

FILE

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PART F - INTERCONNECTION

54. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

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

54.1.1 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic.

54.1.1.1. The Parties agree to use two-way trunks as follows: the Parties shall within 180 days of the execution of this Agreement, finalize the transition to two-way trunks, absent engineering or billing issues. The Parties shall also transition all one-way trunks to two-way trunks established under this Agreement.

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

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

54.2. Points of Interconnection

54.2.1. Point of Interconnection. Unless interconnecting with Sprint on an indirect basis subject to Section 60, TCG must establish a minimum of one POI within each LATA, at any technically feasible point, on Sprint's network. TCG and Sprint will utilize such POI for the mutual exchange of traffic. To the extent Sprint's network contains multiple tandems in the LATA, TCG will interconnect to each tandem where TCG exchanges traffic. Each Party will be responsible for engineering and maintaining its network on its side of the POI. TCG and Sprint agree to a bill and keep compensation arrangement for facilities on each parties' respective side of the POI. Specifically, each Party is financially responsible for facilities on their respective side of the POI with no cost sharing, and each party is financially responsible for transporting its originated traffic to the POI.

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

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

54.3. If third party (*i.e.* Competitive Access Provider or "CAP") leased facilities are used for interconnection, the POI will be defined as the Sprint office in which the third party's leased circuit terminates, unless TCG specifies another point within the exchange boundary and provides the needed transport at no additional cost to Sprint.

54.4. Technical Requirements for Interconnection

54.4.1. Interconnection at the Sprint Tandem

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

54.4.1.2. Interconnection to a Sprint Tandem for Transit Traffic purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.

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

54.4.2. Interconnection at the Sprint End Office

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

55. INTERCARRIER COMPENSATION

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

55.1.1. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"), including but not limited to Sprint's option to invoke on a date specified by Sprint the FCC's ISP interim compensation regime, after which date ISP-bound traffic will be subject to the FCC's prescribed interim compensation regime including the terminating compensation rates, and other terms and conditions. CLEC agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's ISP Compensation Order, unless the Parties are exchanging traffic (Local Traffic and/or ISP-Bound traffic) at Bill and Keep, such Bill and Keep arrangement shall continue.

55.2. The rates to be charged for the exchange of Local Traffic and ISP-Bound Traffic are the

rates established by the FCC as set forth in Table One and shall be applied consistent with the provisions of Part F of this Agreement.

55.3. Local Traffic will be compensated at the contract rate set forth in Table One. ISP-Bound Traffic will be compensated at the rates established by the FCC as set forth in Table One. The rates shall be applied consistent with the provisions of Part F of this Agreement.

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

55.4. Compensation for the termination of all toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement. If TCG is acting as an IXC and a competitive local exchange carrier, TCG must have a unique CIC for each type of service order. Specifically, TCG must have two CICs, one that is used for ordering IXC facilities for interexchange toll traffic and one that is used to order facilities for local exchange traffic.

55.5. Calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed (Virtual NXXs), are not local calls for purposes of intercarrier compensation. The Parties agree to use 25%, which is a negotiated factor, to determine the amount of Sprint End User originated traffic terminated by TCG that will be presumed to be Virtual NXX traffic. Currently, TCG does not provision its ADL service offering using VNXX arrangements. However, if TCG does offer VNXX with ADL service in the future, the 25% negotiated factor for Sprint End User originated traffic terminated to TCG ADL customers would apply. Should the 25% VNXX factor require modification, the Parties agree to re-negotiate a new VNXX factor via Amendment to this Agreement. The Parties agree that Virtual NXX traffic will be compensated on a bill and keep basis.

55.6. For traffic that originates from a traditional telephone device and terminates to a non-telecommunications device ("Phone-to-Computer") or originates from a non-telecommunications device and terminates to a traditional telephone device ("Computer-to-Phone"), the Parties have been unable to agree as to whether Voice over Internet Protocol ("VOIP") transmissions which cross local calling area boundaries constitute Exchange Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access, and intrastate access). The Parties agree to abide by an

effective and applicable FCC and/or state commission rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any, in accordance with Section 4 of this Agreement.

- 55.7. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 55.8. TCG will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Sprint may request TCG's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Sprint. Should the documentation indicate that the factor should be changed, the parties agree that it shall be retroactive for one quarter prior to the quarter being reviewed. If the documentation indicates it is warranted, such change may apply back to the effective date of the last review, but in no event shall the change be retroactive beyond a maximum of six months. For non-Local Traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. TCG will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

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

56. SIGNALING NETWORK INTERCONNECTION

- 56.1. Sprint will offer interconnection to its signaling transfer points (STPs) for TCG switches which connect to Sprint's STPs via "A" links or for TCG's "B" or "D" links which are dedicated to the transport of signaling for local interconnection.
- 56.2. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 56.3. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, TCG will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 56.4. Where TCG is unwilling to utilize an alternate interconnection protocol, TCG will

provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between TCG and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, TCG, or Sprint internal customer demand for 64K CCC trunks.

56.5. Signaling Systems

56.5.1. Signaling Link Transport

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

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

56.5.2. Signaling Transfer Points (STPs)

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

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

56.6.1. Sprint local switching or Tandem Switching;

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

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

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

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

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

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

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

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

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

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

57. TRUNK FORECASTING

- 57.1. TCG shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Sprint shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by TCG to Sprint twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:
- 57.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
 - 57.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
 - 57.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by TCG that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
 - 57.1.4. Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.
- 57.2. TCG shall provide an updated trunk forecast when ordering or requesting additional trunks from Sprint anytime after the initial trunk implementation.
- 57.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 57.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by TCG and Sprint.
- 57.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
- 57.5.1. In the event that TCG over-forecasts its trunking requirements by twenty percent (20%) or more, and Sprint acts upon this forecast to its detriment,

Sprint may recoup any actual and reasonable expense it incurs.

57.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.

57.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

57.6. Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a TCG end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).

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

58. NETWORK MANAGEMENT

58.1. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. TCG and Sprint will immediately notify each other of any protective control action planned or executed.

58.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

58.3. Mass Calling. TCG and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

59. USAGE MEASUREMENT

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

59.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

59.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.

59.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

60. TRANSIT TRAFFIC

60.1. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by TCG or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.

60.2. To the extent network and intercarrier compensation arrangements exist with all necessary parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Sprint tandem, Sprint will provide Transit Services for TCG's connection of its end user to a local end user of: (1) TCGs, (2) an ILEC other than Sprint, (3) IXCs, and (4) other CMRS carriers.

60.3. Terms and Conditions

60.3.1. Each Party acknowledges that a third-party LEC may block transit traffic. To the extent the originated Party's traffic is blocked by a third party, the transiting Party shall have no obligation to resolve the dispute. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party.

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

connection, Sprint may seek relief pursuant to the Dispute Resolution provisions.

60.4. Payment Terms and Conditions

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

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

60.5. Billing Records and Exchange of Data

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

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

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

61. INDIRECT TRAFFIC

61.1. Interconnection

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

61.2. Exchange Of Traffic

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

61.3. Compensation for Indirect Traffic

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

- 61.3.1.1. Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.
- 61.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

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

62. RESPONSIBILITIES OF THE PARTIES

- 62.1. Sprint and TCG will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.
- 62.2. TCG and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

62.3. TCG and Sprint shall:

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

PART G - LOCAL NUMBER PORTABILITY

63. INTRODUCTION

63.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum Guidelines. To the extent consistent with the FCC and Industry Guidelines as amended from time to time, the requirements for LNP shall include the following:

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

64. TESTING

64.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to

testing.

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

65. ENGINEERING AND MAINTENANCE

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

66. E911/911

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

67. BILLING FOR PORTED NUMBERS

- 67.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other,

the parties agree that the party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.

- 67.2. Non-Payment. Customers lose the right to the ported telephone number upon suspension of service. Sprint will not port telephone numbers of customers whose service has been suspended.

PART H - LINE SHARING

68. LINE SHARING

68.1. General Terms

68.1.1. Under this Agreement, Sprint will not provide access to the HFPL for line sharing by TCG except pursuant to the following terms and conditions.

68.1.2. For HFPLs that are in service prior to October 2, 2003, Sprint will continue to bill HFPL at the rate that was effective for that arrangement on October 2, 2003 as long as that HFPL remains in service to the particular TCG end-user premises.

68.1.3. For HFPL ordered October 2, 2003 to October 1, 2004 and remaining in service to the particular TCG end-user premises during the period October 2, 2004 and October 1, 2005, the rate billed for HFPL will be 50% of the xDSL capable UNE Loop rate found in Table 1.

68.1.4. For HFPL ordered October 2, 2003 to October 1, 2004 and remaining in service to the particular TCG end-user premises during the period October 2, 2005 and October 1, 2006, the rate billed for HFPL will be 75% of the xDSL capable UNE Loop rate found in Table 1.

68.1.5. After October 1, 2006, TCG must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

68.2. Sprint Line Sharing provided HFPL to TCG only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.

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

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

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

68.4.2. TCG agrees to pay any additional ordering charges associated with the

conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).

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

68.6. Deployment and Interference

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

68.6.2. For any technology, TCG represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plant, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue service if TCG violates this provision. The termination of service will be limited to TCG's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, TCG demonstrates that their use of the network element is not the cause of the network harm.

PART I – CALL RELATED DATABASES

69. CALL-RELATED DATABASES

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

69.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Sprint's CNAM Database by TCG and TCG's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. TCG will not capture, cache, or store any information contained in a CNAM response.

69.1.2. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from TCG's switch. Use of Sprint's Toll Free Database by TCG and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

69.1.3. Local Number Portability Local Routing Query Service. TCAP messages originated by TCG's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to TCG so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.

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

69.1.3.2. Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User

Agreement with Lockheed, or otherwise, or any charges assessed directly against TCG as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to TCG or the NPAC for any of these fees or charges applicable to TCG, even though it may pay such charges for other Sprint companies.

PART J - GENERAL BUSINESS REQUIREMENTS

70. PROCEDURES

70.1. Contact with End Users

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

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

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

70.2. Expedite and Escalation Procedures

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

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

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

70.4. Service Offerings

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

71. ORDERING AND PROVISIONING

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

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

71.2.3. Sprint shall provide, as requested by TCG, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet end user demand.

71.3. Street Index Guide (SIG). Within thirty (30) Days of TCG's written request, Sprint shall provide to TCG the SIG data in the National Emergency Number Association Two (NENA2) format. A CDROM containing the SIG data will be shipped to TCG's designated contact on a monthly basis until the request is cancelled.

71.4. CLASS and Custom Features. Where generally available in Sprint's serving area, TCG, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.

71.5. Number Administration/Number Reservation

- 71.5.1. Sprint shall provide testing and loading of TCG's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide TCG with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with TCG. When TCG uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to TCG, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.
- 71.5.2. In conjunction with an order for service, Sprint shall accept TCG orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by TCG.
- 71.5.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of TCG's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

71.6. Service Order Process Requirements

71.6.1. Service Migrations and New Subscriber Additions

- 71.6.1.1. For resale services, other than for an TCG order to convert "as is" an TCG subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to TCG service without prior TCG agreement.
- 71.6.1.2. For services provided through UNEs, Sprint shall recognize TCG as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and TCG will work cooperatively to minimize service interruptions during the conversion.
- 71.6.1.3. Unless otherwise directed by TCG and when technically capable, when TCG orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- 71.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are

readily available, and TCG will agree on a scheduled conversion time, which will be a designated time period within a designated date.

71.6.1.5. Any request made by TCG to coordinate conversions after normal working hours, or on Saturdays or Sundays or Sprint holidays shall be performed at TCG's expense.

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

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

71.6.3. Due Date

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

71.6.3.2. Sprint shall use reasonable efforts to complete orders by the TCG requested DDD within agreed upon intervals.

71.6.4. Subscriber Premises Inspections and Installations

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

71.6.4.2. Sprint shall provide TCG with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers. The

parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

71.6.5. Firm Order Confirmation (FOC)

71.6.5.1. Sprint shall provide to TCG, a Firm Order Confirmation (FOC) for each TCG order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

71.6.5.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.

71.6.5.3. Sprint shall provide to TCG the date that service is scheduled to be installed.

71.6.6. Order Rejections

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

71.6.7. Service Order Changes

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

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

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

71.7. Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.

71.8. Service Suspensions/Restorations. Upon TCG's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale

service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

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

71.10. Specific Unbundling Requirements. TCG may order and Sprint shall provision unbundled Network Elements. However, it is TCG's responsibility to combine the individual network elements should it desire to do so.

71.11. Systems Interfaces and Information Exchanges

71.11.1. General Requirements

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

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

71.11.1.3. If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of TCG to retrieve their response(s) from the server.

71.11.1.4. It is the responsibility of TCG to provide Sprint with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.

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

71.11.2.1. The preordering Electronic Interface includes the provisioning of CPNI from Sprint to TCG. The Parties agree to execute a LOA agreement with the Sprint end user prior to requesting CPNI for that Sprint end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC

and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.

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

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

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

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

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

71.11.2.7. If TCG and Sprint do not agree that TCG requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

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

- 71.12.1. to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
 - 71.12.1.1. to schedule dispatch and installation appointments at Parity.
 - 71.12.1.2. to access Sprint subscriber information systems which will allow TCG to determine if a service call is needed to install the line or service at Parity.
 - 71.12.1.3. to access Sprint information systems which will allow TCG to provide service availability dates at Parity.
 - 71.12.1.4. transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

71.13. Standards

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

72. BILLING

- 72.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify TCG of any deviations to the standards.
- 72.2. Sprint shall bill TCG for each service supplied by Sprint to TCG pursuant to this Agreement at the rates set forth in this Agreement.
- 72.3. Sprint shall provide to TCG a single point of contact for interconnection and collocation at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 72.4. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

- 72.4.1. Subject to the terms of this Agreement, TCG shall pay Sprint within thirty (30) Days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.
- 72.5. Bill disputes shall not be submitted by either party for any charge on or after one (1) year following the bill date of the bill on which the charge first appears. Notwithstanding this limitation, both parties recognize that situations exist that may require that a dispute be submitted beyond the one year limit. These exceptions include charges for jointly provided services for which meet point billing guidelines require either Party to rely on records from a third Party, and charges which are incorrectly billed due to error or omission of TCG-provided data, such as PLU or PIU factors or other ordering data.
- 72.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the Dispute Resolution procedures set forth in Part B of this Agreement.
- 72.7. Sprint will assess late payment charges to TCG in accordance with Part B, Section 7.4 of this Agreement.
- 72.8. Sprint shall credit TCG for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 72.9. Where Parties have established interconnection, Sprint and TCG agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and TCG will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and TCG agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).
- 72.9.1. Sprint will bill TCG for message provisioning and, if applicable, data tape charges related to exchange access records. Sprint will bill TCG for the records at the rates on Table One. If TCG requests additional copies of the monthly invoice, Sprint may also bill TCG for the additional copies.
- 72.10. Revenue Protection. Sprint shall make available to TCG, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS),

additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

73. PROVISION OF USAGE DATA

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

73.2. General Procedures

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

- 73.2.9. Sprint shall provide a single point of contact to respond to TCG call usage, data error, and record transmission inquiries.
- 73.2.10. Sprint shall provide TCG with a single point of contact and remote identifiers (IDs) for each sending location.
- 73.2.11. TCG shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
- 73.2.12. Sprint shall bill and TCG shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

73.3. Charges

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

73.4. Central Clearinghouse and Settlement

- 73.4.1. Sprint and TCG shall agree upon Clearinghouse and Incollect/Outcollect procedures.
- 73.4.2. Sprint shall settle with TCG for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under

separately negotiated settlement arrangements.

73.5. Lost Data

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

settlement shall be negotiated.

73.6. Testing, Changes and Controls

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

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

73.6.3. Sprint Software Changes

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

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

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

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

73.6.4. TCG Requested Changes:

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

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

73.7. Information Exchange and Interfaces

73.7.1. Product/Service Specific. Sprint shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

73.7.2. Rejected Recorded Usage Data

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

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

74. GENERAL NETWORK REQUIREMENTS

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

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

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

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

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

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

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

75. MISCELLANEOUS SERVICES AND FUNCTIONS

75.1. General

- 75.1.1. To the extent that Sprint does not provide the services described in this

Section 75 to itself, TCG must contract directly with the service provider for such services.

75.1.2. Basic 911 and E911 General Requirements

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

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

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

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

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

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

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

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

75.1.3. The following are Basic 911 and E911 Database Requirements

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

- 75.1.3.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.
- 75.1.3.3. TCG shall be solely responsible for providing TCG database records to Sprint for inclusion in Sprint's ALI database on a timely basis.
- 75.1.3.4. Sprint and TCG shall arrange for the automated input and periodic updating of the E911 database information related to TCG end users. Sprint shall work cooperatively with TCG to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format.
- 75.1.3.5. TCG shall assign an E911 database coordinator charged with the responsibility of forwarding TCG end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. TCG assumes all responsibility for the accuracy of the data that TCG provides to Sprint.
- 75.1.3.6. TCG shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from TCG. If Sprint detects an error in the TCG provided data, the data shall be returned to TCG within two (2) business days from when it was provided to Sprint. TCG shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 75.1.3.7. Sprint agrees to treat all data on TCG subscribers provided under this Agreement as confidential and to use data on TCG subscribers only for the purpose of providing E911 services.

75.2. Directory Listings Service Requests

- 75.2.1. These requirements pertain to Sprint's Listings Service Request process that enables TCG to (a) submit TCG subscriber information for inclusion in Directory Listings databases; (b) submit TCG subscriber information for inclusion in published directories; and (c) provide TCG subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.
- 75.2.2. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory

Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which TCG can place an order with a single point of contact within Sprint.

- 75.2.3. Sprint will provide to TCG the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:
 - 75.2.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to TCG.
 - 75.2.3.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to TCG.
 - 75.2.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to TCG.
 - 75.2.3.4. To ensure accurate order processing, Sprint or its directory publisher shall provide to TCG the following information, with updates promptly upon changes:
 - 75.2.3.5. A matrix of NXX to central office;
 - 75.2.3.6. Geographical maps if available of Sprint service area;
 - 75.2.3.7. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
 - 75.2.3.8. Listing format rules;
 - 75.2.3.9. Standard abbreviations acceptable for use in listings and addresses;
 - 75.2.3.10. Titles and designations; and
 - 75.2.3.11. A list of all available directories and their Business Office close dates
- 75.2.4. Based on changes submitted by TCG, Sprint shall update and maintain directory listings data for TCG subscribers who:
 - 75.2.4.1. Disconnect Service;
 - 75.2.4.2. Change CLEC;

- 75.2.4.3. Install Service;
 - 75.2.4.4. Change any service which affects DA information;
 - 75.2.4.5. Specify Non-Solicitation; and
 - 75.2.4.6. Are Non-Published, Non-Listed, or Listed.
- 75.2.5. Sprint shall not charge for storage of TCG subscriber information in the DL systems.
- 75.2.6. TCG shall not charge for storage of Sprint subscriber information in the DL systems.
- 75.3. Directory Listings General Requirements. TCG acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. TCG acknowledges that for an TCG subscriber's name to appear in a directory, TCG must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist TCG in obtaining an agreement with the directory publisher that treats TCG at Parity with the publisher's treatment of Sprint.
- 75.3.1. This Section 75.3 pertains to listings requirements published in the traditional white pages.
 - 75.3.2. Sprint shall include in its master subscriber system database all white pages listing information for TCG subscribers in Sprint territories where TCG is providing local telephone exchange services and has submitted a DSR.
 - 75.3.3. Sprint agrees to include one basic White pages listing for each TCG customer located within the geographic scope of its White Page directories, at no additional charge to TCG. A basic White Pages listing is defined as a customer name, address and either the TCG assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of TCG customers will be interfiled with listings of Sprint and other LEC customers.
 - 75.3.4. TCG agrees to provide TCG customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide TCG with the appropriate format for provision of TCG customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
 - 75.3.5. Sprint agrees to provide White Pages database maintenance services to TCG. TCG will be charged a Service Order entry fee upon

submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

- 75.3.6. TCG customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to TCG customers.
- 75.3.7. In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for TCG to offer for resale to TCG's customers.
- 75.3.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to TCG customers within Sprint's service territory at no additional charge to TCG. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other TCG customers.
- 75.3.9. Sprint agrees to include critical contact information pertaining to TCG in the "Information Pages" of those of its White Pages directories containing information pages, if TCG meets criteria established by its directory publisher. Critical contact information includes TCG's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. TCG will not be charged for inclusion of its critical contact information. The format, content and appearance of TCG's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 75.3.10. Sprint will accord TCG customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to TCG customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to TCG that contains customer listings of both Sprint and TCG will not be deemed a violation of this confidentiality provision.
- 75.3.11. Sprint will sell or license TCG's customer listing information to

any third parties unless TCG submits written requests that Sprint refrain from doing so. Sprint and TCG will work cooperatively to share any payments for the sale or license of TCG customer listing information to third parties. Any payments due to TCG for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The parties acknowledge that the release of TCG's customer listing to Sprint's directory publisher will not constitute the sale or license of TCG's customer listing information causing any payment obligation to arise pursuant to this Section 75.3.11.

75.4. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with TCG which will address other directory services desired by TCG as described in this Section 75.4. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this Section 75.4 are not binding upon Sprint's directory publisher.

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

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

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

75.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 75.3.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

75.4.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

75.5. Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to

the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

75.6. Systems Interfaces and Exchanges

75.6.1. Directory Assistance Data Information Exchanges and Interfaces

75.6.1.1. Subscriber List Information

75.6.1.2. Sprint shall provide to TCG, at TCG's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to TCG pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

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

75.7. Listing Types

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

PART K - REPORTING STANDARDS

76. GENERAL

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

PART K – COLLOCATION

77. SCOPE OF COLLOCATION TERMS

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

78. TERMINATION OF COLLOCATION SPACE

- 78.1. TCG may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to Sprint. Upon termination of such occupancy, TCG at its expense shall remove its equipment and other property from the Collocation Space. TCG shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of TCG's Guests; provided, however, that TCG shall continue payment of monthly fees to Sprint until such date as TCG has fully vacated the Collocation Space. TCG will surrender the Collocation Space to Sprint in the same condition as when first occupied by TCG, except for ordinary wear and tear.
- 78.2. TCG shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 78.3. Upon termination of TCG's right to possession of a Collocation Space, TCG shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of TCG or TCG's Guest at TCG's expense and with no liability for damage or injury to TCG's property.
- 78.4. Should Sprint under any section of this Agreement remove any of TCG's equipment from its collocation space, Sprint will deliver to TCG any equipment removed by Sprint only upon payment by TCG of the cost of removal, storage and delivery, and all other amounts

due Sprint under this Agreement. Should TCG fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to TCG's occupancy in the Collocation Space, including any other remedy provided in this Agreement.

- 78.5. TCG shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.
- 78.6. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide Telecommunications Services to its end user customers. In such cases, Sprint will reimburse TCG for reasonable direct costs and expenses in connection with such reclamation.
- 78.7. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require TCG to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

79. COLLOCATION OPTIONS

- 79.1. Sprint will offer Collocation Space to allow TCG to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, TCG must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 79.2. Sprint will authorize the enclosure of TCG's equipment and facilities at TCG's option. Sprint will provide guidelines and specifications upon request. Based on TCG's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At TCG's option, Sprint will permit TCG to arrange with a third party vendor to construct a Collocation Arrangement enclosure at TCG's sole expense. TCG's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill TCG directly for all work performed for TCG and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. TCG must provide the local Sprint building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Sprint will not access TCG's locked enclosure prior to notifying TCG and obtaining authorization.

79.2.1. Sprint has the right to review TCG's plans and specifications prior

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

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

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

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

79.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.

79.4. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Sprint will decide the location, subject to zoning or other state and local regulations and future use by Sprint or other requesting Telecommunications Carriers pursuant to an application submitted under Section 81.

79.4.1. TCG will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure

(i.e. racking, conduits, etc.) to the Sprint point of interconnection. Should TCG elect such an option, TCG must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.

79.4.2. Sprint maintains the right to review TCG's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of TCG. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Sprint may require TCG to correct any deviations from approved plans found during such inspection(s).

79.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, TCG may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's.

79.4.4. Subject to TCG being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the TCG to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event TCG chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Sprint Premises.

79.5. To the extent possible, Sprint will provide TCG with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

79.6. Sprint will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.321).

79.6.1. TCG may lease to Sprint, at no cost to Sprint, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.

79.6.2. Virtually collocated equipment shall be purchased by TCG. Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of TCG's equipment, arrangement or facilities.

79.6.3. Sprint will install, maintain, and repair TCG's collocated equipment within the same time periods and with failure rates that are no

greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties. The following services are not covered by this Agreement:

- 79.6.3.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;
 - 79.6.3.2. service of attached, related, collateral or ancillary equipment or software not covered by this Section;
 - 79.6.3.3. repairing damage caused to TCG's collocated equipment by persons other than Sprint, or its authorized contractors, or
 - 79.6.3.4. repairing damage to other property or equipment caused by operation of TCG's collocated equipment and not caused by the sole negligence of Sprint.
- 79.6.4. TCG warrants that Sprint shall have quiet enjoyment of the equipment. Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by TCG for the benefit of Sprint and TCG shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. TCG shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. TCG warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.
- 79.6.4.1. In the event Sprint's right to quiet enjoyment is breached, either by TCG's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Sprint may give written notice to TCG and all of Sprint's obligations relating to the affected equipment shall terminate immediately.
- 79.6.5. Sprint's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to TCG at rates on Table Two or as filed in a tariff and approved by the Commission.

80. DEMARCATION POINT

- 80.1. Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At TCG's request, Sprint will identify the location(s) of other possible demarcation points available to TCG, and TCG will designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to TCG's equipment that is available.

- 80.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 80.3. At TCG's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at TCG's option, serve as the demarcation point. If TCG elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to TCG at its equipment, at TCG's designated demarcation point. When TCG elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel.

81. APPLICATION PROCESS

- 81.1. Upon TCG's selection of a Premises in which it desires to collocate its Equipment, Sprint will provide a then current collocation application form (the "Application") to TCG. TCG will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in TCG's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.

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

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

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

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

- 81.2. If TCG wishes Sprint to consider multiple methods for collocation on a single Application, TCG will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If TCG provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would TCG be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Sprint will not select for TCG the type of collocation to be ordered.
- 81.3. Within ten (10) Days after receiving TCG's Application for collocation, Sprint will inform TCG whether the Application meets each of Sprint's established collocation standards. Should TCG submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, TCG shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs TCG that there is a deficiency in an Application, Sprint will provide sufficient detail so that TCG has a reasonable opportunity to cure each deficiency.
- 81.4. All revisions to an initial request for a Physical Collocation Arrangement submitted by TCG must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. TCG will be required to pay any applicable Application fees.
- 81.5. Sprint shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
- 81.5.1. Sprint will notify TCG in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
- 81.5.2. In order to increase the amount of space available for collocation, Sprint will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 81.6. After notifying TCG that Sprint has no available space for Physical Collocation in the requested Central Office ("Denial of Application"), Sprint will allow TCG, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Sprint within five (5) Days of the Denial of Application.
- 81.6.1. If TCG contests Sprint's notice that there is not sufficient space for Physical Collocation in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Sprint will not be required to conduct a review of floor space

availability in the same central office more frequently than once every six months.

- 81.6.2. On a first come, first serve basis, Sprint will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
- 81.6.3. Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if TCG has been denied Physical Collocation space at a Sprint Premises and challenges Sprint on space availability at said Premises, TCG will be given priority for space assignment if, as a result of the challenge, space is found to be available. TCG will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Sprint will advise TCG as to its position on the list.
- 81.6.4. If TCG's Application for Physical Collocation is denied due to lack of space, Sprint will place TCG on the waiting list for collocation in particular Premises according to the date TCG submitted its Application and not the date of denial for lack of space.
- 81.6.5. Sprint will maintain on its Website a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 81.7. Sprint will provide a price quote within thirty (30) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 81.8. TCG has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, TCG does not notify Sprint that physical collocation should proceed.
- 81.9. TCG will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If TCG makes changes to its Application in light of Sprint's written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, TCG's Application will be treated as a Revision.

81.10. Space preparation for the Collocation Space will not begin until Sprint receives the BFFO and all applicable fees, including all non-recurring charges required by Sprint at the time of the BFFO.

82. SPACE RESERVATION

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

83. PROVISIONING INTERVALS

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

84. CONSTRUCTION AND COMMENCEMENT OF BILLING

84.1. Sprint shall permit TCG or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such TCG subcontractor shall be subject to Sprint's security standards. Sprint reserves the right to reject any TCG subcontractor upon the same criteria that Sprint would use on its own subcontractors. TCG will notify Sprint in writing when construction of physical collocation space is complete.

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

84.3. To the extent Sprint performs the construction of the Physical Collocation Arrangement, Sprint shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to TCG's order must thereafter be approved by TCG.

The Parties acknowledge that TCG approved deviations may require additional construction time and may incur additional TCG expenses. TCG shall pay the incremental cost incurred by Sprint as the result of any Revision to the Collocation request. TCG will pay all applicable fees, including any nonrecurring charges required by Sprint, prior to Sprint commencing construction of the collocation space.

- 84.4. TCG will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Sprint to prepare the Collocation space for the installation of TCG's equipment and for extraordinary costs to maintain the Collocation space for TCG's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Sprint will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, TCG and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to TCG prior to commencing such work. Extraordinary costs will only be billed to TCG if such costs have been authorized by TCG. Sprint must advise TCG if extraordinary costs will be incurred.
- 84.5. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 84.6. Sprint will notify TCG when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Sprint will commence to correct any deviations to TCG's original or jointly amended requirements within five (5) Days after the walk through. If TCG does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, TCG will be deemed to have accepted the Collocation Space and billing will commence.
- 84.7. TCG must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. TCG will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

85. EQUIPMENT

- 85.1. TCG may only locate equipment necessary for interconnection to Sprint and accessing Sprint's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 C.F.R. 51.323(b-c).
- 85.2. TCG's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.
- 85.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in

Telcordia Network Equipment and Building Specifications (“NEBS”), but Sprint will not impose safety requirements on TCG that are more stringent than the safety requirements it imposes on its own equipment. If Sprint denies collocation of TCG’s equipment, citing safety standards, Sprint must provide to TCG within five (5) Business Days of the denial a list of all equipment that Sprint locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Sprint contends the competitor’s equipment fails to meet. In the event that Sprint believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that TCG’s equipment does not meet NEBS Level 1 safety requirements, TCG will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Sprint will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, TCG will not activate the equipment during the pendency of the dispute.

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

86. AUGMENTS AND ADDITIONS

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

87. USE OF COMMON AREAS

- 87.1. TCG, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of TCG at the Collocation Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet TCG's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas, as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, consistent with TCG's right to access its Collocation Space.
- 87.2. Sprint, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Sprint, for the non-exclusive use of TCG, Sprint and any other building occupant. TCG shall not waste or permit the waste of water.
- 87.3. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to TCG's Collocation Space. Sprint shall not be liable to TCG or any other party for loss of or damage to the Collocation Space or TCG equipment unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.

87.4. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which TCG has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by TCG's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

88. CO-CARRIER CROSS CONNECTION

88.1. Co-carrier cross-connects ("CCXCs") are connections between TCG and another collocated telecommunications carrier other than Sprint, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises, provided that the collocated equipment is also used for interconnection with Sprint and/or for access to Sprint's unbundled network elements. Sprint shall provide such CCXCs from TCG's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Sprint premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from TCG to another telecommunications carrier.

88.1.1. Sprint will provide such CCXCs for non-adjacent collocation arrangements at the expense of TCG per TCG's request. Sprint will provide connections between TCG's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of TCG and provisioned per TCG's order.

88.1.2. Sprint, at its sole discretion, shall permit TCG to self-provision CCXCs to interconnect its network with that of another adjacently collocated telecommunications carrier in the same Sprint premises without application.

88.1.3. In those cases where TCG's virtual and/or physical collocation space is adjacent in the central office, TCG may have the option, at Sprint's sole discretion, of using TCG's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Sprint's technical and safety standards.

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

89. RATES

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

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

module related options and POT bay-related options.

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

89.4. Facility Modifications

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

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

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

89.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

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

90. SPRINT SERVICES AND OBLIGATIONS

90.1. Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by TCG to Sprint in its Application which TCG hereby represents to Sprint is sufficient to allow

TCG equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

- 90.1.1. If TCG locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by TCG's equipment or facilities shall be paid by TCG to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.
- 90.2. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to TCG pursuant to this Section is insufficient to support the activity being carried on by TCG in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide TCG with additional electricity and TCG shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to TCG's Collocation Space. TCG shall also pay for additional electricity provided via these circuits.
 - 90.2.1. TCG covenants and agrees that Sprint shall not be liable or responsible to TCG for any loss, damage or expense which TCG may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for TCG's requirements.
 - 90.2.2. TCG agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the TCG's equipment shall not exceed the requested capacity.
 - 90.2.3. Central office power supplied by Sprint into the TCG equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated TCG equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of TCG equipment. The termination location shall be as agreed by the parties.
 - 90.2.4. Sprint shall provide power as requested by TCG to meet TCG's need for placement of equipment, interconnection, or provision of service.
 - 90.2.5. Sprint power equipment supporting TCG's equipment shall:
 - 90.2.5.1. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and

physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;

90.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for TCG equipment, or, at minimum, at parity with that provided for similar Sprint equipment;

90.2.5.3. Provide, upon TCG's request and at TCG's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) TCG traffic;

90.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of TCG equipment plus or minus 2 feet to the left or right of TCG's final request; and

90.2.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for TCG's equipment in accordance with TCG's collocation request.

90.2.6. Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;

90.2.7. Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

90.2.8. Sprint will provide TCG with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to TCG equipment located in Sprint facility. Sprint shall provide TCG immediate notification by telephone of any emergency power activity that would impact TCG's equipment.

90.3. Subject to the provisions of Section 90.3.3 hereof, Sprint may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Sprint shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

90.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.

90.3.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and TCG hereby agrees to provide Sprint and Sprint's insurance carriers access to the Collocation Space for purposes of

such inspections, via pass key or otherwise. Sprint agrees to provide TCG with notice of its intent to access TCG's Collocation Space where, in Sprint's sole discretion, such notice is practicable; provided, however, that no failure of Sprint to give such notice will affect Sprint's right of access or impose any liability on Sprint. Sprint will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of TCG, its employees, agents or invitees, in which case TCG shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, TCG shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of TCG's act or omission. TCG shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if TCG is aware of damage to the fire protection systems it shall promptly notify Sprint.

90.3.3. TCG is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Sprint is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Sprint, its officers, agents or employees.

90.4. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Sprint's normal business practices.

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

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

TCG shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

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

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

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

90.6.1. No such interruption of service shall be deemed an eviction or disturbance of TCG's use of the Collocation Space or any part thereof, or render Sprint liable to TCG for damages, by abatement of TCG Fees or otherwise, except as set forth in the Tariff, or relieve TCG from performance of its obligations under this Agreement. TCG hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.

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

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

90.7.2. To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person

at any time from the Collocation Space or the Premises. Sprint is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, unless the damage is the result of gross negligence or willful misconduct on the part of Sprint.

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

90.8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. TCG hereby waives any claim for damage, injury, interference with TCG's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Sprint.

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

91. TCG'S OBLIGATIONS

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

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

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

- 91.2.2. TCG will supply to Sprint the completed access form for employees or approved vendors who require access to the Premises. Sprint may reasonably deny access to any person into the building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint. Sprint may issue security cards, codes, or keys to TCG's listed employees or vendors where such systems are available and their use by TCG will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.
- 91.2.3. TCG is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. TCG will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.
- 91.2.4. In the event that a key is lost, TCG is responsible for costs associated with recoring locks and reissuing keys to Sprint and other parties authorized to access the Premise.
- 91.2.5. TCG's employees, agents, invitees and vendors must display identification cards at all times.
- 91.2.6. TCG will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
- 91.2.7. Removal of all furniture, equipment or similar articles will be based on local Sprint security practices. These security practices will not be more stringent for TCG than Sprint requires for its own employees or Sprint's contractors.
- 91.2.8. Before leaving the Collocation Space unattended, TCG shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from TCG's failure to do so shall be the responsibility of TCG. TCG will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from TCG's failure to comply with this section.
- 91.2.9. TCG agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to TCG, to TCG personnel while on Sprint Premises. While such escort shall not be a requirement to TCG's entry into the Building, TCG must allow the security escort to accompany TCG personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.

- 91.2.10. TCG shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Sprint. TCG shall promptly update this information as changes occur.
- 91.3. TCG will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in TCG facility. TCG shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 91.4. TCG shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Sprint premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 91.5. TCG shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 91.6. TCG shall provide Sprint with written notice three (3) Business Days prior to those instances where TCG or its subcontractors perform work, which is to be a known service affecting activity. TCG will inform Sprint by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after TCG learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.
- 91.7. TCG may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by TCG and at TCG's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.
- 91.8. TCG shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that TCG may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
- 91.8.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of TCG in general is located, such changes, modifications, or additions shall be made by Sprint and TCG shall reimburse Sprint for the cost thereof in the same proportion as the size of TCG's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 91.9. TCG shall identify and shall notify Sprint in writing of any Hazardous Materials TCG may bring onto the Premises, and will provide Sprint copies of any inventories or other

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

- 91.9.1. TCG shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.
- 91.9.2. If Sprint discovers that TCG has brought onto Sprint's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Sprint may, at Sprint's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. TCG shall be responsible for, without cost to Sprint, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. TCG shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, TCG shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.
- 91.9.3. TCG shall indemnify and hold harmless Sprint, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Sprint or asserted against Sprint by any other party or parties (including, without limitation, Sprint's employees and/or contractors and any governmental entity) arising out of, or in connection with, TCG's use, storage or disposal of Hazardous Materials.
- 91.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the

Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

- 91.10. TCG shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. TCG shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.
- 91.10.1. TCG shall not exceed the Uniformly Distributed Live Load Capacity. Sprint shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. TCG agrees to provide Sprint with equipment profile information prior to installation authorization.
- 91.10.2. TCG shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Sprint.
- 91.10.3. TCG shall not use the name of the Building or Sprint for any purpose other than that of the business address of TCG, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.
- 91.10.4. TCG shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Sprint.
- 91.10.5. TCG shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any

way, any passageway, exit, stairway, elevator, or shipping platform. TCG shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

91.10.6. TCG shall not, without the prior written consent of Sprint install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

91.10.7. TCG shall not use the Collocation Space for housing, lodging or sleeping purposes.

91.10.8. TCG shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.

91.10.9. TCG shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.

91.11. TCG, its employees, agents, contractors, and business invitees shall:

91.11.1. comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and

91.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.

91.12. TCG shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of TCG.

91.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be

performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. TCG shall permit Sprint to inspect all construction operations within the Collocation Space.

91.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of TCG or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require TCG to remove such fixtures and installations, alterations or additions at TCG's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

91.12.3. All fixtures and other equipment to be used by TCG in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.

91.13. Fireproofing Policy. TCG shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Sprint. If TCG desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of TCG. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Sprint's fireproofing policy, any penetrations by TCG, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by TCG with Sprint-approved fire barrier sealants, or by Sprint at TCG's cost.

91.14. Equipment Grounding. TCG equipment shall be connected to Sprint's grounding system.

91.15. Representations and Warranties. TCG hereby represents and warrants that the information provided to Sprint in any Application or other documentation relative to TCG's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that TCG has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

92. BUILDING RIGHTS

92.1. Sprint may, without notice to TCG:

92.1.1. Change the name or street address of the Premises;

92.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

92.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;

92.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding TCG's safes;

92.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;

92.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at TCG's sole risk and responsibility;

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

92.1.8. Do or permit to be done any work in or about the Collocation Space or the

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

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

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

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

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

93. INSURANCE

93.1. During the term of this Agreement, TCG shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:

93.1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;

93.1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;

93.1.3. Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and

93.1.4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as

additional insured; and

- 93.1.5. "All Risk" property insurance on a full replacement cost basis insuring TCG's property situated on or within the Property, naming Sprint as loss payee. TCG may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur.
- 93.2. Nothing contained in this Section shall limit TCG's liability to Sprint to the limits of insurance certified or carried.
- 93.3. All policies required of the TCG shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.
- 93.4. TCG shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Sprint.
- 93.5. Sprint will carry not less than the insurance coverages and limits required of TCG.

94. INDEMNIFICATION

- 94.1. TCG shall indemnify and hold Sprint harmless from any and all claims arising from:
 - 94.1.1. TCG's use of the Collocation Space;
 - 94.1.2. the conduct of TCG's business or from any activity, work or things done, permitted or suffered by TCG in or about the Collocation Space or elsewhere;
 - 94.1.3. any and all claims arising from any breach or default in the performance of any obligation on TCG's part to be performed under the terms of this Agreement; and
 - 94.1.4. any negligence of the TCG, or any of TCG's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
- 94.2. If any action or proceeding is brought against Sprint by reason of any such claim, TCG, upon notice from Sprint, shall defend same at TCG's expense employing counsel satisfactory to Sprint.
- 94.3. TCG shall at all times indemnify, defend, save and hold harmless Sprint from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of TCG, or out of any work performed, material furnished, or obligations incurred by TCG in, upon or otherwise in connection with the Collocation Space. TCG shall give Sprint written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in

order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce TCG's liability under this Section.

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

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

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

95. LIMITATION OF LIABILITY

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

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

96. PARTIAL DESTRUCTION

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

96.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of TCG, its agents, employees, contractors, CLECs, customers or business invitees, unless Sprint otherwise elects, TCG's rights to

the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, TCG shall reimburse Sprint for the cost of such repairs, or TCG shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.

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

97. EMINENT DOMAIN

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

98. BANKRUPTCY

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

99. ASBESTOS

- 99.1. TCG is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and TCG is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). TCG agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that TCG's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. TCG shall not have responsibility or liability for any damages, expenses,

costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from TCG's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide TCG reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect TCG's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.

100. MISCELLANEOUS

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

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

SPRINT

**TCG Delaware Valley, Inc. and
TCG Pittsburgh, Inc.**

Date: _____

Date: _____

By: _____

By: _____

William E. Cheek
(Printed Name)

Stephen G. Huels
(Printed Name)

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

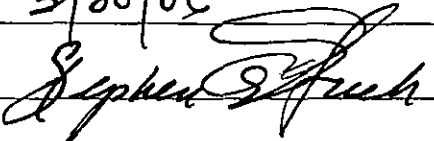
SPRINT

**TCG Delaware Valley, Inc. and
TCG Pittsburgh, Inc.**

Date: 3/24/06

Date: 3/20/06

By: 

By: 

William E. Cheek
(Printed Name)

Stephen G. Huels
(Printed Name)

President-Wholesale Markets

Region Vice President

(Title)

Global Access Management

(Title)

Table One

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY	PENNSYLVANIA		1/26/2006
MRC	NRC		MRC	NRC	
		RESALE DISCOUNTS	MRC	NRC	
		Other than Operator / DA	10.87%		
		Op Assist / DA	15.26%		
		USAGE/FIELD CHARGES	MRC	NRC	
UF01		Message Provisioning, per message	\$0.00307		
UF02		Data Transmission, per message	\$0.00000		
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)			\$18.00
		OTHER CHARGES	MRC	NRC	
	UP026	Temporary Suspension of Service for Resale - SUSPEND			\$0.00
	UP027	Temporary Suspension of Service for Resale - RESTORE			\$21.00
	UP028	PIC Change Charge, per change			Per Tariff
	DA030	Operator Assistance / Directory Assistance Branding			ICB
		UNE LOOP TAG & LABEL / RESALE TAG & LABEL	MRC	NRC	
	OC013	Tag and Label on a reinstall loop or an existing loop or resale			\$9.73
		TRIP CHARGE	MRC	NRC	
	OC003	Trip Charge			\$20.22
		RATE ELEMENT			
		SERVICE ORDER / INSTALLATION / REPAIR	MRC	NRC	
	SO001	Manual Service Order NRC			\$17.42
	SO002	Manual Service Order - Listing Only			\$17.42
	SO003	Manual Service Order - Change Only			\$17.42
	SO004	Electronic Service Order (IRES)			\$9.63
	SO005	Electronic Service Order - Listing Only			\$9.63
	SO006	Electronic Service Order - Change Only			\$9.63
	OC008	2-Wire Loop Cooperative Testing			\$42.61
	OC009	4-Wire Loop Cooperative Testing			\$52.34
	OC010	Trouble Isolation Charge			\$64.04
	OC016	Change Telephone Number, per change			\$9.63
	OC017	LNP Coordinated Conversion - Lines 1 -10			\$70.25
	OC018	LNP Coordinated Conversion - Each additional line			\$4.38
	OC023	LNP Conversion - 10 Digit Trigger			\$0.00
		UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)			

	OC021	DS1 Loop, per circuit		\$94.91
	OC021	DS1 Transport, per circuit		\$94.91
	OC022	DS3 Loop, per circuit		ICB
	OC022	DS3 Transport, per circuit		ICB
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		PRE-ORDER LOOP QUALIFICATION	MRC	NRC
	PQ001	Loop Make-Up Information		\$10.70
		LOOPS (RATES INCLUDE INID CHARGE)	MRC	NRC
		2-Wire Analog		
AA013		Band 1	\$30.30	
AA014		Band 2	\$52.13	
AA015		Band 3	\$84.24	
	AA002	First Line		\$86.48
	AA003	Second Line and Each Additional Line (same time)		\$24.68
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$42.30
	AA005	Disconnect		\$46.55
		4-Wire Analog		
AA017		Band 1	\$59.30	
AA018		Band 2	\$102.82	
AA019		Band 3	\$166.67	
	AA008	First Line		\$103.18
	AA009	Second Line and Each Additional Line (same time)		\$41.38
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$57.40
	AA011	Disconnect		\$46.55
		2-Wire xDSL - Capable Loop		
AA013		Band 1	\$30.30	
AA014		Band 2	\$52.13	
AA015		Band 3	\$84.24	
	DX009	First Line		\$88.53
	DX002	Second Line and Each Additional Line (same time)		\$26.73
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$42.30
	DD004	Disconnect		\$46.55
		4-Wire xDSL - Capable Loop		
DX010		Band 1	\$56.22	
DX011		Band 2	\$99.74	
DX012		Band 3	\$163.59	
	DX014	First Line		\$107.28
	DX015	Second Line and Each Additional Line (same time)		\$45.46
	DX016	Re-install (Cut Thru and Dedicated/Vacant)		\$57.40
	DX017	Disconnect		\$46.55

		2-Wire Digital Loop		
AA013		Band 1	\$30.30	
AA014		Band 2	\$52.13	
AA015		Band 3	\$84.24	
	DD002	First Line		\$88.53
	DD003	Second Line and Each Additional Line (same time)		\$26.73
	DD004	Disconnect		\$46.55
		2-Wire ISDN-BRI Digital Loop		
DD013		Band 1	\$46.07	
DD014		Band 2	\$77.75	
DD015		Band 3	\$131.09	
	DD002	First Line		\$88.53
	DD003	Second Line and Each Additional Line (same time)		\$26.73
	DD004	Disconnect		\$46.55
		4-Wire Digital Loop (no electronics)		
DD017		Band 1	\$59.30	
DD018		Band 2	\$102.82	
DD019		Band 3	\$166.67	
	DD006	First Line		\$107.26
	DD007	Second Line and Each Additional Line (same time)		\$45.46
	DD008	Disconnect		\$46.55
		Digital 56k/64k Loop		
DD021		Band 1	\$44.29	
DD022		Band 2	\$59.66	
DD023		Band 3	\$83.10	
	DD030	First Line		\$203.06
	DD031	Second Line and Each Additional Line (same time)		\$133.04
	DD004	Disconnect		\$46.55
		DS1 Service and ISDN PRI Loop		
DD025		Band 1	\$154.15	
DD026		Band 2	\$137.62	
DD027		Band 3	\$270.37	
	DD010	First Line		\$284.03
	DD011	Second Line and Each Additional Line (same time)		\$205.78
	DD008	Disconnect		\$46.55
		DS3 Service		
HC002	HC001	Add DS3 to existing fiber system	\$1,685.37	\$106.80
	HC003	Disconnect		\$18.19
		LOOP CONDITIONING	MRC	NRC

	LC001	Load Coil Removal for all Digital UNE and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$1.61
	LC002	Conditioning Engineering Charge - per loop		\$77.18
	LC003	Conditioning Trip Charge - per loop		\$24.04
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
	LC004	Unload cable pair, per Underground location		\$183.07
	LC005	Unload Add'l cable pair, UG same time, same location and cable		\$1.11
	LC006	Unload cable pair, per Aerial Location		\$75.72
	LC007	Unload Add'l cable pair, AE or BU, same time, location and cable		\$1.11
		Unload cable pair, per Buried Location		\$107.50
		Bridged Tap or Repeater Removal - Any Loop Length		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$183.37
	LC013	Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$1.42
	LC014	Remove Bridged Tap or Repeater, per Aerial Location		\$76.02
	LC015	Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$1.42
		Remove Bridged Tap or Repeater, per Buried Location		\$107.80
		SUB LOOPS (RATES INCLUDE NID/CHARGE)	MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Voice Grade and Digital Data Distribution		
	SB002	Band 1	\$21.58	
	SB003	Band 2	\$21.58	
	SB004	Band 3	\$21.58	
	SB010	First Line		\$92.33
	SB011	Second Line and Each Additional Line (same time)		\$30.53
	SB012	Disconnect		\$50.69
		4 Wire Voice Grade and Digital Data Distribution		
	SB006	Band 1	\$42.47	
	SB007	Band 2	\$42.47	
	SB008	Band 3	\$42.47	
	SB013	First Line		\$115.45
	SB014	Second Line and Each Additional Line (same time)		\$53.65
	SB015	Disconnect		\$50.69
		DEDICATED INTEROFFICE TRANSPORT	MRC	NRC
DT2	DT004	DS1	Refer to Dedicated Transport Tab	\$82.15
	DT005	DS1 Disconnect		\$18.19

			Refer to Dedicated Transport Tab	
DT3	DT007	DS3		\$82.15
	DT008	DS3 Disconnect		\$18.19
		MULTIPLEXING	MRC	NRC
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$209.29	\$82.15
	DT020	DS1-DS0 Disconnect		\$18.19
DT024	DT021	Multiplexing - DS3-DS1 (per DS3)	\$240.16	\$82.15
	DT022	DS3-DS1 Disconnect		\$18.19
		UNBUNDLED DARK FIBER	MRC	NRC
	DF007	Dark Fiber Application & Quote Preparation Charge Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		\$253.22
		Transport		
DF009		Interoffice, per foot per fiber - Statewide Average	\$0.0058	
		Additional Charges Applicable to Transport		
DF011		Fiber Patch Cord, per fiber	\$1.02	
DF012		Fiber Patch Panel, per fiber	\$1.03	
	DF003	Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$187.91
	OC011	Dark Fiber End-to-End Testing, Initial Strand		\$65.34
	OC012	Dark Fiber End-to-End Testing, Subsequent Strand		\$18.26
		EEL COMBINATIONS	MRC	NRC
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		RECIPROCAL COMPENSATION	MRC	NRC
		End Office - per MOU	Opt-In	N/A
		Tandem Switching - per MOU	Opt-In	N/A
		Shared Transport - per MOU	Opt-In	N/A
		FCC Ordered ISP-bound Traffic Termination Rates (per MOU) = \$0.0007	Opt-In	
		TRANSIT SERVICE	MRC	NRC
		Transit Service Charge - per MOU	\$0.006579	N/A
		DATABASE, available via contract or tariff	MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	

DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	
		OPERATOR SERVICES//DIRECTORY ASSISTANCE SERVICES	MRC	NRC
	DA002	Operator Services		Refer to Sprint Applicable Retail Tariff
	DA002	Directory Assistance Services		Refer to Sprint Applicable Retail Tariff
		DIRECTORY SERVICES	MRC	NRC
	DA002	Directory - Premium & Privacy Listings		Refer to Sprint Applicable Retail Tariff
		911 AND E911 TRANSPORT AND TERMINATION	MRC	NRC
DT2	DT004	911 and E911 Transport - DS1	Refer to Dedicated Transport Tab	\$82.15
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$209.29	\$82.15
DB011	DB007	DS0 911 Per Port (minimum of 2 DS0's required)	\$18.74	ICB
		STREET INDEX GUIDE	MRC	NRC
	DB008	SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00

LOOP BANDING		Pennsylvania
Exchange Name	CLLI	Band
Beford	BDFRPAXBDS0	1
Bldgsummt	BLRSPAXBRS1	1
Butler	BTLRPAXBDS0	1
Carlisle	CRLSPAXCDS0	1
Chambersbg	CHBGPAXCDS0	1
Columbi	CLMAPAXCDS0	1
Elizabethn	EZTWPAXEDS0	1
Evans City	EVCYPAXERS0	1
Fayetteville	FYVLPAXFRS1	1
Gettysburg	GTBGPAXGDS0	1
Greencastl	GNCSPAXGRS1	1
Hanover	HNVRPAXHDS0	1
Littlestn	LTTWPAXLRS1	1
Marietta	MRTTPAXMRS1	1
Marysville	MYVIPAXMRS1	1
Meridian	MRDNPAXMRS0	1
Mount Joy	MTJYPAXMRS1	1
Mountville	MTVLPAXMRS1	1
New Oxford	NWOXPAXNDS0	1
Nixon	NIXNPAXNRS0	1
Roaringspg	RRSPPAXRRS1	1
Shippensbg	SHIPPAXSDS0	1
Waynesboro	WYBOPAXWDS0	1
Belleville	BLVLPAXBRS1	2
Bewblomfld	NBFDPAxNRS1	2
Biglervl	BIGVPAXBRS1	2
Claysburg	CYBGPAXGRS1	2
Conoqnsng	CNQNPAxCRS0	2
Everett	EVRTPAxERS1	2
Fairfield	FRFDPAxFRS1	2
Harrisville	HRVLPAXHRS1	2
Howard	HWRDPAXHRS1	2
Marion	MARNPAxMRS1	2
Martinsbg	MRBGPAXMRS1	2
Mcalistrvl	MCLVPAxMRS1	2
Mconellstn	MNTWPAxMRS1	2
Mercerbg	MRCBPAxMRS1	2
Miffilntn	MFTWPAxMDS0	2
Mill Hall	MLHLPAXEDS0	2
Mthollyspg	MHSPPAxMRS1	2
Newport	NWPTPAxNDS0	2
Newville	NVLCPAxNRS1	2
Nuncannon	DNCNPAxDRS2	2
Orbisonia	ORBSPAxORS1	2
Parker	PRKRPAXPRS1	2
Petrolia	PTRLPAxPRS0	2
Prospect	PRSPPAxPRS0	2
Slipperykr	SLRKPAXSDS1	2
St Thomas	STTMPAXSRS1	2
Thompsonstn	TMTWPAxTRS1	2

W Sunbury	WSNBPAXWRS0	2
Williamsbg	WLBGPAXWRS1	2
Zion	ZIONPAXZRS1	2
Allensvl	ALVLPAXARS1	3
Bedfordvyl	BDVYPAXBRS1	3
Beechcreek	BCCKPAXBRS1	3
Blacktown	BLTWPAXBRS0	3
Blain	BLINPAXBRS1	3
Bruin	BRINPAXBRS0	3
Charlesvl	CLVLPAXCRS1	3
Chicora	CHCRPAXCRS0	3
Clearville	CLRVPAXCRS1	3
Dry Run	DYRNPAXDRS1	3
Eau Claire	EUCLPAXERS0	3
Emlenton	EMTNPAXERS1	3
Ewaterford	EWFRPAXERS1	3
Fishertown	FSTWPAXFRS1	3
Foxburg	FXBGPAXFRS1	3
Hopewell	HPWLPAXHRS1	3
Hyndam	HYNDPAXHRS1	3
Ickesburg	ICBGPAXIRS2	3
Liverpool	LVRPPAXLRS1	3
Loysburg	LYBGPAXLRS1	3
Loysville	LYSVPAXLRS1	3
Marklesbg	MKBBGPAXMRS1	3
Mconellsbg	MCBBGPAXMRS1	3
Millerstn	MLTWPAXMRS2	3
Newburg	NWBBGPAXNRS1	3
Nowashgtn	NWSHPAXNRS0	3
Osterburg	OSBBGPAXORS1	3
Plaingrove	PAGVPAXPRS2	3
Port Royal	PTRYPAXPRS1	3
Portersville	PTVLPAXPRS0	3
Reedsville	RDVLPAXRDS0	3
Richfield	RCFDPAXRRS1	3
Schellsbg	SCBBGPAXSRS1	3
Shade Gap	SHGPPAXSRS1	3
Three Spg	THSPPAXTRS1	3
Volant	VLNTPAXVRS2	3
York Spg	YRSPPAXYRS1	3

Rates: DEDICATED TRANSPORT RATE SUMMARY

Pennsylvania

Route (Exchange to Exchange)		Route (CLLI to CLLI)		Dedicated DS1 Rate	Dedicated DS3 Rate
Originating	Terminating	Originating	Terminating		
Allensville	Belleville	ALVLPAXARS1	BLVLPAXBRS1	\$852.04	\$23,597.15
Bedford	Bedford Valley	BDFRPAXBDS0	BDVYPAXBRS1	\$2,997.48	\$83,669.63
Bedford	Charlesville	BDFRPAXBDS0	CLVLPAXCRS1	\$1,913.28	\$53,312.06
Bedford	Everett	BDFRPAXBDS0	EV RTPAXERS1	\$336.86	\$8,197.61
Bedford	Fishertown	BDFRPAXBDS0	FSTWPAXFRS1	\$1,155.42	\$32,091.66
Bedford	Osterburg	BDFRPAXBDS0	OSBGPAXORS1	\$336.86	\$8,197.61
Bedford	Schellsburg	BDFRPAXBDS0	SCBGPAXRS1	\$608.74	\$16,784.67
Bedford Valley	Hyndman	BDVYPAXBRS1	HYNDPAXHRS1	\$6,140.17	\$171,404.32
Beech Creek	Howard	BCCKPAXBRS1	HWRDPAXHRS1	\$769.33	\$21,281.29
Beech Creek	Mill Hall	BCCKPAXBRS1	MLHLPAXEDS0	\$769.33	\$21,281.29
Belleville	Reedsville	BLVLPAXBRS1	RDVLPAXRDS0	\$852.04	\$23,597.15
Biglerville	Gettysburg	BIGVPAXBRS1	GTBGPAXGDS0	\$517.20	\$13,247.33
Biglerville	York Springs	BIGVPAXBRS1	YRSPAXYRS1	\$517.20	\$13,247.33
Blacktown	Plain Grove	BLTWPAXBRS1	PAGVPAXPRS0	\$791.92	\$21,913.71
Blacktown	Volant	BLTWPAXBRS1	VLNTPAXVRS0	\$791.92	\$21,913.71
Blain	Carlisle	BLINPAXBRS1	CRLSPAXCDS0	\$1,283.96	\$34,716.02
Blain	East Waterford	BLINPAXBRS1	EWFRPAXERS1	\$1,283.96	\$34,716.02
Blain	Loysville	BLINPAXBRS1	LYSVPAXLRS1	\$1,283.96	\$34,716.02
Blue Ridge Summit	Waynesboro	BLRSPAXBRS1	WYBOPAXWDS0	\$255.44	\$6,892.09
Bruin	Chicora	BRINPAXBRS0	CHCRPAXCRS0	\$957.47	\$25,574.57
Bruin	North Washington	BRINPAXBRS0	NWHPAXNRS0	\$957.47	\$25,574.57
Bruin	Parker	BRINPAXBRS0	PRKRPAXPRS0	\$957.47	\$25,574.57
Bruin	Petrolia	BRINPAXBRS0	PTRLPAXPRS0	\$957.47	\$25,574.57
Butler	Chicora	BTLRPAXBDS0	CHCRPAXCRS0	\$957.47	\$25,574.57
Butler	Connoquenessing	BTLRPAXBDS0	CNQNPA XCRS0	\$433.23	\$10,896.17
Butler	Meridian	BTLRPAXBDS0	MRDNPAXMRS0	\$433.23	\$10,896.17
Butler	Nixon	BTLRPAXBDS0	NIXNPAXNRS0	\$433.23	\$10,896.17
Butler	North Washington	BTLRPAXBDS0	NWHPAXNRS0	\$957.47	\$25,574.57
Butler	Petrolia	BTLRPAXBDS0	PTRLPAXPRS0	\$957.47	\$25,574.57
Butler	Portersville	BTLRPAXBDS0	PTVLPAXPRS0	\$1,224.25	\$34,018.98
Butler	Prospect	BTLRPAXBDS0	PRSPAXPRS0	\$1,224.25	\$34,018.98
Butler	Slippery Rock	BTLRPAXBDS0	SLRKPAXSDS0	\$617.48	\$16,200.86
Butler	West Sunbury	BTLRPAXBDS0	WSNBPA XWRS0	\$1,547.19	\$41,826.51
Carlisle	Columbia	CRLSPAXCDS0	CLMAPAXCDS0	\$284.55	\$6,914.94
Carlisle	Duncannon	CRLSPAXCDS0	DNCNPAXDRS1	\$1,037.80	\$27,563.36
Carlisle	Elizabethtown	CRLSPAXCDS0	EZTWPAXEDS0	\$284.55	\$6,914.94
Carlisle	Fayetteville	CRLSPAXCDS0	FYVLPAXFRS1	\$406.37	ICB
Carlisle	Greencastle	CRLSPAXCDS0	GNCSPAXGRS1	\$445.72	\$11,336.47
Carlisle	Loysville	CRLSPAXCDS0	LYSVPAXLRS1	\$455.03	\$11,506.06
Carlisle	McConnellsburg	CRLSPAXCDS0	MCBGPAXMRS1	\$628.45	\$16,452.98
Carlisle	Mifflintown	CRLSPAXCDS0	MFTWPAXMDS0	\$1,283.96	\$34,716.02
Carlisle	Mount Holly Springs	CRLSPAXCDS0	MHSPAXMRS1	\$332.94	\$9,062.39
Carlisle	Mount Joy	CRLSPAXCDS0	MTJYPAXMDS0	\$284.55	\$6,914.94
Carlisle	Newport	CRLSPAXCDS0	NWPTAXNDS0	\$455.03	\$11,506.06
Carlisle	Newville	CRLSPAXCDS0	NVLCPA XNRS1	\$1,055.69	\$28,324.52
Carlisle	Port Royal	CRLSPAXCDS1	PTRYPA XPRS1	\$1,283.96	\$34,716.02
Carlisle	Reedsville	CRLSPAXCDS0	RDVLPAXRDS0	\$2,136.00	ICB

Carlisle	Waynesboro	CRLSPAXCDS0	WYBOPAXWDS0	\$445.72	\$11,336.47
Chambersburg	Dry Run	CHBGPAXCDS0	DYRNPAXDRS1	\$878.26	\$23,096.51
Chambersburg	Fayetteville	CHBGPAXCDS0	FYVLPAXFRS1	\$121.82	\$2,176.57
Chambersburg	Greencastle	CHBGPAXCDS0	GNCSPAXGRS1	\$202.01	\$4,421.53
Chambersburg	Marion	CHBGPAXCDS0	MARNPAXMRS1	\$384.74	\$9,538.04
Chambersburg	McConnellsburg	CHBGPAXCDS0	MCBGPAXMRS1	\$384.74	\$9,538.04
Chambersburg	Mercersburg	CHBGPAXCDS0	MRCBPAXMRS1	\$586.74	\$13,959.57
Chambersburg	Newburg	CHBGPAXCDS0	NWBGPAxNRS1	\$510.80	\$11,833.53
Chambersburg	Saint Thomas	CHBGPAXCDS0	STTMPAXSRS1	\$384.74	\$9,538.04
Chambersburg	Shippensburg	CHBGPAXCDS0	SHIPPAXSDS0	\$243.94	\$5,595.83
Charlesville	Everett	CLVLPAXCRS1	EV RTPAXERS1	\$2,250.14	\$61,509.67
Chicora	North Washington	CHCRPAXCRS0	NWSHPAXNRS0	\$957.47	\$25,574.57
Chicora	Petrolia	CHCRPAXCRS0	PTRLPAXPRS0	\$957.47	\$25,574.57
Claysburg	Osterburg	CYBGPAXCRS1	OSBGPAXORS1	\$336.86	\$8,197.61
Claysburg	Roaring Springs	CYBGPAXCRS1	RRSPPAXRRS1	\$336.86	\$8,197.61
Clearville	Everett	CLRVPAxCRS1	EV RTPAXERS1	\$476.13	\$11,967.28
Columbia	Elizabethtown	CLMAPAXCDS0	EZTWPAXEDS0	\$221.57	\$4,969.32
Columbia	Marietta	CLMAPAXCDS0	MRTTPAXMRS1	\$221.57	\$4,969.32
Columbia	Mount Joy	CLMAPAXCDS0	MTJYPAXMDS0	\$221.57	\$4,969.32
Columbia	Mountville	CLMAPAXCDS0	MTVLPAXMRS1	\$221.57	\$4,969.32
Columbia - H	Carlisle - T	CLMAPAXCDS0	CRLSPAXC71T	\$284.55	\$6,914.94
Connoquenessing	Evans City	CNQNPAxCRS0	EVCYPAXERS0	\$433.23	\$10,896.17
Connoquenessing	Meridian	CNQNPAxCRS0	MRDNPAXMRS0	\$433.23	\$10,896.17
Connoquenessing	Nixon	CNQNPAxCRS0	NIXNPAxNRS0	\$433.23	\$10,896.17
Connoquenessing	Prospect	CNQNPAxCRS0	PRSPPAxPRS0	\$1,657.48	\$44,915.15
Duncannon	Marysville	DNCNPAxDRS1	MYVIPAXMDS0	\$582.77	\$16,057.30
Duncannon	New Bloomfield	DNCNPAxDRS1	NBFDPAxNRS1	\$582.77	\$16,057.30
Duncannon	Newport	DNCNPAxDRS1	NWPTPAxNDS0	\$582.77	\$16,057.30
East Waterford	Mifflintown	EWFRPAxERS1	MFTWPAxMDS0	\$1,283.96	\$34,716.02
East Waterford	Port Royal	EWFRPAxERS1	PTRYPAxPRS1	\$1,283.96	\$34,716.02
Eau Claire	Emlenton	EUCLPAxERS0	EMTNPAXERS1	\$957.47	\$25,574.57
Eau Claire	Foxburg	EUCLPAxERS0	FXBGPAXFRS1	\$957.47	\$25,574.57
Eau Claire	North Washington	EUCLPAxERS0	NWSHPAXNRS0	\$957.47	\$25,574.57
Eau Claire	Parker	EUCLPAxERS0	PRKRPAXPRS0	\$957.47	\$25,574.57
Elizabethtown	Marietta	EZTWPAXEDS0	MRTTPAXMRS1	\$221.57	\$4,969.32
Elizabethtown	Mount Joy	EZTWPAXEDS0	MTJYPAXMDS0	\$221.57	\$4,969.32
Elizabethtown - H	Carlisle - T	EZTWPAXEDS0	CRLSPAXC71T	\$284.55	\$6,914.94
Emlenton	Foxburg	EMTNPAXERS1	FXBGPAXFRS1	\$957.47	\$25,574.57
Emlenton	Parker	EMTNPAXERS1	PRKRPAXPRS0	\$957.47	\$25,574.57
Evans City	Nixon	EVCYPAXERS0	NIXNPAxNRS0	\$433.23	\$10,896.17
Everett	Hopewell	EV RTPAXERS1	HPWLPAXHRS1	\$1,973.60	\$53,766.01
Fairfield (Adams)	Gettysburg	FRFDPAxFRS1	GTBGPAXGDS0	\$300.90	\$8,165.37
Fayetteville	Hanover (York)	FYVLPAXFRS1	HNVRPAxHDS0	\$365.53	\$9,091.51
Fishertown	Osterburg	FSTWPAxFRS1	OSBGPAXORS1	\$1,492.28	\$40,289.27
Fishertown	Schellsburg	FSTWPAxFRS1	SCBGPAXSRS1	\$1,764.16	\$48,876.33
Foxburg	Parker	FXBGPAXFRS1	PRKRPAXPRS0	\$957.47	\$25,574.57
Gettysburg - H	Carlisle - T	GTBGPAXGDS0	CRLSPAXC71T	\$284.55	\$6,914.94
Greencastle	Marion	GNCSPAXGRS1	GNCSPAXGRS1	\$202.01	\$4,421.53
Greencastle	Mercersburg	GNCSPAXGRS1	MRCBPAXMRS1	\$586.74	\$13,959.57
Greencastle	Waynesboro	GNCSPAXGRS1	WYBOPAXWDS0	\$202.01	\$4,421.53
Hanover - H	Carlisle - T	HNVRPAxHDS0	CRLSPAXC71T	\$284.55	\$6,914.94
Hanover	Biglerville	HNVRPAxHDS0	BIGVPAxBRS1	\$760.91	ICB
Hanover	Columbia	HNVRPAxHDS0	CLMAPAXCDS0	\$284.55	\$6,914.94
Hanover	Gettysburg	HNVRPAxHDS0	GTBGPAXGDS0	\$338.30	\$8,281.99
Hanover	Greencastle	HNVRPAxHDS0	GTBGPAXGDS0	\$445.72	\$11,336.47
Hanover	Mount Joy	HNVRPAxHDS0	MTJYPAXMDS0	\$284.55	\$6,914.94
Hanover	Mountville	HNVRPAxHDS0	MTVLPAXMRS1	\$465.28	ICB

Hanover	Newport	HNVRPAXHDS0	NWPTPAXNDS0	\$698.74	\$18,421.00
Hanover (York)	Littlestown	HNVRPAXHDS0	LTTWPAXLRS1	\$471.94	\$11,980.25
Hanover (York)	New Oxford	HNVRPAXHDS0	NWOXPAXNDS0	\$471.94	\$11,980.25
Hanover (York)	Waynesboro	HNVRPAXHDS0	WYBOPAXWDS0	\$445.72	\$11,336.47
Harrisville	Plain Grove	HRVLPAXHRS0	PAGVPAXPRS0	\$1,539.62	\$42,589.18
Harrisville	Portersville	HRVLPAXHRS0	PTVLPAXPRS0	\$1,971.94	\$54,694.45
Harrisville	Slippery Rock	HRVLPAXHRS0	SLRKPAXSDS0	\$747.70	\$20,675.47
Harrisville	Volant	HRVLPAXHRS0	VLNTPAXVRS0	\$1,539.62	\$42,589.18
Harrisville	West Sunbury	HRVLPAXHRS0	WSNPAXWRS0	\$2,294.89	\$62,501.97
Howard	Zion	HWRDPAXHRS1	ZIONPAXZRS1	\$769.33	\$21,281.29
Ickesburg	Loysville	ICBGPAXIRS1	LYSVPAXLRS1	\$455.03	\$11,506.06
Ickesburg	Millerstown (Perry)	ICBGPAXIRS1	MLTWPAXMRS1	\$2,890.32	\$78,198.93
Ickesburg	New Bloomfield	ICBGPAXIRS1	NBFDPAxNRS1	\$455.03	\$11,506.06
Ickesburg	Newport	ICBGPAXIRS1	NWPTPAXNDS0	\$455.03	\$11,506.06
Ickesburg	Port Royal	ICBGPAXIRS1	PTRYPAXPRS1	\$1,738.99	\$46,222.08
Littlestown	Gettysburg	LTTWPAXLRS1	GTBGPAXGDS0	\$756.49	\$18,895.19
Littlestown	New Oxford	LTTWPAXLRS1	NWOXPAXNDS0	\$471.94	\$11,980.25
Liverpool	Millerstown (Perry)	LVRPPAXLRS1	MLTWPAXMRS1	\$1,151.33	\$31,976.86
Liverpool	Newport	LVRPPAXLRS1	NWPTPAXNDS0	\$1,151.33	\$31,976.86
Loysburg	Martinsburg	LYBGPAXLRS1	MRBGPAXMRS1	\$336.86	\$8,197.61
Loysburg	Roaring Springs	LYBGPAXLRS1	RRSPPAXRRS1	\$336.86	\$8,197.61
Loysville	New Bloomfield	LYSVPAXLRS1	NBFDPAxNRS1	\$455.03	\$11,506.06
Marietta	Mount Joy	MRTTPAXMRS1	MTJYPAXMDS0	\$221.57	\$4,969.32
Marietta	Mountville	MRTTPAXMRS1	MTVLPAXMRS1	\$221.57	\$4,969.32
Marklesburg	McConnellstown	MKBGPAXMRS1	MCONELLSTN	\$2,532.74	\$68,187.60
Martinsburg	Roaring Springs	MRBGPAXMRS1	RRSPPAXRRS1	\$336.86	\$8,197.61
Martinsburg	Williamsburg	MRBGPAXMRS1	WLBGPAXWRS1	\$797.39	\$20,832.58
Marysville - H	Carlisle - T	MYVIPAXMDS0	CRLSPAXC71T	\$1,037.80	\$27,563.36
McAlisterville	Mifflintown	MCLVPAXMRS1	MFTWPAXMDS0	\$1,151.33	\$31,976.86
McAlisterville	Port Royal	MCLVPAXMRS1	PTRYPAXPRS1	\$2,435.29	\$66,692.88
McAlisterville	Richfield	MCLVPAXMRS1	RCFDPAXRRS1	\$1,151.33	\$31,976.86
McAlisterville	Thompsontown	MCLVPAXMRS1	TMTWPAXTRS1	\$1,151.33	\$31,976.86
Mercersburg	Marion	MRCBPAXMRS1	GNCSPAXGRS1	\$586.74	\$13,959.57
Mercersburg	Saint Thomas	MRCBPAXMRS1	STTMPAXSRS1	\$586.74	\$13,959.57
Meridian	Nixon	MRDNPAXMRS0	NIXNPAXNRS0	\$433.23	\$10,896.17
Meridian	Prospect	MRDNPAXMRS0	PRSPAXPRS0	\$1,657.48	\$44,915.15
Mifflintown	Port Royal	MFTWPAXMDS0	PTRYPAXPRS1	\$1,283.96	\$34,716.02
Mifflintown	Thompsontown	MFTWPAXMDS0	TMTWPAXTRS1	\$1,151.33	\$31,976.86
Mifflintown - H	Carlisle - T	MFTWPAXMDS0	CRLSPAXC71T	\$1,283.96	\$34,716.02
Millerstown (Perry)	New Bloomfield	MLTWPAXMRS1	NBFDPAxNRS1	\$2,890.32	\$78,198.93
Millerstown (Perry)	Newport	MLTWPAXMRS1	NWPTPAXNDS0	\$2,435.29	\$66,692.88
Millerstown (Perry)	Thompsontown	MLTWPAXMRS1	TMTWPAXTRS1	\$2,435.29	\$66,692.88
Mount Joy	Mountville	MTJYPAXMDS0	MTVLPAXMRS1	\$221.57	\$4,969.32
Mount Joy - H	Carlisle - T	MTJYPAXMDS0	CRLSPAXC71T	\$284.55	\$6,914.94
Mountville	Columbia	MTVLPAXMRS1	CLMAPAXCDS0	\$221.57	\$4,969.32
New Bloomfield	Newport	NBFDPAxNRS1	NWPTPAXNDS0	\$455.03	\$11,506.06
New Oxford - H	Carlisle - T	NWOXPAXNDS0	CRLSPAXC71T	\$284.55	\$6,914.94
Newburg	Newville	NWBGPAxNRS1	NVLCPAxNRS1	\$727.01	\$16,652.98
Newburg	Shippensburg	NWBGPAxNRS1	SHIPPAXSDS0	\$266.86	\$6,237.70
Newport - H	Carlisle - T	NWPTPAXNDS0	CRLSPAXC71T	\$455.03	\$11,506.06
North Washington	Petrolia	NWSHPAXNRS0	PTRLPAxPRS0	\$957.47	\$25,574.57
North Washington	West Sunbury	NWSHPAXNRS0	WSNPAXWRS0	\$1,547.19	\$41,826.51
Orbisonia	Shade Gap	ORBSPAxORS1	SHGPPAXSRS1	\$1,873.80	\$49,997.14
Orbisonia	Three Springs	ORBSPAxORS1	THSPPAXTRS1	\$1,873.80	\$49,997.14

Parker	Petrolia	PRKRPAXPRS0	PTRLPAXPRS0	\$957.47	\$25,574.57
Plain Grove	Portersville	PAGVPAXPRS0	PTVLPAXPRS0	\$2,016.17	\$55,932.69
Plain Grove	Slippery Rock	PAGVPAXPRS0	SLRKPAXSDS0	\$791.92	\$21,913.71
Plain Grove	Volant	PAGVPAXPRS0	VLNTPAXVRS0	\$1,539.62	\$42,589.18
Port Royal	Thompstontown	PTRYPAXPRS1	TMTWPAXTRS1	\$2,435.29	\$66,692.88
Portersville	Prospect	PTVLPAXPRS0	PRSPAXPRS0	\$1,224.25	\$34,018.98
Portersville	Slippery Rock	PTVLPAXPRS0	SLRKPAXSDS0	\$2,181.72	\$59,593.55
Portersville	Volant	PTVLPAXPRS0	VLNTPAXVRS0	\$2,016.17	\$55,932.69
Reedsville - H	Carlisle - T	RDVLPAXRDS0	CRLSPAXC71T	\$2,136.00	\$58,313.17
Shade Gap	Three Springs	SHGPPAXSRS1	THSPAXTRS1	\$1,873.80	\$49,997.14
Slippery Rock	Volant	SLRKPAXSDS0	VLNTPAXVRS0	\$791.92	\$21,913.71
Slippery Rock	West Sunbury	SLRKPAXSDS0	WSNBPAWRS0	\$1,547.19	\$41,826.51
Thompstontown	McAlisterville	TMTWPAXTRS1	MCLVPAXMRS1	\$1,151.33	\$31,976.86
Waynesboro - H	Chambersburg - T	WYBOPAXWDS0	CHBGPAXC71T	\$202.01	\$4,421.53
York Springs	Gettysburg	YRSPPAXYRS1	GTBGPAXGDS0	\$517.20	\$13,247.33

Table Two

Table 2: Rates for the State of Pennsylvania

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

Table 2: Rates for the State of Pennsylvania (continued)

Physical and Virtual Collocation Elements (continued)	Non-Recurring Rate	Monthly Recurring Rate
Security Card		
Security Card (per Card)	\$ 15.00	N/A
Additional Labor Charges (Physical or Virtual)		
Additional Labor 1/4 hour CO Technician - Regular	\$ 11.83	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 17.75	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 23.66	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14.34	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 15.36	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 23.04	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 30.72	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 13.58	N/A
Adjacent Onsite Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB
Remote Terminal Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB

**Exhibit A – TRRO Wire Center Thresholds
As of April 22, 2005**

LOOPS

Wire Centers exceeding the UNE Loop DS1 Threshold (60,000 Business Access Lines and 4 fiber based collocators)

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
NV	West 6	LSVGNVXK

Wire Centers exceeding the UNE Loop DS3 Threshold (38,000 Business Access Lines and 4 fiber-based collocators)

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
NV	Main	LSVGNVXB
NV	South 5	LSVGNVXG
NV	West West	LSVGNVXW

TRANSPORT

Tier 1 Wire Centers for UNE Dedicated Transport

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>		<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
FL	Altamonte Springs	ALSPFLXA		NV	West 6	LSVGNVXK
FL	Fort Myers	FTMYFLXA		NV	South 6	LSVGNVXL
FL	Maitland	MTLDFLXA		NV	South South	LSVGNVXV
FL	Tallahassee	TLHSFLXA		NV	West West	LSVGNVXW
FL	Winter Park	WNPKFLXA		TN	Bristol	BRSTTNXA
NV	Main	LSVGNVXB		TN	Johnson City	JHCYTNXC
NV	South 5	LSVGNVXG		TN	Kingsport	KGPTTNXA

Tier 2 Wire Centers for UNE Dedicated Transport

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
FL	Goldenrod	GLRDFLXA
FL	Lake Brantley	LKBRFLXA
FL	Tallahassee	TLHSFLXD
MO	Jefferson City	JFCYMOXA
NV	East 1	LSVGNVXR
NC	Fayetteville	FYVLNCXA
NC	Rocky Mount	RCMTNCXA

All other Sprint Wire Centers are currently considered Tier 3 Wire Centers for UNE Dedicated Transport

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: May 8, 2006

SUBJECT: A-310258F7002

TO: Office of Special Assistants

FROM: James J. McNulty, Secretary *KB*

Joint Petition of The United Telephone Company of Pennsylvania
d/b/a Sprint and TCG Delaware Valley, Inc. for Approval of a Master
Interconnection, Collocation and Resale Agreement Under Section
252(e) of the Telecommunications Act of 1996.

Attached is a copy of a Joint Petition for Approval of a Master Interconnection,
Collocation and Resale Agreement filed in connection with the above-docketed proceeding.

Enclosed is a copy of the notice that we provided to the Pennsylvania Bulletin to be
published on May 20, 2006. Comments are due on or before 10 days after the publication of
this notice.

This matter is assigned to your Office for appropriate action.

Attachment

cc: Bureau of Fixed Utility Services
Office of Administrative Law Judge-copy of memo only

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Joint Petition of The United Telephone Company of Pennsylvania d/b/a Sprint and TCG Delaware Valley, Inc. for Approval of a Master Interconnection, Collocation and Resale Agreement Under Section 252(e) of The Telecommunications Act of 1996.
Docket Number: A-310258F7002

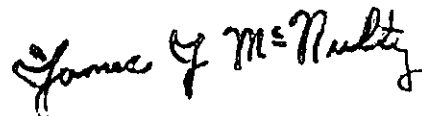
The United Telephone Company of Pennsylvania d/b/a Sprint and TCG Delaware Valley, Inc., by its counsel, filed on April 28, 2006, at the Public Utility Commission, a Joint Petition for approval of a Master Interconnection, Collocation and Resale Agreement under Sections 251 and 252 of the Telecommunications Act of 1996.

Interested parties may file comments concerning the petition and agreement with the Secretary, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. All such Comments are due on or before 10 days after the date of publication of this notice. Copies of the The United Telephone Company of Pennsylvania d/b/a Sprint and TCG Delaware Valley, Inc. Joint Petition are on file with the Pennsylvania Public Utility Commission and are available for public inspection.

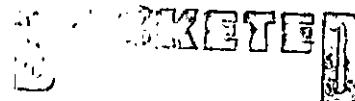
Contact person is Cheryl Walker Davis, Director, Office of Special Assistants, (717) 787-1827.

DOCUMENT
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BY THE COMMISSION



James J. McNulty
Secretary



MAY 08 2006

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