.

(2) To the extent required by Applicable Law, the Parties shall comply with the requirements of Section 3.d ("Issue No. 5 – Loop Qualification Database," "Disposition") of the Commission's order of October 12, 2001, in "Petition of Sprint Communication Company, L.P. for an Arbitration Award of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b) and Related Arrangements with Verizon Pennsylvania, Inc.," Pa. P.U.C. Docket No. A-310183F0002, as such Section 3.d and order are modified from time-to-time.

- C. If the Loop is served out of a Central Office that has not been prequalified on a mechanized basis, SPRINT must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in Part IV. In general, VERIZON will complete a manual loop qualification request within three business days, although VERIZON may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- D. If the mechanized loop qualification database indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), SPRINT may request a manual loop qualification, as described in paragraph C, to determine whether the result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- E. If SPRINT submits a service order for an ADSL, HDSL, or BRI ISDN Loop that has not been prequalified on either a mechanized or manual basis, VERIZON will query the service order back to SPRINT for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If SPRINT submits a service order for an ADSL, HDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, VERIZON will respond back to SPRINT with a "Nonqualified" indicator.

- F. Where SPRINT has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if SPRINT is already aware of the conditioning required (e.g., where SPRINT has previously requested a manual loop qualification), SPRINT may submit a service order for a Digital Designed Loop. VERIZON will undertake to condition or extend the Loop in accordance with this Section 1.2.9 upon receipt of SPRINT's valid, accurate and pre-qualified service order for a Digital Designed Loop.

1.2.9.3 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by SPRINT, an interval of eighteen (18) business days will be required by VERIZON to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

- A. Three (3) business days will be required following receipt of SPRINT's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.
- B. Upon completion of an Engineering Work Order, VERIZON will initiate the construction order to perform the changes/modifications to the Loop requested by SPRINT. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to VERIZON's standard provisioning intervals.

1.2.9.4 If SPRINT requires a change in scheduling, it must contact VERIZON to issue a supplement to the original service order. If SPRINT cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, SPRINT shall compensate VERIZON for an Engineering Work Order charge as set forth in Part IV; provided, that SPRINT shall not be obligated to pay such charge if the cancellation was caused solely by a failure by VERIZON to perform the loop analysis or other conditioning work within the time agreed upon by the Parties. If SPRINT cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, SPRINT shall compensate VERIZON for an Engineering Work Order charge as well as

the charges associated with the conditioning tasks performed as set forth in Part IV; provided, that SPRINT shall not be obligated to pay such charges if the cancellation was caused solely by a failure by VERIZON to perform the construction work within the time agreed upon by the Parties.

1.2.9.5 VERIZON shall support national standard NC/NCI codes for ordering UNE Loops.

1.2.9.6 VERIZON shall offer access to Digital Designed Loop information, subject to the rates, terms and conditions specified in Part IV. To the extent that accurate records are available for a specified Loop, the following information shall be provided as of the Effective Date:

- (a) In response to a Mechanized Loop Qualification query, VERIZON shall indicate whether the unbundled digital Loop is qualified for ADSL/HDSL, the total metallic Loop length (including bridged tap), and the presence of digital loop carrier, load coils, and spectrum interferers, as applicable to the specified Loop, and subject to the availability of accurate records.
- (b) In response to a Manual Loop Qualification query, VERIZON shall indicate whether the unbundled digital Loop is qualified for ADSL/HDSL, the total metallic Loop length (including bridged tap), and the presence of digital Loop carrier, load coils, and spectrum interferers, as applicable to the specified Loop, and subject to the availability of accurate records.
- (c) In response to an Engineering Query, and subject to the availability of accurate records, VERIZON shall indicate whether the unbundled digital Loop is qualified for ADSL/HDSL, the total metallic Loop length (including bridged tap), the presence and location of digital Loop carrier, the number and location of load coils, the presence of spectrum interferers, the amount and location of bridged tap, the wire gauge at specified locations, and the presence of pair gain devices or other electronics as applicable to the specified Loop.

1.2.10 Line Sharing

1.2.10.1 'Line Sharing' is an arrangement by which VERIZON facilitates SPRINT's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL) (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by

VERIZON to provide analog circuit-switched voice grade service to that Customer by making available to SPRINT, solely for SPRINT's own use, the frequency range above the voice band on the same copper Loop required by SPRINT to provide such services. This Agreement addresses line sharing over loops that are entirely copper loops. The Parties do not intend anything in this Agreement to prejudice either SPRINT's position that VERIZON is obligated to provide line sharing on loops constructed of fiber optic cable, digital loop carrier electronics, and copper distribution cable, or VERIZON's position that VERIZON is obligated to provide line sharing only over copper loops or copper sub-loops. SPRINT does not waive any right it may have under Applicable Law to request VERIZON to provide to SPRINT, pursuant to an appropriate written amendment to this Agreement to be negotiated by the Parties in accordance with the Act, line sharing over loops constructed of fiber optic cable, digital loop carrier electronics, and copper distribution cable; provided, that VERIZON shall be obligated to provide line sharing over such loops, only to the extent required by Applicable Law. VERIZON does not waive any right it may have under Applicable Law to decline to provide line sharing over loops that are not copper loops or over sub-loops that are not copper sub-loops.

Subject to the conditions set forth in Section 1.7 below, to the extent required by Applicable Law, VERIZON shall provide Line Sharing to SPRINT for SPRINT's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the rates, terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) VERIZON must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the VERIZON Customer's dial tone must originate from a VERIZON End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by SPRINT on that Loop must not significantly degrade the performance of other services provided on that Loop.

1.2.10.2 VERIZON shall make Line Sharing available to SPRINT at the rates set forth in Part IV of this Agreement. In addition to the recurring and nonrecurring charges shown in Part IV for Line Sharing itself, the following rates shown in Part IV and in VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9) are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by SPRINT and not covered by Part IV; and (iv) misdirected dispatch charges, charges for installation or

repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.

1.2.10.3 The following ordering procedures shall apply to Line Sharing:

(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. SPRINT must utilize the Loop qualification processes described in the terms applicable to Digital Designed Loops to make this determination.

(ii) SPRINT shall place orders for Line Sharing by delivering to VERIZON a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(iii) If the Loop is prequalified by SPRINT through the Loop prequalification database, and if a positive response is received and followed by receipt of SPRINT's valid, accurate and pre-qualified service order for Line Sharing, VERIZON will return a Local Service Request (LSR) confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.

(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of SPRINT's valid, accurate request. VERIZON may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.

(v) If conditioning is required to make a Loop capable of supporting Line Sharing and SPRINT orders such conditioning, then VERIZON shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that VERIZON shall not be obligated to provide Loop conditioning if VERIZON establishes, in the manner required by Applicable Law, that such conditioning is likely to degrade significantly the voice-grade service being provided to VERIZON's Customers over such Loops.

(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. The standard provisioning interval for the Line Sharing arrangement shall be as set out in the VERIZON Product Interval Guide; provided that the standard provisioning interval for the Line Sharing arrangement shall not exceed the

shortest of the following intervals: (a) six (6) business days; (b) the standard provisioning interval for the Line Sharing arrangement that is stated in an applicable VERIZON Tariff; or, (c) the standard provisioning interval for the Line Sharing arrangement that is required by Applicable Law. The standard provisioning interval for the Line Sharing arrangement shall commence only once any requested engineering and conditioning tasks have been completed. A Line Sharing arrangement that requires pair swaps or line and station transfers in order to free-up facilities may have a provisioning interval that is longer than the standard provisioning interval for the Line Sharing arrangement. In no event shall the Line Sharing interval applied to SPRINT be longer than the interval applied to any similarly situated affiliate of VERIZON.

(vii) SPRINT must provide all required Collocation, CFA, Special Bill Number (SBN) and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the Point of Termination (POT) Bay, Collocation node, or for splitter placement, must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.

(viii) The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in order to minimize Line Sharing provisioning problems. SPRINT will provide to VERIZON forecasts of SPRINT's Line Sharing requirements. The forecasts will be provided within 45 days after the Effective Date of this Agreement and thereafter in February and August of each year, will cover a period of one year commencing with the month after the month in which the forecast is submitted, and will state, for each month in the forecast period, the locations where Line Sharing arrangements will be purchased, the volume of Line Sharing arrangements that will be purchased at each such location, splitter placement elections, and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.

1.2.10.4 To the extent required by Applicable Law (including, but not limited to, 47 CFR § 51.231), SPRINT shall provide VERIZON with information regarding the type of xDSL technology that it deploys on each shared Loop. The xDSL technology used by SPRINT for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. SPRINT's deployment of additional Advanced Services shall be subject to the applicable rules and regulations of the FCC.

1.2.10.5 SPRINT may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the VERIZON Serving Wire Center that contains the End Office Switch through which

voice grade service is provided to VERIZON's Customer. SPRINT is responsible for providing, through one of the splitter options described below, a splitter at that Wire Center that complies with ANSI specification T1.413, employs Direct Current (DC) blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and operates so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance. SPRINT is also responsible for providing its own Digital Subscriber Line Access Multiplexer (DSLAM) equipment in the Collocation arrangement and any necessary Customer Provided Equipment (CPE) for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by SPRINT and must satisfy the same NEBS requirements that VERIZON imposes on its own splitter equipment or the splitter equipment of any VERIZON Affiliate. SPRINT must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before SPRINT submits an order for Line Sharing.

Splitter Option 1: Splitter in SPRINT Collocation Area

In this configuration, the SPRINT-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by SPRINT in its own Collocation space within the Customer's serving End Office. The VERIZON-provided dial tone is routed through the splitter in the SPRINT Collocation area. Any rearrangements will be the responsibility of SPRINT.

If SPRINT elects this option, installation of new cabling and associated connector blocks between the POT Bay and the Main Distribution Frame (MDF) will be performed by VERIZON, or, at SPRINT's election, by a VERIZON-approved vendor designated by SPRINT. If SPRINT elects to use a VERIZON-approved vendor to perform such installation of cabling and associated connector blocks, the vendor shall engineer, furnish and install the cabling and associated connector blocks in accordance with applicable VERIZON specifications and practices (including, but not limited to, VERIZON specifications and practices that incorporate the tie-cable design and cut-over processes developed in the New York Public Service Commission's DSL Collaborative).

If SPRINT elects to use a VERIZON-approved vendor to perform the installation work, in addition to any other applicable charges, SPRINT shall pay VERIZON an Engineering and Implementation Fee. The charges that SPRINT will pay to VERIZON for installation of the cabling and associated connector blocks (including, but not limited to, the Engineering and Implementation Fee to be paid by SPRINT when SPRINT elects to use a VERIZON-approved vendor) shall be as set forth in Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C.-No. 9). VERIZON shall not be responsible for the charges of any VERIZON-approved vendors that SPRINT elects to use for installation of cabling and associated connector blocks.

Splitter Option 2: Splitter in VERIZON Area

In this configuration, VERIZON inventories and maintains a SPRINT-provided splitter (ANSI T1.413 or MVL compliant) in VERIZON space within the Customer's serving End Office. The splitters will be installed a shelf-at-a-time.

In those serving End Offices where VERIZON employs a POT Bay for interconnection of SPRINT's Collocation arrangement with VERIZON's network, the splitter will be installed (mounted) in a relay rack between the POT Bay and the Main Distribution Frame (MDF). The demarcation point is at the splitter end of the cable connecting the POT Bay and the splitter. Installation of the splitter will be performed by VERIZON, or, at SPRINT's election, by a VERIZON-approved vendor designated by SPRINT. If SPRINT elects to use a VERIZON-approved vendor to perform such installation, the vendor shall engineer, furnish and install the splitter and associated cabling and connector blocks in accordance with applicable VERIZON specifications and practices (including, but not limited to, VERIZON specifications and practices that incorporate the tie-cable design and cut-over processes developed in the New York Public Service Commission's DSL Collaborative).

In those serving End Offices where VERIZON does not employ a POT Bay for interconnection of SPRINT's Collocation arrangement with VERIZON's network, the SPRINT provided splitter will be installed (mounted) in a relay rack between the SPRINT Collocation arrangement and the MDF. The demarcation point is at the splitter end of the cable connecting the SPRINT Collocation arrangement and the splitter. Installation of the splitter will be performed by VERIZON, or, at SPRINT's election, by a VERIZON-approved vendor designated by SPRINT. If SPRINT elects to use a VERIZON-approved vendor to perform such installation, the vendor shall engineer, furnish and install the splitter and associated cabling and connector blocks in accordance with applicable VERIZON specifications and practices (including, but not limited to, VERIZON specifications and practices that incorporate the tie-cable design and cut-over processes developed in the New York Public Service Commission's DSL Collaborative).

In either scenario, VERIZON will control the splitter and will direct any required activity. Where a POT Bay is employed, VERIZON will also perform all POT Bay work required in this configuration. VERIZON will provide a splitter inventory to SPRINT upon completion of the required work.

(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. SPRINT must submit a new Collocation application, with the application fee, to VERIZON detailing its request. Standard Collocation intervals will apply.

(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or SPRINT's Collocation arrangement, to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. SPRINT must submit the application for Collocation augment, with the application fee, to VERIZON. Unless a different interval is stated in VERIZON's applicable Tariff (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9) or required by Applicable Law, an interval of seventy-six (76) business days shall apply.

1.2.10.6 SPRINT will have the following options for testing shared Loops:

1.2.10.6.1 In serving End Offices where VERIZON employs a POT Bay for interconnection of SPRINT's Collocation arrangement with VERIZON's network, the following options shall be available to SPRINT:

1.2.10.6.1.1 Under Splitter Option 1, SPRINT may conduct its own physical tests of the shared Loop from SPRINT's collocation area. If it chooses to do so, SPRINT may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements that VERIZON imposes on its own test head equipment or the test head equipment of any VERIZON affiliate; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional Mechanized Loop Test (MLT) test. Specifically, the SPRINT-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional SPRINT-provided test head will be installed in SPRINT's Collocation area between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

1.2.10.6.1.2 Under Splitter Option 2, upon request by SPRINT, either VERIZON, or, at SPRINT's election, a VERIZON-approved vendor selected by SPRINT will install a SPRINT-provided test head to enable SPRINT to conduct remote physical tests of the shared Loop. This optional SPRINT-provided test head will be installed at a point between the "line" port of the splitter and the VERIZON-provided test head that is used by VERIZON to conduct its own Loop testing. The SPRINT-provided test head must satisfy the same NEBS requirements that VERIZON imposes on its own test head equipment or the test head equipment of any VERIZON affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the SPRINT-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. VERIZON will inventory, control and maintain the SPRINT-provided test head, and will direct all required activity.

1.2.10.6.1.3 Under either Splitter Option, if VERIZON has installed its own test head, VERIZON will conduct tests of the shared Loop using a VERIZON-provided test head, and, upon request, will provide these test results to SPRINT during normal trouble isolation procedures in accordance with reasonable procedures.

1.2.10.6.1.4 Under either Splitter Option, upon request by SPRINT, VERIZON will make MLT access available to SPRINT via RETAS after the service order has been completed. SPRINT will utilize the circuit number to initiate a test.

1.2.10.6.1.5 In those serving End Offices where VERIZON has not employed a POT Bay for interconnection of SPRINT's Collocation arrangement with VERIZON's network, SPRINT will not be permitted to supply its own test head. Instead, VERIZON will make a testing system available to SPRINT through use of the on-line computer interface test system at www.verizon.com/wise.

1.2.10.6.2 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where SPRINT has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, VERIZON and SPRINT will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. VERIZON may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that SPRINT should reasonably have been able to isolate and diagnose through one of the testing options available to SPRINT above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

1.2.10.6.3 VERIZON and SPRINT each have a responsibility to educate the Customer regarding which service provider should be called for problems with their respective service offerings. VERIZON will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the central office. SPRINT will be responsible for repairing services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. If a splitter or test head that has been provided by SPRINT to VERIZON malfunctions, SPRINT will be responsible for providing a replacement splitter or test head to VERIZON. Before either Party initiates any activity on a shared Loop that may cause a disruption of the service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. VERIZON and SPRINT will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

1.2.10.6.4 When VERIZON provides inside wire maintenance services to the Customer, VERIZON will only be responsible for testing and repairing

the inside wire for voice-grade services. VERIZON will not test, dispatch a technician, repair, or upgrade inside wire to clear trouble calls associated with SPRINT's services. VERIZON will not repair any customer premises equipment (CPE) provided by SPRINT. Before a trouble ticket is issued to VERIZON, SPRINT shall validate whether the Customer is experiencing a trouble that arises from SPRINT's service. If the problem reported is isolated to the analog voice-grade service provided by VERIZON, a trouble ticket may be issued to VERIZON.

1.2.10.6.5 In the case of a trouble reported by the Customer on its voice-grade service, if VERIZON determines the reported trouble arises from SPRINT's equipment, splitter problems, or SPRINT's activities, VERIZON will:

- a) Notify SPRINT and request that SPRINT immediately test the trouble on SPRINT's service.
- b) If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and SPRINT has not cleared its trouble within a reasonable time frame, VERIZON may take unilateral steps to temporarily restore the Customer's voice grade service if VERIZON determines in good faith that the cause of the voice interruption is SPRINT's service.
- c) Upon completion of steps (a) and (b) above, VERIZON may temporarily remove the SPRINT-provided splitter from the Customer's Loop and switch port if VERIZON determines in good faith that the cause of the voice interruption is SPRINT's service.
- d) Upon notification from SPRINT that the malfunction in SPRINT's service has been cleared, VERIZON will restore SPRINT's service by restoring the splitter on the Customer's Loop.
- e) Upon completion of the above steps, SPRINT will be billed, and shall pay, charges in accordance with Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4 and 6) to recover VERIZON's costs of isolating and temporarily removing the malfunctioning SPRINT service from the Customer's line if the cause of the voice interruption was SPRINT's service.
- f) VERIZON shall not be liable to SPRINT, the Customer, or any other person, for damages of any kind for disruptions to SPRINT's service that are the result of the above steps set out in paragraphs (a) through (d) taken in good faith to restore the end user's voice-grade POTS service.

1.2.11 VERIZON will provide SPRINT access to the Subloop Network Element (as defined by 47 CFR § 51.319(a)(2)), in accordance with, but only to the extent required by, Applicable Law. If VERIZON is required by Applicable Law to provide SPRINT access to the Subloop Network Element in addition to the access to the Subloop Network Element provided for in Sections 1.2.11.1 and 1.2.11.2, below, SPRINT may request such access pursuant to the BFR process set forth in Section 1.8 and Exhibit 1, below. Notwithstanding this Section, access to the Subloop Network Element is subject to Section 1.7, below and Section 8.4 of the General Terms and Conditions.

1.2.11.1 Sub-Loop – Distribution

1.2.11.1.1 Subject to the conditions set forth in Section 1.7 below, and upon request, VERIZON shall provide SPRINT with access to a Sub-Loop Distribution Facility (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1.2.11.1 and the rates set forth in Part IV and the rates, terms and conditions set forth in VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9). A "Sub-Loop Distribution Facility" means a two-wire or four-wire metallic distribution facility in VERIZON's network between a VERIZON feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). VERIZON shall provide SPRINT with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

1.2.11.1.2 SPRINT may request that VERIZON reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available, or provide SPRINT with access to a drop and NID that, at the time of SPRINT's request, VERIZON is using to provide service to a Customer (as such term is hereinafter defined). New drops will be installed at the rates set forth in Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4 and 6), or in the absence of applicable rates in Part IV and VERIZON's applicable Tariffs, at rates to be agreed to by the Parties in writing.

1.2.11.1.3 SPRINT may obtain access to a Sub-Loop Distribution Facility only at an FDI and only from a Telecommunications Carrier outside plant cabinet (a "TOPIC") or, if SPRINT is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of SPRINT at such terminal. To obtain access to a Sub-Loop Distribution Facility, SPRINT shall install a TOPIC on an easement or Right of Way obtained by SPRINT within 100 feet of the VERIZON FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable VERIZON easements, VERIZON shall furnish and place an interconnecting cable between a VERIZON FDI

and a SPRINT TOPIC and VERIZON shall install a termination block within such TOPIC. VERIZON shall retain title to and maintain the interconnecting cable. VERIZON shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by SPRINT for any electronics in the TOPIC. SPRINT shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a VERIZON easement.

1.2.11.1.4 SPRINT may request from VERIZON by submitting a loop make-up engineering query to VERIZON, and VERIZON shall provide to SPRINT, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge, whether the Sub-Loop Distribution Facility has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop Distribution Facility and the location of the FDI to which the Sub-Loop Distribution Facility is connected.

1.2.11.1.5 To order access to a Sub-Loop Distribution Facility, SPRINT must first request that VERIZON connect the VERIZON FDI to which the Sub-Loop Distribution Facility is connected to a SPRINT TOPIC. To make such a request, SPRINT must submit to VERIZON an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which SPRINT wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of SPRINT's demand for access to Sub-Loop Distribution Facilities at the requested FDI. SPRINT must submit the application fee set forth in Part IV attached hereto and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9) (a "Sub-Loop Distribution Facility Application Fee") with a Sub-Loop Distribution Facility Interconnection Application. SPRINT must submit Sub-Loop Distribution Facility Interconnection Applications to:

USLA Project Manager
VERIZON
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com

1.2.11.1.6 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, VERIZON shall provide to SPRINT a work order that describes the work that VERIZON must perform to provide such access (a "Sub-Loop Distribution Facility

Work Order”) and a statement of the cost of such work (a “Sub-Loop Distribution Facility Interconnection Cost Statement”).

1.2.11.1.7 SPRINT shall pay to VERIZON fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of SPRINT’s receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and VERIZON shall not be obligated to perform any of the work set forth in such order until VERIZON has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if SPRINT breaches its payment obligation under this Section. Upon VERIZON’s completion of the work that VERIZON must perform to provide SPRINT with access to a Sub-Loop Distribution Facility, VERIZON shall bill SPRINT, and SPRINT shall pay to VERIZON, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.

1.2.11.1.8 After VERIZON has completed the installation of the interconnecting cable to a SPRINT TOPIC and SPRINT has paid the full cost of such installation, SPRINT can request the cross connection of VERIZON Sub-Loop Distribution Facilities to the SPRINT TOPIC. At the same time, SPRINT shall advise VERIZON of the services that SPRINT plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. SPRINT shall run any crosswires within the TOPIC.

1.2.11.1.9 If SPRINT requests that VERIZON reactivate an unused drop and NID, then SPRINT shall provide dial tone (or its DSL equivalent) on the SPRINT side of the applicable VERIZON FDI at least twenty four (24) hours before the due date. On the due date, a VERIZON technician will run the appropriate cross connection to connect the VERIZON Sub-Loop Distribution Facility to the SPRINT dial tone or equivalent from the TOPIC. If SPRINT requests that VERIZON install a new drop and NID, then SPRINT shall provide dial tone (or its DSL equivalent) on the SPRINT side of the applicable VERIZON FDI at least twenty four (24) hours before the due date. On the due date, a VERIZON technician shall run the appropriate cross connection of the facilities being reused at the VERIZON FDI and shall install a new drop and NID. If SPRINT requests that VERIZON provide SPRINT with access to a Sub-Loop Distribution Facility that, at the time of SPRINT’s request, VERIZON is using to provide service to a Customer, then, after SPRINT has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a VERIZON technician shall crosswire the dial tone from the VERIZON central office through the VERIZON side of the TOPIC and back out again to the VERIZON FDI and VERIZON Sub-Loop Distribution Facility using the “loop through” approach. On the due date, SPRINT shall disconnect VERIZON’s dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit SPRINT’s long-term number portability request.

1.2.11.1.10 VERIZON shall not provide access to a Sub-Loop Distribution Facility if VERIZON is using the loop of which the Sub-Loop

Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the VERIZON-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

1.2.11.1.11 VERIZON shall provide SPRINT with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals.

1.2.11.1.12 VERIZON shall repair and maintain a Sub-Loop Distribution Facility at the request of SPRINT and subject to the time and material rates set forth in Part IV and the rates, terms and conditions of VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 6 and 9). SPRINT accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing VERIZON with appropriate dispatch information based on its test results. If (a) SPRINT reports to VERIZON a Customer trouble, (b) SPRINT requests a dispatch, (c) VERIZON dispatches a technician, and (d) such trouble was not caused by VERIZON Sub-Loop Distribution Facility facilities or equipment in whole or in part, then SPRINT shall pay VERIZON the charges set forth in Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 6 and 9) for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by SPRINT is not available at the appointed time. If as the result of SPRINT instructions, VERIZON is erroneously requested to dispatch to a site on VERIZON company premises ("dispatch in"), the charges set forth in Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 6 and 9) will be assessed per occurrence to SPRINT by VERIZON. If as the result of SPRINT instructions, VERIZON is erroneously requested to dispatch to a site outside of VERIZON company premises ("dispatch out"), the charges set forth in Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 6 and 9) will be assessed per occurrence to SPRINT by VERIZON.

1.2.11.2 Sub-Loop – Feeder.

1.2.11.2.1 Subject to the conditions set forth in Section 1.7 of this agreement and upon request, VERIZON shall provide SPRINT with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1.2.11.2 and the rates set forth in Part IV and the rates, terms and conditions of VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9). A "Feeder Sub-Loop" means a DS1- or DS3- transmission path over a feeder facility in VERIZON's network between a VERIZON end office and either a VERIZON remote terminal equipment enclosure (an "RTEE") that subtends such end office or a VERIZON feeder distribution interface (such an interface, an "FDI") that subtends the end office .

1.2.11.2.2 SPRINT may obtain access to a Feeder Sub-Loop only from a SPRINT collocation arrangement in the VERIZON end office where such Feeder Sub-Loop originates and VERIZON shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if SPRINT has a collocation arrangement in such RTEE. Upon SPRINT's request, VERIZON will connect a Feeder Sub-Loop to a SPRINT collocation arrangement in the VERIZON end office where the Feeder Sub-Loop originates and to either a SPRINT collocation arrangement in the VERIZON RTEE that subtends such end office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that SPRINT has established in accordance with, and subject to the terms and provisions of, an agreement between VERIZON and SPRINT that governs the establishment of such TOPIC. VERIZON shall connect a Feeder Sub-Loop to the point of termination bay of a SPRINT collocation arrangement in a VERIZON Central Office or to a SPRINT TOPIC, by installing appropriate cross connections and VERIZON shall be solely responsible for installing such cross connections. SPRINT may obtain access to a Feeder Sub-Loop between an end office and an RTEE or an FDI only if DS1- or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.

1.2.11.2.3 SPRINT shall run any crosswires within a SPRINT physical collocation arrangement and a SPRINT TOPIC and SPRINT will have sole responsibility for identifying to VERIZON where a Feeder Sub-Loop should be connected to a SPRINT collocation arrangement. SPRINT shall be solely responsible for providing power and space for any cross connects and other equipment that VERIZON installs in a TOPIC, and SPRINT shall not bill VERIZON, and VERIZON shall not pay SPRINT, for providing such power and space.

1.2.11.2.4 VERIZON shall not be obligated to provide to SPRINT any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If SPRINT requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and VERIZON shall provide such loop to SPRINT in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.

1.2.11.2.5 VERIZON shall provide SPRINT with access to a Feeder Sub-Loop in accordance with negotiated intervals.

1.2.11.2.6 VERIZON shall repair and maintain a Feeder Sub-Loop at the request of SPRINT and subject to the time and material rates set forth in Part IV and the rates, terms and conditions of VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 6 and 9). SPRINT may not rearrange, disconnect, remove or attempt to repair or maintain any VERIZON equipment or facilities without the prior written consent of VERIZON. SPRINT accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing VERIZON with appropriate dispatch information based on its test

results. If (a) SPRINT reports to VERIZON a trouble, (b) SPRINT requests a dispatch, (c) VERIZON dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then SPRINT shall pay VERIZON the charges set forth in Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 6 and 9) for time associated with said dispatch. In addition, these charges also apply when a SPRINT contact as designated by SPRINT is not available at the appointed time. If as the result of SPRINT instructions, VERIZON is erroneously requested to dispatch to a site on VERIZON company premises ("dispatch in"), the charges set forth in Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 6 and 9) will be assessed per occurrence to SPRINT by VERIZON. If as the result of SPRINT instructions, VERIZON is erroneously requested to dispatch to a site outside of VERIZON company premises ("dispatch out"), the charges set forth in Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 6 and 9) will be assessed per occurrence to SPRINT by VERIZON.

1.2.12 Dark Fiber.

1.2.12.1 Subject to the conditions set forth in Section 1.7 below and upon request, VERIZON shall provide SPRINT with access to Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF (as such terms are hereinafter defined) in accordance with, and subject to, the terms and provisions of this Agreement, the rates set forth in Part IV, and the rates, terms and conditions of VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9). Access to unbundled Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF will be provided by VERIZON only where existing facilities are available at the requested availability date. Access to Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to VERIZON's Dark Fiber offerings.

1.2.12.1.1 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a VERIZON fiber optic cable between VERIZON's Accessible Terminal, such as the fiber distribution frame, or its functional equivalent, located within a VERIZON Wire Center, and VERIZON's main termination point at a Customer premise, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

1.2.12.1.2 A "Dark Fiber Subloop" consists of continuous fiber optic strand(s) in a VERIZON fiber optic cable (a) between VERIZON's Accessible Terminal located within a VERIZON Wire Center, and VERIZON's Accessible Terminal at a VERIZON remote terminal equipment enclosure, (b) between VERIZON's Accessible Terminal at a VERIZON remote terminal equipment enclosure and

VERIZON's main termination point located within a Customer premise, or (c) between VERIZON's Accessible Terminals at VERIZON remote terminal equipment enclosures, and that in all cases has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

1.2.12.1.3 A "Dark Fiber IOF" consists of continuous fiber strand(s) that are located within a fiber optic cable between either (a) Accessible Terminals in two VERIZON Central Offices or (b) an Accessible Terminal in a VERIZON Central Office and a SPRINT Central Office, but, in either case, that has not been activated through connection to multiplexing, aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.

1.2.12.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF:

1.2.12.2.1 VERIZON shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a VERIZON Accessible Terminal in VERIZON's Central Office that can be cross-connected to SPRINT's collocation arrangement located in that same VERIZON Central Office and the other end terminates at the Customer premise. VERIZON shall be required to provide a Dark Fiber Subloop only where (1) one end of the Dark Fiber Subloop terminates at VERIZON's Accessible Terminal in VERIZON's Central Office that can be cross-connected to SPRINT's collocation arrangement located in that same VERIZON Central Office and the other end terminates at VERIZON's Accessible Terminal at a VERIZON remote terminal equipment enclosure that can be cross-connected to SPRINT's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Subloop terminates at VERIZON's main termination point located within the Customer premise and the other end terminates at VERIZON's Accessible Terminal at a VERIZON remote terminal equipment enclosure that can be cross-connected to SPRINT's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Subloop terminates at VERIZON's Accessible Terminal at a VERIZON remote terminal equipment enclosure that can be cross-connected to SPRINT's collocation arrangement or adjacent structure and the other end terminates at VERIZON's Accessible Terminal at another VERIZON remote terminal equipment enclosure that can be cross-connected to SPRINT's collocation arrangement or adjacent structure. A SPRINT demarcation point at a Customer premise shall be established in the main telco room of the Customer premise if VERIZON is located in that room or, if the building does not have a main telco room or if VERIZON is not located in that room, then at a location to be determined by VERIZON. A SPRINT demarcation point at a Customer premise shall be established at a location that is no more than 30 feet from VERIZON's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Subloop terminates. VERIZON shall connect a Dark Fiber Loop or Dark Fiber Subloop to the SPRINT demarcation point by installing a fiber jumper no greater than 30 feet in length.

VERIZON shall be required to provide Dark Fiber IOF only where (1) one end of the Dark Fiber IOF terminates at a VERIZON Accessible Terminal in a VERIZON Central Office that can be cross-connected to SPRINT's collocation arrangement located in that same VERIZON Central Office and the other end terminates at a VERIZON Accessible Terminal in another VERIZON Central Office that can be cross-connected to SPRINT's collocation arrangement located in that same VERIZON Central Office, or (2) one end of the Dark Fiber IOF terminates in a VERIZON Accessible Terminal in a VERIZON Central Office that can be cross-connected to SPRINT's collocation arrangement located in that same VERIZON Central Office and the other end terminates in a SPRINT Central Office. A SPRINT demarcation point at a SPRINT Central Office shall be established at a location that is no more than 30 feet from VERIZON's Accessible Terminal on which the Dark Fiber IOF terminates. VERIZON shall connect a Dark Fiber IOF to the SPRINT demarcation point by installing a fiber jumper no greater than 30 feet in length.

1.2.12.2.2 SPRINT may access a Dark Fiber Loop, a Dark Fiber Subloop, or Dark Fiber IOF only at a pre-existing VERIZON Accessible Terminal of such Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF, and SPRINT may not access a Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or case. Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF are not available to SPRINT unless such Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF already are terminated on a VERIZON Accessible Terminal. Except where required by Applicable Law, VERIZON will not introduce additional splice points or open existing splice points or cases to accommodate SPRINT's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the VERIZON Wire Center, and not terminated to a fiber patch panel, are not available to SPRINT.

1.2.12.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).

1.2.12.2.4 VERIZON shall perform all work necessary to install: (1) a cross connection or a fiber jumper from a VERIZON Accessible Terminal to a SPRINT collocation arrangement or (2) from a VERIZON Accessible Terminal to SPRINT's demarcation point at a Customer premise or SPRINT Central Office.

1.2.12.2.5 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the completed Inquiry Form, VERIZON will initiate a review of its cable records to determine whether Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF may be available between the locations and in the quantities specified. VERIZON will respond within fifteen (15) Business Days from receipt of SPRINT's request, indicating whether Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF may be available based on the records search except that for voluminous

requests or large, complex projects, VERIZON reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF.

1.2.12.2.6 SPRINT shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to VERIZON a separate ASR for each A to Z route.

1.2.12.2.7 Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF, that terminate in a VERIZON premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

1.2.12.2.8 A Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF will be offered to SPRINT in the condition that it is available in VERIZON's network at the time that SPRINT submits its request (i.e., "as is"). In addition, VERIZON shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF for SPRINT's use.

1.2.12.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF, and, therefore, will not be offered to SPRINT as Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF.

1.2.12.2.10 Fiber that has been assigned to fulfill a Customer order or for maintenance purposes will not be offered to SPRINT as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.

1.2.12.2.11 SPRINT shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Subloops, or Dark Fiber IOF.

1.2.12.2.12 SPRINT may not resell Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.

1.2.12.2.13 Except to the extent that VERIZON is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF to SPRINT for use for Special or Switched Exchange Access Services, SPRINT shall not use Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF, for Special or Switched Exchange Access Services.

1.2.12.2.14 In order to preserve the efficiency of its network, VERIZON will limit SPRINT to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF in any given segment of VERIZON's network. In addition, except as otherwise required by Applicable Law, VERIZON may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

(i) Revoke Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF leased to SPRINT upon a showing of need to the Commission and twelve (12) months' advance written notice to SPRINT; and

(ii) Revoke Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF leased to SPRINT upon a showing to the Commission that SPRINT underutilized fiber within any twelve (12) month period.

VERIZON reserves and shall not waive, VERIZON's right to claim before the Commission that VERIZON should not have to fulfill a SPRINT order for Dark Fiber Loops, Dark Fiber Subloops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than SPRINT, or impair VERIZON's ability to meet a legal obligation.

1.2.12.2.15 SPRINT may not reserve Dark Fiber Loops, Dark Fiber Subloops, or Dark Fiber IOF.

1.2.12.2.16 SPRINT shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF accommodate the requirements of SPRINT; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting SPRINT's collocation arrangements with any proper optical cross connects or other equipment that SPRINT needs to access Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF before it submits an order for such access.

1.2.12.2.17 SPRINT is responsible for trouble isolation before reporting trouble to VERIZON. VERIZON will restore continuity to Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF that have been broken. VERIZON will not repair a Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF have changed.

1.2.12.2.18 SPRINT is responsible for all work activities at the

Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of SPRINT.

1.2.13 Inside Wire.

Subject to the conditions set forth in Section 1.7 below, upon request by SPRINT, VERIZON shall provide SPRINT with access to the VERIZON Inside Wire Subloop Network Element (as defined in 47 CFR § 51.319(a)(2)(i)). Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to rates, terms and conditions to be negotiated in good faith, and agreed to in writing, by the Parties.

1.2.14 Collocation in Remote Terminals.

Subject to the conditions set forth in Section 1.7 and at SPRINT's request, VERIZON shall allow SPRINT to collocate equipment in a VERIZON remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9), as amended from time to time, or, if VERIZON's Tariffs do not contain provisions that allow SPRINT to collocate equipment in a VERIZON remote terminal equipment enclosure, rates, terms and conditions to be negotiated in good faith and agreed to in writing by the Parties. Notwithstanding anything else set forth in this Agreement, VERIZON shall allow SPRINT to collocate equipment in a VERIZON remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

Nothing in the preceding paragraph of this Section 1.2.14 is intended to prejudice the position of either Party with regard to whether SPRINT may obtain access to VERIZON Network Elements at a VERIZON remote terminal equipment enclosure by a means other than collocation of equipment in the remote terminal equipment enclosure. SPRINT reserves the right to request the Commission, the FCC or other governmental entity of appropriate jurisdiction, to require VERIZON to provide such access. VERIZON reserves the right to request the Commission, the FCC or other governmental entity of appropriate jurisdiction, to not require VERIZON to provide such access. VERIZON shall be obligated to provide access to VERIZON Network Elements at a VERIZON remote terminal equipment enclosure only to the extent required by Applicable Law.

Within two hundred and seventy (270) days of execution of this Agreement by SPRINT and VERIZON, VERIZON will develop and implement a process under which VERIZON will provide to SPRINT, within ten (10) business days of a written request by SPRINT, the following information for the Remote Terminals subtending a VERIZON Central Office:

- A. A list of the Remote Terminals;

- B. The address and CLLI Code of each Remote Terminal;
- C. Addresses of the end user locations subtending each Remote Terminal and the number of terminating lines fed by each Remote Terminal; and
- D. The type of feeder cable at each Remote Terminal(copper/fiber).

VERIZON will process SPRINT requests for the information listed in A-D above for up to ten (10) Central Offices at any one time.

The rates for the information listed A-D above shall be as set forth in Part IV and VERIZON's applicable Tariffs.

1.2.15 To the extent required by Applicable Law, the Parties shall comply with the requirements of Section 9.d ("Issue Nos. 18 and 19 – MAN Commingling and Multiplexing," "Disposition") of the Commission's Order of October 12, 2001, in "Petition of Sprint Communication Company, L.P. for an Arbitration Award of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b) and Related Arrangements with Verizon Pennsylvania, Inc.," Pa. P.U.C. Docket No. A-310183F0002, as such Section 9.d and Order are modified from time-to-time.

1.3 Network Interface Device

1.3.1 Subject to the conditions set forth in Section 1.7 and at SPRINT's request, VERIZON shall permit SPRINT to connect a SPRINT Loop to the Inside Wiring of a Customer through the use of a VERIZON NID in the manner set forth in this Section 1.3. SPRINT may access a VERIZON NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining SPRINT NID deployed by SPRINT or, if an entrance module is available in the VERIZON NID, by connecting a SPRINT Loop to the VERIZON NID. When necessary, VERIZON will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer's premises and Inside Wire.

1.3.2 In no case shall SPRINT access, remove, disconnect or in any other way rearrange VERIZON's Loop facilities from VERIZON's NIDs, enclosures, or protectors.

1.3.3 In no case shall SPRINT access, remove, disconnect or in any other way rearrange a Customer's Inside Wire from VERIZON's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.

1.3.4 In no case shall SPRINT remove or disconnect ground wires from VERIZON's NIDs, enclosures, or protectors.

1.3.5 In no case shall SPRINT remove or disconnect NID modules, protectors, or terminals from VERIZON's NID enclosures.

1.3.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

1.3.7 When SPRINT is not connecting a SPRINT-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the VERIZON NID, SPRINT does not need to submit a request to VERIZON and VERIZON shall not charge SPRINT for access to the VERIZON NID. In such instances, SPRINT shall comply with the provisions of Sections 1.3.2 through 1.3.6 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 1.3.7.1 of this Agreement.

1.3.7.1 Due to the wide variety of NIDs utilized by VERIZON (based on Customer size and environmental considerations), SPRINT may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means.

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, requesting carrier (i.e., SPRINT or SPRINT's agent, the building owner, or the Customer) may remove the Inside Wire from the Customer's side of the VERIZON NID and connect that wire to SPRINT's NID.

(b) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, SPRINT may enter the Customer side of the VERIZON NID enclosure for the purpose of removing the Inside Wire from the terminals of VERIZON's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the VERIZON NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the VERIZON NID.

(c) SPRINT may request VERIZON to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* SPRINT, its agent, the building owner or the Customer). If SPRINT accesses the Customer's Inside Wire as described in this Section 1.3.7.1(c), time and materials charges will be billed to the requesting party (*i.e.* SPRINT, its agent, the building owner or the Customer).

1.4 Unbundled Switching Elements

(a) Subject to the conditions set forth in Section 1.7, VERIZON shall make available to SPRINT the local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services, in accordance with, but only to the extent required by, Applicable Law, at the rates set forth in Part IV and VERIZON's applicable Tariffs.

(b) Subject to the conditions set forth in Section 1.7, in accordance with, but only to the extent required by, Applicable Law, VERIZON shall make available to SPRINT the Packet Switching Capability network element (as defined in 47 CFR § 51.319(c)(4)).

To the extent VERIZON is required by Applicable Law to make available to SPRINT the Packet Switching Capability network element, the Packet Switching Capability network element shall be made available by VERIZON pursuant to the applicable rates, terms and conditions of VERIZON's Tariffs, or, if VERIZON's Tariffs do not contain rates, terms and conditions for the Packet Switching Capability network element, rates, terms and conditions to be negotiated in good faith by the Parties.

1.5 Unbundled InterOffice Facilities

Subject to Section 1.7, where facilities are available, at SPRINT's request, VERIZON shall provide SPRINT with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with but only to the extent required by Applicable Law, at the rates set forth in Part IV and in VERIZON's applicable Tariffs, as amended from time to time and in accordance with Section 24.11 of the General Terms and Conditions of this Agreement; provided, however, that VERIZON shall offer unbundled shared IOF only to the extent that SPRINT also purchases unbundled local switching capability from VERIZON in accordance with Section 1.4 of this Part II.

1.6(a) Databases and Signaling

Subject to the conditions set forth in Section 1.7 of this Part II, VERIZON shall provide SPRINT with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll-free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases, in accordance with Part IV and VERIZON's applicable Tariffs as amended from time to time. SPRINT shall provide VERIZON with CCS Interconnection required for call routing and completion, and the billing of calls which involve SPRINT's Customers, at non-discriminatory rates, terms and conditions in accordance with Section 24.11 of the General Terms and Conditions, provided further that if the SPRINT information VERIZON requires to provide such call-related functionalities is resident in a database, SPRINT will provide VERIZON with the access and authorization to query SPRINT's information in the databases within which it is stored. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS

network. In either case, SPRINT shall comply with VERIZON's SS7 certification process prior to establishing CCS Interconnection with VERIZON

1.6(b) Operations Support Systems

Subject to the conditions set forth in Section 1.7 below, VERIZON shall provide SPRINT with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All such transactions shall be submitted by SPRINT through such electronic interfaces.

1.7 Limitations on Unbundled Access

Notwithstanding anything else set forth in the Interconnection Agreement:

1.7.1(a) Nothing contained in this Agreement shall be deemed to constitute an agreement by VERIZON that any item identified in the Interconnection Agreement as a network element is (i) a network element under Applicable Law, or (ii) a network element VERIZON is required by Applicable Law to provide to SPRINT on an unbundled basis. Nothing contained in this Agreement shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated, any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect a Party's obligations under this Agreement or Applicable Law.

(b) To the extent that VERIZON is required by a change in Applicable Law to provide a network element on an unbundled basis to SPRINT that is not already offered by VERIZON to SPRINT under this Agreement, the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of VERIZON (a "VERIZON UNE Tariff," or in the absence of such a VERIZON UNE Tariff, in accordance with a written amendment to this Agreement, which shall be negotiated in good faith by the Parties.

(c) VERIZON shall be required to provide a Network Element on an unbundled basis only where necessary facilities are available.

(d) VERIZON shall not provide SPRINT, and SPRINT shall not request from VERIZON, access to a proprietary advanced intelligent network service.

1.7.2 Without limiting VERIZON's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network

Element or a Combination, if VERIZON provides a Network Element or combination of Network Elements ("Combination") to SPRINT, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines that VERIZON is not required by Applicable Law to provide such Network Element or Combination, VERIZON may terminate its provision of such Network Element or Combination to SPRINT. VERIZON will give SPRINT ninety (90) days advance written notice of such termination.

If VERIZON terminates its provision of a Network Element or a Combination to SPRINT pursuant to this Section 1.7.2 and SPRINT elects to purchase other services offered by VERIZON under this Agreement in place of such Network Element or Combination, then: (a) VERIZON shall reasonably cooperate with SPRINT to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of SPRINT; and, (b) SPRINT shall pay all of the charges set forth in this Agreement for such services, including, but not limited to, all applicable installation charges.

1.7.3 [Intentionally Omitted]

1.7.4 Except as otherwise expressly stated in this Agreement, SPRINT shall access VERIZON's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Part III at the VERIZON Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to SPRINT's Collocation node by means of a Cross Connection or Strapping.

1.7.5 VERIZON shall provide SPRINT access to its Loops at each of VERIZON's Wire Centers for Loops terminating in that Wire Center. In addition, if SPRINT orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, VERIZON shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no additional charge to SPRINT. If a spare, existing physical facility is available to provide the requested Loop, three (3) business days shall be added to the standard Loop provisioning interval for such Loop. If there are no existing facilities available to provide the requested Loop, VERIZON shall notify SPRINT within three (3) business days.

1.7.6 If as the result of SPRINT Customer actions, (i.e., Customer Not Ready ("CNR")), VERIZON cannot complete requested work activity when a technician has been dispatched to the SPRINT Customer's premises, SPRINT will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the Service Order charge specified in Part IV and the Premises Visit Charge as specified in VERIZON's applicable retail Tariffs (including, but not limited, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4 and 6).

1.7.7 Notwithstanding any other provision of this Agreement, subject to Section 26.5 of the General Terms and Conditions, VERIZON shall have the right in its discretion to deploy, upgrade, migrate and maintain facilities, equipment, software and other components of its network used to provide Network Elements, or that

operate(s) in connection with or affect(s) the operation of Network Elements. This may include, but is not limited to, incorporation of new facilities, equipment, software or other components, in VERIZON's network. The Parties acknowledge that VERIZON, at its election, may deploy fiber throughout its network. VERIZON shall not be responsible for the cost and expense SPRINT incurs in accommodating such changes.

1.8 Availability of Other Network Elements on an Unbundled Basis

1.8.1 VERIZON shall, upon request of SPRINT and to the extent required by Applicable Law, provide to SPRINT access to its Network Elements on an unbundled basis for the provision of SPRINT's Telecommunications Service. Any request by SPRINT for access to a VERIZON Network Element that is not already available shall be treated as a Network Element Bona Fide Request, as set forth in Exhibit 1.

1.8.2 A Network Element obtained by SPRINT from VERIZON under this Section 1.8 may be used in combination with the facilities of SPRINT only to provide a Telecommunications Service, including obtaining billing and collection, transmission and routing of the Telecommunications Service.

1.8.3 Notwithstanding anything to the contrary in this Section 1.8, VERIZON shall not be required to provide a proprietary Network Element to SPRINT under this Section 1.8 except as required by Applicable Law.

1.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to "live" cutovers of VERIZON Customers who are converting their Telephone Exchange Services to SPRINT Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by VERIZON to SPRINT.

1.9.1 Subject to approval by the Commission, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If SPRINT does not request a coordinated cutover, VERIZON will process SPRINT's order as a new installation subject to applicable standard provisioning intervals.

1.9.2 SPRINT shall request Analog 2W Loops for coordinated cutover from VERIZON by delivering to VERIZON a valid electronic Local Service Request ("LSR"). VERIZON agrees to accept from SPRINT the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the VERIZON Regional CLEC Control Center ("RCCC") and subject to the availability of VERIZON's work force. In the event that VERIZON's work force is not available, SPRINT and VERIZON shall mutually agree on a New Conversion Time, as defined below. SPRINT shall designate the

Scheduled Conversion Time subject to VERIZON standard provisioning intervals as stated in the VERIZON CLEC Handbook, as may be revised from time to time. Within three (3) business days of VERIZON's receipt of such valid LSR, or as otherwise required by Applicable Law, VERIZON shall provide SPRINT the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.

1.9.3 SPRINT shall provide dial tone at the SPRINT Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

1.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

1.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If VERIZON requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from SPRINT; and

(ii) If SPRINT requests to reschedule outside the one (1) hour time frame above, SPRINT shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

1.9.5 If SPRINT is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If VERIZON is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, VERIZON and SPRINT will reschedule and, upon request from SPRINT, VERIZON will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

1.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to SPRINT is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog

2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

1.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

1.9.8 If SPRINT requires Analog 2W Loops conversions outside of the regularly scheduled VERIZON RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

1.10 Maintenance of Unbundled Network Elements

If (a) SPRINT reports to VERIZON a Customer trouble, (b) SPRINT requests a dispatch, (c) VERIZON dispatches a technician, and (d) such trouble was not caused by VERIZON's facilities or equipment in whole or in part, then SPRINT shall pay VERIZON a charge set forth in Part IV for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by SPRINT is not available at the appointed time. SPRINT accepts responsibility for initial trouble isolation and providing VERIZON with appropriate dispatch information based on its test results. If, as the result of SPRINT instructions, VERIZON is erroneously requested to dispatch to a site on VERIZON company premises ("dispatch in"), a charge set forth in Part IV will be assessed per occurrence to SPRINT by VERIZON. If as the result of SPRINT instructions, VERIZON is erroneously requested to dispatch to a site outside of VERIZON company premises ("dispatch out"), a charge set forth in Part IV will be assessed per occurrence to SPRINT by VERIZON. VERIZON agrees to respond to SPRINT trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

1.11 Rates

VERIZON shall charge, and SPRINT shall pay, the non-recurring and monthly recurring rates for Network Elements set forth in Part IV and VERIZON's applicable Tariffs.

1.12 Combinations

VERIZON shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent VERIZON is required by Applicable Law to provide a Combination to SPRINT, VERIZON shall provide such Combination in accordance with, and subject to VERIZON's applicable Tariffs, and such other requirements as shall be

established by VERIZON that are consistent with Applicable Law (such requirements, the “Combo Requirements”). VERIZON shall make the Combo Requirements publicly available in an electronic form.

1.13 Cooperative Testing

The Parties agree to coordinate and perform cooperative testing of unbundled digital Loops according to the process established in the document “DSL Provisioning Process” by the New York Public Service Commission’s DSL Collaborative in NYPSC Case 00-C-0127, as such document may be amended, revised or changed from time-to-time by the New York Public Service Commission’s DSL Collaborative.

1.14 Spectrum Management

1.14.1 With regard to the services, Network Elements, facilities, equipment and arrangements to which ANSI T1.417-2001 is applicable, the Parties shall conform to the Spectrum Management standards set forth in ANSI T1.417-2001.

1.14.2 With regard to services, Network Elements, facilities, equipment or arrangements to which ANSI T1.417-2001 is not applicable, the Parties shall conform to national Spectrum Management standards after such national Spectrum Management standards are adopted by the ATIS industry forum. VERIZON Spectrum Management standards and practices shall apply to services, Network Elements, facilities, equipment and arrangements to which ANSI T1.417-2001 is not applicable until national Spectrum Management standards applicable to such services, Network Elements, facilities, equipment or arrangements, are adopted by the ATIS industry forum or as otherwise specified in this Section 1.14. Following the ATIS industry forum’s adoption of national Spectrum Management standards that apply to services, Network Elements, facilities, equipment or arrangements to which ANSI T1.417-2001 is not applicable, SPRINT will send VERIZON a letter notifying VERIZON of such adoption. Within sixty (60) days of its receipt of SPRINT’s notification letter, VERIZON shall reply in writing to SPRINT with a listing of those VERIZON Spectrum Management standards that shall continue to apply as exceptions or in addition to the national Spectrum Management standards (“VERIZON Exceptions or Additions”). If SPRINT disagrees with the continued application of any VERIZON Exceptions or Additions, the provisions of Section 17.0 of the General Terms and Conditions governing dispute resolution shall apply. The VERIZON Exceptions or Additions shall apply pending conclusion of the dispute resolution process.

Exhibit 1: Bona Fide Request Process

1. The following process shall be used to promptly consider and analyze requests by SPRINT for Network Elements required to be provided under the Act which are not specifically identified in this Agreement. These requests by SPRINT shall hereinafter be referred to as “Bona Fide Requests.”
2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
3. Within ten (10) business days of receipt, VERIZON shall acknowledge receipt of the Bona Fide Request.
4. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, VERIZON shall provide to SPRINT a preliminary analysis in writing of such Bona Fide Request (hereinafter referred to as a “Preliminary Analysis”) at no charge to SPRINT. The Preliminary Analysis shall (i) state whether the Network Element requested by SPRINT is readily or currently available, and if so, confirm that VERIZON will promptly offer access to the Network Element or (ii) provide an explanation that access to the Network Element is not technically feasible or available and/or that the request does not qualify as a Network Element that is required to be provided by VERIZON under the Act. In the case of clause (ii) above, the Parties shall undertake good faith negotiations to redefine the request, and in the event of impasse either Party may seek relief pursuant to the Dispute Resolution Process set forth in Section 17 of the General Terms and Conditions of this Agreement.
5. Once the Parties have agreed that the provision of a Network Element requested in the Bona Fide Request is technically feasible and otherwise qualifies under the Act, if SPRINT wishes VERIZON to proceed with developing the Bona Fide Request, it shall submit a written request for a quote and provide payment to VERIZON for the preparation of such quote (hereinafter referred to as a “BFR Quote”). Within 90 days of such request by SPRINT to proceed and payment therefor, VERIZON shall complete the development of the BFR Quote for the Network Element requested in the Bona Fide Request, including availability, applicable prices and installation intervals.
6. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
7. Within ninety (90) days of its receipt of the BFR Quote, SPRINT must confirm its order for the Bona Fide Request pursuant to the BFR Quote or seek relief pursuant to the Dispute Resolution Process set forth in Section 17 of the General Terms and Conditions of this Agreement.

8. If a Party believes that the other Party is not requesting, negotiating or processing a Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or believes that the other Party is failing to act in accordance with Section 251 of the Act, such Party shall seek relief pursuant to the Dispute Resolution Process set forth in Section 17 of the General Terms and Conditions of this Agreement.

9. SPRINT may cancel its Bona Fide Request at any time upon written notice to VERIZON, subject to the following: (i) if such cancellation notice is received after the submission by VERIZON to SPRINT of the Preliminary Analysis, but before SPRINT requests a BFR Quote, SPRINT shall not be liable to VERIZON for reimbursement of any costs incurred by VERIZON and (ii) if such cancellation notice is received after SPRINT submits its request for a BFR Quote, but before the BFR Quote is rendered by VERIZON to SPRINT, SPRINT shall be liable to VERIZON for reimbursement of all actual costs incurred by VERIZON in connection with developing such BFR Quote up until its receipt of such notice of cancellation; provided, however, that if such notice of cancellation is received after the receipt by SPRINT of the BFR Quote, the amount for which SPRINT shall be liable pursuant to clause (ii) of this paragraph 9 shall not exceed the lesser of the actual costs incurred by VERIZON or the estimate in the BFR Quote plus 20%.

PART III: SERVICE DESCRIPTION -- ANCILLARY FUNCTIONS

1.0 Intentionally Omitted

2.0 Collocation – Section 251(c)(6)

- 2.1 To the extent required by Applicable Law, VERIZON shall provide Collocation for the purpose of facilitating SPRINT's Interconnection with facilities or services of VERIZON or access to unbundled Network Elements of VERIZON, except as otherwise mutually agreed to in writing by the Parties. Such Collocation shall be provided pursuant to, and subject to the terms and provisions of VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16), as amended from time to time.
- 2.2 [Intentionally Omitted]
- 2.3 [Intentionally Omitted]
- 2.4 In the course of implementing a Collocation project, VERIZON shall:
- (a) identify the Collocation project manager assigned to the project;
 - (b) develop a written comprehensive “critical tasks” timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
 - (c) provide SPRINT with the relevant engineering requirements.
- 2.5 Where SPRINT obtains Collocation from Verizon, SPRINT shall purchase Cross Connection to services or facilities as described in applicable VERIZON Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16).
- 2.6 Upon written request by SPRINT, VERIZON and SPRINT will conduct a trial regarding the development and testing of ordering and provisioning processes designed to coordinate the availability of Caged and Cageless Collocation , as defined in VERIZON Tariff Pa. P.U.C. No. 9, Section 19), and unbundled Network Element DS-3 inter-office transport

facilities. The parameters of the trial shall be specified by VERIZON prior to the commencement of the trial.

If the trial demonstrates that it is reasonably feasible to establish ordering and provisioning processes that coordinate the availability of Caged and Cageless Collocation , as defined in VERIZON Tariff Pa. P.U.C. No. 9, Section 19, and unbundled Network Element DS-3 inter-office transport facilities, upon written request by SPRINT, the Parties will enter into good faith negotiations to amend this Agreement in writing to define such processes and establish rates, terms and conditions for such processes.

Nothing in this Section 2.6 is intended to modify or change VERIZON's intervals as provided in this Agreement or in applicable VERIZON Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16).

- 2.7 Pursuant to the Arbitration Orders, if SPRINT submits a request to VERIZON for collocation in a VERIZON central office pursuant to a VERIZON Tariff that has been filed with the Commission (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9), except as otherwise provided in an applicable VERIZON Tariff (including, but not limited to, to the extent applicable, VERIZON Tariff Pa. P.U.C. No. 9) or an order or regulation of the Commission or the FCC, in determining whether there is sufficient space in the VERIZON central office for the requested SPRINT collocation, the space that VERIZON may reserve for VERIZON's use in the VERIZON central office shall be limited to the space that VERIZON is using at the time the request is received by VERIZON plus any other space that VERIZON reasonably expects to use in the two (2) years after the request is received by VERIZON. Upon approval by the Commission, VERIZON may use a period longer than two (2) years to determine the space that VERIZON may reserve for VERIZON's use in the VERIZON central office.

PART IV: PRICING SCHEDULE

INTRODUCTION TO PENNSYLVANIA PRICING SCHEDULE

Part IV contains rates the Parties shall charge on a reciprocal basis for the services, facilities and arrangements identified herein.

PART IV: PRICING SCHEDULE^{1 2}

A. VERIZON RATES AND CHARGES³

I. Rates and Charges for Transport and Termination of Traffic⁴

¹ All rates and/or rate structures set forth herein, that are marked with an asterisk (“*”), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission or the FCC and if appealed as may be ordered at the conclusion of such appeal.

² Certain of the rates and charges set forth above, as indicated by an “diamond” (◆), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Interim Order dated December 5, 1996, in Docket A-310125F0002. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 2.7.2(d) of Part V. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, Section 8.5 of the General Terms and Conditions.

³ Unless a citation is provided to a generally applicable VERIZON Tariff, all listed rates and services are available to SPRINT only when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. VERIZON rates and services for use by SPRINT in the carriage of Toll Traffic shall be subject to VERIZON’s Tariffs for Exchange Access Service (including, but not limited to, to the extent applicable, Verizon Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16). Adherence to these limitations is subject to a reasonable periodic audit by VERIZON.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Part IV shall apply until such time as they are replaced by new rates as may be approved or allowed into effect from time-to-time by the Commission pursuant to the FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

⁴ All rates and charges specified herein are pertaining to Part V.

- A. The Transport and Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to a VERIZON End Office is **\$0.0030000** ♦.
- B. The Transport and Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to a VERIZON Tandem is **\$0.0079884** ♦.
- C. The Tandem Transiting Charge is **\$0.0049884** ♦.
- D. Entrance Facility Charge: **See Intrastate Access Tariff**
(including, but not limited to, to the extent applicable, Verizon Tariff Pa. P.U.C. No. 9)

II. Services Available for Resale

The avoided cost discount for all Resale services is 22.80%⁵.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.71
Customer Record Search Per Account	\$ 11.72

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$282.17
Engineered Initial Service Order - As Specified	\$103.84
Engineered Subsequent Service Order	\$ 61.73
Non-Engineered Initial Service Order - New Service	\$ 38.02
Non-Engineered Initial Service Order - Changeover	\$ 21.01
Non-Engineered Initial Service Order - As Specified	\$ 68.20

⁵ In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Non-Engineered Subsequent Service Order	\$ 18.84
Central Office Connect	\$ 5.42
Outside Facility Connect	\$ 67.77
Manual Ordering Charge	\$ 11.93

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6 and 8). No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 36.65
Non-Engineered	\$ 11.07

Coordinated Conversions:

ISO	\$ 14.33
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Hot Coordinated Conversion First Hour:

ISO	\$ 24.22
Central Office Connection	\$ 38.44
Outside Facility Connection	\$ 32.49

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.95
Central Office Connection	\$ 9.61
Outside Facility Connection	\$ 8.12

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that SPRINT orders any service from this Agreement.

Customer Record Search applies when SPRINT requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to SPRINT. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to SPRINT. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter SPRINT's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if SPRINT requests service prior to the standard due date intervals.

Coordinated Conversion applies if SPRINT requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if SPRINT requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop⁶

2 Wire Analog Loop (inclusive of NID)	
Density Cell 3	\$ 11.76 ♦
Density Cell 4	\$ 15.10 ♦
4 Wire Analog Loop (inclusive of NID)	\$ 52.99*
2 Wire Digital Loop (inclusive of NID)	
Density Cell 3	\$ 11.76 ♦
Density Cell 4	\$ 15.10 ♦
4 Wire Digital Loop (inclusive of NID)	\$ 52.99*
DS-1 Loop	\$ 81.68*
DS-3 Loop	\$ 816.76*
Supplemental Features:	
ISDN-BRI Line Loop Extender	\$ 5.00 *
DS1 Clear Channel Capability	\$ 23.81 *

Sub-Loop

2-Wire Feeder	\$ 13.46 *
2-Wire Distribution	\$ 29.80 *
4-Wire Feeder	\$ 28.31 *
4-Wire Distribution	\$ 51.85 *
2-Wire Drop	\$ 6.60 *
4-Wire Drop	\$ 6.87 *

⁶ In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas.

Inside Wire

BFR

Network Interface Device (leased separately)

Basic NID:	\$	0.59 ♦
Complex (12 x) NID	\$	1.10 *

Switching

Port		
Basic Analog Line Side Port	\$	3.90 *
Coin Line Side Port	\$	7.57 *
ISDN BRI Digital Line Side Port	\$	15.02 *
DS-1 Digital Trunk Side Port	\$	104.32 *
ISDN PRI Digital Trunk Side Port	\$	131.26 *

Usage Charges (must purchase Port)	
Local Central Office Switching (Overall Average MOU)	\$ 0.0030000*
Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$ 0.0000560*
Transport Termination (Average MOU/Term)	\$ 0.0001680*
Tandem Switching (Average MOU)	\$ 0.0045000*

Terminating to Originating Ratio	1.00
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Dedicated Transport Facilities

CLEC Dedicated Transport

CDT 2 Wire	\$ 13.55 *
CDT 4 Wire	\$ 21.70 *
CDT DS1	\$ 42.03 *
CDT DS3 Optical Interface	\$ 703.38 ◆
CDT DS3 Electrical Interface	\$ 762.00 ◆

Interoffice Dedicated Transport

IDT DS0 Transport Facility per ALM	\$.30 *
IDT DS0 Transport Termination	\$ 10.55 *
IDT DS1 Transport Facility per ALM	\$ 5.30 *
IDT DS1 Transport Termination	\$ 51.05 *
IDT DS3 Transport Facility per ALM	\$ 24.32 *
IDT DS3 Transport Termination	\$ 65.52 *

Multiplexing

DS1 to Voice Multiplexing	\$ 191.11 *
DS3 to DS1 Multiplexing	\$ 425.00 ◆

DS1 Clear Channel Capability	\$ 23.81*
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Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops

Dark Fiber Loop	\$ 67.13
Dark Fiber Sub-Loop - Feeder	\$ 53.17
Dark Fiber Sub-Loop - Distribution	\$ 13.96

Unbundled Dark Fiber Dedicated Transport

Dark Fiber IDT -Facility	\$ 24.80
Dark Fiber IDT -Termination	\$ 6.34

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

- UNE 2-wire Analog loop; and
- UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

- UNE 2-wire Digital loop; and
- UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

- UNE DS1 loop; and
- UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

- UNE DS1 loop; and
- UNE DS1 Digital Trunk Side port

NRCs.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

SPRINT's completion of a separate OS/DA agreement.

NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)	
Initial Service Order, per order	\$ 41.50 *
Transfer of Service Charge, per order	\$ 24.00 *
Subsequent Service Order, per order	\$ 24.00 *
Installation	
Unbundled Loop, per loop	\$ 29.50 *
Unbundled Port, per port	\$ 29.50 *
Loop Facility Charge, per order (See Note 1)	\$ 71.25 *
Customer Service Record Search	\$ 4.21 *

CUSTOM HANDLING

Coordinated Conversions:

ISO	\$ 13.95 *
Central Office Connection	\$ 9.61 *
Outside Facility Connection	\$ 8.12 *

Hot Coordinated Conversions First Hour:

ISO	\$ 23.52 *
Central Office Connection	\$ 38.44 *
Outside Facility Connection	\$ 32.49 *

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$ 4.79 *
Central Office Connection	\$ 9.61 *
Outside Facility Connection	\$ 8.12 *

Central Office Remote Terminal Report (CORT)

Central Office Remote Terminal Report (CORT)

\$526.11* Per
Central Office for each
Report

Engineering & Implementation Fee

-Augment, cabling only.....

\$550.00*

Limited to 200 line share pairs

Not applicable unless adding line-sharing terminations

One Service Access Charge (SAC) applies.

Service Access Charge (SAC) is the same as Interconnection Access Charge or a cross connect.

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Add't'l Unit
UNBUNDLED NID*				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP*				
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
UNBUNDLED DARK FIBER*				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Sub-Loop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19
ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS)*				
Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 - Initial	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 9.90	N/A

LOOP CONDITIONING^{7*}
(No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ --
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

⁷ These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

UNE PLATFORM*

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

DEDICATED TRANSPORT*

Advanced - Basic - Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex - Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

SIGNALING SYSTEM 7 (SS7)*

Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A

Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
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EXPEDITES*				
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Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER*

CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
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LINE SHARING - CLEC OWNED SPLITTER*

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that SPRINT orders any service from this Agreement.

Customer Record Search applies when SPRINT requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if SPRINT requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if SPRINT requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if SPRINT requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

IV. Rates and Charges for 911

TBD⁸

⁸ For rate elements provided in this Part IV that are marked “TBD” (“To Be Determined”), Verizon is developing the applicable rates in accordance with the requirements of Applicable Law, but has not finished developing such rates as of the Effective Date of this Agreement. When Verizon finishes developing such a rate, Verizon will notify Sprint in writing of such rate in accordance with Section 18 of the General Terms and Conditions. After giving such notice, Verizon shall bill Sprint, and Sprint shall pay Verizon, in accordance with such rate. Such rate will apply as of the Effective Date of the Agreement and thereafter until changed in accordance with this Agreement. Such rate shall be deemed to be an interim rate until it is approved by the Commission or the FCC, and, if a different rate is approved by the

V. Fiber Optic Patchcord Cross Connect

See VERIZON PA Intrastate Access Tariff, Pa. P.U.C. No. 9

VI. Time and Materials

TBD

Commission or the FCC, to the extent directed by the Commission or the FCC, such different rate shall apply retroactively.

B. SPRINT RATES AND CHARGES

I. Rates and Charges for Transport and Termination of Traffic

- A. The Transport and Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to a Sprint End Office is **\$0.0030000**♦.
- B. The Transport and Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to a Sprint Tandem is **\$0.0079884**♦.

II. Other Services, Facilities and Arrangements

Service or Element Description:

Other Services, Facilities and Arrangements provided by Sprint to Verizon

Recurring Charges:

The rates and charges for services, facilities and arrangements provided by SPRINT to VERIZON shall be the same as the VERIZON rates and charges for equivalent services, facilities and arrangements offered by VERIZON to SPRINT.⁹

Non-Recurring Charges:

The rates and charges for services, facilities and arrangements provided by SPRINT to VERIZON shall be the same as the VERIZON rates and charges for equivalent services, facilities and arrangements offered by VERIZON to SPRINT.¹⁰

⁹ See, Arbitration Orders.

¹⁰ See, Arbitration Orders.

PART V: INTERCONNECTION

1.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

1.1 Interconnection Activation

Subject to the terms and conditions of this Agreement, each Party shall exercise commercially reasonable efforts to enable SPRINT to provide fully operational service predominately over its own Telephone Exchange Service facilities to business and residential Customers in accordance with SPRINT's intended implementation schedule in Pennsylvania, attached hereto as Schedule 1.1. To that end, the Parties will establish and perform to milestones such as trunking arrangements for Traffic Exchange, timely submission of Access Service Requests, 911 Interconnection establishments, SS7 certification and arrangements for alternate-billed calls.

1.2 Trunk Types And Interconnection Points

1.2.1 Trunk Types. This Section 1 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties shall configure the following separate and distinct trunk groups for the exchange of traffic of the types specified below, to the extent the Parties will exchange one or more types of such traffic corresponding to the trunk types listed below:

Traffic Exchange Trunks for the transmission and routing of terminating Reciprocal Compensation Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 1.3.7, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, and Measured Internet Traffic, all in accordance with Section 2 herein;

Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between SPRINT Telephone Exchange Service customers and purchasers of Switched Exchange Access Service via a VERIZON Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 3 herein;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 4 herein;

BLV/BLVI Trunks for the transmission and routing of terminating BLV/BLVI traffic, in accordance with Section 21 of the General Terms and Conditions;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 4 herein;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with Section 21 of the General Terms and Conditions;

Operator services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with Section 21 of the General Terms and Conditions; and

Other Trunks as may be requested and agreed to by the Parties.

1.2.2 Reciprocal Compensation Traffic Reciprocal Compensation Interconnection Points.

1.2.2.1 Pursuant to the Arbitration Orders, except as otherwise agreed by the Parties, the Interconnection Points (“IPs”) from which SPRINT will provide transport and termination of Reciprocal Compensation Traffic (and other traffic types which may be routed over Traffic Exchange Trunks pursuant to Section 1.2.1) to its Customers (“SPRINT-IPs”) shall be as follows:

1.2.2.1.1 SPRINT shall make available to VERIZON at least one SPRINT-IP in each LATA.

1.2.2.1.2 In addition to SPRINT’s obligations under Section 1.2.2.1.1 above, SPRINT shall make available to VERIZON all of the SPRINT-IPs listed in Schedule 1.1.

1.2.2.1.3 In addition to SPRINT’s obligations under Sections 1.2.2.1.1 and 1.2.2.1.2 above, SPRINT shall make available to VERIZON the SPRINT-IPs provided for in Section 1.2.3.1 below.

1.2.2.2 Except as otherwise agreed by the Parties, the Interconnection Points (“IPs”) from which VERIZON will provide transport and termination of Reciprocal Compensation Traffic to its Customers (“VERIZON-IPs”) shall be as follows:

1.2.2.2.1 For Reciprocal Compensation Traffic delivered by SPRINT to the VERIZON Tandem subtended by the terminating End Office serving the VERIZON Customer, the VERIZON-IP will be the VERIZON Tandem Wire Center.

1.2.2.2.2 For Reciprocal Compensation Traffic delivered by SPRINT to the VERIZON terminating End Office Wire Center serving the VERIZON Customer, the VERIZON-IP will be VERIZON End Office Wire Center.

1.2.2.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such SPRINT-IP is not located at a Collocation site at a VERIZON Tandem Wire Center or VERIZON End Office Wire Center, then SPRINT shall permit VERIZON to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to VERIZON at the SPRINT-IP, to the extent such physical Interconnection is technically feasible.

1.2.2.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.

1.2.3 Points of Interconnection. A "Point of Interconnection" or "POI" means the physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.

As and to the extent required by Applicable Law, the Parties shall provide Interconnection of their networks at any technically feasible point as described in Sections 1.2.3.1 and 1.3.

1.2.3.1 Pursuant to the Arbitration Orders, SPRINT shall make available to VERIZON technically feasible Points of Interconnection at which VERIZON can deliver traffic to SPRINT as follows:

1.2.3.1.1 SPRINT shall make available to VERIZON, in each LATA, at least one technically feasible Point of Interconnection at which VERIZON can deliver traffic to SPRINT. Such Point of Interconnection shall be the SPRINT-IP for traffic delivered by VERIZON to such Point of Interconnection.

1.2.3.1.2 In addition to SPRINT's obligations under Section 1.2.3.1.1 above, upon request by VERIZON, SPRINT shall make available to VERIZON, in each VERIZON access Tandem serving area, at least one technically feasible Point of Interconnection at which VERIZON can deliver traffic to SPRINT. Upon request by VERIZON, such Point of Interconnection shall be in Pennsylvania.

Each such Point of Interconnection shall be the SPRINT-IP for traffic delivered by VERIZON to such Point of Interconnection.

1.2.3.1.3 In addition to SPRINT's obligations under Sections 1.2.3.1.1 and 1.2.3.1.2 above, upon request by VERIZON, subject to the conditions set out in Sections 1.2.3.1.3.1 through 1.2.3.1.3.7 below, SPRINT shall make available to VERIZON (a) additional technically feasible physical Points of Interconnection at which VERIZON can deliver traffic to SPRINT, and (b) virtual Points of Interconnection as described in Section 1.2.3.1.3.6 below. Each such Point of Interconnection shall be the SPRINT-IP for traffic delivered by VERIZON to such Point of Interconnection.

1.2.3.1.3.1 SPRINT shall make a Point of Interconnection available to VERIZON if VERIZON can reasonably demonstrate, using three consecutive months of traffic usage data, that the combined total volume of Reciprocal Compensation Traffic and Measured Internet Traffic exchanged between the Parties at the requested Point of Interconnection exceeds 8.9 million minutes per month.

1.2.3.1.3.2 Subject to Sections 1.2.3.1.3.3 through 1.2.3.1.3.6 below, the location of each Point of Interconnection shall be mutually agreed upon by the Parties.

1.2.3.1.3.3 If the Point of Interconnection is to be located at a VERIZON End Office, except as otherwise agreed by the Parties, such Point of Interconnection shall be located more than twenty (20) miles from an existing Point of Interconnection at which VERIZON delivers Reciprocal Compensation Traffic and Measured Internet Traffic to SPRINT.

1.2.3.1.3.4 A physical Point of Interconnection will not be located at any VERIZON Tandem or VERIZON End Office where necessary collocation space or VERIZON fiber connectivity is not available.

1.2.3.1.3.5 Nothing in this Section 1.2.3.1.3 shall require SPRINT to establish more than one Point of Interconnection in each VERIZON local calling area.

1.2.3.1.3.6 If SPRINT does not make available to VERIZON a physical Point of Interconnection pursuant to the preceding provisions of this Section 1.2.3.1.3, in lieu of making available such physical Point of Interconnection, SPRINT shall make available to VERIZON a virtual Point of Interconnection. Subject to Sections 1.2.3.1.3.3 and 1.2.3.1.3.5 above, upon request by VERIZON, a virtual Point of Interconnection shall be located (a) at any VERIZON Tandem at which the volume of traffic exchanged between the Parties meets the requirements of Section 1.2.3.1.3.1 above, and (b) at any VERIZON End Office at which the volume of

traffic exchanged between the Parties meets the requirements of Section 1.2.3.1.3.1 above.

For traffic delivered by VERIZON to SPRINT, SPRINT shall compensate VERIZON for VERIZON's transporting such traffic from the virtual Point of Interconnection to the physical Point of Interconnection to which the traffic is actually delivered. The amount that SPRINT shall pay to VERIZON for VERIZON's transporting such traffic from the virtual Point of Interconnection to the physical Point of Interconnection to which the traffic is actually delivered shall be an amount equal to the charges provided for in Part IV, Section A. III. that VERIZON would bill to SPRINT if SPRINT purchased or leased from VERIZON, in accordance with this Agreement, from the virtual Point of Interconnection to such physical Point of Interconnection, the services, facilities and arrangements used by VERIZON for transporting the traffic.

1.2.3.1.3.7 If the Parties are unable to agree upon the establishment of a Point of Interconnection within forty-five (45) days after a Point of Interconnection is requested by VERIZON pursuant to this Section 1.2.3.1.3, either Party may seek resolution of their lack of agreement pursuant to Section 17 of the General Terms and Conditions.

1.2.4 Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One-Way Traffic Exchange Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Traffic Exchange Trunks (trunks with traffic going in both directions) will be deployed.

1.2.5 Two-Way Traffic Exchange Trunks.
Where the Parties have agreed to use Two-Way Traffic Exchange Trunks, VERIZON shall provide Two-Way Traffic Exchange Trunks for the exchange of traffic between the networks of VERIZON and SPRINT pursuant, and subject, to the terms and conditions set forth below, the rates in Part IV, and the rates, terms and conditions set forth in VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16).

1.2.5.1 Where the Parties have agreed to use Two-Way Traffic Exchange Trunks, prior to ordering any Two-Way Traffic Exchange Trunks from VERIZON, SPRINT shall meet with VERIZON to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Hundred Call Second information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Traffic Exchange Trunks and the interface specifications at the Point of Interconnection ("POI"). Where the Parties have agreed to convert existing One-Way Traffic Exchange Trunks to Two-Way Traffic Exchange Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Traffic Exchange Trunks to Two-Way Traffic Exchange Trunks.

1.2.5.2 Two-Way Traffic Exchange Trunks shall be from a VERIZON End Office or Tandem to a mutually agreed upon POI.

1.2.5.3 SPRINT shall provide a two (2) year traffic forecast ("Initial Forecast") to VERIZON of the number of End Office and Tandem Two-Way Traffic Exchange Trunks that SPRINT anticipates VERIZON will need to provide during the ensuing two (2) year period. SPRINT's Initial Forecast shall provide the number of trunks for delivery of traffic to and from VERIZON over each Two-Way Traffic Exchange Trunk group for each of the next eight (8) quarters. If SPRINT has not provided such Initial Forecast to VERIZON in February 2002, SPRINT agrees to provide such Initial Forecast to VERIZON within forty-five (45) days of the Effective Date of this Agreement. Thereafter, the Initial Forecast shall be updated, and forecasts shall be provided to VERIZON on an as-needed basis but no less frequently than semiannually in accordance with VERIZON's forecasting cycle. All forecasts shall comply with the VERIZON CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Toll Traffic/Measured Internet Traffic), code (identifies trunk group), A location/Z location (CLLI codes for SPRINT-IPs and VERIZON-IPs), interface type (e.g., DS3), and trunks in service each year (cumulative).

In addition, the Parties will hold joint planning sessions, as needed, to address trunk engineering, utilization, and forecasting issues. At these meetings, subject to Section 19.0 ("Confidentiality") of the General Terms and Conditions, the Parties will each share their historical trunk group usage data (and other applicable trunk group utilization data) for trunk groups dedicated to traffic between the Parties. The Parties agree to work together cooperatively in: the establishment of new trunk groups; assessing utilization of, and sizing additions to, existing trunk groups; and, reducing trunk quantities for underutilized trunk groups.

1.2.5.4 Two-Way Traffic Exchange Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

1.2.5.5 With respect to End Office Two-Way Traffic Exchange Trunks, both Parties shall use an economic Hundred Call Second equal to five (5).

1.2.5.6 Two-Way Traffic Exchange Trunk groups that connect to a VERIZON access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour. Two-Way Traffic Exchange Trunk groups that connect to a VERIZON local Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.01 during the average time consistent busy hour. VERIZON and SPRINT shall engineer Two-Way Traffic Exchange Trunks using BOC Notes on the LEC Networks SR-TSV-002275.

1.2.5.7 The performance standard for final Two-Way Traffic Exchange Trunk groups shall be that no such Traffic Exchange Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

1.2.5.8 SPRINT shall determine and order the number of Two-Way Traffic Exchange Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Traffic Exchange Trunk group. SPRINT shall order Two-Way Traffic Exchange Trunks by submitting ASRs to VERIZON setting forth the number of Two-Way Traffic Exchange Trunks to be installed and the requested installation dates within VERIZON's effective standard intervals or negotiated intervals, as appropriate. SPRINT shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

1.2.5.9 VERIZON may monitor Two-Way Traffic Exchange Trunk Groups using service results for the applicable design blocking objective. If VERIZON observes blocking in excess of the applicable design blocking objective on any final Two-Way Traffic Exchange Trunk group and SPRINT has not notified VERIZON that it has corrected such blocking, VERIZON may submit to SPRINT a Trunk Group Service Request directing SPRINT to remedy the blocking. Upon receipt of a Trunk Group Service Request, SPRINT will complete an ASR to augment the Two-Way Traffic Exchange Trunk Group with excessive blocking and submit the ASR to VERIZON within five (5) business days.

1.2.5.10 In the event the traffic volume between a VERIZON End Office and the SPRINT POI, which is carried by a Final Tandem Traffic Exchange Trunk group, exceeds the Hundred Call Second busy hour equivalent of one (1) DS-1 at any time or 200,000 combined minutes of use for a single month, except as otherwise agreed by the Parties, SPRINT shall promptly submit an ASR to VERIZON to establish new End Office Two-Way Traffic Exchange Trunks between that VERIZON End Office and the SPRINT POI.

1.2.5.11 The Parties will review all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of seventy (70%) percent or greater to determine whether those groups should be augmented. SPRINT will promptly augment all Tandem Two-Way Traffic Exchange Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Traffic Exchange Trunk group with a utilization level of less than sixty percent (60%), except as otherwise agreed by the Parties, SPRINT will promptly submit ASRs to disconnect a sufficient number of Traffic Exchange Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event SPRINT fails to submit an ASR for Two-Way Traffic Exchange Trunks in conformance with this

section, VERIZON may bill SPRINT for the excess Traffic Exchange Trunks at the applicable VERIZON rates.

1.2.5.12 Because VERIZON will not be in control of the timing and sizing of the Two-Way Traffic Exchange Trunks between its network and SPRINT's network, except for unexcused missed installation appointments, VERIZON's performance in connection with these Two-Way Traffic Exchange Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

1.2.5.13 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Traffic Exchange Trunk group and install One-Way Traffic Exchange Trunks to the other Party's POI.

1.2.5.14 Both Parties shall use a DS-3 facilities interface at the POI for Two-Way Traffic Exchange Trunks. Upon mutual agreement, the Parties may use other types of interfaces (such as, where available, STS-1 or OC-n) at the POI. When Two-Way Traffic Exchange Trunks are provisioned using a DS-3 interface facility, SPRINT shall order the multiplexed DS-3 facilities to the VERIZON Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by VERIZON. The specific NECA 4 Intermediate Hub location to be used for Two-Way Traffic Exchange Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used, then SPRINT shall pay 100% of the facility charges for the Two-Way Traffic Exchange Trunks.

1.2.5.15 Except as otherwise agreed by the Parties, Two-Way Traffic Exchange Trunks shall only carry Reciprocal Compensation Traffic, IntraLATA Toll Traffic and Measured Internet Traffic.

1.2.5.16 Except as otherwise agreed in writing by the Parties, the total number of Tandem Two-Way Traffic Exchange Trunks between SPRINT's network and a VERIZON Tandem (including, but not limited to, a VERIZON Tandem located in the GTE Service Area [as "GTE Service Area" is defined in Appendix D of the Merger Order]) will be limited to a maximum of 240 trunks. In the event that the volume of traffic between SPRINT's network and a VERIZON Tandem exceeds, or reasonably can be anticipated to exceed, the capacity of the maximum permitted number of Tandem Two-Way Traffic Exchange Trunks, SPRINT shall promptly submit an ASR to VERIZON to establish new or additional End Office Trunks to insure that the volume of traffic between SPRINT's network and the VERIZON Tandem does not exceed the capacity of the maximum permitted number of Tandem Two-Way Traffic Exchange Trunks.

1.2.5.17 SPRINT will route its traffic to VERIZON over End Office and Tandem Two-Way Traffic Exchange Trunks in accordance with SR-TAP191, including but not limited to those standards requiring that a call from SPRINT to a VERIZON End Office will first be routed to the End Office Traffic Exchange Trunk group between SPRINT and the VERIZON End Office.

1.2.5.18 The Parties will work cooperatively to calculate a Proportionate Percentage of Use (“PPU”) factor for each facility on which the Two-Way Traffic Exchange Trunks ride, based on the total number of minutes of traffic that each Party sends over the Two-Way Traffic Exchange Trunks riding on that facility. SPRINT will pay a percentage of VERIZON’s monthly recurring charges for each facility on which the Two-Way Traffic Exchange Trunks ride equal to SPRINT’s percentage of use of that facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on SPRINT’s side of the SPRINT-IP, which charges shall be solely the financial responsibility of SPRINT. During the first full calendar quarter (and any partial calendar quarter preceding such first full calendar quarter) after the first Two-Way Traffic Exchange Trunk is established on a facility, the PPU for that facility will be fifty percent (50%) for each Party. For each calendar quarter thereafter, the Parties shall recalculate the PPU using actual traffic usage data for the preceding calendar quarter.

Non-recurring charges for each facility on which the Two-Way Traffic Exchange Trunks ride shall be apportioned as follows: (a) for the portion of the facility on VERIZON’s side of the SPRINT-IP, SPRINT shall pay 50% of VERIZON’s non-recurring charges; and, (b) for the portion of the facility on SPRINT’s side of the SPRINT-IP, SPRINT shall be solely responsible for the non-recurring charges.

Nothing in this Section 1.2.5 changes a Party’s obligations under this Agreement to provide for the transport and termination of traffic on its side of its Interconnection Point.

If SPRINT is required to establish Interconnection Points by this Agreement or Applicable Law and SPRINT fails to establish such Interconnection Points, SPRINT will be responsible for one hundred percent (100%) of all recurring and non-recurring charges for Two-Way Traffic Exchange Trunks and related services, facilities and arrangements (including, but not limited to, one hundred percent {100%} of all recurring and non-recurring charges for the facilities on which the Two-Way Traffic Exchange Trunks ride), that arise between the time when SPRINT is first required to establish Interconnection Points and the time when SPRINT actually establishes such Interconnection Points. Except to the extent that SPRINT is required to establish Interconnection Points by this Agreement or Applicable Law, the preceding sentence shall not be deemed to require SPRINT to establish Interconnection Points.

1.3 Physical Architectures

1.3.1 SPRINT shall have the sole right and discretion to specify any of the following three methods for interconnection at any of the VERIZON-IPs:

(a) a physical or virtual Collocation node SPRINT established at the VERIZON-IP; and/or

(b) a physical or virtual Collocation node established separately at the VERIZON-IP by a third party with whom SPRINT has contracted for such purposes; and/or

(c) an Entrance Facility and transport (where applicable) leased from VERIZON (and any necessary multiplexing), to the VERIZON-IP.

1.3.2 SPRINT shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation arrangement it establishes at a VERIZON-IP pursuant to Part III, Section 2.

1.3.3 SPRINT may order from VERIZON any of the Interconnection methods specified above in accordance with the rates, order intervals and other terms and conditions in the Agreement, in any applicable VERIZON Tariff(s) (including, but not limited, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and FCC Nos. 14 and 16), or as may be subsequently agreed to between the Parties.

1.3.4 VERIZON shall have the sole right and discretion to specify any of the following methods for Interconnection at any of the SPRINT-IPs:

(a) a physical, virtual or other alternative Collocation node VERIZON establishes at the SPRINT-IP; and/or

(b) a physical, virtual or other alternative Collocation node established separately at the SPRINT-IP by a third party with whom VERIZON has contracted for such purposes; and/or

(c) an Entrance Facility leased from SPRINT (and any necessary multiplexing), to the SPRINT-IP.

1.3.5 VERIZON shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Collocation node it establishes at a SPRINT-IP pursuant to Part III, Section 2.

1.3.6 VERIZON may order from SPRINT any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties

1.3.7 Under any of the architectures described in this subsection 1.3, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of Toll Traffic in accordance with the terms contained in Section 2 below and pursuant to the other Party's Switched Exchange Access Service Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and FCC Nos. 14 and 16). The other Party's Switched Exchange Access Service rates shall apply to such facilities.

1.3.8 The publication "Bellcore Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by VERIZON and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

1.3.9 Intentionally Omitted

1.4 Alternative Interconnection Arrangements

1.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this subsection 1.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party's IP at rates set forth in Part IV.

1.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

1.4.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its

utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

1.4.4 SPRINT and VERIZON shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 1.4.2. SPRINT and VERIZON shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

1.4.5 SPRINT and VERIZON shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

1.5 Interconnection in Additional LATAs

1.5.1 If SPRINT determines to offer Telephone Exchange Services in any LATA in Pennsylvania not listed in Schedule 1.1 in which VERIZON also offers Telephone Exchange Services, SPRINT shall provide written notice to VERIZON of the need to establish Interconnection in such LATA pursuant to this Agreement.

1.5.2 The notice provided in subsection 1.5.1 shall include (a) the SPRINT-IP; (b) the requested VERIZON-IP; (c) the initial Rating Point SPRINT has designated in the new LATA; (d) SPRINT's intended Interconnection activation date; and (e) a forecast of SPRINT's trunking requirements conforming to Section 14.3 of the General Terms and Conditions.

1.5.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center(s) SPRINT has identified as its initial Rating Point(s) in the LATA as the SPRINT IP(s) in that LATA and shall designate a mutually agreed upon Tandem Office or End Offices within the LATA nearest to the SPRINT-IP (as measured in airline miles utilizing the V and H coordinates method) as the VERIZON-IP(s) in that LATA.

1.5.4 The Parties shall agree upon an addendum to Schedule 1.1 to reflect the schedule applicable to each new LATA requested by SPRINT; provided, however, that unless agreed by the Parties, the Interconnection activation date in a new LATA shall not be earlier than sixty (60) days after receipt by VERIZON of all complete and accurate trunk orders and routing information. Within ten (10) business days of VERIZON's receipt of the SPRINT's notice provided for in subsection 1.5.1, VERIZON and SPRINT shall confirm the VERIZON-IP, the SPRINT-IP, and the Interconnection activation date for the new LATA, by attaching an addendum to Schedule 1.1.

2.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

2.1 Scope of Traffic

This Section 2 prescribes parameters for Traffic Exchange Trunks used for Interconnection pursuant to Section 1.0 above.

2.2 Trunk Group Connections and Ordering

2.2.1 Traffic Exchange Trunk group connections will be made at a DS-3 or DS-1 level. Subject to agreement of the Parties, higher speed connections may be made, when and where available, in accordance with the Joint Process prescribed in Section 14 of the General Terms and Conditions.

2.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

2.2.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

2.2.4 Where One-Way Traffic Exchange Trunks are used, in the event the traffic volume between any two Central Office Switches at any time exceeds the Hundred Call Second busy hour equivalent of one DS-1 or 200,000 combined minutes of use for a single month, the originating Party will establish new direct trunk groups to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process.

2.2.5 Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques where practical.

2.2.6 SPRINT and VERIZON agree to conduct a ninety (90) day trial, commencing in April, 2002, regarding (a) VERIZON's delivery to Sprint by fax of OBF compliant ASRs to establish new Traffic Exchange Trunk groups, augment existing Traffic Exchange Trunk groups, and disconnect previously established Traffic Exchange Trunk groups, and (b) SPRINT's OBF compliant response to such ASRs. The parameters of the trial shall be specified by VERIZON prior to the commencement of the trial.

If the trial demonstrates that it is commercially feasible to establish processes for VERIZON's delivery to SPRINT by fax of OBF compliant ASRs to establish new Traffic Exchange Trunk groups, augment existing Traffic Exchange Trunk

groups, and disconnect existing Traffic Exchange Trunk groups, and SPRINT's OBF compliant response to such ASRs, the Parties will make commercially reasonable efforts to establish such processes by April 30, 2003. In the event either Party encounters circumstances that will prevent it from implementing such processes by April 30, 2003, that Party will advise the other Party of this prior to April 30, 2003, and the Parties will agree upon a new commercially reasonable date for implementing the processes.

2.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing SPRINT traffic to VERIZON, the subtending arrangements between VERIZON Tandem Switches and VERIZON End Office Switches shall be the same as the Tandem/End Office subtending arrangements VERIZON maintains for the routing of its own or other carriers' traffic. For purposes of routing VERIZON traffic to SPRINT, the subtending arrangements between SPRINT Tandem Switches (or functional equivalent) and SPRINT End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which SPRINT maintains for the routing of its own or other carriers' traffic.

2.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 1.6(a) of Part II.

2.5 Grades of Service

The Parties shall engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Process as set forth in Section 14 of the General Terms and Conditions.

2.6 Measurement and Billing

2.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety percent (90%) of calls carried over the Traffic Exchange Trunks.

2.6.1.1 If the originating Party passes CPN on ninety percent (90%) or more of its calls, the receiving Party shall bill the originating Party the Reciprocal Compensation Traffic call completion rate, Measured Internet Traffic rate, intrastate Switched Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Part IV, the FCC Internet Order, and, if VERIZON is the receiving Party,

VERIZON's applicable Tariffs, (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16), and, if SPRINT is the receiving Party, SPRINT's applicable Tariffs (including, but not limited to, to the extent applicable, SPRINT Tariffs Pa. P.U.C. No. 4 and F.C.C. No. 13), for which CPN is passed. For any remaining (up to 10%) calls without CPN information the receiving Party shall bill the originating Party for such traffic at the Reciprocal Compensation Traffic call completion rate, Measured Internet Traffic rate, intrastate Switched Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access rates applicable to each minute of traffic, as provided in Part IV, the FCC Internet Order, and, if VERIZON is the receiving Party, VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16) and, if SPRINT is the receiving Party, SPRINT's applicable Tariffs (including, but not limited to, to the extent applicable, SPRINT Tariffs Pa. P.U.C. No. 4 and F.C.C. No. 13), in direct proportion to the minutes of use of calls passed with CPN information.

2.6.1.2 [Intentionally Left Blank]

2.6.1.2.1 If the originating Party passes CPN on less than ninety percent (90%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

2.6.1.2.2 Notwithstanding Section 2.6.1.2.1, if the originating Party fails to pass CPN on at least ninety percent (90%) of its calls during a monthly billing period, the originating Party shall be able for that monthly billing period to submit to the terminating Party call detail information other than CPN to demonstrate the rate that should apply to calls for which CPN was not provided. This information shall be of a type and in a form that can be reviewed by the terminating Party without unreasonable expense or use of unreasonable amounts of personnel time or data processing resources. If, after a good faith review of the non-CPN information, the Parties agree that this information is valid and accurate information and reliably shows that a rate other than the terminating Party's interstate Switched Exchange Access Service rate should apply to a call, such other rate shall apply to the call. The originating Party may not invoke this Section 2.6.1.2.2 for a given monthly billing period if the originating Party has invoked this Section 2.6.1.2.2 for a monthly billing period occurring within the prior six monthly billing periods.

2.6.2 At such time as either Party has the capability, on an automated basis, to use such CPN information to classify traffic delivered by the other Party as either Reciprocal Compensation Traffic /Measured Internet Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Reciprocal Compensation Traffic call completion rate, Measured Internet Traffic rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of Traffic for which CPN is

passed, as provided in Part IV, the FCC Internet Order, and, if VERIZON is the receiving Party, in VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16), and, if SPRINT is the receiving Party, in SPRINT's applicable Tariffs (including, but not limited to, to the extent applicable, SPRINT Tariffs Pa. P.U.C. No. 4 and F.C.C. No. 13). If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Reciprocal Compensation Traffic/Measured Internet Traffic, or Toll Traffic, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors applicable upon the Effective Date are specified in Schedule 2.6. Such factors may be updated by the originating Party quarterly by written notification. The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be in accordance with Section 2.7.5 below.

2.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16, or SPRINT Tariffs Pa. P.U.C. No. 4 and F.C.C. No. 13).

2.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

2.7.1 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Part IV hereto), as may be amended from time to time in accordance with Part IV and Section 24.11 of the General Terms and Conditions. These rates are to be applied at the SPRINT-IP for traffic delivered by VERIZON, and at the VERIZON-IP for traffic delivered by SPRINT. No additional charges shall apply for the termination of such Reciprocal Compensation Traffic delivered to the VERIZON-IP or the SPRINT-IP by the other Party, except as set forth in Part IV. When such Reciprocal Compensation Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic or non-Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

2.7.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 2.7, but instead shall be treated as described or referenced below:

- (a) Tandem Transit Traffic shall be treated as provided under subsection 4.2 below.

(b) For any traffic originating with a third party carrier and delivered by SPRINT to VERIZON, SPRINT shall pay VERIZON the same amount that such third party carrier would have been obligated to pay VERIZON for termination of that traffic at the location the traffic is delivered to VERIZON by SPRINT.

(c) Subject to Section 2.7.5 below, Switched Exchange Access Service and InterLATA and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16, or SPRINT Tariffs Pa. P.U.C. No. 4 and F.C.C. No. 13) and, where applicable, by a Meet-Point Billing arrangement in accordance with subsection 3.3.

(d) No Reciprocal Compensation shall apply to Internet Traffic.

(e) No Reciprocal Compensation shall apply to special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party's circuit-switched public telephone network;

(f) IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by the Parties' respective Customers in Pennsylvania shall be treated in accordance with Section 11.5 of the General Terms and Conditions.

(g) Subject to Section 2.7.5 below, any other traffic not specifically addressed in this subsection 2.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic (including, but not limited to, where VERIZON is the Party transporting and/or terminating traffic, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 5, 6, 8 or 9 or F.C.C. Nos. 14, 16, 17 and 20, or, where SPRINT is the Party transporting and/or terminating traffic, to the extent applicable, SPRINT Tariffs Pa. P.U.C. Nos. 2, 3 or 4, or F.C.C. No. 13).

2.7.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

2.7.4 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the

preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

2.7.5 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order, and other applicable FCC orders and FCC Regulations. Notwithstanding any other provision of this Agreement or any Tariff, a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

In addition to those audit rights provided in section 2.7.4 above, VERIZON may conduct audits of the traffic billed by SPRINT as Reciprocal Compensation Traffic to determine whether such traffic is Reciprocal Compensation Traffic and therefore subject to Reciprocal Compensation. If any such traffic is determined not to be Reciprocal Compensation Traffic, VERIZON shall not pay Reciprocal Compensation for that portion which is determined not to be Reciprocal Compensation Traffic.

3.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

3.1 Scope of Traffic

This Section 3 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 1 above for the transmission and routing of traffic between SPRINT Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where SPRINT elects to have its End Office Switch subtend a VERIZON Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

3.2 Access Toll Connecting Trunk Group Architecture

3.2.1 If SPRINT chooses to subtend a VERIZON access tandem then

SPRINT's NPA/NXX must be assigned by SPRINT to subtend the same VERIZON access tandem that a VERIZON NPA/NXX serving the same Rate Center subtends as identified in the LERG.

3.2.2 SPRINT shall establish Access Toll Connecting Trunks pursuant to applicable VERIZON Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16), by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from SPRINT's Customers.

3.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow SPRINT's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a VERIZON Tandem. If SPRINT collocates at a VERIZON access tandem, VERIZON's applicable Tariff rates and charges (including, but not limited to, applicable rates and charges set forth in VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16) shall apply for transport and switching.

3.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch SPRINT utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) VERIZON utilizes to provide Exchange Access in such LATA.

3.3 Meet-Point Billing Arrangements

3.3.1 SPRINT and VERIZON will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in VERIZON's applicable Switched Exchange Access Service Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16). The arrangements described in this Section 3 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of either Party that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by VERIZON.

3.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/VERIZON Serving Wire Center combinations.

3.3.3 Interconnection for the MPB arrangement shall occur at the VERIZON access tandems in the LATA, unless otherwise agreed to by the Parties.

3.3.4 SPRINT and VERIZON will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (“NECA”) tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

3.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

- (a) “Single Bill/Single Tariff” in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.
- (b) “Multiple Bill/Single Tariff” in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same Tariff.
- (c) “Multiple Bill/Multiple Tariff” in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff, and
- (d) “Single Bill/Multiple Tariff” in which one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC’s appropriate access Tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

Each Party shall implement the “Multiple Bill/Single Tariff” or “Multiple Bill/Multiple Tariff” option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by each Party.

3.3.6 The rate elements to be billed by each Party are as set forth in VERIZON’s applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16). The actual rate values for each Party’s affected access service rate element shall be the rates contained in that Party’s own effective federal and state access Tariffs (including, but not limited to, for VERIZON, VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16), or other document that contains the terms under which that Party’s access services are offered. The MPB billing percentages for each Rating Point/VERIZON Serving Wire Center

combination shall be calculated in accordance with the formula set forth in subsection 3.3.15.

3.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

3.3.8 VERIZON shall provide SPRINT with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

3.3.9 SPRINT shall provide VERIZON with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

3.3.10 All usage data to be provided pursuant to subsections 3.3.8 and 3.3.9 shall be sent to the following addresses:

To SPRINT: New York State Access Pool
 C/O ACM
 941 River Road
 Schenectady, NY 12306
 Attn: Mark Ferri

To VERIZON: New York State Access Pool
 C/O ACM, Inc.
 Attn: Mark Ferri
 941 River Road
 Schenectady, N.Y. 12306

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 18 of the General Terms and Conditions.

3.3.11 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify

the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

3.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, following a mutually agreeable method, shall accept a reasonable estimate of the lost data based upon prior usage data.

3.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

3.3.14 Nothing contained in this subsection 3.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

3.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g., 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event SPRINT determines to offer Telephone Exchange Services in another LATA in Pennsylvania in which VERIZON operates a Tandem Switch, VERIZON shall permit and enable SPRINT to subtend the VERIZON Tandem Switch(es) designated for the VERIZON End Offices in the area where the SPRINT Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/VERIZON Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{SPRINT Billing Percentage} \\ &\text{and} \\ b / (a + b) &= \text{VERIZON Billing Percentage} \end{aligned}$$

where:

a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the VERIZON serving Wire Center and the actual point of interconnection for the MPB arrangement.

3.3.16 SPRINT shall inform VERIZON of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 1.5.1. Within ten (10) business days of SPRINT's delivery of notice to VERIZON, VERIZON and SPRINT shall confirm the new Routing Point/VERIZON Serving Wire Center combination and billing percentages.

3.4 Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) ("800") calls to the other Party for completion.

3.4.1 When SPRINT delivers toll free service access code calls that have been queried to an "800" database to VERIZON for completion

- (a) to an IXC:
 - (i) SPRINT shall provide an appropriate EMI record to VERIZON for processing and Meet Point Billing in accordance with Section 3.3 above; and
 - (ii) SPRINT shall bill the IXC the SPRINT query charge associated with the call;
- (b) as an IntraLATA call to VERIZON or another LEC that is a toll free service access code service provider in the LATA:
 - (i) SPRINT shall provide an appropriate EMI record to the toll free service access code service provider; and
 - (ii) SPRINT's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, as applicable, and the SPRINT query charge, shall be assessed to the toll free service access code service provider; and
 - (iii) VERIZON shall assess applicable Tandem Transit Service charges and associated passthrough charges to SPRINT in accordance with Section 4.2.

3.4.2 When VERIZON delivers toll free service access code calls that have been queried to an "800" database, originated by VERIZON's or another LEC's Customers, to SPRINT for completion

- (a) where the queried call is a FGD Switched Exchange Access Service call handed off to SPRINT, VERIZON shall:

- (i) bill SPRINT the VERIZON query charge associated with the call as specified in Part IV; and
 - (ii) bill SPRINT VERIZON's Tariffed FGD Switched Exchange Access charges associated with the call (including, but not limited to, to the extent applicable, the charges set forth in VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16);
- (b) where the queried call is an intraLATA call that is handed off to SPRINT in SPRINT's capacity as a toll free service access code service provider:
- (i) VERIZON shall bill SPRINT the VERIZON query charge associated with the call as specified in Part IV; and
 - (ii) VERIZON shall provide an appropriate EMI record to SPRINT; and
 - (iii) VERIZON's Tariffed FGD Switched Exchange Access charges (including, but not limited to, to the extent applicable, the FGD Switched Exchange Access charges set forth in VERIZON Tariffs Pa. P.U.C. No. 9 and F.C.C. Nos. 14 and 16) or Reciprocal Compensation charges shall be billed to SPRINT as applicable.

3.4.3 VERIZON will not direct unqueried toll free service access code calls to SPRINT.

4.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

4.1 Information Services Traffic

The following provisions shall apply only to SPRINT-originated Information Services Traffic directed to an information services platform connected to VERIZON's network. At such time as SPRINT connects information services platforms to its network, the Parties shall agree upon a comparable arrangement for VERIZON-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is circuit switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Internet Traffic.

4.1.1 SPRINT shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to VERIZON's network. In the event SPRINT exercises such option, SPRINT will establish a dedicated trunk group to the VERIZON information services

serving switch. This trunk group will be utilized to allow SPRINT to route Information Service Traffic originated on its network to VERIZON.

4.1.2 Nothing in this Agreement shall affect either Party's rights or obligations, if any, under Applicable Law, to offer to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

4.1.3 SPRINT shall either: (a) block calls from its Customers to information services platforms connected to VERIZON's network; or, (b) bill, collect and remit information services provider charges, in accordance with Sections 4.1.4 and 4.1.5, below, and Schedule 4.1.4. If SPRINT fails to perform its obligations under the preceding sentence, in addition to any other remedies available under this Agreement or Applicable Law, VERIZON may (but shall not be obligated to) block calls from SPRINT's Customers to information services platforms connected to VERIZON's network.

4.1.4 If SPRINT does not block a call to a variable rated information service (e.g., NXX 556, 976 as applicable), SPRINT shall bill and collect from its Customer the information services provider charges for such call.. The Parties shall exchange call detail information and handle adjustments, according to the terms selected by SPRINT contained in Schedule 4.1.4. VERIZON shall charge SPRINT customer usage detail rates as specified in Part IV. Prior to establishing interconnection for Information Services Traffic, SPRINT may be required to complete acceptance testing of its billing arrangement with VERIZON.

4.1.5 If under Schedule 4.1.4, VERIZON agrees to accept adjustments from SPRINT for calls originated by SPRINT Customers to information services platform(s) connected to VERIZON's network, SPRINT shall follow the same policy in allowing adjustments to its Customers as VERIZON follows with its own Customers. SPRINT shall provide to VERIZON sufficient information regarding uncollectibles and Customer adjustments to allow VERIZON to pass through the adjustments to the information services provider, and VERIZON shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, SPRINT shall reimburse VERIZON for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between SPRINT and the information services provider.

4.1.6 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

4.2 Tandem Transit Traffic Service ("Transit Service")

4.2.1 VERIZON shall provide SPRINT with the transport of Tandem Transit Traffic as provided below ("Transit Service"). For Tandem Transit Traffic, neither the originating nor terminating customer is a Customer of VERIZON.

4.2.2 Tandem Transit Traffic may be routed over the Traffic Exchange Trunks described in Part V. SPRINT shall deliver each Tandem Transit Traffic call to VERIZON with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by VERIZON and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

4.2.3 SPRINT shall exercise commercially reasonable efforts to enter into a reciprocal Telephone Exchange Service Traffic arrangement (either via written agreement or mutual Tariffs) with every CLEC, ITC, CMRS carrier, or other LEC, to which VERIZON delivers Telephone Exchange Service Traffic that is delivered to VERIZON by SPRINT and transits a VERIZON Tandem Office. Such arrangements shall provide for direct interconnection by SPRINT with each such CLEC, ITC, CMRS carrier, or other LEC, without the use of VERIZON's Transit Service. Pursuant to the Arbitration Orders, in instances where a VERIZON Tandem(s) approaches the level of becoming overburdened as a direct result of providing Tandem service to SPRINT, and to the extent that the overburdened Tandem(s) will begin to have a negative impact on the public switched telephone network, VERIZON shall notify SPRINT of such status, approximately six months before such crisis is expected to occur, and both Parties shall immediately file a Petition with the Commission for an abbreviated dispute resolution. Furthermore, in no instance will VERIZON terminate or block any SPRINT interconnection services unless it receives the express consent of the Commission.

4.2.4 [Intentionally Omitted]

4.2.5 [Intentionally Omitted]

4.2.6 SPRINT shall pay VERIZON for Transit Service at the rates specified in Part IV, plus any Third Party Carrier Charges. Pursuant to the Arbitration Orders, to the extent that SPRINT claims that amounts billed by VERIZON to SPRINT as Third Party Carrier Charges, exceed the Third Party Carrier Charges actually imposed or levied on VERIZON, SPRINT may dispute such excess amounts in accordance with Section 11.3 of the General Terms and Conditions. For the purposes of this Section 4.2.6, "Third Party Carrier Charges" are any charges or costs a terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on VERIZON for the delivery or termination of traffic, including any Switched Exchange Access Service charges.

4.2.7 If and when a third party carrier's Central Office subtends a SPRINT Central Office, then SPRINT shall offer to VERIZON a service arrangement equivalent to or the same as Transit Service provided by VERIZON to SPRINT as defined in this Section 4.2 such that VERIZON may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends a SPRINT Central Office ("Reciprocal Transit Service"). SPRINT shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 4.2.

4.2.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal Telephone Exchange Service Traffic exchange agreement with any carrier to which it originates, or from which it terminates, Telephone Exchange Service Traffic.

4.3 911/E911 Arrangements

4.3.1 SPRINT may, at its option, interconnect to the VERIZON 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which SPRINT provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, VERIZON will provide SPRINT with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, SPRINT and VERIZON will negotiate arrangements to connect SPRINT to the 911 service in accordance with Applicable Law.

4.3.2 Path and route diverse Interconnections for 911/E-911 shall be made at the SPRINT-IP, the VERIZON-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

4.3.3 Within thirty (30) days of its receipt of a complete and accurate request from SPRINT that includes all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local government authorities, VERIZON will provide SPRINT, where VERIZON offers 911/E911 service, with the following at a reasonable fee:

4.3.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where SPRINT is providing, or represents to VERIZON that it intends to provide within sixty (60) days of SPRINT's request, Local Exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

4.3.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which SPRINT plans to offer Telephone Exchange Service;

4.3.3.3 a list of geographical areas (e.g., LATAs, counties or municipalities), with the associated 911 tandems, as applicable;

4.3.3.4 a list of VERIZON personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable;

4.3.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available; and

4.3.3.6 prompt return of any SPRINT 911/E-911 data entry files containing errors, so that SPRINT may ensure the accuracy of the Customer records.

4.3.4 Electronic Interface

4.3.4.1 SPRINT shall use, where available, the appropriate VERIZON electronic interface, through which SPRINT shall input and provide a daily update of 911/E-911 database information related to SPRINT Customers. SPRINT may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of SPRINT Customer information.

4.3.5 911 Interconnection

4.3.5.1 VERIZON and SPRINT will use commercially reasonable efforts to facilitate the interconnection of SPRINT systems to the 911/E-911 platforms and/or systems.

4.3.6 911 Facilities

4.3.6.1 SPRINT shall be responsible for providing facilities from the SPRINT End Office to the 911 Tandem or selective router. SPRINT shall deploy diverse routing of 911 trunk pairs to the 911 Tandem or selective router.

4.3.7 Local Number Portability for use with 911

4.3.7.1 The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number, assigned by VERIZON ("Old Number"); and the "new" number, assigned by SPRINT ("New Number"). Therefore, for those ported telephone numbers using INP, SPRINT will provide the 911/E-911 database with both the Old Number and the New Number, as well as all other required information, including the appropriate address information for the Customer for entry into the 911/E-911 database system. Further,

SPRINT will outpulse the New Number (that is, the Customer's ANI) to the 911 Tandem office or selective router. SPRINT will include its NENA five character Company Identification ("COID") for inclusion in the ALI display.

4.3.7.2 SPRINT shall enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using SPRINT's NENA COID to lock and unlock records and the posting of SPRINT's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records is available or as defined by local standards.

4.3.8 PSAP Coordination

4.3.8.1 VERIZON and SPRINT will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators, may have regarding the 911/E-911 arrangements.

4.3.9 911 Compensation

4.3.9.1 SPRINT will compensate VERIZON for connections to VERIZON's 911/E-911 platform and/or system and other applicable charges pursuant to Part IV and VERIZON's applicable Tariffs (including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. Nos. 1, 3, 4, 6 and 9).

4.3.10 911 Rules and Regulations

4.3.10.1 SPRINT and VERIZON will comply with all applicable government rules and regulations (including 911 taxes and surcharges as defined by local government requirements) pertaining to the provision of 911/E-911 services in Pennsylvania.

4.4 911/E911 and SPRINT's Dial IP Service

SPRINT represents and affirms that SPRINT's Dial IP service will require only one-way trunking of VERIZON originated calls delivered to SPRINT Dial IP Customers and SPRINT's Dial IP service will not be capable of allowing SPRINT Dial IP Customers to originate any calls, including calls that may terminate at a 911 or E911 PSAP. SPRINT represents and affirms that SPRINT Dial IP equipment does not require 911 or E911 trunks for effective technical operation of equipment or for the public safety.

4.4.1 SPRINT represents and affirms that it will not allow its Dial IP Customers to originate calls using one-way trunking established for VERIZON originated calls delivered to SPRINT Dial IP customers.

4.4.2 [Intentionally Omitted]

4.4.3 [Intentionally Omitted]

4.4.4 SPRINT agrees that it is responsible for the provision of 911/E911 services to its Customers.

SCHEDULE 1.1

NETWORK INTERCONNECTION SCHEDULE:

LATA

Pennsylvania RESIDENTIAL SERVICES

VERIZON-IP	LATA	SPRINT-IP	SPRINT Intended Implementation Date
	924	ERIEPAUSW02 2072 E 16 TH ST	March 13, 2002

VERIZON-IP(s) shall be either the VERIZON Tandem or the VERIZON End Office to which the terminating NPA/NXX has been assigned in the LERG.

Pennsylvania BUSINESS SERVICES

VERIZON-IP	LATA	SPRINT-IP	SPRINT Intended Implementation Date
	924	ERIEPAUSW02 2072 E 16 TH ST	March 13, 2002

VERIZON-IP(s) shall be either the VERIZON Tandem or the VERIZON End Office to which the terminating NPA/NXX has been assigned in the LERG.

SCHEDULE 1.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Part IV or as provided elsewhere herein.

1. For the termination of Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 1 of Part V of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

(a) SPRINT, at the SPRINT-IP in LATA in which the Traffic is to terminate.

(b) VERIZON, at the VERIZON-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, CMRS carrier, other CLEC or other LEC to:

(a) SPRINT, at the SPRINT-IP in LATA in which the Traffic is to terminate.

(b) VERIZON, at the VERIZON-IP in LATA in which the Traffic is to terminate.

4. For 911/E911 traffic originated on SPRINT's network, at the PSAP in areas where only Basic 911 service is available, or at the VERIZON 911/E911 Tandem Office serving the area in which the SPRINT Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable VERIZON operator services Tandem Office.

6. For Operator Services (call completion) traffic, at the applicable VERIZON operator services Tandem Office.

7. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

8. For SS7 signaling originated by:

(a) SPRINT, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Reciprocal Compensation Traffic, Measured Internet Traffic, or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and VERIZON Supplement Common Channel Signaling Network Interface Specification (VERIZON_905).

(b) VERIZON, at mutually agreed-upon SPOIs in the LATA in which the Reciprocal Compensation Traffic, Measured Internet Traffic, or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and VERIZON-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For toll free service access code (e.g., 800/888/877) database inquiry traffic, at any VERIZON Signaling Transfer Point in the LATA in which the originating SPRINT Wire Center is located, over a CCSAC link. Alternatively, SPRINT may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database ("LIDB") inquiry traffic, at any VERIZON Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, SPRINT may elect to interconnect through a commercial SS7 hub provider.

11. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SCHEDULE 2.6

JURISDICTIONAL FACTORS

APPLICABLE FACTORS for SPRINT (assumes Interconnection, not multi-jurisdictional use)

Traffic Factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	Traffic Factor 1	Traffic Factor 2
VERIZON	SPRINT	ALL	0 %	95%
SPRINT	VERIZON	ALL	0%	95%

CUSTOMER: SPRINT

STATE: Pennsylvania

BILLING CONTACT NAME: Access Verification

BILLING CONTACT NUMBER: 913-315-5553

**BILLING CONTACT ADDRESS: 6500 Sprint Parkway
Overland Park, KS 66251
Mail Stop KOSPHL0412**

SPRINT ACNA to be used when ordering Interconnections Trunks: UTC

SPRINT CIC to be used when ordering Interconnection Trunks: 333

SCHEDULE 3.3 [Intentionally Omitted]

SCHEDULE 4.1.4

Billing Arrangements for Variable-Rated Information Services Calls

VERIZON offers two billing arrangement options representing different methods for SPRINT and VERIZON to jointly ensure that the end users making calls to the Information Provider (“IP”) programs on the VERIZON platform are billed at correct rates, and that the IP’s they call are reimbursed for the use of their services. Prior to establishing working interconnection to the variable-rated services, SPRINT must confirm which ONE of the following two Billing Arrangement Options it will use for variable-rated Information Services Traffic, and complete acceptance testing with VERIZON for that option. SPRINT’s choice of one or the other Billing Arrangement Option will be indicated on Appendix A (“VERIZON Information Services Billing Option Selection Form”) following this Schedule 4.1.4.

Where SPRINT does not select either billing arrangement option, as indicated in Appendix A to this Schedule 4.1.4, SPRINT agrees that its Customers will not be able to complete calls to variable-rated Information Service providers on the VERIZON platform, regardless of whether the Customers are served by SPRINT switching facilities, or by Unbundled Network Element(s) purchased by SPRINT.

The “Information Mass Announcement Service” (“IMAS”) product is unique to the New York Metropolitan LATA (132), and is not offered elsewhere in New York State or in the VERIZON region. The Billing Arrangement options described below do not apply to IMAS traffic, which is not a variable-rated Information Service.

Option 1: BUNDLED BILLING ARRANGEMENT

A. Usage Processing

1a. SPRINT using its own facilities records originating call detail, and delivers message to VERIZON over a dedicated IP trunk. VERIZON makes terminating recording.

--or--

1b. SPRINT using VERIZON Unbundled Network Elements for Local Switching receives originating call detail from VERIZON in unrated EMI format.

2. Using the called number, SPRINT identifies the call as a variable-rated IP call. SPRINT sends the call detail record to VERIZON in unrated EMI format.

VERIZON rates correctly formatted messages at the price set by the Information Provider, and bills SPRINT for the full value of the call less the Information Service Billing Fee (“IP B&C Fee”) stated in Part IV.

Incorrectly formatted records are not rated and no IP B&C Fee is applied. Rated messages are returned to SPRINT in rated EMI format.

Error messages will be returned in either unrated or rated EMI format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

“Killer” calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator. An IP B&C Fee is credited to SPRINT for these calls, although there are no charges billable to the SPRINT Customer.

3. SPRINT bills its end user for the full value of the call as shown in the rated EMI record, calculates and collects appropriate state and local taxes.
4. VERIZON uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. The Information Provider is charged for “killer” calls according to Tariff regulations.

B. Adjustments

1. Adjustment requests submitted to VERIZON will be made to the Customer Account Team Center.
2. SPRINT must provide the following information when requesting an adjustment from VERIZON for an IP call made by one of its end user Customers:
 - originating line number
 - the dialed IP subscriber number
 - the amount to be adjusted, not including tax
 - message date
 - connect time
 - conversation time
3. VERIZON will follow its policy of allowing two (2) adjustments per line per year on eligible Information Provider calls. Once two adjustments have been made for an originating end user line number, no further adjustments will be made to SPRINT account.

C. Acceptance Testing

1. Acceptance testing between VERIZON and SPRINT will demonstrate that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a Single Point of Contact (“SPOC”) available to the other.
2. SPRINT will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.
3. VERIZON will examine, process, and edit such data to produce a return dataset of rated records, for delivery to SPRINT.
4. SPRINT will receive and process the VERIZON data.
5. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.

Option 2: UNBUNDLED BILLING ARRANGEMENT

A. Usage Processing

- 1a. SPRINT using its own facilities records originating call detail, and delivers message to VERIZON over dedicated IP trunk. VERIZON makes terminating recording.
- or--
- 1b. SPRINT using VERIZON Unbundled Network Elements for Local Switching receives originating call detail from VERIZON in unrated EMI format.

2. VERIZON bills SPRINT for access to its IP platform. This charge for Access to VERIZON IP Switching Platform replaces the standard Reciprocal Compensation charge, and is calculated in the same manner, on a per minute of use basis. The Access to VERIZON IP Switching Platform charge is stated in Part IV.
3. Using the called number, SPRINT identifies the call as a variable-rated IP call. SPRINT has the option of either rating the call in its own system, or sending the call detail record to VERIZON in unrated EMI format for rating (“VERIZON IP Rating Service”).
4. When SPRINT uses the optional VERIZON rating service, VERIZON receives an unrated EMI record from SPRINT. VERIZON rates correctly formatted messages at the price set by the Information Provider, and bills

SPRINT for the VERIZON IP Rating Service on a per message basis, at the rate stated in Part IV. The per message charge applies to every rating attempt: correctly formatted messages, error records, and “killer” records.

Rated messages will be returned to SPRINT in rated EMI format. Error messages will be returned in either unrated or rated EMI format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

“Killer” calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator.

5. SPRINT bills its end user for the full value of the call based on rates set by the Information Provider: as shown in the rated EMI record returned from VERIZON under the optional rating service, or as determined in SPRINT’s own rating process. SPRINT calculates and collects appropriate state and local taxes.
6. SPRINT uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. SPRINT may charge the Information Provider for “killer” calls according to Tariff regulations.

B. Adjustments

1. On all calls where SPRINT makes direct payment to the Information Provider, adjustments will be handled directly between SPRINT and the Information Provider.

C. Acceptance Testing

1. Acceptance Testing will be required for SPRINT to use the VERIZON IP Rating Service.
2. Acceptance testing between VERIZON and SPRINT will ensure that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a SPOC available to the other.
3. SPRINT will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.

4. VERIZON will examine, process, and edit such data to produce a return dataset of rated records, for delivery to SPRINT.
5. SPRINT will receive and process the VERIZON data.
6. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.

APPENDIX A

**VERIZON INFORMATION SERVICES
BILLING OPTION SELECTION FORM**

Please select desired services for VARIABLE-RATED INFORMATION SERVICES messages.

OPTION	MINIMUM PERIOD	CHARGE	SERVICE SELECTION
OPTION 1: Bundled Billing Arrangement	12 months following successful completion of acceptance test	Rated value of each call less <u>IP Billing & Collection fee</u> stated in Part IV.	Yes <input type="checkbox"/> No <input type="checkbox"/>
OPTION 2: Unbundled Billing Arrangement	12 months following Effective Date	Per minute of use charge for initial minute or fraction thereof, and for each additional minute or fraction thereof at the <u>Access to VERIZON IP Switching Platform rate</u> stated in Part IV.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Remaining term of Option 2 following successful completion of acceptance test	Per message charge for each call detail usage record delivered to VERIZON for <u>VERIZON IP Rating Service processing</u> stated in Part IV.	Yes <input type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT 1: DEFINITIONS

1.0 DEFINITIONS

“Act” or “Telecommunications Act” means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including without limitation by the Telecommunications Act of 1996), and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.

“Asymmetrical Digital Subscriber Line” or “ADSL” has the meaning stated in Part II, Section 1.2.4.

“Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLI/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB and information services requiring special billing as described in Section 4 of Part V.

“Applicable Law” means all laws, regulations, and orders applicable to each Party’s performance of its obligations hereunder.

“Arbitration Orders” means the Commission’s orders issued on October 12, 2001 and December 7, 2001 in “Petition of Sprint Communication Company, L.P. for an Arbitration Award of Interconnection Rates, Terms and Conditions Pursuant to 47 U.S.C. §252(b) and Related Arrangements With Verizon Pennsylvania, Inc.,” Pa. P.U.C. Docket No. A-310183F0002.

“As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Automatic Number Identification” or “ANI” means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

“BFR” or “Bona Fide Request” means the process described in Exhibit I to Part II of this Agreement that prescribes the terms and conditions relating to a Party’s request that the

other Party provide an unbundled Network Element that it is not otherwise required to be provided under the terms of this Agreement.

“Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

“Busy Line Verification and Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

“BRI-ISDN” means 2-Wire ISDN-Compatible Digital Loop.

“CABS” refers to the *Carrier Access Billing System* which is contained in a document prepared under the direction of the Billing Committee of the OBF. The *Carrier Access Billing System* document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, 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 services.

“Calling Party Number” is a Common Channel Interoffice Signaling (“CCIS”) parameter which identifies the calling party’s telephone number.

“CCS” means one hundred (100) call seconds.

“Central Office” means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXX”). Sometimes this term is used to refer to a telephone company building in which switching system and telephone equipment are installed.

“Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:

(a) “End Office Switch” or “End Office” which is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

(b) “Tandem Office Switch” or “Tandem” which has billing and recording capabilities and is used to connect and switch trunk circuits between and among other Central Office Switches and carriers’ aggregation points, points

of .termination, or points of presence and to provide Switched Exchange Access Services.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

“CLASS features” means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return; and future CCIS-based offerings.

“Collocation” means an arrangement in which the equipment of one Party (the “Collocating Party”) is installed and maintained at the premises of the second Party (the “Housing Party”) for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

“Commission” means the Pennsylvania Public Utility Commission.

“Common Channel Interoffice Signaling” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. “SS7” means the common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). VERIZON and SPRINT currently use this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the Common Channel Signaling access connection or access service, respectively, which connects one Party’s Signaling Point of Interconnection (“SPOI”) to the other Party’s Signaling Transfer Point (“STP”) for the exchange of SS7 messages.

“Competitive Local Exchange Carrier” or “CLEC” means any Local Exchange Carrier other than VERIZON that is operating as such in VERIZON’s certificated territory in Pennsylvania. SPRINT is or will shortly become a CLEC.

“Cross Connection” means a connection provided at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel to another suitable frame, panel or piece of equipment.

“Customer” means a third-party residence or business end user subscriber to Telephone Exchange Services provided by either of the Parties.

“Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

“Digital Signal Level 0” or “DS0” means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

“Digital Signal Level 1” or “DS1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

“Digital Signal Level 3” or “DS3” means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

“Exchange Message Interface” or “EMI” means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, nonbillable, sample, settlement and study data. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

“Extended Local Calling Scope Arrangement” means an arrangement that provides a Customer a local calling scope (Extended Area Service, “EAS”), outside of the Customer’s basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. “Optional Extended Local Calling Scope Arrangement Traffic” is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer’s basic exchange serving area.

“FCC” means the Federal Communications Commission.

“FCC Internet Order” means the FCC’s Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (adopted April 18, 2001).

“F.C.C. No. 20, “Verizon DSL Over Resold Lines,” as used in Section 1 of Part I, means the provisions of VERIZON Tariff F.C.C. No. 20 applicable to “Verizon DSL Over Resold Lines,” including, but not limited to, Section 5, Part III, Section 5.2.

“FCC Regulations” means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

“Fiber-Meet” or “Mid-Span Fiber Meet” means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon Point of Interconnection (“POI”), limited by technical feasibility and the availability of facilities. At

the delivering carrier's option, a Fiber Meet may interface with such carrier's collocated equipment to gain access to unbundled Network Elements.

"High-Bit Rate Digital Subscriber Line" or "HDSL" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octal ("3B1O").

"Independent Telephone Company" or "ITC" means any entity other than VERIZON which, with respect to its operations within Pennsylvania, is an Incumbent Local Exchange Carrier.

"Information Service Traffic" means Reciprocal Compensation Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

"Integrated Services Digital Network" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel ("2B+D"). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty-three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

"Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

"Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

"IP" or "Interconnection Point" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

"Loop" means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Customer's serving End Office to the Rate Demarcation Point (or Network Interface Device ("NID") if installed) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

“Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

“Main Distribution Frame” or “MDF” generally means the primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunications facilities within the Wire Center.

“MECAB” means the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

“MECOD” means the Multiple Exchange Carriers Ordering and Design (“MECOD”) Guidelines for Access Services – Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

“Measured Internet Traffic” means Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party’s network at a point in a VERIZON local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party’s network at a point in the same VERIZON local calling area. VERIZON local calling areas shall be as defined by VERIZON. For the purposes of this definition, a VERIZON local calling area includes a VERIZON non-optional Extended Local Calling Scope Arrangement, but does not include a VERIZON optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, are not considered Measured Internet Traffic.

“Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party (e.g. an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access Tariffs (including, but not limited to, for VERIZON, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No 9 and F.C.C. Nos. 14 and 16).

“Meet-Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

“Merger Order” means the FCC’s Memorandum Opinion and Order in *In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License*, FCC 00-221, CC Docket No. 98-184, 15 FCC Rcd 14032 (6/16/00), as such Memorandum Opinion and Order is modified from time-to-time.

“Network Interface Device” or “NID” means the VERIZON-provided interface terminating VERIZON’s telecommunications network on the property where the Customer’s service is located at a point determined by VERIZON. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to VERIZON’s network.

“North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

“Numbering Plan Area” or “NPA” is also sometimes referred to as an “area code”. There are two general categories of NPAs, “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” or “SAC Code” is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

“NXX” , “NXX Code”, or “End Office Code” means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

“Point of Termination Bay” or “POT Bay” means a frame located in a physical Collocation area that serves as a point of demarcation for physical Collocation Interconnection.

“Port Element” or “Port” means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer’s network address. The Port Element is part of the provision of the unbundled local Switching Element.

“Point of Interconnection” or “POI” means the physical location where the originating Party’s facilities physically interconnect with the terminating Party’s facilities for the purpose of exchanging traffic.

“Public Service Answering Point” means an answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

“Rate Center Area” or “Exchange Area” means the specific geographic area which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

“Rate Center Point” is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center, including Telephone Exchange Services and Toll Traffic.

“Rate Demarcation Point” means the point where network access recurring charges and VERIZON responsibility stop and beyond which Customer responsibility begins.

“Rating Point” or “Routing Point” means a specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs and the Rating Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a “LEC Consortium Point of Interconnection”. Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (“CLLI”) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

“Reciprocal Compensation” means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders

and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 2.7 of Part V).

"Reciprocal Compensation Traffic" means Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas as defined by Verizon. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

"Service Control Point" or "SCP" means the node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point ("SSP") and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

"Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

"Switched Exchange Access Service" means the offering of transmission and switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

"Switching Element" is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a VERIZON End Office Switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user Customer(s). The Switching Element is provisioned with a Port Element, which provides line side access to the Switching Element.

“Synchronous Optical Network” or “SONET” means an optical interface standard that allows different digital signals to be transported using a base transmission rate of 51.84 Mbps (OC-1 (Optical Carrier)/STS-1(Synchronous Transport Signal)). Higher rates are direct multiples of the base OC-1 rate.

“Tandem Transit Traffic” or “Transit Traffic” means Telephone Exchange Service traffic that originates on SPRINT’s network, and is transported through a VERIZON Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service (“CMRS”) carrier, or other LEC, that subtends the relevant VERIZON Tandem to which SPRINT delivers such traffic. Pursuant to Section 4.2 of Part V, Transit Traffic may also mean Telephone Exchange Service Traffic that originates on VERIZON’s network, and is transported through a SPRINT Tandem to the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant SPRINT Tandem to which VERIZON delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (“LERG”). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

“Tariff” means any applicable federal or state Tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include VERIZON’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

“Telecommunications” is As Defined in the Act.

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

“Telephone Relay” means a service provided to speech and/or hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the recipient’s response message to the speech or hearing-impaired caller.

“Telephone Toll Service” or “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that other Party’s network and is not Reciprocal Compensation Traffic, Measured

Internet Traffic or Ancillary Traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic”, depending on whether the originating and terminating points are within the same LATA.

“Traffic Factor 1” means, for traffic exchanged via Traffic Exchange Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ($\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party’s bills is updated to use the term “Traffic Factor 1,” the term “Traffic Factor 1” may be referred to on the Party’s bills and in billing related communications as “Percent Interstate Usage” or “PIU.”

“Traffic Factor 2” means, for traffic exchanged via Traffic Exchange Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. ($\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}} \times 100$). Until the form of a Party’s bills is updated to use the term “Traffic Factor 2,” the term “Traffic Factor 2” may be referred to on the Party’s bills and in billing related communications as “Percent Local Usage” or “PLU.” “V and H Coordinates Method” means a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

“Vertical Features,” as used in Section 9.0 of Part I, means Call Forwarding Busy/No Answer - Fixed (as described in VERIZON’s applicable Tariffs, including, but not limited to, to the extent applicable, VERIZON Tariffs Pa. P.U.C. No. 1, Section 18, No. 3, Section 17, No. 4, Section 29, and No. 6, Section 21) and the other central office-based calling services offered in VERIZON Tariffs Pa. P.U.C. No. 1, Section 18, No. 3, Section 17, No. 4, Section 29, and No. 6, Section 21 (as such VERIZON Tariff Sections are amended from time-to-time) that are Telecommunications Services subject to resale under Section 251(c)(4) of the Act.

“Voice Grade” means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms “DS-0” or “sub-DS-1” may also be used.

“Wire Center” means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

ATTACHMENT 2: INTENTIONALLY OMITTED

ATTACHMENT 3: BILLING MEDIUM NOTICE REQUIREMENTS

TO SPRINT:

Tape Transmissions via U.S. Mail:	SPRINT MOKCMW0501 903 E. 104th Street Kansas City, Mo. 64131 att: Phil Greim
Tape Transmissions via Overnight Delivery:	SPRINT MOKCMW0501 903 E. 104th Street Kansas City, Mo. 64131 att: Phil Greim

Paper Transmissions via U.S. Mail:	SPRINT MOKCMW0501 903 E. 104th Street Kansas City, Mo. 64131 att: Phil Greim
Paper Transmissions via Overnight Delivery:	SPRINT MOKCMW0501 903 E. 104th Street Kansas City, Mo. 64131 att: Phil Greim

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TO VERIZON:

Tape Transmissions	<p>VERIZON</p> <p>To be updated by VERIZON in accordance with Section 18 of the General Terms and Conditions</p>
Paper Transmissions	<p>VERIZON</p> <p>To be updated by VERIZON in accordance with Section 18 of the General Terms and Conditions</p>

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NORTH INC.
F/K/A GTE NORTH INCORPORATED**

and

SPRINT COMMUNICATIONS COMPANY L.P.

This Amendment No. 1 is made this 1st day of November, 2003 ("Amendment Effective Date"), by and between Verizon North Inc., formerly known as GTE North Incorporated ("Verizon"), a Wisconsin corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania, 19103, and Sprint Communications Company L.P. ("Sprint"), a Delaware Limited Partnership with offices at 6160 Sprint Parkway, Kansas City, Missouri, 66251. (Verizon and Sprint may be referred to hereinafter, each individually as a "Party," and collectively as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Sprint are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934 for Pennsylvania, dated March 14, 2002 (the "Agreement"); and

WHEREAS, the Parties desire to amend that Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended hereby as follows:

(A) By adding a new section to Part II, "Unbundled Network Elements and Combinations," of the Agreement, as follows:

"1.15. Line Splitting

1.15.1 Subject to the conditions set forth in Section 1.7 of this Part II, Sprint may engage in Line Splitting, in accordance with this Section 1.15, the rates and charges provided in Part IV of the Agreement (as such

Part IV is amended by Exhibit A to this Amendment, and as such rates and charges provided in Part IV have been or are changed from time to time in accordance with the Agreement) and Section 24.11 of the General Terms and Conditions of the Agreement, and the rates, charges and other provisions of Verizon's applicable Tariffs, as such Tariffs are amended from time to time (including, but not limited to, to the extent applicable, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time).

- 1.15.2 Line Splitting is a process in which one CLEC provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Verizon and a second CLEC provides digital subscriber line service over the high frequency portion of that same Loop. Line Splitting is accomplished through the use of a splitter collocated at the Verizon Central Office where the Loop terminates into a distribution frame or its equivalent.
- 1.15.3 Any Line Splitting between Sprint and another CLEC shall be accomplished by prior negotiated arrangement between Sprint and the other CLEC. Sprint shall give Verizon written notice of this arrangement through the Verizon Wholesale Local Service Customer Profile Form on the Verizon Wholesale Website or another electronic notice mechanism that will be provided by Verizon, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC. The other CLEC must have an interconnection agreement with Verizon that permits it to engage in Line Splitting with Sprint.
- 1.15.4 Verizon will provide to Sprint for use in a Line Splitting arrangement established pursuant to this Section 1.15, those Network Elements, combinations of Network Elements, Collocation arrangements, services, facilities, equipment and arrangements, applicable to Line Splitting, that are offered to Sprint by Verizon under the other sections of the Agreement. Such Network Elements, combinations of Network Elements, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Sprint in accordance with, and subject to, the rates and charges and other provisions of the Agreement and Verizon's applicable Tariffs, as amended from time to time (including, but not limited to, to the extent applicable, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time). Verizon shall be obligated to provide a Network Element, combination of Network Elements, Collocation arrangement, service, facility, equipment or arrangement, for use in a Line Splitting arrangement established pursuant to this Section 1.15 only if such Network Element, combination of Network Elements, Collocation arrangement, service, facility, equipment or arrangement, is

available under another section of the Agreement.

1.15.5 Sprint and/or the other participating CLEC shall provide any splitters used in a Line Splitting arrangement.

1.15.6 Notwithstanding anything in the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time), or otherwise, (a) Verizon shall be obligated to provide Line Splitting only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51, and (b) Verizon shall be obligated to provide Network Elements, combination(s) of Network Elements, Collocation arrangement(s), services, facilities, equipment and arrangements, for Line Splitting, only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51. Without limiting Verizon's rights pursuant to Applicable Law, any other provision of the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time), or otherwise, to terminate its provision of Line Splitting, and notwithstanding anything in the Agreement, this Amendment or a Tariff (including, but not limited to, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time), or otherwise, if the Commission, the FCC, a court, or other governmental body of appropriate jurisdiction, determines or has determined that Verizon is not required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51 to provide Line Splitting, or is not required by both 47 U.S.C. § 251(c)(3) and 47 CFR Part 51 to provide a Network Element, combination of Network Elements, Collocation arrangement, service, facility, equipment or arrangement, used for Line Splitting, Verizon may (a) terminate its provision of Line Splitting to Sprint, or (b) terminate its provision of Line Splitting to Sprint and terminate this Amendment. VERIZON will give SPRINT ninety (90) days advance written notice of such termination."

(B) By revising Section 1.1 of Part II, "Unbundled Network Elements and Combinations," of the Agreement, by deleting existing Sections 1.1.6 and 1.1.7 and inserting the following:

"1.1.6 Operations Support Systems, as set forth in Section 1.6(b);

1.1.7 Other Network Elements in accordance with Section 1.8; and

1.1.8 Line Splitting in accordance with Section 1.15."

(C) By adding to Part IV, "Pricing Schedule," of the Agreement, Exhibit A of this Amendment.

2. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

3. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

4. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the rates, terms and provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a party to the Agreement to exercise any right of termination it may have under the Agreement.

5. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and provisions of the Agreement to the extent necessary to give effect to the rates, terms and provisions of this Amendment. In the event of a conflict between the rates, terms and provisions of this Amendment and the rates, terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a rate, term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

SPRINT COMMUNICATIONS
COMPANY L.P.

VERIZON NORTH INC.

By: _____

By: _____

Printed: Rich Morris _____

Printed: Jeffrey A. Masoner _____

Title: Vice-President State External Affairs

Title: Vice-President - Interconnection
Services Policy & Planning

Date: _____

Date: _____

RATES

Line Splitting

The rates and charges that shall be paid by Sprint in association with Line Splitting include, but are not limited to, rates and charges for Line Splitting and rates and charges for the Unbundled Network Elements, combinations of Unbundled Network Elements, Collocation arrangements, services, facilities, equipment and arrangements, used for Line Splitting.

Rates and charges for Line Splitting shall be as provided in the Agreement, as amended from time to time, and Verizon's applicable Tariffs, as amended from time to time (including, but not limited to, to the extent applicable, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time).

Rates and charges for the Unbundled Network Elements, combinations of Unbundled Network Elements, Collocation arrangements, services, facilities, equipment and arrangements, used for Line Splitting, shall be as provided in the Agreement, as amended from time to time, and Verizon's applicable Tariffs, as amended from time to time (including, but not limited to, to the extent applicable, Verizon Tariff Pa. P.U.C. No. 9, as amended from time to time).

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NORTH INC.,
F/K/A GTE NORTH INCORPORATED**

and

SPRINT COMMUNICATIONS COMPANY L.P.

FOR PENNSYLVANIA

This Amendment No. 2 (this "Amendment") is effective June 27, 2005 ("Amendment Effective Date"), by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), and Sprint Communications Company L.P. ("Sprint"). (Verizon and Sprint may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Pennsylvania, which was effective March 14, 2002 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, Sprint has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Reciprocal Compensation Rates:

1.1.1.1 Part IV: A of the Agreement is amended by deleting section "I. Rates and Charges for Transport and Termination of Traffic" Paragraph A, "Transport and Termination Rate," and replacing Paragraph A with the following:

"A. Local Traffic Transport and Termination Rate

Amendment Effective Date and thereafter -- \$0.0007 per minute of use."

1.1.1.2 The rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.1.3 The reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Sprint to Verizon shall not exceed the reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Verizon to Sprint.

1.1.1.4 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

1.1.2 Reciprocal compensation shall not apply to traffic that is not subject

to reciprocal compensation under Section 251(b)(5) of the Act.

- 1.1.3 “Internet Traffic” means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 1.1.4 Local Traffic does not include any Internet Traffic.
- 1.1.5 Reciprocal compensation shall not apply to Internet Traffic.
- 1.1.6 The Parties’ rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC regulations.
- 1.1.7 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).
- 1.1.8 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC regulations.

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Section 8, “Government Compliance”) that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in

Section 1.1.1.1 above are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

SPRINT COMMUNICATIONS COMPANY VERIZON NORTH INC.
L.P.

By: _____

By: _____

Printed: W. Richard Morris

Printed: Jeffrey A. Masoner

Title: Vice President – State External
Affairs

Title: Vice-President - Interconnection
Services Policy & Planning

Date: _____

Date: _____