

**ORIGINAL**



Zsuzsanna E. Benedek  
Attorney

240 North Third Street, Suite 201  
Harrisburg, PA 17101  
Voice 717 236 1385  
Fax 717 238 7844  
sue.e.benedek@mail.sprint.com

September 26, 2002

**VIA HAND DELIVERY**

Mr. James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**DOCKETED**

SEP 3 2002

**DOCUMENT FOLDER**

Re: Joint Application for Approval of a Master Interconnection and Resale Agreement between The United Telephone Company of Pennsylvania d/b/a Sprint and TCG Delaware Valley, Inc., PA and TCG Pittsburgh  
Docket Nos. A-310258F7002 and A-310213F7002

Dear Secretary McNulty:

Pursuant to ordering paragraph 3 of the Opinion and Order entered September 13, 2002, herein, I am writing to confirm that a true and correct copy of the subject agreement was filed with the Joint Application herein. Accordingly, I request that you regard this as compliance with ordering paragraph 3.

Thank you.

Sincerely,

SRB

Sue Benedek

PA P.U.C.  
SECRETARY'S BUREAU

02 SEP 26 PM 2:42

RECEIVED

SB/jh

cc: Bill Peacock  
Daryle Edwards

I N T E R  
O F F I C E

# MEMO

October 11, 2002

**Subject:** A-310258F7002 and A-310213F7002; Joint Petition of The United Telephone Company of PA, d/b/a Sprint and TCG Delaware Valley, Inc. and TCG Pittsburgh for approval of an Interconnection Agreement

**To:** James J. McNulty  
Secretary

**From:** Cheryl Walker Davis, Director  
Office of Special Assistants



On June 25, 2002, the above-captioned Petition was filed with the Commission and on September 13, 2002, an Opinion and Order was entered approving the Interconnection Agreement. Please be advised that on September 26, 2002, Sprint filed a letter indicating that the true and correct copy of the Agreement was filed with the original Petition. Accordingly, please mark this proceeding as closed with respect to this Interconnection Agreement.

If you have any questions concerning this information, please contact Teri Mathias at 7-8039.

*OK to close*

2002 OCT 16 AM 9:13  
SECRETARY'S BUREAU  
PA PUC

RECEIVED

DOCUMENT  
FOLDER

DOCKETED  
OCT 22 2002

DOCUMENT FOLD KJR



DOCKETED

JUN 16 2003

April 21, 2003

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Post Office Box 3265  
Harrisburg, PA 17105-3265

Dear Mr. McNulty,

A-310258 F2

**RE: NOTICE OF NEW ADDRESS**

AT&T Communications of PA, LLC (Utility Code 311163) has moved to the following address:

7535 Windsor Drive  
Suite B204  
Allentown, PA 18195  
Tel: 610-398-6420  
Fax: 610-398-6427

Please change all applicable commission records, including carrier contact information on the PUC's web site, and direct all general correspondence for AT&T and its entities listed below to me at our new location effective immediately.

<u>Company</u>	<u>Utility Code</u>
TCG Delaware Valley, Inc.	310258
TCG Pittsburgh, Inc.	310213
ACC Long Distance of Pennsylvania, Corp.	310179
Vista International Communications, Inc.	310155

Please let me know if you have any questions.

Very Truly Yours,

*Michael J. Nolan*

- cc: Chairman Thomas
- Vice-Chairman Bloom
- Commissioner Wilson
- Commissioner Fitzpatrick
- Commissioner Pizzigrilli
- Veronica A. Smith, Executive Director
- Karen Oill Moury, Deputy Executive Director
- Office of Communications
- Secretary's Bureau
- Office of Special Assistants
- Bureau of Fixed Utility Services
- Bureau of Administrative Services
- Bureau of Audits
- Bureau of Consumer Services
- Law Bureau
- Legislative Affairs Office
- Office of Trial Staff

SECRETARY'S BUREAU

2003 MAY -7 AM 8:59

RECEIVED

2003 APR 20 11:12:01  
LAW BUREAU  
RECEIVED

580

ORIGINAL



Zsuzsanna E. Benedek  
Attorney

240 North Third Street, Suite 201  
Harrisburg, PA 17101  
Telephone (717) 236-1385  
Fax (717) 236-1389

April 13, 2006

**VIA HAND DELIVERY**

Mr. James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

DOCKETED

MAY 08 2006

2006 APR 28 PM 2:27  
SECRETARY'S OFFICE  
F 7002

Re: Joint Application for Approval of an Master Interconnection, Collocation and Resale Agreement between The United Telephone Company of Pennsylvania d/b/a Sprint and TCG Delaware Valley - Docket No. A-31258

A-310258

Dear Secretary McNulty:

The United Telephone Company of Pennsylvania *d/b/a* Sprint ("Sprint") submits this Letter for Approval and Filing of the attached, executed, true and correct Master Interconnection, Collocation and Resale Agreement ("Agreement") between Sprint and TCG Delaware Valley, Inc. ("TCG").

A copy of this letter and the attached Agreement are simultaneously served via first class mail upon persons listed as proper recipients of notices to and on behalf of TCG. If you have any questions, please call me.

DOCUMENT  
FOLDER

Sincerely,

Sue Benedek

ZEB/jh

Enclosures

- cc: Lynda Cleveland (*on behalf of Sprint*) (*w/enclosures via first-class mail*)
- Bobbi Lathrop (*on behalf of OSA*) (*w/enclosures*) (*via first-class mail*)
- Bill Peacock (*on behalf of TCG*) (*w/enclosures*) (*via first-class mail*)
- Doug Trabaris (*on behalf of TCG*) (*w/enclosures*) (*via first-class mail*)

62

ORIGINAL

A-310258F7002



RECEIVED

APR 28 2006

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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

March 13, 2006

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

and

The United Telephone Company of Pennsylvania

DOCKETED

MAY 08 2006

DOCUMENT  
FOLDER

TABLE OF CONTENTS

	<u>Page No.</u>
PART A - DEFINITIONS .....	2
1. DEFINED TERMS .....	2
PART B – GENERAL TERMS AND CONDITIONS .....	13
2. SCOPE OF THIS AGREEMENT .....	13
3. NETWORK CHANGES .....	13
4. REGULATORY APPROVALS.....	13
5. TERM AND TERMINATION .....	14
6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS.....	15
7. CHARGES AND PAYMENT .....	15
8. AUDITS AND EXAMINATIONS.....	16
9. INTELLECTUAL PROPERTY RIGHTS .....	18
10. LIMITATION OF LIABILITY.....	18
11. INDEMNIFICATION .....	19
12. BRANDING.....	20
13. REMEDIES.....	21
14. CONFIDENTIALITY AND PUBLICITY.....	21
15. DISCLAIMER OF WARRANTIES.....	22
16. ASSIGNMENT AND SUBCONTRACT .....	23
17. GOVERNING LAW.....	23
18. RELATIONSHIP OF PARTIES .....	23
19. NO THIRD PARTY BENEFICIARIES .....	23
20. NOTICES .....	24
21. WAIVERS .....	24
22. SURVIVAL .....	24
23. FORCE MAJEURE.....	25
24. DISPUTE RESOLUTION.....	25

RECEIVED

APR 28 2006

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

25.	COOPERATION ON FRAUD .....	26
26.	TAXES .....	26
27.	AMENDMENTS AND MODIFICATIONS .....	28
28.	SEVERABILITY .....	29
29.	HEADINGS NOT CONTROLLING .....	29
30.	ENTIRE AGREEMENT .....	29
31.	SUCCESSORS AND ASSIGNS.....	29
32.	IMPLEMENTATION PLAN .....	29
33.	FEDERAL JURISDICTIONAL AREAS .....	30
	<b>PART C - GENERAL PRINCIPLES .....</b>	<b>31</b>
34.	USE OF FACILITIES .....	31
35.	PRICE SCHEDULE .....	32
36.	SECURITY DEPOSIT .....	32
	<b>PART D - LOCAL RESALE.....</b>	<b>36</b>
37.	TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE.....	36
38.	GENERAL TERMS AND CONDITIONS .....	36
	<b>PART E - NETWORK ELEMENTS.....</b>	<b>39</b>
39.	GENERAL.....	39
40.	USE OF UNBUNDLED NETWORK ELEMENTS.....	39
41.	BONA FIDE REQUEST PROCESS .....	40
42.	INDIVIDUAL CASE BASIS PRICING .....	42
43.	NETWORK INTERFACE DEVICE .....	42
44.	LOOP.....	42
45.	SUBLOOPS.....	50
46.	OPERATIONS SUPPORT SYSTEMS (OSS).....	52
47.	LOOP MAKE-UP INFORMATION .....	52
48.	LOCAL CIRCUIT SWITCHING.....	53
49.	DEDICATED TRANSPORT .....	54

50.	COMMINGLING.....	61
51.	LINE SPLITTING.....	62
52.	UNE COMBINATIONS.....	62
53.	MODIFICATIONS TO SPRINT'S EXISTING NETWORK.....	67
	<b>PART F - INTERCONNECTION.....</b>	<b>69</b>
54.	LOCAL INTERCONNECTION TRUNK ARRANGEMENT.....	69
55.	INTERCARRIER COMPENSATION.....	70
56.	SIGNALING NETWORK INTERCONNECTION.....	72
57.	TRUNK FORECASTING.....	75
58.	NETWORK MANAGEMENT.....	76
59.	USAGE MEASUREMENT.....	76
60.	TRANSIT TRAFFIC.....	77
61.	INDIRECT TRAFFIC.....	78
62.	RESPONSIBILITIES OF THE PARTIES.....	80
	<b>PART G - LOCAL NUMBER PORTABILITY.....</b>	<b>82</b>
63.	INTRODUCTION.....	82
64.	TESTING.....	82
65.	ENGINEERING AND MAINTENANCE.....	83
66.	E911/911.....	83
67.	BILLING FOR PORTED NUMBERS.....	83
	<b>PART H - LINE SHARING.....</b>	<b>85</b>
68.	LINE SHARING.....	85
	<b>PART I - CALL RELATED DATABASES.....</b>	<b>87</b>
69.	CALL-RELATED DATABASES.....	87
	<b>PART J - GENERAL BUSINESS REQUIREMENTS.....</b>	<b>89</b>
70.	PROCEDURES.....	89
71.	ORDERING AND PROVISIONING.....	90
72.	BILLING.....	97



73.	PROVISION OF USAGE DATA .....	99
74.	GENERAL NETWORK REQUIREMENTS.....	106
75.	MISCELLANEOUS SERVICES AND FUNCTIONS.....	107
76.	GENERAL.....	116
PART K – COLLOCATION .....		117
77.	SCOPE OF COLLOCATION TERMS .....	117
78.	TERMINATION OF COLLOCATION SPACE .....	117
79.	COLLOCATION OPTIONS .....	118
80.	DEMARCATIION POINT.....	121
81.	APPLICATION PROCESS .....	122
82.	SPACE RESERVATION .....	125
83.	PROVISIONING INTERVALS .....	125
84.	CONSTRUCTION AND COMMENCEMENT OF BILLING .....	125
85.	EQUIPMENT.....	126
86.	AUGMENTS AND ADDITIONS .....	127
87.	USE OF COMMON AREAS.....	128
88.	CO-CARRIER CROSS CONNECTION.....	129
89.	RATES.....	129
90.	SPRINT SERVICES AND OBLIGATIONS.....	130
91.	TCG’S OBLIGATIONS.....	136
92.	BUILDING RIGHTS.....	143
93.	INSURANCE.....	144
94.	INDEMNIFICATION .....	145
95.	LIMITATION OF LIABILITY.....	147
96.	PARTIAL DESTRUCTION .....	147
97.	EMINENT DOMAIN .....	148
98.	BANKRUPTCY .....	148
99.	ASBESTOS.....	148

100. MISCELLANEOUS ..... 149

## **INTERCONNECTION AND RESALE AGREEMENT**

This Interconnection, Collocation and Resale Agreement (the "Agreement"), dated this 13<sup>th</sup> day of March, 2006, is entered into by and between TCG Delaware Valley, Inc. and TCG Pittsburgh, Inc., collectively ("TCG") a Delaware corporation, and United Telephone Company of the Northwest ("Sprint"), Pennsylvania corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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

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

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

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

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

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

## PART A - DEFINITIONS

### 1. DEFINED TERMS

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

- appropriate transmission facility for each call based on criteria programmed into the system.
- 1.12. "ATU - C" refers to an ADSL Transmission Unit - Central Office.
  - 1.13. "Busy Line Verify/Busy Line Verify Interrupt" ("BLV/BLVI") means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
  - 1.14. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
  - 1.15. "Business Line" is a Sprint-owned switched access line used to serve a business customer, whether by Sprint or by a competitive LEC that leases the line from Sprint. The number of business lines in a Wire Center shall equal the sum of all Sprint business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Sprint end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
  - 1.16. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
  - 1.17. "Carrier Access Billing System" ("CABS") is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
  - 1.18. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.
  - 1.19. "Central Office Switches" - are switching facilities within the public switched telecommunications network, including, but not limited to:
    - 1.19.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
    - 1.19.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
    - 1.19.3. "Remote Switches" are switches that are away from their host or

control office. All or most of the central control equipment for the remote switch is located at the host or control office.

- 1.20. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.21. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.22. "Collocation Arrangement" refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing TCG's equipment within the Premises.
- 1.23. "Collocation Space" shall mean an area of space located in a Building to be used by TCG to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.24. "Commingle" means the act of Commingling.
- 1.25. "Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that TCG has obtained at wholesale from Sprint or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services.
- 1.26. "Commission" means the Pennsylvania Public Utility Commission.
- 1.27. "Common Channel Signaling" ("CCS") is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.28. "Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
- 1.29. "Confidential and/or Proprietary Information" has the meaning set forth in Section 14 of Part A - General Terms and Conditions.
- 1.30. "Controlled Environment Vault" ("CEV") shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.
- 1.31. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.32. "Copper Loop" is a stand-alone local loop comprised entirely of copper wire or cable.

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

- 1.33. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.34. "Customer Proprietary Network Information" ("CPNI") is as defined in the Act.
- 1.35. "Database Management System" ("DBMS") is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.36. "Day" means calendar days unless otherwise specified.
- 1.37. "Dedicated Transport" includes Sprint transmission facilities between Wire Centers or switches owned by Sprint, or between Wire Centers or switches owned by Sprint and switches owned by TCG, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.
- 1.38. "Demarcation Point" is that point on the loop where Sprint's control of the facility ceases, and the End User Customer's control of the facility begins.
- 1.39. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.40. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.41. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.42. "DS1 Loop" is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 1.43. "DS3 Loop" is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.
- 1.44. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.45. "Duct" is a single enclosed path to house facilities to provide Telecommunications Services.

- 1.46. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.47. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.48. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.49. "Emergency Service Number" ("ESN") is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.50. "Enhanced Extended Link" ("EEL") for purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network.
- 1.51. "Exchange Message Interface System" ("EMI") is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).
- 1.52. "End Date" is the date this Agreement terminates as referenced in 5.1.
- 1.53. "Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.54. "FCC" means the Federal Communications Commission.
- 1.55. "Fiber-based Collocator" means any carrier, unaffiliated with Sprint, that maintains a collocation arrangement in Sprint's wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves Sprint's Wire Center premises; and (3) is owned by a party other than Sprint or any affiliate of Sprint, except as set forth in this definition. Dark fiber obtained from Sprint on an indefeasible right of use basis shall be treated as non-Sprint fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire Center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in the Act.
- 1.56. "Fiber-to-the-curb Loop" ("FTTC Loop") means a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's



premises.

- 1.57. "Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user's customer premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry ("MPOE").
- 1.58. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.59. "High Frequency Portion of the local Loop" ("HFPL") is defined as the frequency range above the voice band on a copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Sprint to the end-user customer.
- 1.60. "Hybrid Loop" means a Local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.
- 1.61. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.
- 1.62. "Interexchange Carrier" ("IXC") means a provider of interexchange Telecommunications Services.
- 1.63. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.64. "ISP-Bound Traffic," for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") consistent with the ISP Remand Order.
- 1.65. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.66. "Line Information Data Base" ("LIDB") means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.67. "Live Load Capacity" as it relates to TCG's collocation space refers to the structural strength of the floor to support the weight of TCG's property and equipment installed in the collocated space.
- 1.68. "Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the demarcation point (e.g. Network Interface Device) at a customer's premises, to which TCG is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the

customer premises. Local loops include copper loops, hybrid loops, DS1 loops, DS3 loops, FTTC Loops and FTTH Loops.

- 1.69. "Local Number Portability" ("LNP") means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.70. "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.71. "Local Traffic" for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 1.72. "Mobile Wireless Service" means any mobile wireless telecommunications service, including any commercial mobile radio service.
- 1.73. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.74. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.75. "National Emergency Number Association" ("NENA") is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.76. "Network Element" is as defined in the Act.
- 1.77. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.78. "Numbering Plan Area" ("NPA") (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two

general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

- 1.79. "NXX," "NXX Code," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.80. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.81. "Operator Services" provides for:
  - 1.81.1. operator handling for call completion (e.g., collect calls);
  - 1.81.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
  - 1.81.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.82. "Outside Cable Duct" shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.83. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to TCG, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to TCG as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.84. "P.01 Transmission Grade Of Service" ("GOS") means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.85. "Parties" means, jointly, Sprint and TCG, and no other entity, affiliate, subsidiary or assign.
- 1.86. "Party" means either Sprint or TCG, and no other entity, affiliate, subsidiary or assign.
- 1.87. "Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976

transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

- 1.88. "Physical Collocation" is as defined in 47 CFR 51.5.
- 1.89. "Point of Interconnection" ("POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between TCG and Sprint for the local interconnection of their networks.
- 1.90. "Premises" is as defined in 47 C.F.R. 51.5.
- 1.91. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to TCG as part of the Pre-ordering Process. Examples of the type of information provided are:
  - 1.91.1. Composition of the loop material, i.e. fiber optics, copper;
  - 1.91.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
    - 1.91.2.1. Digital Loop Carrier ("DLC") or other remote concentration devices;
    - 1.91.2.2. Feeder/distribution interfaces;
    - 1.91.2.3. Bridge taps;
    - 1.91.2.4. Load coils;
    - 1.91.2.5. Pair gain devices; or
    - 1.91.2.6. Disturbances in the same or adjacent binders.
  - 1.91.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
  - 1.91.4. Wire gauge or gauges; and
  - 1.91.5. Electrical parameters.
- 1.92. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.93. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or TCG for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint or TCG will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be

located within the Rate Center area.

- 1.94. "Routing Point" means a location which Sprint or TCG has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or TCG which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.
- 1.95. "Small Exchange Carrier Access Billing" ("SECAB") means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.96. "Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.97. "Signaling Transfer Point" ("STP") means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.98. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.99. "Street Index Guide" ("SIG") is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.
- 1.100. "Switch" means a Central Office Switch as defined in this Part A.
- 1.101. "Synchronous Optical Network" ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.102. "Tandem Office Switches," "Tandem," and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end

office switches and other tandems.

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

## **PART B – GENERAL TERMS AND CONDITIONS**

### **2. SCOPE OF THIS AGREEMENT**

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

### **3. NETWORK CHANGES**

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

### **4. REGULATORY APPROVALS**

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

other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within ninety (90) days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. For purposes of this section, Legally Binding Action means that the legal ruling is in effect and has not been stayed.

- 4.3 Notwithstanding any other provision of this Agreement to the contrary Section 4.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules. Sprint may charge rates to TCG under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision. Nothing in this section precludes either Party from appealing or otherwise challenging in an appropriate forum any Applicable Rule or Amended Rule, in accordance with Section 4.2 above.

## **5. TERM AND TERMINATION**

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until March 13, 2008 ("End Date"), unless earlier terminated in accordance with this Section 5, provided however that if TCG has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before TCG has established a customer account with Sprint and has completed the Implementation Plan described in this Agreement.
- 5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. Sprint may terminate this Agreement upon ten (10) Days notice if TCG is not exchanging traffic with Sprint or has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) Days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the TCG that it has ceased doing business in this state. In addition to notice from TCG, Sprint may utilize any publicly



available information in concluding that TCG is no longer doing business in this state, and immediately terminate this Agreement.

- 5.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated in this Agreement to survive termination.
- 5.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice.

## **6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS**

- 6.1. No later than one-hundred sixty (160) Days prior to the End Date, TCG will provide Sprint notice to commence negotiations pursuant to Sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 6.2. In the event that this Agreement expires under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.3, 5.4 and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.
- 6.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 6.2 does not apply, Sprint will continue to provide services pursuant to one of the following:
  - 6.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or
  - 6.3.2. An existing agreement between Sprint and another carrier adopted by TCG for the remaining term of that agreement. If TCG fails to designate an agreement under this subsection, then Sprint may designate such agreement.

## **7. CHARGES AND PAYMENT**

- 7.1. In consideration of the services provided by Sprint under this Agreement, TCG shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof. The billing and payment procedures for charges incurred by TCG hereunder are set forth in Part K.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) Days from the Bill Date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under Section 7.4. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 7.2.1. If an invoice is not paid within sixty (60) Days after the bill date, Sprint will suspend processing new orders and cancel any pending orders.
- 7.2.2. If the account remains delinquent ninety (90) Days after the bill date, Sprint will terminate all services under this Agreement.
- 7.2.3 All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 7.3. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be submitted on the dispute form to the National Dispute Center, or appropriate equivalent center no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice.
- 7.4. Sprint will assess late payment charges to TCG until the amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of
- 7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date the customer actually makes the payment to Sprint, or
- 7.4.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date TCG actually makes the payment to Sprint.
- 7.5. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with Section 36.

## **8. AUDITS AND EXAMINATIONS**

- 8.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period

- for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
- 8.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 8.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 8.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.
- 8.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 7.4 above.
- 8.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.
- 8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other party a limited license to its intellectual property solely to the extent necessary for the use of any facility or equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 9.2. TCG acknowledges that its right under this Agreement for Local Interconnection with Sprint's network and to unbundled and/or combine Sprint's Network Elements may be subject to or limited by intellectual property rights and contract rights of third parties. Sprint agrees to use its best efforts to obtain for TCG, third party intellectual property rights, under commercially reasonable terms, to each unbundled network element necessary for TCG to use such unbundled network element in the same manner as Sprint.
- 9.3. Sprint shall have no obligations to attempt to obtain for TCG any third party intellectual property right(s) that would permit TCG to use any unbundled network element in a different manner than used by Sprint.
- 9.4. To the extent not prohibited by a contract with the vendor of the network element sought by TCG that contains intellectual property licenses, Sprint shall reveal to TCG the name of the vendor, the intellectual property rights licensed to Sprint under the vendor contract and the terms of the contract (excluding cost terms). Sprint shall, at TCG's request, contact the vendor to attempt to obtain permission to reveal additional contract details to TCG.
- 9.5. All costs associated with the extension of third party intellectual property rights to TCG pursuant to Section 9.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled network element to which the intellectual property rights relate and apportioned to all requesting TCG using that unbundled network element including Sprint.
- 9.6. Sprint hereby conveys no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning TCG's rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with TCG's use of other functions, facilities, products or services furnished under this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the third party intellectual property rights Sprint agrees in Section 9.2 to use its best efforts to obtain.

## **10. LIMITATION OF LIABILITY**

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

## **11. INDEMNIFICATION**

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

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

## 12. **BRANDING**

- 12.1. TCG shall provide the exclusive interface to TCG subscribers, except as TCG shall otherwise specify for the reporting of trouble or other matters identified by TCG for which Sprint may directly communicate with TCG subscribers. In those instances where TCG requests that Sprint personnel interface with TCG subscribers, such Sprint personnel shall inform the TCG subscribers that they are representing TCG, or such brand as TCG may specify.
- 12.2. Other business materials furnished by Sprint to TCG subscribers shall bear no corporate name, logo, trademark or tradename.

- 12.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 12.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with TCG to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 12.5. This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

### **13. REMEDIES**

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

### **14. CONFIDENTIALITY AND PUBLICITY**

- 14.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 14.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall
  - 14.2.1. use it only for the purpose of performing under this Agreement,
  - 14.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
  - 14.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 14.3. Recipient shall have no obligation to safeguard Confidential Information

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

## **15. DISCLAIMER OF WARRANTIES**

- 15.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY,



FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

## **16. ASSIGNMENT AND SUBCONTRACT**

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

## **17. GOVERNING LAW**

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

## **18. RELATIONSHIP OF PARTIES**

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

## **19. NO THIRD PARTY BENEFICIARIES**

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

**20. NOTICES**

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

If to Sprint:	Director Sprint 9300 Metcalf Overland Park, KS 66212 KSOPKB-4600	If to TCG:	Bill C. Peacock Director – Local Services 6304 Hwy 5 Douglasville, GA 30135
With a copy to:		With a copy to:	Doug Trabaris Senior Attorney 227 W. Monroe Chicago, IL 60606

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

**21. WAIVERS**

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

**22. SURVIVAL**

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

## **23. FORCE MAJEURE**

- 23.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 23 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Sections 5.2, 5.3 and 5.5 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of TCG.

## **24. DISPUTE RESOLUTION**

- 24.1. Except as otherwise stated in this Agreement, the Parties agree that any dispute that arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, may be taken to the Commission for resolution. The Parties may, by mutual agreement, agree to an alternative dispute resolution mechanism for any dispute. Each Party reserves the rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission or third party proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.
- 24.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) Days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.
- 24.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided,

however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

24.4. After such period either Party may file a complaint with the FCC or the Commission.

## **25. COOPERATION ON FRAUD**

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

## **26. TAXES**

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

26.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

26.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

26.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

26.3. Taxes and Fees Imposed on Purchasing Party but Collected And Remitted By Providing Party.

26.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

26.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

26.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it

is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

26.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

26.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

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

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

#### 26.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

26.4.1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

26.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

- 26.4.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 26.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 26.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 26.4.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 26.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

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

## **27. AMENDMENTS AND MODIFICATIONS**

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

both Parties.

## **28. SEVERABILITY**

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

## **29. HEADINGS NOT CONTROLLING**

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

## **30. ENTIRE AGREEMENT**

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

## **31. SUCCESSORS AND ASSIGNS**

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

## **32. IMPLEMENTATION PLAN**

- 32.1. This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.
- 32.2. Dispute Resolution. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part B Section 24.

**33. FEDERAL JURISDICTIONAL AREAS**

- 33.1 To the extent Sprint has contracts with federal entities that limit or prohibit the ability of TCG to provide resale and/or UNEs, such contract will govern telecommunications services on such Federal Enclave. If the contract with the federal entity provides for the ability to resell Sprint services or access UNEs to provide service on the Federal Enclave, Sprint will provide TCG with the information necessary to provision service on the Federal Enclave.



## PART C - GENERAL PRINCIPLES

### 34. USE OF FACILITIES

- 34.1. In situations where a competitive LEC has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise or from another carrier with the appropriate customer authorization, the procedures below will apply.
- 34.1.1. Sprint will process such orders and provision services consistent with the terms contained in Section 71, of this Agreement.
  - 34.1.2. Where TCG is using a single facility to provide service to multiple end user customers, Sprint will not disconnect that facility as a result of the following procedures.
  - 34.1.3. Sprint will follow methods prescribed by the FCC and any applicable state regulation for carrier change verification.
  - 34.1.4. Customer with Existing Service Changing Local Service Provider
    - 34.1.4.1. In situations where a competitive LEC submits an order for an end user customer that is changing local service providers for existing service, and is not adding service (*i.e.*, an additional line), Sprint will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.
  - 34.1.5. Customer with Existing Service Adding New Service
    - 34.1.5.1. In situations where an order is submitted for an end user customer adding service to existing service (*i.e.*, an additional line), the order should be marked as an additional line and existing facilities will not be affected.
  - 34.1.6. Customer Requesting New Service where Previous Customer has Abandoned Service
    - 34.1.6.1. The following applies in the case where an end user customer vacates premises without notifying the local service provider and a new end user customer moves into the vacated premises and orders new service from a local service provider and neither Sprint nor the previous local service provider are aware that the original end user customer has abandoned the service in place.
    - 34.1.6.2. When a carrier requests service at a location and marks the order as abandoned and TCG is the previous local service provider,

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

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

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

## **35. PRICE SCHEDULE**

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

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

35.3. Local Service Resale

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

35.4. Unbundled Network Elements

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

35.5. Collocation

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

35.6. Call Related Databases

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

## **36. SECURITY DEPOSIT**

36.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive

months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than thirty (30) Days after the bill date.

- 36.2. The security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Sprint.

- 36.3. If a security deposit is required in accordance with section 36.1 on a new account, TCG will remit such security deposit prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 36.4. The security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 36.5. The fact that a security deposit has been made in no way relieves TCG from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of Sprint for the discontinuance of service for non-payment of any sums due Sprint.
- 36.6. Sprint may increase the security deposit requirements when, in Sprint's reasonable judgment, changes in TCG's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within 30 days of the request, Sprint may stop processing orders for service and TCG will be considered in breach of the Agreement.
- 36.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to TCG. Sprint may exercise its right to credit any cash deposit to TCG's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
- 36.7.1. when TCG undisputed balances due to Sprint that are more than thirty (30) Days past due; or
  - 36.7.2. when TCG files for protection under the bankruptcy laws; or
  - 36.7.3. when an involuntary petition in bankruptcy is filed against TCG and is not dismissed within sixty (60) Days;
  - 36.7.4. when this Agreement expires or terminates;
  - 36.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth in this Section 39; or
  - 36.7.6. TCG fails to provide Sprint with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to Sprint hereunder.
- 36.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be credited to TCG's account when TCG has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.
- 36.9. Any letter of credit issued to Sprint hereunder must meet the following requirements:

- 36.9.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poors) or A2 (by Moody's). If TCG proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poors or Moody's, then TCG must obtain the prior written approval of such bank by Sprint.
- 36.9.2. The original letter of credit shall be in such form and on terms that are acceptable to Sprint and must include an automatic one-year extension.
- 36.9.3. If TCG receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then TCG shall promptly notify Sprint of such notice of non-renewal. Not later than 10 business days prior to the expiration of the expiring letter of credit, TCG shall provide Sprint a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to Sprint). If TCG provides a replacement letter of credit not later than 10 business days prior to the expiration of the expiring letter of credit, then Sprint shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, Sprint will provide the original, expiring letter of credit to TCG.
- 36.9.4. If TCG desires to replace any letter of credit issued to Sprint hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section 36.

## **PART D - LOCAL RESALE**

### **37. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE**

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

### **38. GENERAL TERMS AND CONDITIONS**

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

#### **38.1.1. Voluntary Federal and State Subscriber Financial Assistance Programs**

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

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

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

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

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

subscribers. Sprint shall update and maintain the TCG information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

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

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



## PART E - NETWORK ELEMENTS

### 39. GENERAL

- 39.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs"). TCG shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is TCG's obligation to combine Sprint-provided UNEs with any facilities and services that TCG may itself provide.

### 40. USE OF UNBUNDLED NETWORK ELEMENTS

- 40.1. Sprint shall offer UNEs to TCG for the purpose of offering Telecommunications Service to TCG subscribers. Sprint shall offer UNEs to TCG on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 40.2. TCG may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Except as provided elsewhere in this Agreement, it is TCG's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, TCG, or any other party. TCG may Commingle UNEs with Wholesale Services or tariffed access services obtained from Sprint as provided for in this Agreement.
- 40.3. Each UNE provided by Sprint to TCG shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 40.4. TCG may use Network Elements provided under this Agreement for any Telecommunications Service subject to the restrictions listed below. TCG will provide self-certification, at the time of ordering, that these requirements are met for each UNE ordered.
- 40.4.1. Any combination of high capacity loops (DS1, DS3), to the extent available, and special access transport (a commingled facility) or Dedicated Transport, to the extent available, both of which are provided by Sprint is subject to the EEL use restrictions in section 52.4.4. Such restrictions apply irrespective of the manner in which the loops and transport are combined.
- 40.4.2. TCG may not access a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting Sprint's network and a Mobile Wireless Service provider's network do not qualify as UNEs and will not be available to TCG as UNEs.
- 40.4.3. TCG can use Network Elements provided by Sprint to provide Local

following section includes the terms and conditions for Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. Terms and conditions for making any network modifications resulting from TCG's request for Local Loops is contained in Section 53.

44.2. At TCG's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch. To the extent TCG requests testing that would require Sprint to purchase new equipment, establish new procedures, or make systems modifications, TCG will compensate Sprint for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in section 41.

44.2.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with TCG's staff ("Cooperative Testing").

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

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

#### 44.3. Analog Loop Capabilities

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

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

#### 44.4. Digital Loops

44.4.1. Sprint will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which TCG may deploy advanced services. Deployment of advanced services over digital loops by TCG will be consistent with the terms and conditions contained in Section 44.8. On digital Loops, Sprint will only provide electrical continuity and line balance.

44.4.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to

the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.

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

#### 44.5. Non-Standard Digital Loops

44.5.1. If TCG requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 44.4 are applicable.

#### 44.6. DS1 Loops

44.6.1. Subject to the cap in Section 44.6.2, Sprint will provide TCG nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.

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

44.6.3. For a 12-month period beginning on March 11, 2005, any DS1 loop UNEs that TCG leases from Sprint, but which Sprint is not obligated to unbundle pursuant to Sections 44.6.1 and 44.6.2, shall be available for lease from Sprint at the rates on Table One. TCG will true-up the rates paid for DS1 loops back to March 11, 2005. TCG must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to TCG for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, TCG must

have transitioned the UNEs to alternative facilities or arrangements. If TCG fails to submit the necessary orders, Sprint will convert the DS1 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of TCG.

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

44.6.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide TCG notice in accordance with the notice provisions of this Agreement. TCG shall not be able to order new DS1 loops for the identified wire centers 60 (sixty) days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 loops leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate TCG paid on the date of the notice.

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

#### 44.7. DS3 Loops

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

44.7.2. TCG may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops. If TCG has more than one DS3 loops to a single building TCG will transition any DS3 loops in excess of one to another service within ninety (90) days.

44.7.3. For a 12-month period beginning on March 11, 2005, any DS3 loop UNEs that TCG leases from Sprint of that date, but which Sprint is not obligated to unbundle pursuant to Sections 44.7.1 and 44.7.2, shall be available for

lease from Sprint at the rates on Table One. TCG will true-up the rates paid for DS3 loops back to March 11, 2005. TCG must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to TCG for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, TCG must have transitioned the UNEs to alternative facilities or arrangements. If TCG fails to submit the necessary orders, Sprint will convert the DS3 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of TCG.

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

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

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

#### 44.8. Adherence to National Industry Standards

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

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

- 44.8.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
  - 44.8.2.2. Is approved by an industry standards body, the FCC, or any state commission or;
  - 44.8.2.3. Has been successfully deployed by any CLEC without significantly degrading the performance of other services.
  - 44.8.2.4. Where TCG seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 44.8.2.3, the burden is on TCG to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 44.8.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 44.8.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 44.8.2, the degraded service shall not prevail against the newly deployed technology.
- 44.8.5. If Sprint denies a request by TCG to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 44.8.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the TCG will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 44.8.7. TCG shall meet the power spectral density requirement given in the respective technical references listed below:
- 44.8.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393  
Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

- 44.8.7.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.
- 44.8.7.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
- 44.8.7.4. As an alternative to Section 44.8.7.1, TCG may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard," and subsequent revisions of this document.

44.9. Information to be Provided for Deployment of Advanced Services

44.9.1. Upon request, Sprint shall provide to TCG:

- 44.9.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
- 44.9.1.2. information with respect to the rejection of TCG's provision of advanced services, together with the specific reason for the rejection; and
- 44.9.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

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

- 44.9.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
- 44.9.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if TCG requires a change in the SMC of a particular loop, TCG shall notify Sprint in writing of the requested change in SMC (via a service order);
- 44.9.2.3. to the extent not previously provided TCG must disclose to Sprint every SMC that the TCG has implemented on Sprint's facilities to permit effective Spectrum Management.

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

narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.

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

44.10.1.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or

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

#### 44.11. Fiber Loops

44.11.1. Dark Fiber Loops

44.11.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable deployed by Sprint that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

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

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

44.11.1.4. TCG must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of March 11, 2005. Sprint will issue a credit to TCG for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By September 10, 2006, TCG must transition the UNEs to alternative facilities or arrangements. If TCG fails to submit the necessary orders, Sprint will convert the Dark Fiber Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of TCG.

#### 44.12. FTTH and FTTC Fiber Loops

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



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

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

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

44.12.2.3. If Sprint deploys FTTH Loop or FTTC Loop and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop.

44.12.2.4. Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.

44.13. Tag and Label. At TCG's request, Sprint will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

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

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

44.13.3. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

## **45. SUBLOOPS**

45.1. Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Sprint will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to TCG covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement.

45.2. Sprint is not required to provide TCG access to dark fiber subloops.

45.3. Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Sprint's outside plant, including inside wire owned or controlled by Sprint, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by TCG to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Sprint is not obligated to offer feeder loop plant as a stand-alone UNE.

45.3.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

45.4. Multiunit premises wiring. Sprint will make available to TCG access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation.

45.4.1. An accessible terminal is any point in Sprint's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

45.4.2. Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.

45.5. Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

45.6. Deployment of advanced services by TCG over subloops will be in accordance with the terms included in 44.8 and 44.9 of this section.

45.7. Reverse ADSL Loops. If a TCG's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must

be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

#### **46. OPERATIONS SUPPORT SYSTEMS (OSS)**

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

#### **47. LOOP MAKE-UP INFORMATION**

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

applicable conditioning charges as set forth in Table One pursuant to Section 53.3 of this Agreement.

#### **48. LOCAL CIRCUIT SWITCHING**

##### **48.1. DS0 Capacity (i.e. mass market)**

48.1.1. Sprint is not required to provide access to local circuit switching on an unbundled basis to TCG for the purpose of serving end-user customers using DS0 capacity loops.

48.1.2. TCG shall migrate its embedded base of end-user customers off of the unbundled local circuit switching element, including local circuit switching provided as part of UNE-P, to an alternative arrangement within 12 months of March 11, 2005. TCG must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. TCG must have completed the transition of the UNEs to alternative facilities or arrangements by the end of the twelve month period. If TCG fails to submit the necessary orders, Sprint will convert the UNE-P to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of TCG.

48.1.3. Notwithstanding the above section, for a 12-month period from March 11, 2005, Sprint shall provide access to local circuit switching, including local circuit switching provided as part of UNE-P, on an unbundled basis for TCG to serve its embedded base of end-user customers. The price for unbundled local circuit switching, including local circuit switching provided as part of UNE-P, obtained pursuant to this section is set forth on Table One. TCG will true-up the rates paid for local circuit switching, including local circuit switching provided as part of UNE-P, back to March 11, 2005. TCG may not obtain new local circuit switching as an unbundled network element.

48.2. Elements related to the local circuit switching element will made available on an unbundled basis to TCG to the extent that TCG is entitled to unbundled local circuit switching as set forth above.

48.2.1. Sprint will provide TCG with non-discriminatory access to signaling, call-related databases and common transport facilities on an unbundled basis, to the extent that Sprint is required to provide unbundled local circuit switching as set forth above.

48.3. Sprint is not required to provide local switching under this Section for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

48.4. Sprint is not required to provide access to local circuit switching on an unbundled basis to requesting carriers using DS1 capacity and above.

## 49. DEDICATED TRANSPORT

49.1. Sprint shall provide TCG with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Sprint's wire centers or switches and another of Sprint's wire centers or switches. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

49.1.1. Sprint is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of Sprint wire centers (i.e. entrance facilities). Further, Sprint is not obligated to provide DSO or OC-N and above Dedicated Transport facilities as a UNE.

49.2. Dedicated DS1 transport shall be made available to TCG on an unbundled basis as set forth below. Dedicated DS1 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

49.2.1. Sprint shall unbundle DS1 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 wire centers. As such, Sprint will unbundle DS1 transport if a wire center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center.

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

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

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

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

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

49.3.1. Sprint shall unbundle DS3 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in this Agreement, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, Sprint will unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.

49.3.2. TCG may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

49.3.3. For a 12-month period beginning on March 11, 2005, any DS3 dedicated transport UNE that TCG leases from Sprint as of that date, but which Sprint is not obligated to unbundle pursuant to sections 49.3.1 and 49.3.2, shall be available for lease from the incumbent LEC at the rate on Table One. TCG will true-up the rates paid for DS3 dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled DS3 transport pursuant to sections 49.3.1 and 49.3.2, TCG may not obtain new DS3 transport as unbundled network elements. TCG must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to TCG for the service order/conversion charge in Table One for

orders submitted prior to December 11, 2005. By the end of the twelve month period, TCG must have transitioned the UNEs to alternative facilities or arrangements. If TCG fails to submit the necessary orders, Sprint will convert the DS3 Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of TCG.

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

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

#### 49.4. Technical Requirements for DS1 and DS3 Dedicated Transport

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

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

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

#### 49.5. Dedicated Dark Fiber Transport

##### 49.5.1. General Rules and Definition

49.5.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable deployed by Sprint that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

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

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

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

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

49.5.1.3. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide TCG notice in accordance with the notice provisions of this Agreement. TCG shall not be able to order new Dark Fiber Dedicated Transport for the identified routes 30 days after the date of the notice, subject to the Dispute Resolution section of this



Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any Dark Fiber Dedicated Transport leased from Sprint on the date of the notice shall be available for a 18-month period from the date of the notice at a rate equal that is 115% of rate TCG paid on the date of the notice.

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

#### 49.5.2. Fiber Availability

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

#### 49.5.3. Interconnection Arrangements

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

#### 49.5.4. Dark Fiber Application and Ordering Procedure

- 49.5.4.1. TCG will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between TCG-specified locations. See Table One for application fee amount.
- 49.5.4.2. Within twenty (20) business days of receipt of DFA, Sprint will provide TCG with a response regarding fiber availability and price.

If Dark Fiber is not available, Sprint will notify  
TCG of the DFA rejection.

TCG will follow the Dispute Resolution Process outlined in Part B of this Agreement if TCG wishes to contest the rejection.

- 49.5.4.3. If Dark Fiber is available, TCG will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the requested Dark Fiber for TCG during these ten (10) business days. If, however, TCG does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- 49.5.4.4. After ten (10) business days of receipt of the price quote, if TCG has not accepted, TCG must submit another DFA and application fee.
- 49.5.4.5. TCG will submit a firm order for Dark Fiber via an access service request (ASR).
- 49.5.4.6. By submitting the Dark Fiber firm order, the TCG agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.
- 49.5.4.7. Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from TCG. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow TCG to extend due date for firm order completion up to sixty (60) business days from the date Sprint receives firm order from TCG. This extended due date must be specified on the firm order.

Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:

- 49.5.4.7.1.1. TCG cancels firm order before the established due date. If this occurs, TCG agrees to reimburse Sprint for all costs incurred to date; or
- 49.5.4.7.1.2. a third party submits firm order for same Dark Fiber. If this occurs, TCG must begin compensating Sprint for monthly recurring and non-recurring charges in order to reserve fiber, once Sprint is able to provide Dark Fiber to TCG.

#### 49.5.5. Maintenance and Testing

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

#### 49.5.6. Rules for Take Back

- 49.5.6.1. Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- 49.5.6.2. Sprint will provide TCG twelve (12) months written notice prior to taking back fiber.
- 49.5.6.3. If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
- 49.5.6.4. Sprint will provide TCG with alternative transport arrangements when Sprint takes back working fiber.
- 49.5.6.5. The Dispute Resolution Procedures found in Part B of this Agreement will be followed if TCG wishes to contest Sprint's decision to take back its leased fiber.

### 50. COMMINGLING

- 50.1. For the purpose of this section, wholesale services includes both services TCG procures for resale pursuant to 251(c)(4) and exchange access service purchased from Sprint's access tariffs.
- 50.2. TCG may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint, subject to section 52.4.4. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint subject to section 41. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per

the appropriate tariff, including any applicable resale discounts pursuant to this Agreement.

## **51. LINE SPLITTING**

### **51.1. Line Splitting**

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

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

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

51.2. When either TCG or the other carrier orders Line Splitting using TCG's OCN, TCG will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Sprint will bill the other carrier for the Line Splitting charges.

## **52. UNE COMBINATIONS**

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

### **52.2. General Terms and Conditions**

52.2.1. Sprint will allow TCG to order each UNE individually in order to permit TCG to combine UNEs with other UNEs obtained from Sprint as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network. TCG will compensate Sprint the costs of work performed to combine the requested UNEs.

52.2.2. TCG may Commingle an unbundled network element or combination of UNEs with access services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. TCG will

compensate Sprint the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. Each component of the commingled facility, either UNE or access service, will be billed at the UNE or access service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and access rates for the same component. Access service rates will be per the appropriate tariff. Sprint will provide TCG access to EEL as provided in this Agreement. Any request by TCG for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 41 and made available to TCG upon implementation by Sprint of the necessary operational modifications.

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

### 52.3. Specific Combinations and Pricing

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

### 52.4. Sprint Offers the Following Combinations of Network Elements

- 52.4.1. Embedded Base of Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the existing combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.
  - 52.4.1.1. Sprint will continue to provide existing combinations of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P, to the extent Sprint is required to provide unbundled local switching as set forth in Section 48 above, at the applicable recurring charges and non-recurring charges as specified in Table One for VOICE UNE-P plus the applicable Service Order Charge until March 10, 2006. Sprint will also bill TCG for applicable Usage Data Recording and Transmission Charges as indicated in Table One.
  - 52.4.1.2. Until such time as Sprint can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to TCG at the recurring flat rate charge reflected in Table One. Upon the implementation of

the necessary operational modifications, Sprint will convert from billing TCG based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.

- 52.4.1.3. Reciprocal compensation for UNE-P Local Traffic and ISP-Bound Traffic that originates and terminates within the same switch shall be on a bill and keep basis.
  - 52.4.1.4. Sprint will provide originating and terminating access records to TCG for access usage over UNE-P. TCG will be responsible for billing the respective originating and/or terminating access charges directly to the IXC. Sprint will bill TCG at the rate set forth in Table 1 for these records.
  - 52.4.1.5. Sprint will provide TCG toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 41 of this Agreement. Sprint will bill TCG at the rate set forth in Table 1 for these records.
- 52.4.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.
- 52.4.2.1. Sprint will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, where Sprint is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges. Sprint will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for TCG's provision of circuit switched telephone exchange service to TCG's end users.
  - 52.4.2.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.
- 52.4.3. In order to obtain the EEL combinations below, a requesting TCG must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. For existing EELs, TCG must recertify compliance with the EELs criteria within 30 days of the Effective Date of this Agreement. TCG must continue to be in compliance with the service eligibility criteria for as long as TCG continues to receive the services in

this section. Sprint will offer the following EEL Combinations:

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

#### 52.4.4. EEL Eligibility Criteria

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

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

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



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

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

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

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

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

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

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

## **53. MODIFICATIONS TO SPRINT'S EXISTING NETWORK**

### **53.1. Modifications to Unbundled Loop**

53.1.1. Sprint will make routine network modifications to unbundled loop facilities used by TCG where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. TCG will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates in accordance with Table One or Sprint will provide a price quote via the ICB process.

53.1.1.1. In the case of unbundled loop facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that Sprint ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for TCG.

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

### **53.2. Modifications to Dedicated Transport**

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

price quote vis the ICB process.

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

### 53.3. Loop Conditioning

53.3.1. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Sprint will condition loops at TCG's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Sprint recommends that TCG utilize the Loop Make-Up process in Section 47 prior to submitting orders for loops intended for advanced services.

**FILE**

**CONTINUED**