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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the matter of:

Petition of Sprint Communications Company Limited)	
Partnership for Arbitration of Proposed Interconnection)	Docket No.
Agreement with BellSouthTelecommunications, Inc.)	961150-TP
Pursuant to the Telecommunications Act of 1996)	

DIRECT TESTIMONY

OF

TONY H. KEY

ON BEHALF OF

SPRINT COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP

October 3, 1996

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DIRECT TESTIMONY OF

TONY H. KEY

ON BEHALF OF

**SPRINT COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP**

1 **Q. Please state your full name, title, employer and business address .**
2
3

4 **A. My name is Tony H. Key. I am employed by Sprint Communications Company**
5 **Limited Partnership as Director, State Regulatory - South. My business address is**
6 **3100 Cumberland Circle, Atlanta, Georgia 30339.**

7
8
9 **Q. Please describe you educational background, work experience and present**
10 **responsibilities.**
11

12
13
14 **A. I graduated from the University of North Carolina with a B.A. Degree in 1967.**
15 **Following graduation, I entered U.S. Naval Aviation, completing active duty in**
16 **1971. In 1972, I joined Southern Bell and for 11 years held various marketing**
17 **and Rate and Tariff positions in North Carolina and at Company Headquarters in**
18 **Georgia. In 1980, I received an MBA Degree from Georgia State University. In**
19 **1984, at the divestiture of the Bell System, I transferred to AT&T and held**
20 **various marketing and regulatory positions. In September, 1987, I joined US**

1 Sprint as Regulatory Manager. In my present capacity, I am responsible for
2 regulatory matters in nine southeastern states and Puerto Rico.

3
4 **Q. Have you testified previously before state regulatory commissions?**

5
6
7 **A.** Yes, I have testified in Georgia, North Carolina, South Carolina, Florida,
8 Kentucky, Tennessee, Alabama, Mississippi and Louisiana in various regulatory
9 proceedings.

10
11 **Q. What is the purpose and scope of your testimony?**

12 **A.** I am presenting testimony in support of Sprint Communications Company
13 Limited Partnership's ("Sprint") request for arbitration of its contract negotiation
14 with BellSouth. The Telecommunications Act of 1996 "the Act" directs
15 companies like Sprint that desire to enter the local exchange service market as
16 new entrants--so called Competitive Local Exchange Companies (CLECs) to
17 undertake contract negotiations with Incumbent Local Exchange Companies
18 (ILECs). If the CLEC and ILEC are not successful in concluding contract
19 negotiations under Sections 251 and 252 of the Act, either party may exercise its
20 right to request arbitration by the state regulatory body that regulates
21 telecommunications.

22
23 Sprint has undertaken negotiations pursuant to Sections 251 and 252 of the Act.
24 Sprint and BellSouth have failed to reach agreement on several crucial contract

1 requirements. Sprint is thus exercising its rights under the Act and is seeking
2 arbitration of the unresolved issues that remain between the parties.

3
4 My testimony covers general policy matters, the need for operational parity
5 between BellSouth and Sprint, and most favored nation rights to rates, terms and
6 conditions contained in any BellSouth contract or tariff, branding issues, network
7 interconnection, access to unbundled network elements, and electronic system
8 interface requirements between Sprint and BellSouth. Dave Stahly also presents
9 testimony concerning cost and price issues and requirements.

10
11 **Q. Has Sprint attempted to negotiate a contract with BellSouth?**

12
13 A. Yes. Sprint has worked with BellSouth in negotiations aimed at achieving a
14 contract with BellSouth. However, BellSouth and Sprint have been unable to
15 reach agreement on several crucial issues.

16
17 **Q. What does Sprint seek in this proceeding?**

18
19 A. Exhibit 1, attached hereto, is Sprint's term sheet. This sets out those terms and
20 conditions Sprint is seeking from BellSouth. Exhibit 2, attached hereto, is
21 Sprint's proposed resale and interconnection agreement which is the substance of
22 the Sprint Term Sheet in contract format.

1
2 Sprint requests that the Florida Public Service Commission (Commission) adopt
3 Sprint's proposed contract, (Exhibit 2), and any modifications agreed to by the
4 parties as the arbitration decision of the Commission to resolve the issues
5 remaining between Sprint and BellSouth.

6
7 **Q. Why is Sprint seeking the Commission's assistance in this regard?**

8
9 **A.** BellSouth is the dominant local exchange carrier providing monopoly or near
10 monopoly service to local exchange subscribers in its franchised service areas.
11 BellSouth has the only ubiquitous local network in these areas. This incumbent
12 status with its near 100% wireline local service penetration produces significant
13 market power for BellSouth.

14
15 Sprint, as a new entrant, has been given rights by the Act to resell the retail
16 services of BellSouth, admittedly obtained at an appropriate discount, and to
17 procure interconnection to BellSouth's unbundled network elements so that Sprint
18 may enter the local market in fair competition with BellSouth. BellSouth has
19 failed, in Sprint's view, to agree to reasonable terms to implement these rights.
20 Because of the market power of BellSouth, Sprint has no viable option other than
21 to exercise its arbitration rights under the Act. Sprint asks the Commission to
22 adopt a fair and comprehensive contract between the parties that fully recognizes

1 Sprint's rights under the Act and promotes the growth of fair competition to the
2 benefit of local service.

3
4
5 **OPERATIONAL PARITY**
6
7
8

9 **Q. Have Sprint and BellSouth agreed on the level of operational parity that**
10 **BellSouth should provide to Sprint?**
11

12 **A. No. They have not.**
13

14 **Q. Please define operational parity.**
15

16 **A. Operational or service parity in the context of the BellSouth/Sprint relationship**
17 **means that Sprint has the ability to provide service to its local exchange service end**
18 **users under terms and conditions and at rates at least equal to the incumbent LEC.**
19 **This is relevant in the sense that, as a purchaser of wholesale services and/or network**
20 **elements from BellSouth, Sprint must rely upon BellSouth, its direct competitor in the**
21 **local exchange market place, to provide these services and/or network elements in a**
22 **timely manner and at a level of quality to enable Sprint to provide an excellent level of**
23 **service. In particular, a determination of whether or not operational or service parity**
24 **exists should include a test of whether BellSouth in any way discriminates against**
25 **Sprint, or Sprint customers in providing parity treatment (as compared to its own end**

1 users or other carriers) in all regards to, by way of example and not limited to,
2 ordering, provisioning, maintenance, call completion, pricing, numbering,
3 maintenance, directory listing, data protection, service availability, product branding,
4 signaling, interconnection and compensation.

5
6 **Q. Some parties in the ILEC industry would interpret parity as being equality**
7 **among the various CLEC competitors in the market place. Does Sprint agree**
8 **with this characterization?**

9
10 **A. Sprint disagrees with this characterization. BellSouth must also be at parity with the**
11 **CLECs. Simply having parity among the various CLEC competitors leaves the one**
12 **market player with literally 100% of the market share with an unreasonable**
13 **competitive advantage.**

14
15 **Q. Generally speaking, does BellSouth support the concept of operational parity?**

16
17 **A. Generally speaking, all ILECs say that they support the concept of operational parity,**
18 **and BellSouth is no different in this regard. However, at a detailed level of actual**
19 **operational interface between BellSouth and Sprint, the notion of true operational**
20 **parity goes awry.**

21
22 **Q. Does the Act address the concept of operational parity?**

1

2 A. Yes, it does. For example, Sec. 251(c)(2)(C) of the Act, clearly imposes upon
3 BellSouth the duty to provide, for facilities and equipment of any requesting
4 telecommunications carrier, interconnection with the local exchange carrier's
5 network... that is at least equal in quality to that provided by the local exchange carrier
6 to itself or to any subsidiary, affiliate, or any other party to which the party provides
7 interconnection. Furthermore, Congress recognized the importance of allowing
8 CLECs the same access to information and information support systems as the ILEC.
9 As part of the requirement for access to the ILEC's information, Congress specifically
10 required LECs to disclose customer proprietary network information ("CPNI") to
11 competitors for purposes of facilitating the initiation of service. CPNI at the time an
12 order is being placed and at the time of order confirmation is essential for a CLEC to
13 recognize and then switch all of a customer's services "as is" to Sprint.

14

15 **Q. Does the Federal Communications Commission ("FCC") address the concept of**
16 **operational parity?**

17

18 A. Yes. The FCC also recognized the importance of allowing CLECs the same access to
19 information and operational support systems in parity with the ILEC. BellSouth has
20 crucial operating systems that contain the information for the ordering, provisioning,
21 maintenance, repair, billing, collection, transmission, routing, and general provisioning
22 of telecommunications service. The FCC concluded that these critical operations

1 support systems functions are subject to the nondiscriminatory access requirements of
2 the Act and that an ILEC must provide CLECs nondiscriminatory access to those
3 systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing
4 on the same level of availability that the ILEC gives to itself. Without these electronic
5 interfaces in place, the CLEC is placed at significant disadvantages in several respects
6 in relation to the ILEC. Prior to true and full electronic interface, however, BellSouth
7 still has an overarching obligation to provide its services, features, functions,
8 unbundled network elements, etc. on at least a parity basis with what it provides
9 internally in support of its own end users. Manual interfaces or interim and/or
10 incomplete electronic interfaces present a difficult problem for BellSouth, but the
11 obligation for full parity exists regardless. At a minimum, BellSouth can not claim
12 satisfaction of Sec. 252 of the Act absent full, thorough, and standardized electronic
13 interface implementation.

14
15 The FCC, in Rule 51.313(b), further requires parity in the timing of the deployment of
16 unbundled network elements stating that:

17 "the terms and conditions pursuant to which an incumbent LEC offers to
18 provide access to unbundled network elements, including but not limited to,
19 the time within which the incumbent LEC provisions such access to
20 unbundled network elements, shall, at a minimum, be no less favorable to the
21 requesting carrier than the terms and conditions under which the incumbent
22 LEC provides such elements to itself."

23
24 This further rebuts any claim that parity need only exist among CLECs, thus allowing
25 the incumbent LEC to discriminate against the CLECs in this regard.

1 **Q. Does Sprint and BellSouth agree on the areas of operational parity as set forth in**
2 **the Sprint Term Sheet?**

3
4 A. On some issues, the parties agree, and on several, they do not. Exhibit 3, attached
5 hereto, is a matrix that reflects those issues with designation as to agreement and
6 disagreement.

7
8 **Q. Please identify the first area of the Sprint Term Sheet, Exhibit 1, pertaining to**
9 **operational parity where BellSouth and Sprint are not in agreement.**

10
11 A. In the Business Process - Order Processing area, item III.A.10. of the Sprint Term
12 Sheet it states that "When necessary and available, Sprint requires the 'real time'
13 ability to schedule installation appointments with the customer on-line and access
14 ILEC's schedule availability.

15
16 **Q. Why does Sprint need to have real time ability to schedule installations?**

17
18 A. Scheduling with the customer on-line is expected by the customer in the LEC industry.
19 Customers do not expect to be called back at a later time with an installation
20 appointment. They expect their order to be handled in one call. Sprint must have the
21 same capability to quote installation appointments as BellSouth and can not have that
22 capability without "real time" access to BellSouth's schedule availability.

1

2 **Q. What aspect of this issue is BellSouth and Sprint not in agreement on?**

3

4 A. It's recognized that BellSouth is developing an electronic interface that is scheduled to
5 be available the first or second quarter of 1997. It's also recognized that it's
6 BellSouth's intent to provide Sprint's customers the same average intervals as
7 BellSouth provides it's own customers. Without an operating interface and data to
8 compare, Sprint can not factually agree the interface will meet Sprint's requirements.

9

10 **Q. In what other areas has Sprint and BellSouth failed to reach agreement?**

11

12 A. In the Business Process - Order Processing area, item III.A.11 of the Sprint Term
13 Sheet, Exhibit 1, states that "ILEC should provide "real-time" response for: firm order
14 confirmation, due date availability/scheduling, dispatch required or not, identity of
15 line option availability by LSO (such as Digital Copper, Copper Analog, ISDN, etc.),
16 order completion with all service order and time and cost related fees, rejections/errors
17 on service order data element(s), jeopardy against the due date, missed appointments,
18 additional order charges (construction charges), order status, validation of street
19 address detail, and electronic notification of the local line options that were
20 provisioned, at the time of order completion, by the ILEC for all Sprint local
21 customers. This applies to all types of service orders and all elements."

22

1 **Q. What is Sprint's justification for requesting this Term Sheet item?**

2

3 A. This Term Sheet item reflects many pieces of information that make the
4 Sprint/BellSouth service ordering/provisioning process function efficiently and
5 accurately. To the extent that any or all of these functions are manual, the process is
6 inefficient, fraught with human error and in no way enables Sprint to provide quality
7 or timely service to its end users. Manual processes force Sprint into unequal due
8 date scheduling and/or require Sprint to provision to a standard interval while
9 BellSouth is able to complete orders on the first available installation date. Also, as
10 discussed in response to Sprint Term Sheet III.F.3, below, Sprint must have access to
11 BellSouth's switch network identification data base so Sprint can be aware of
12 BellSouth's current and future vertical service features in each switch it utilizes.

13

14 **Q. What aspect of this issue is BellSouth and Sprint in disagreement?**

15

16 A. BellSouth intends to have an interactive electronic interface available the first or
17 second quarter of 1997. Access will be via dial-up, LAN-to-LAN, or through the
18 Internet. It is not possible to determine if this interface will meet the criteria "parity"
19 standard. BellSouth has indicated that it cannot agree to real time order response to
20 rejections/errors, jeopardy on due date, missed appointment or additional order
21 charges.

22

1 **Q. Does BellSouth agree to provide appropriate misdirected call handling?**

2
3 A. No. The Business Process - Order Processing area, III.A.12. of the Sprint Term
4 Sheet, Exhibit 1, states that "At all times, ILEC will direct customers to Sprint for
5 inquiries or actions concerning their Sprint service. ILEC should either migrate from
6 N11 dialing to its business office and repair centers to seven digit numbers or 800
7 numbers so that Sprint customers have dialing parity to similar centers or ILEC should
8 make N11 dialing available so that Sprint customers are directed to Sprint" in an
9 unbranded, competitively neutral manner. BellSouth has not agreed to comply with
10 these provisions.

11
12 **Q. What is wrong with BellSouth failing to deliver misdirected calls to Sprint as**
13 **requested?**

14
15 A. The direct control and involvement by Sprint customer service representatives of all
16 contacts with its customers is the only way for Sprint to ensure that the customer
17 contact is properly reflective of the level of service that Sprint desires. By avoiding
18 customer contact by BellSouth, its incumbent LEC competitor in the local market,
19 Sprint can also guard against any competitive bias that would inevitably find its way
20 into the customer contact. In this regard, discriminatory access to N11 dialing is
21 especially troublesome.

1 N11 dialing, specifically 611 (Business Office) and 811 (Service Center) have in many
2 cases traditionally been the sole access points to the incumbent LEC. Customers have
3 been conditioned over many years to access "the telephone company" by dialing the
4 three digit abbreviated dialing scheme. In some locations, this abbreviated access
5 scheme is being phased out -- in other locations, it continues to exist and is even
6 advertised. For BellSouth to retain this three digit dialing access code exclusively
7 would yield a competitive advantage over any new entrant. An unbranded voice
8 response unit or automated CLEC identification procedure that allows the
9 identification and/or routing of a customer to the proper service provider is the only
10 competitively neutral way to retain N11 dialing.

11

12 This problem also concerns the Business Process - Trouble Resolution, Maintenance,
13 Customer Care area, item III.C.2. of the Sprint Term Sheet. Sprint seeks development
14 of a process for the management of misdirected service calls, to be used to
15 refer/transfer calls from customers to Sprint for action. N11 dialing to BellSouth
16 repair centers should be discontinued, or N11 call routing to the appropriate carrier
17 should be available.

18

19 Through force of habit, there will continue to be instances where a Sprint customer
20 mistakenly calls BellSouth for inquiries, outages, service availability questions, etc.
21 The transfer of that customer inquiry to Sprint must be swift and devoid of any bias
22 against Sprint. N11 dialing must no longer be a customer contact vehicle for BellSouth

1 exclusively. Abbreviated dialing is efficient and well known in many parts of the
2 country, and should be made competitively neutral by automatically routing calls to
3 the customer's service provider. To continue N11 routing exclusively for BellSouth
4 creates an exclusive "ease of doing business" advantage for BellSouth.

5
6 **Q. How does BellSouth and Sprint differ on this issue?**

7
8 A. BellSouth uses 611 for repair service and feels it is not practical to modify the current
9 process to accommodate Sprint. If a Sprint customer calls BellSouth, BellSouth will
10 direct Sprint customers to Sprint for inquiries or action concerning their Sprint service.

11
12 **Q. Has BellSouth agreed to tell Sprint when it disconnects services or unbundled
13 elements previously used by Sprint?**

14
15 A. No. The Business Process - Provisioning and Installation area, III.B.2. of the Sprint
16 Term Sheet, states that "Within 48 hours of any disconnect, ILEC will notify Sprint of
17 the disconnect of any Sprint unbundled element, combination, or service."

18
19 **Q. Why is this a problem?**

20
21 A. As a matter of billing equity between Sprint and BellSouth, Sprint must ensure the
22 coordinated disconnect of its end user service with the termination of the purchase of

1 the underlying unbundled element(s), combinations or wholesale service(s) to ensure
2 that it is not continuing to be charged for things that it no longer utilizes. Failure to
3 provide timely reporting of service termination between BellSouth and Sprint will
4 only exacerbate billing disputes between the parties, and could also lead to increased
5 fraud by end users.

6
7 **Q. How does BellSouth and Sprint differ on this issue?**

8
9 **A. BellSouth will use a mechanized letter to notify Sprint of disconnects. BellSouth will**
10 **have to provide Sprint data or methods and procedures supporting the 48 hour desired**
11 **interval prior to Sprint being satisfied its expectation is met.**

12
13 **Q. Can Sprint provide timely maintenance scheduling?**

14
15 **A. It is not certain that Sprint will be able to provide timely maintenance scheduling.**
16 **The Business Process - Trouble Resolution, Maintenance, & Customer Care area, item**
17 **III.C.3.a., b, and d of the Sprint Term Sheet, states that "Sprint must have read and**
18 **write access to ILECs maintenance and trouble report systems including the following**
19 **systems and or functionality: (a) trouble reporting/dispatch capability - access must be**
20 **real time; (b) repair status/confirmations; maintenance/trouble report systems; and d.**
21 **mechanized line testing."**

1 If Sprint does not have the ability to log a trouble ticket and dispatch a maintenance
2 person, it is wholly at the mercy of its direct competitor, BellSouth. The potential for
3 bias in the scheduling and/or resolution of trouble on a Sprint end user service outage
4 situation is unacceptable. If Sprint does not have the ability to view the status of an
5 outage or trouble situation, it will be unable to directly respond to the customer's
6 questions if a customer calls Sprint to inquire as to the status of the outage. Finally, it
7 is common industry practice to test customer lines during the process of taking the
8 repair call from the customer. If Sprint can not test the status of a line, with the
9 customer on line, it is again reliant on its direct competitor, BellSouth to quickly and
10 accurately perform the test and notify Sprint who would then need to call back its end
11 user. This "call back" requirement increases response time and makes Sprint's trouble
12 resolution process inferior to BellSouth's. In any case, not having the ability to test
13 and provide preliminary status information while the customer is on line sets up a
14 disparate customer interface situation that will exist between BellSouth and its
15 customers.

16
17 **Q. How does Sprint and BellSouth differ on this issue?**

18
19 **A.** Interactive interfaces are under development and will be available during the first
20 quarter of 1997. It is not possible to determine if these interfaces will meet Sprint's
21 requirements until they are operational and fully tested.

1 **Q. In what other area has Sprint and BellSouth failed to reach agreement?**

2
3 **A. In the Business Process - Billing area, item III.D.8. of the Sprint Term Sheet, Sprint**
4 **seeks EMR records for inward terminating and outward originating calls via daily**
5 **files in an agreed upon media (e.g., Network data movers ("NDM")), at no additional**
6 **charge.**

7
8 **Q. Why does Sprint need daily files?**

9
10 **A. Daily transmission of EMR records facilitates timely rendering of billing to carriers**
11 **and end users. Without daily files, multiple billing cycles would be impossible. In**
12 **today's environment, multiple billing cycles such as those used by BellSouth are a**
13 **competitive necessity. A common data transmission media reduces the cost of a**
14 **national CLEC like Sprint. If Sprint were faced with a requirement to accommodate**
15 **multiple billing transmission media, it would need to design separate and distinct**
16 **processes on its end, adding cost to the development of electronic interfaces. This is**
17 **neither necessary nor acceptable. Sprint does not feel an additional charge is justified**
18 **for this service because it is a matter of providing Sprint parity access to the BellSouth**
19 **operating system(s) that provide the same information to BellSouth's own end user**
20 **billing system. If charges were to apply they should be based on the TELRIC**
21 **methodology and include only the additional costs specific to providing this function.**

1 This does not include double billing for an operational system interface that is required
2 for other purposes.
3

4 **Q. How does Sprint and BellSouth differ on this issue?**

5
6 **A. BellSouth will provide usage data for billable calls, but not call attempts for resale or**
7 **unbundled. BellSouth does record some call attempts for access billing purposes.**
8 **However, these are not sent to CRIS, the billing system for processing the daily call**
9 **detail records. BellSouth feels that adding call attempt records from the access billing**
10 **system to CRIS would be too burdensome. In addition, daily usage detail is an**
11 **optional service with a charge of \$0.005 per message. It's assumed this charge is not**
12 **based on TELRIC.**
13

14 **Q. In what other area has Sprint and BellSouth failed to reach agreement?**

15
16 **A. In the Business Process - Quality of Service area, item III.E.9. of the Sprint Term**
17 **Sheet states that "Sprint and ILEC must agree upon a mechanism whereby ILEC will**
18 **improve performance when it is in breach of commission imposed or agreed upon**
19 **quality-of-service standards. ILEC shall indemnify Sprint for any forfeitures or civil**
20 **penalties or other regulator-imposed fines caused by ILEC failure to meet commission**
21 **imposed service standards or agreed to service standards."**
22

1 **Q. Why should BellSouth indemnify Sprint under these circumstances?**

2
3 A. If regulation mandated quality of service standards exist, Sprint will be expected to
4 abide by the same standards imposed on BellSouth. If Sprint's inability to meet these
5 standards is caused by failure on the part of BellSouth, Sprint is in the position of not
6 being able to rectify its sub-par performance absent improvement of BellSouth. Sprint
7 sees no reason why it should be required to bear the punitive burdens resulting from
8 failures beyond its control and well within the control of BellSouth. Further, as a
9 monopoly supplier of service to Sprint, BellSouth should be required to participate in
10 the development of quality of service standards and be measured against these
11 standards to determine success or failure. Many ILECs do not yet consider their
12 CLEC competitors as customers, so bolstering of the requirement to engage in quality
13 improvements between Sprint and BellSouth may be required to the extent it does not
14 occur voluntarily.

15
16 **Q. Is Sprint and BellSouth in agreement on this issue?**

17
18 A. No. Up until this point in time, BellSouth has not agreed to indemnify Sprint with
19 respect to this issue.

20
21 **Q. Have Sprint and BellSouth reached a general agreement on what BellSouth**
22 **unbundled elements must be provided at parity?**

1
2 A. No. The Business Process - Quality of Service area, item III.E.10. of the Sprint Term
3 Sheet states that "Sprint must be at parity with the ILEC (or its affiliates or third
4 parties) in provision of unbundled elements. This must at a minimum include: (a)
5 Switch features at parity; (b) Treatment during overflow/congestion conditions at
6 parity; (c) Equipment/interface protection at parity; (d) Power redundancy at parity; (e)
7 Sufficient spare facilities to ensure provisioning, repair, performance, and availability
8 at parity; (f) Standard interfaces; and (g) Real time access to integrated test
9 functionality."

10
11 Sprint believes that all of these items must be provided at parity because each of the
12 requirements set forth in III.E.10 above are routinely utilized by BellSouth. Sprint is
13 merely asking for the same access as BellSouth utilizes itself. Sec. 251(c)(3) of the act
14 and the FCC Rules support this parity requirement.

15
16 **Q. What is BellSouth's position on this issue?**

17
18 A. BellSouth is reluctant to commit to "real time" access. This issue, in part, relates to
19 the electronic interfaces that are under development at BellSouth. BellSouth would
20 also prefer the term parity not be used.
21

1 **Q. Has BellSouth agreed to provide Sprint information concerning the capabilities**
2 **of BellSouth switches and other network components?**

3
4 A. No. In the Business Process - Information Area, Item III.F.3, 4 & 7, Sprint Term
5 Sheet, Sprint proposes parity access to BellSouth switch capabilities, upgrade
6 information, and other network capabilities.

7
8 BellSouth routinely engages in switch upgrades that provide the ability to offer a more
9 robust set of features and functions to its end users. Sprint must be given notice of
10 such upgrades to ready itself to offer these enhancements to its current and potential
11 customers in the same manner as BellSouth will undoubtedly do. If BellSouth does
12 not provide both base-line switching capabilities and update information, Sprint will
13 not be able to identify where it may sell certain services to end users. This information
14 must be available so knowledge of available service features is at parity.

15
16 Often, enhanced services differ below the switch level, due to the quality of the
17 loop/pair gain facilities deployed in the ILEC network. Sprint must have this
18 information at a detailed level to be in a position to inform its current and potential
19 customers of enhanced feature availability. Absent this information, Sprint will be
20 forced to operate "in the dark" and not be in a position to compete effectively with
21 BellSouth who will have ready internal access to network topography at a detailed
22 level.

1
2 To the extent BellSouth has knowledge of enhanced network capabilities in advance of
3 Sprint and is unwilling to share that information with Sprint, extensive market
4 research, product development, sales, and marketing efforts could be conducted to the
5 exclusive advantage of the incumbent, placing Sprint and other CLECs "behind the
6 curve" from both a market responsiveness and a network utilization standpoint.

7
8 **Q. Has BellSouth and Sprint reached agreement on this issue?**

9
10 **A. No.** BellSouth will provide an electronic interface to its PSIMS database first quarter
11 of 1997. PSIMS is BellSouth's service and feature database. This interface may
12 provide the information requested by Sprint. An exception is the availability of rate
13 center information and information at the street address level. This interface is to be
14 available end of first quarter 1997. Complete agreement can not be reached until the
15 actual functionality is demonstrated.

16
17 In addition, BellSouth is concerned about modifying or developing a process to notify
18 Sprint of changes in the same time frame as BellSouth notifies it's internal recipients.
19 BellSouth has proposed two potential modifications to the current term sheet
20 language. The first would in effect only require BellSouth to notify Sprint of changes
21 affecting Sprint's network. The second would be to eliminate the issue of parity

1 between notification of Sprint and BellSouth marketing personnel of network
2 information availability. Neither proposal is acceptable to Sprint.

3
4 **Q. Has BellSouth reached agreement on access to Poles, Ducts, Conduits, and Right-**
5 **of-Ways?**

6
7 A. No. In the Access to Poles, Ducts, Conduits, and Rights of Way area, V.A.1. of the
8 Sprint Term Sheet, Sprint states that "Where facilities are available, ILEC must
9 provide any telecommunications carrier requesting access with equal and non-
10 discriminatory competitively neutral access to, by way of example and not limitation,
11 any pole, duct, conduit, and ROW on terms and conditions equal to that obtained by
12 the ILEC. Other users of facilities cannot interfere with the availability or use of
13 these facilities by Sprint." In addition, section, V.A.3. states "Any ILEC having poles
14 and/or ducts on, over or under public or private property, to the extent allowed by
15 law, must permit the use of such facilities by any other telecommunications carrier on
16 an equal and non-discriminatory basis."

17
18 **Q. Is it reasonable for BellSouth to disagree with this request?**

19
20 A. No. Poles, ducts, conduits and rights of way are, by their nature, scarce commodities
21 possessed, in this instance, by the incumbent LECs. If BellSouth were to refuse or in
22 some way hinder nondiscriminatory access to these key interface points, new

1 "facilities-based" entrants would be disadvantaged. Sec. 251(b)(4) of the Act,
2 imposes an obligation upon ILECs to "afford access to the poles, ducts, conduits, and
3 rights-of-way of such carrier to competing providers of telecommunications services
4 on rates, terms, and conditions that are consistent with Sec. 224. Sec. 224(f)(1)
5 requires a utility to "provide... any telecommunications carrier with
6 nondiscriminatory access to any pole, duct, conduit or right of way owned or
7 controlled by it."

8
9 **Q. What is BellSouth's position on this issue?**

10
11 **A. BellSouth does not agree to provide access if the facilities requested are in their five**
12 **year plan.**

13
14 **Q. Is there a more reasonable time frame?**

15
16 **A. Yes. Although the Telecommunications Act suggests the CLECs short term needs**
17 **are more important than the ILECs longer term needs, Sprint thinks a period of three**
18 **or fewer years is more appropriate. In any event, a CLEC should not be denied access**
19 **just because facilities are planned for future use. All alternatives should be**
20 **considered, including constructing additional facilities for future needs when they are**
21 **really needed.**

1 **Q. Has BellSouth agreed to provide information on its network availability within a**
2 **reasonable time?**

3
4 A. No. In the Access to Poles, Ducts, Conduits, Rights-of-Way - Information area, item
5 V.C.3. of the Sprint Term Sheet states that "ILEC must provide information on the
6 location of, and the availability to access conduit, poles, etc., to any
7 telecommunications carrier requesting such information, within 10 working days after
8 the request." As Sprint either deploys its own network or utilizes portions of
9 BellSouth's network in delivering service to its end users, it must engage in network
10 planning scenarios that optimize the delivery of these services. Whether and where
11 BellSouth's conduit, poles, ducts and rights-of way are available is critical to Sprint's
12 network planning exercises. Thus, consistent with the intent of both the Act and the
13 FCC Order supporting the Act, BellSouth should be required to cooperate fully with
14 Sprint in disclosing this availability in a timely manner. Such full and timely
15 disclosure facilitates the development of effective competition, and should be required
16 by the Commission. As in many of the instances involving parity problems between
17 Sprint and BellSouth, left unchecked by Commission oversight, the natural tendency
18 on BellSouth's part will be to withhold as much information on facilities availability
19 as possible to retain as much of a competitive advantage as possible.

20
21 **Q. What is BellSouth's position on this issue?**
22

1 A. BellSouth suggests a 20 day interval versus Sprint's 10 day. In addition, field surveys
2 will be conducted at Sprint's expense without reference to TELRIC plus a reasonable
3 allocation of joint and common costs to be consistent with the Act.
4

5 **Q. Has BellSouth met Sprint's or the FCC's requirement on which services will be**
6 **offered for resale?**
7

8 A. No. Sprint Term Sheet section, XIV.A.1, states, "All regulated telecommunications
9 services offered to end-users of the ILEC must be available for resale by Sprint. This
10 includes volume discounted products, grandfathered products, individual case basis
11 products, operator services, directory assistance, vertical services and promotions."¹⁷
12

13 **Q. Which regulated services is BellSouth refusing to offer for resale at a wholesale**
14 **rate?**
15

16 A. BellSouth has identified the following services that are not available at a wholesale
17 rate. Grandfathered service; promotional and trial retail service offerings; lifeline and
18 linkup services; contract service arrangements; installment billing options; 911 and
19 E911 services; interconnection services for mobile service providers; and legislatively
20 or administratively mandated specialized discounts.
21

22 **Q. What is Sprint's justification for requesting resale of all retail services?**

1
2 A. Section 251(c)(4) of the Telecommunications Act is quite clear in this regard, with the
3 only potential prohibition being in the area of cross class selling, i.e., purchasing
4 residence service and reselling it as business service. Additionally, Subpart G (Resale)
5 Section 51.603 (a) of the FCC Rules further obligates LECs to "make its
6 telecommunications services available for resale to requesting telecommunications
7 carriers on terms and conditions that are reasonable and non-discriminatory." In
8 addition, paragraph 51-605 (a) states "An incumbent LEC shall offer to any requesting
9 telecommunications carrier any telecommunications service that the incumbent LEC
10 offers on a retail basis to subscribers that are not telecommunications carriers for
11 resale at wholesale rates that are at the election of the state commission..." Thus, for
12 example, Sprint's position is that all promotions be extended for resale (though only
13 promotions greater than 90 days must carry a wholesale discount as they are offered
14 for resale). Paragraph 948 of the FCC's Order in CC Docket No. 96-98 clearly states
15 that "We therefore conclude that no basis exists for creating a general exemption from
16 the wholesale requirement for all promotion of discount service offerings made by
17 incumbent LECs." It is only in Paragraph 949 where the FCC concludes that "short
18 term promotional prices do not constitute retail rates for the underlying services and
19 are thus not subject to the wholesale rate obligation." Nowhere does the FCC
20 conclude that short term promotional rates not be offered at a non-discounted level for
21 resale, e.g., the promotion is extended to resellers exactly as it is offered to its own end
22 users. The FCC, in its conclusion states that promotional rates in effect in excess of 90

1 days constitute "retail rates", further established, in Paragraph 950, that "Promotional
2 offerings greater than 90 days in duration must be offered for resale at wholesale rates
3 pursuant to section 251 (c)(4)(A)." Generally speaking, any potential exclusions arise
4 as to whether or not BellSouth must offer its retail services at wholesale rates or not.
5 Whether or not to offer them for resale at all is not debatable.

6
7 **Q. Has BellSouth agreed to provide appropriate order confirmation to Sprint?**

8
9 **A. No. In the Resale - Ordering area, item XIV.D.3. of the Sprint Term Sheet states that:**

10
11 "ILEC shall provide confirmation of the installation/change activity to Sprint
12 via an initial Firm Order Commitment ("FOC") and positive completion of
13 order activity. Sprint requires an "as is" process when customers are
14 migrating from ILEC to Sprint at the same location. On migration-type
15 orders, the FOC should contain all services/features currently being provided
16 by ILEC and those services/features being migrated to Sprint. On new
17 installation/change orders, the FOC should verify all services/features ordered
18 by Sprint. A positive completion delineating all the services installed and
19 those not installed should be sent to Sprint upon actual completion within 24
20 hours of Order completion. This will ensure proper billing to end-user
21 customers for services provided."
22

23 A timely communication of the status of a given Sprint order with BellSouth is a
24 crucial component to Sprint's ability to provide timely, accurate, quality service to its
25 end user. Thus, Sprint must have at its disposal order status at each and every stage of
26 the ordering phase of the customer transaction. If Sprint does not have order status
27 information, it can not answer questions that may be directed to it by its end users.
28 Sprint's access to "as is" customer information (without the delivery of a signed LOA
29 to BellSouth) is critical to the smooth and accurate initial transaction with its

1 customer. The inability to "see" and offer its customer the services that he/she had in
2 service with BellSouth at the time of sale creates a serious information availability
3 disparity situation.

4
5 Not having access to "as is" information requires the Sprint sales representative to take
6 the customer through a menu of services, features, etc. while the customer may or may
7 not recall what services he/she subscribed to when service was provided by BellSouth.
8 This creates a level of customer service complexity that can only hinder Sprint's
9 ability to serve a new customer in the quality manner that it intends to do. It most
10 certainly creates a disparity situation in relation to BellSouth. Further, Sprint should
11 be able to indicate an "as is" status on the Local Service Request (LSR) when ordering
12 service from BellSouth on behalf of the end user who wants only what she/he had with
13 BellSouth. Failure to acknowledge "as is" order causes Sprint to re-enter all of the
14 products and services, interjecting a margin of error in the already difficult service
15 ordering process. Perhaps the most disturbing aspect of a BellSouth policy that would
16 prohibit "as is" migrations is that the customer record is, by definition, already
17 accurate. It is perhaps the simplicity of the transaction that causes BellSouth to resist
18 this streamlining of what Sprint has discovered is a cumbersome and error-prone
19 process.

20
21 Further, the Resale - Ordering area, item XIV.D.4. of the Sprint Term Sheet states that
22 "Once Sprint has obtained a customer, the ILEC shall provide in pre-ordering and

1 ordering phases of processing the Sprint order, the ILEC regulated local
2 features/products/services/elements/combinations that were previously provisioned by
3 the ILEC for all affected Sprint local customers. This applies to all types of local
4 service orders and all elements. Sprint requires that the ILEC provide any customer
5 status which qualifies the customer for a special service (e.g., DA exempt, lifeline,
6 etc.)." For similar reasons to those supporting order completion information, pre-
7 ordering information should also be provided.

8
9 **Q. What is BellSouth's position on these two issues?**

10
11 **A.** On issue XIV.D.3, Sprint Term Sheet, BellSouth hasn't provided all the specific
12 information necessary to determine if Sprint's expectations will be met.

13
14 On issue XIV.D.4, Sprint Term Sheet, BellSouth will not provide CSR information in
15 the "pre-ordering" phase. In addition, BellSouth has not determined if all the
16 necessary special status information will be available within the context of pre-
17 ordering and ordering phases of the process.

18
19 **Most Favored Nations**

20
21 **Q. Should the prices, terms and/or conditions under which services or facilities are**
22 **provided by BellSouth to one carrier be made available to all carriers, including**
23 **Sprint?**

1 A. Yes. BellSouth is required by the Act and the FCC to offer any individual price, term
2 and/or condition offered to any carrier by BellSouth to any other carriers. Sprint refers
3 to this requirement as the most favored nations ("MFN") right. The MFN applies to
4 all unbundled elements, resold services, rates and conditions.

5
6 **A. What is the basis for the MFN requirement?**

7
8 A. The FCC ordered MFN in its August 8, 1996 First Report and Order and placed this
9 requirement in its Rules implementing the Act. FCC Rule at § 51.809 states:

10
11 "(a) An incumbent LEC shall make available without unreasonable delay to
12 any requesting telecommunications carrier any individual interconnection,
13 service, or network element arrangement contained in any agreement to
14 which it is a party that is approved by a state commission pursuant to section
15 252 of the Act, upon the same rates, terms, and conditions as those provided
16 in the agreement. An incumbent LEC may not limit the availability of any
17 individual interconnection, service or network element only to those
18 requesting carriers serving a comparable class of subscribers or providing the
19 same service (i.e., local, access, or interexchange) as the original party to the
20 agreement."
21

22 Further, the FCC, at paragraph 217 of the First Report and Order, quoted Section
23 202(a) or the Communications Act, as amended:

24
25 "It shall be unlawful for any common carrier to make any unjust or unreasonable
26 discrimination in charges, practices, ... facilities or services for or in connection with
27 like communication service...by any means or device, or to make or give any undue or
28 unreasonable preference or advantage to any particular person."
29

30 In regard to interconnection-related issues where a MFN right would prevent
31 discrimination, the FCC further noted that Section 251(c)(2)(d) of the Act creates a
32 firm duty whereby the ILEC must provide interconnection "on rates, terms, and
33 conditions that are just, reasonable, and nondiscriminatory...." The FCC points out

1 that this nondiscriminatory requirement in Section 251(c)(2) is not limited by the
2 "undue or unreasonable" qualifier found in Section 202(a).

3
4 Section 251(c)(4) of the Act brings a high nondiscrimination standard to ILEC resold
5 services. It imposes the duty:

6
7 "(A) to offer for resale at wholesale rates any telecommunications service that the
8 carrier provides at retail to subscribers who are not telecommunications carriers; and

9
10 (B) not to prohibit, and not to impose unreasonable or discriminatory conditions or
11 limitations on, the resale of such telecommunications service..."

12
13 Clearly, Congress and the FCC require non-discriminatory MFN treatment by ILECs
14 of all new entrants.

15
16 **Q. Why did the Act and the FCC place such an emphasis on non-discriminatory**
17 **treatment?**

18
19 A. Non-discriminatory treatment in the MFN context is essential to the creation of a truly
20 competitive local telephone service market. In this period of emerging competition
21 where negotiations are rapidly progressing simultaneously, it is critical that the
22 regulator establish rules that ensure equity among the various market entrants. This is
23 important so that any one entrant does not gain an advantage due simply to its size, or
24 trade-offs within agreements with an ILEC. For example, to the extent one carrier is
25 able to gain a more favorable rate or condition through its individual negotiations, that
26 carrier would have lower costs or superior terms and would then be able to under price
27 its competitors or better serve its customers. Such a situation would have a chilling
28 effect on competition and would unfairly and unreasonably predetermine which
29 carriers will succeed and which carriers will fail. Each new entrant should be provided

1 with an equal opportunity to succeed and an equal opportunity to fail. In the end, it
2 should be consumers which select the winners and losers in a competitive marketplace
3 by voting with their pocketbook, not the ILEC through discriminatory pricing or
4 conditions with preferred CLECs.

5
6 **Q. Why, since the FCC has been so clear on the issue, does this Commission need to**
7 **be concerned about MFN rights?**

8
9 A. BellSouth does not agree with MFN in the context we are discussing.

10
11 **Q. Have you addressed MFN in the Sprint Term Sheet?**

12
13 A. Yes. In Term Sheet item I.B., Sprint describes MFN in terms consistent with the
14 position of the FCC and our discussion in this arbitration filing.

15
16 **Q. What is BellSouth's position on MFN?**

17
18 A. BellSouth is unreasonably restricting MFN rights by bundling service offerings, broad
19 categories of services, or entire contracts. It is not allowing the freedom of choice for
20 CLECs to choose "any individual interconnection, service, or network arrangement
21 contained in any agreement to which BellSouth is a party" as prescribed by the FCC.
22 Specifically, BellSouth agrees with MFN only to the extent that certain terms within
23 the agreement are not severable if they were agreed upon collectively and not as
24 separate items. For example: Individual items under "Resale" are not severable.

25
26 **Q. Did the FCC consider this specific issue?**
27

1 A. Yes. The FCC concluded in paragraph 1310 of the First Report and Order that Section
2 252(i) supports the requesting carrier's ability to choose among individual provisions
3 contained in the publicly filed interconnection agreements. The FCC noted that
4 "Congress drew a distinction between any interconnection, service, or network
5 element[s] provided under an agreement, which the statute lists individually, and
6 agreements in their totality." The FCC concluded that "Requiring requesting Carriers
7 to elect entire agreements, instead of provisions relating to specific elements, would
8 render as mere surplus the words any interconnection service, or network element."
9 The Commission went on to note that failure to make provisions available on an
10 unbundled basis could encourage an incumbent LEC to insert into its agreements
11 onerous terms for a service or element that the original carrier does not need, in order
12 to discourage subsequent carriers from making a request under that agreement.

13
14 **Q. Does Sprint propose any limits to its MFN right?**

15
16 A. Yes. There are five (5) situations where an ILEC's bundling of rates and conditions
17 are reasonable and appropriate. The five situations are:

- 18
19 1. Cost-based volume discounts,
20 2. term discounts,
21 3. significant differences in operational support interfaces,
22 4. technical sequential feasibility, and
23 5. geographic deaveraging.

24
25 **Q. Why should cost-based volume discounts be allowed while non-cost based volume**
26 **discounts should not be allowed?**

27
28 A. Cost-based volume discounts reflect the actual costs incurred by BellSouth and can be
29 calculated in a rigorous, quantitative, objective manner. Cost-based volume discounts

1 are based on tangible, real factors that reflect the underlying costs of providing the
2 service. On the other hand, noncost-based volume discounts discriminate by applying
3 subjective factors that can be used to favor one carrier or one type of carrier over
4 another without any underlying cost rationale.

5
6 While cost-based volume discounts may provide larger carriers with a lower per-unit
7 price than a smaller carrier, these price differences will be non discriminatory and
8 firmly grounded in a cost-based analysis.

9
10 **Q. Did the FCC consider non cost-based volume discounts for resold services in its**
11 **recent order?**

12
13 **A. Yes. The FCC stated in paragraph 953 of the First Report and Order the following:**

14
15 "With respect to volume discount offerings, however, we conclude that it is
16 presumptively unreasonable for incumbent LECs to require individual reseller
17 end users to comply with incumbent LEC high-volume discount minimum usage
18 requirements, so long as the reseller, in aggregate, under the relevant tariff,
19 meets the minimal level of demand. The Commission traditionally has not
20 permitted such restrictions on the resale of volume discount offers. We believe
21 restrictions on resale of volume discounts will frequently produce
22 anticompetitive results without sufficient justification. We, therefore, conclude
23 that such restrictions should be considered presumptively unreasonable. We
24 note, however, that in calculating the proper wholesale rate, incumbent LECs
25 may prove their avoided costs differ when selling in large volumes."

26
27 Sprint believes this same non discriminatory ideal applies to inappropriate wholesale
28 volume discounts and that any such discount must be cost-based or it should similarly
29 be presumed unreasonable. Clearly, the FCC believes non cost-based rates "frequently
30 produce anticompetitive results", however, BellSouth is free to prove that their
31 "avoided costs differ when selling in large volumes."

32
33 **Q. Why should term discounts be an allowable form of rate and condition bundling?**

1
2 A. As opposed to volume discounts, term discounts can be achieved by large and small
3 carriers alike. With term discounts, the ILEC has no ability to skew the competitive
4 market by favoring one carrier or type of carrier with a term discount plan. Therefore,
5 Sprint does not object to the use of discounts based only upon the length of time the
6 reseller commits to use the ILEC service.

7
8 Q. Why should significant differences in operational support interfaces justify a
9 different price from the ILEC?

10
11 A. Different operational support interfaces have varying degrees of automation and
12 varying degrees of output capacity. Significant differences in the automation or output
13 of an interface will produce varying degrees of cost for BellSouth. Essentially, where
14 interfaces provide significant differences in cost, a rigorous, quantitative, objective
15 cost-based methodology will determine the appropriate prices based upon the type of
16 operational support provided.

17
18 For example, If a CLEC chose to interface with BellSouth using a manual
19 paper/facsimile process, when an automated interface was available, it would cause a
20 great deal of manual processing on the part of BellSouth and, as a result, higher
21 relative costs. However, If Sprint chose to interface using an industry standard, fully
22 automated applications-to-applications interface, no manual processing would be
23 necessary by BellSouth and therefore, many costs would not be incurred by BellSouth.
24 It is appropriate that these differences in cost be passed on to the appropriate carriers.
25 Further, these better rates would be available to any carrier, large or small, developing
26 the applications-to-applications interface. Again, any price difference based upon the
27 type of operational support interface should be fully justified in terms of a cost-based
28 analysis.

1 **Q. What do you mean by the use of technical sequential feasibility?**

2
3 A. Sprint recognizes that there are situations where service bundling is technically
4 necessary. For example, a new entrant utilizing ILEC facilities must sequentially
5 purchase a switch port and then purchase call waiting features. Call waiting cannot
6 technically be provisioned as a separate stand-alone feature, and therefore, the source
7 of the term "technical sequential feasibility." Such sequential items will be common
8 in the new competitive local telephone market. However, it is inappropriate for the
9 ILEC to attempt to bundle services that are not sequentially necessary. For example, it
10 would be inappropriate to bundle a specific wholesale discount rate with the purchase
11 of unbundled loops.

12
13 **Q. Why is a service that is offered in a specific geographic area at a specific price**
14 **pursuant to a geographic deaveraging concept an appropriate limitation to the**
15 **general MFN requirement?**

16
17 A. The FCC has found that prices based upon the geographic deaveraging of costs is an
18 appropriate pricing methodology. Geographically deaveraged rates which are cost-
19 based should logically be available only within the geographic area over which the
20 cost was calculated. Geographically deaveraged rates from one area of the state
21 cannot be applied in a different area with different costs. To ensure nondiscrimination,
22 geographic zones must be uniform as applied to all purchasing carriers. Under these
23 circumstances, MFN would allow Sprint or any new entrant to choose the lowest price
24 available from BellSouth for each specific area.

25
26 **Q. Should ILEC-ILEC agreements be available to new entrants under MFN**
27 **provisions?**

1 A. Yes. While the FCC granted a short grace period in which ILECs could renegotiate
2 vintage agreements, any agreements that exist 7-1-97 or after, must be available on a
3 MFN basis. The FCC order did not limit the MFN provisions to only new entrant
4 contracts. Interconnecting ILECs and new entrants will be virtually identical as ILECs
5 invade each others service areas. Thus, interconnecting ILECs should be given no
6 special rates, terms or conditions that are not also made available to new entrants on a
7 MFN basis.

8
9
10 **Q. You have focused most of your MFN discussion on rates and conditions. Are**
11 **there other areas where MFN would apply?**

12
13 A. Yes. MFN also applies to other business arrangements including service, products,
14 terms, conditions, billing arrangements, record exchanges, fraud control and
15 reconciliation, indemnification, and affirmative notice of new business arrangements,
16 tariffs, or contracts.

17
18 **Q. Provide a specific example of one of these business arrangements.**

19
20 A. For example, meet point billing arrangements are billing arrangements that allow
21 local carriers providing joint access facilities to bill access charges to interexchange
22 carriers. To the extent BellSouth enters into a meet point billing with one carrier, that
23 same type of meet point billing arrangement, using the same principles and
24 methodology should be made available to all new entrants including Sprint.

25
26 **Q. Is BellSouth being reasonable in regards to meet point billing?**

27
28 A. No. Business Process/Billing section, III.D.2. of the Sprint Term Sheet states "Meet
29 point billing arrangements should be made available to Sprint as a CLEC on the same

1 terms and conditions as made available to other independent LECs engaged in meet point
2 billing arrangements with the ILEC. No discrete development changes to CLEC for
3 meetpoint billing arrangements."
4

5 **Q. What is BellSouth's position on this issue?**
6

7 A. BellSouth doesn't agree to utilize mid-span or mid-air meets. BellSouth feels points
8 of interconnection and collocation must comport with minimum standards of technical
9 feasibility definition regarding network reliability and security. Certain interconnection
10 points, such as cross-boxes, could not be sufficiently reinforced to prevent intentional or
11 unintentional damage by a CLEC's personnel or agents. Point of interconnection and
12 collocation must compare with minimum standards of technical feasibility regarding
13 network evolution. Such evolution would consider, for example, types and brands of
14 equipment. Certain forms of interconnection, such as mid-span or mid-air meets could
15 require the incumbent LEC to install and maintain a myriad of equipment configurations,
16 brands and vintages which could be very costly and inefficient.
17

18 **Q. Are mid-span meets common?**
19

20 A. Yes. It is very common for telecommunications carriers to provision their networks to
21 a point and connect to another telecommunications carrier. It's technically feasible from

1 a network perspective and billing perspective. In fact, I'm certain BellSouth engages in
2 the practice today.

3

4

BRANDING.

5

6 **Q. Is there an agreement between BellSouth and Sprint concerning BellSouth**
7 **branding Sprint retail services with the Sprint brand?**

8

9 A. No. In Term Sheet issues VII.A.8 and VIII.A.2 Sprint seeks Sprint branding of
10 operator and directory assistance service. BellSouth has not agreed to brand Sprint
11 operator service and directory assistance service calls with the Sprint brand. Instead,
12 the BellSouth brand will be used in many instances.

13

14 **Q. Are there related issues to branding that pertain to operator and directory**
15 **assistance service?**

16

17 A. Yes. Sprint has asked BellSouth to quote Sprint rates, commonly referred to as Time
18 and Charges.

19

20 **Q. Has BellSouth agreed to this?**

21

1 A. No. For technical reasons, it's related to the issue of branding. BellSouth must agree
2 to identify this type of customer request as a Sprint request and provide the
3 appropriate rates.
4

5 **Q. Is it important in a competitive market that Sprint services be branded Sprint?**
6

7 A. It is very important that Sprint customers receive services that are branded Sprint.
8 BellSouth is a well established, full service local exchange company with an excellent
9 reputation. Customers know that BellSouth can provide a wide range of local services
10 and have become accustomed to receiving all of their local services from one service
11 provider. I expect that savvy marketing personnel of BellSouth will exploit any
12 perceived product weakness in CLEC local product lines to highlight BellSouth's
13 superiority and either retain or win back customers.

14 In this context Sprint operator services and directory assistance branded BellSouth will
15 seriously harm the quality image of Sprint. BellSouth holds Sprint hostage to its brand
16 in this situation.
17

18 **Q. Is there any precedence for what should be done by the Commission in this**
19 **context?**
20

21 A. Yes. The FCC has specifically required ILECs like BellSouth to brand operator
22 services and directory assistance with CLEC brands when such is technically feasible.

1 The FCC Order, at paragraph 128, observed the importance of branding in a
2 competitive market noting "that branding plays a significant role in markets where
3 competing providers are reselling" the services of ILECs. The FCC concluded that an
4 ILEC's continued use of its brand when providing service to a CLEC's customer under
5 contract to the CLEC "clearly advantages" BellSouth. As a result, the FCC stated that
6 an ILEC's "failure to comply with the reasonable, technically feasible request of a
7 competing provider . . . to rebrand operator services in the competing provider's name,
8 or to remove" the ILEC's "brand name creates a presumption" that the ILEC is
9 "unlawfully restricting access to these services by competing carriers." The FCC
10 similarly addressed directory assistance in paragraph 148 of the Order.

11
12 **Q. Is it technically feasible for BellSouth to unbrand its operator service and**
13 **directory assistance offerings or to brand those offerings with the Sprint brand?**
14

15 **A. Yes. It is technically feasible for BellSouth to either unbrand its operator service and**
16 **directory assistance offerings or keep its brand on these offerings when its own**
17 **customers call, but brand them Sprint when a Sprint customer calls. All that is**
18 **necessary to unbrand the calls is to remove the "BellSouth" from any automated**
19 **answering system message and to revise live operator scripts. This unbranding action**
20 **appears to be feasible in all instances. Where multiple brands might be required for**
21 **multiple CLECs and the ILEC, separate trunk groups and switch tables routing calls**
22 **that require branding to the appropriate trunk groups would be required. There could**

1 be a switch table capacity problem in some BellSouth offices that would make it
2 impossible to provide multiple brands. However, the FCC has determined that
3 unbranding of BellSouth's service is appropriate when capacity constraints exist.
4

5 **Q. Are there other opportunities for BellSouth to inappropriately place their brand**
6 **on Sprint services?**
7

8 A. Yes. Another example of branding problem arises when a Sprint customer calls an
9 automated service such as Call Trace service. The customer may be greeted with a
10 BellSouth announcement and be asked to perform several steps by an automated
11 system that presents recorded questions which require input through the touch pad of
12 the customer's telephone. When Sprint is reselling the local service of BellSouth this
13 service might inappropriately be branded BellSouth rather than Sprint. BellSouth also
14 often visits the premises of the customer to perform installation and repair services to
15 the facilities BellSouth provides to Sprint. Sprint is paying for this activity and it is
16 performed on Sprint's behalf. When the customer is not at home, ILECs often leave
17 materials explaining that they were on the premises and either could not perform the
18 work because the customer was not present or that the work had been performed. In
19 some cases, the technician will talk to the customer. Sprint believes that in all of these
20 cases it is inappropriate, from a competitive equality standpoint, for BellSouth to
21 highlight its brand name. Sprint proposes in Term Sheet issue III.B.3 that BellSouth
22 either leave behind Sprint branded materials or leave behind a generic, non-branded

1 notice for the customer. Further, Sprint believes that technicians that are performing
2 work for Sprint customers when they are responding to a Sprint service request should
3 not promote the services of BellSouth. The fact that the technician is driving a vehicle
4 with the BellSouth and advertising on it and/or wearing a BellSouth uniform is in
5 itself "advertising." To take it further by allowing BellSouth's identity on any
6 materials used in such a situation would worsen an already unfavorable situation.
7 Once again, BellSouth's marketing use of the knowledge of who the Sprint customer
8 is through this dispatch process is a clear violation of the CPNI protections set up by
9 the Act. Further, BellSouth repair and customer service that is reached through N11
10 dialing provides an opportunity for BellSouth to improperly place their brand name
11 before Sprint customers. To the extent that BellSouth does not quickly fulfill its
12 obligations to provide dialing parity as required by Section 251(a)(3) of the Act, it will
13 inappropriately present the BellSouth brand before customers that have a realistic
14 expectation that they should reach Sprint by dialing the N11 number. This problem
15 can be mitigated by BellSouth removing their brand from this type of call.

17 INTERCONNECTION AND NETWORK

18
19 **Q. Please define Network Connectivity.**
20

1 A. Network connectivity in the context of the BellSouth/Sprint relationship includes, but
2 is not limited to, the interconnection and the subsequent exchange of traffic between
3 Sprint's and BellSouth's network.
4

5 **Q. Are there problems with BellSouth's proposal concerning network connectivity?**
6

7 A. Yes. BellSouth has not agreed to what Sprint understands the Act and the FCC's 96-
8 98 Order requires in regard to the following network connectivity issues:

- 9 • Points of Interconnection (POI)
- 10 • The method of obtaining interconnection and access to unbundled network elements
- 11 • Utilization of interconnections, (i.e. traffic types)
- 12 • Ability to provide services that are at parity with the ILEC

13

14 **Q. Please identify the first area of the Sprint Term Sheet pertaining to Network**
15 **Connectivity where BellSouth and Sprint are not in agreement.**
16

17 A. The Interconnection/Point of Interconnection section, II.B.1. of the Sprint Term Sheet
18 states:

19 "Sprint may designate at least one POI on the ILEC's network within an
20 ILEC calling area for the purpose of routing local traffic. Interexchange
21 traffic may be routed via one POI per LATA. Sprint has the responsibility for
22 providing its own facilities (1) to route calls originating on its network and
23 terminating on the ILEC's network to its POI, and (2) to route calls
24 originating on the ILEC's network, but terminating on its network from that
25 carrier's POI. Sprint need not interconnect at each tandem or end office to
26 terminate calls to the entire local calling or toll call area of the ILEC."

1
2 **Q. Why is only one Point of Interconnection per local service area important?**

3
4 A. Sprint desires to implement the most efficient network possible. The ability to choose
5 to interconnect to one or more POIs in a LATA or local calling area, for local or toll
6 traffic, provides the flexibility to design an efficient network. Single points of
7 interconnection are common for telecommunications companies exchanging local and
8 toll traffic today. Clearly in the FCC's 96-98 Order, if more than one POI is required
9 by BellSouth, BellSouth may establish the cost curve of Sprint and make it
10 uneconomic to enter BellSouth's market. This ability of BellSouth to raise an
11 interconnection market entry barrier by requiring multiple, unnecessary POI's must be
12 rejected.

13
14 **Q. What is meant by technically feasible?**

15
16 A. The FCC defined "technically feasible" in this manner:

17 "We conclude that the term technically feasible refers solely to technical or
18 operational concerns, rather than economic, space, or site considerations. We
19 further conclude that the obligations imposed by sections 251(c)(2) and
20 251(c)(3), of the Act include modifications to incumbent LEC facilities to the
21 extent necessary to accommodate interconnection or access to network
22 elements. Specific, significant, and demonstrable network reliability
23 concerns associated with providing interconnection or access at a particular
24 point, however, will be regarded as relevant evidence that interconnection or
25 access at that point is technically infeasible. We also conclude that pre-
26 existing interconnection or access at a particular point evidences the technical
27 feasibility of interconnection or access at substantially similar points.
28 Finally, we conclude that incumbent LECs must prove to the appropriate state

1 commission that a particular interconnection or access point is not technically
2 feasible."
3

4 **Q. Does BellSouth agree to one POI?**

5
6 A. No. BellSouth requires Sprint to interconnect at each tandem within the local calling
7 scope. The parties agree to a single POI for interexchange traffic.
8

9 **Q. Why is more than one POI a problem?**

10
11 A. Interconnection through any of these various methods at a single POI allows Sprint the
12 flexibility to design the most efficient network it can for providing
13 telecommunications services. This proposal is clearly supported by the Order,
14 paragraph 51.305(a)(2) which identifies the types of points of interconnection that at a
15 minimum should be allowed. Further, FCC Rule 51.305(c) states, in part, "Previous
16 successful interconnection at a particular point in a network, using particular facilities,
17 constitutes substantial evidence that interconnection is technically feasible at that
18 point, or at substantially similar points." BellSouth has previously, Sprint believes,
19 interconnected at each of these points in the past.
20

21 **Q. Has BellSouth agreed establish POIs with Sprint by any technically feasible**
22 **manner?**
23

1 A. No. In the Interconnection/Point of Interconnection section, II.B.2 of the Sprint Term
2 Sheet states "As required by the 96-98 Order, Sprint's POIs may be at any technically
3 feasible point within the ILEC network, including, but not limited to: tandem
4 switches, end office switches or other wire centers. Collocation is not a requirement
5 for establishing a POI. POIs can be established via meetpoint, collocation or other
6 mutually agreed to methods, subject only to the limitation of technical feasibility.
7

8 **Q. What is BellSouth's position on this issue?**
9

10 A. BST doesn't agree to utilize mid-span or mid-air meets. Points of interconnection and
11 collocation must comport with minimum standards of technical feasibility definition
12 regarding network reliability and security. Certain interconnection points, such as
13 cross-boxes, could not be sufficiently reinforced to prevent intentional or unintentional
14 damage by an ALEC's personnel or agents. Point of interconnection and collocation
15 must compare with minimum standards of technical feasibility regarding network
16 evolution. Such evolution would consider, for example, types and brands of
17 equipment. Certain forms of interconnection, such as mid-span or mid-air meets could
18 require the incumbent LEC to install and maintain a myriad of equipment
19 configurations, brands and vintages which could be very costly and inefficient.
20

21 **Q. If Sprint and BellSouth were to interconnect in the manner Sprint has**
22 **requested, would cost sharing be appropriate in this context?**

1
2 A. Yes. The incumbent local exchange carriers operating in an area have traditionally
3 interconnected with each other either through collocation arrangements or through
4 "mid span meets" of their cable facilities. When applicable, access charges are billed
5 per meet point billing agreements between the companies. The issues involved in
6 meet point billing and construction of meet point facilities involve the responsibility of
7 BellSouth to construct its fair share of facilities involved in interconnection between
8 the network of Sprint and itself. Sprint has proposed that BellSouth be responsible for
9 up to 50 percent of the construction of meet point facilities up to it's company
10 boundary. BellSouth has refused reasonable meet point arrangements. FCC Rule
11 51.321 defines "meet point interconnection arrangements" as one of those that are
12 "technically feasible" and thus required. The FCC stated "the creation of meet point
13 arrangements may require some build out of facilities by the incumbent LEC"
14 whereby "each party pays its portion of the costs to build out the facilities to the meet
15 point." However, the FCC only applied this arrangement "for interconnection
16 pursuant to Sec. 251(c)(2) but not for unbundled access under Sec. 251(c)(3)." The
17 FCC, declined to adopt specific length of build guidelines, leaving this up to this
18 Commission to determine what would constitute a "reasonable accommodation of
19 interconnection." Sprint believes that its meet point interconnection proposal, with its
20 shared build out requirement meets the "reasonable accommodation of
21 interconnection" test.
22

1 **Q. Is BellSouth being reasonable concerning single trunk groups?**

2
3 A. No. In the Interconnection/Point of Interconnection section, II.B.5. of the Sprint Term
4 Sheet, Sprint states "ILEC may not impose any restrictions on traffic types delivered
5 to/from the POI(s) but may require the development and reporting of a jurisdictional
6 usage factor indicating local, intrastate interexchange, and interstate interexchange
7 usage along with reasonable audit rights or Sprint may report its actual usage. ILEC
8 and Sprint shall each have reasonable audit rights." BellSouth desires to raise Sprint's
9 costs by imposing multiple, less efficient trunk groups.
10

11 **Q. What is BellSouth's position on this issue?**

12
13 A. BellSouth opposes passing wireless traffic through the same POI. They state that
14 compensation arrangements are different for wireless traffic. Therefore, the traffic
15 should be separated.
16

17 **Q. Is it reasonable of Sprint to seek a trunk group with different traffic types?**

18
19 A. Yes. Traffic types refers to the various types of telecommunications traffic traversing
20 existing networks. These would include, but are not limited to, traditional wireline,
21 wireless, voice, data, switched, dedicated, different jurisdictions, etc.
22

1 The POIs established by Sprint should be utilized for all traffic types so long as the
2 "technically feasible" test is met. Sprint is a diversified telecommunications carrier
3 providing local, interexchange, wireless, and other services. It is clearly technically
4 feasible to mix traffic types on a single trunk group. However, there may be concerns
5 in the ability to identify the various traffic types for billing purposes. For example,
6 local from toll, the different jurisdictions, wireless from wireline. This is important as
7 long as different rates apply to different traffic types.

8
9 **Q. Is there a solution to this issue?**

10
11 A. Yes, for example, jurisdictional use factors (e.g. interLATA, intraLATA, local and
12 CMRS) could be provided by the CLEC, and that would enable BellSouth to apply the
13 proper rates. In fact, a Percent Interstate Usage (PIU) factor is used today to identify
14 the split between interstate and intrastate access minutes of use. A Percent Local
15 Usage (PLU) factor could be used to identify local traffic, or, through the use of LMS
16 software, actual usage could be reported by the CLEC. Each party would, of course,
17 have reasonable audit rights to ensure accuracy of the factors.

18
19 **Q. Are there further trunking disagreements?**

20
21 A. Yes. The Interconnection/Trunking section, II.D.1. of the Sprint Term Sheet states
22 "Trunking should be available to any switching center designated by either carrier

1 including end offices, local tandems, access tandems, 911 routing switches, directory
2 assistance/operator services switches, or any other feasible point in the network. Two-
3 way trunking should be used where technically feasible." BellSouth has not agreed to
4 this term.

5
6 The primary point of this issue is the ability to use two-way trunking. There is no
7 technical reason why two-way trunking cannot be used. Two-way trunks are
8 commonly used by telecommunications carriers today and pursuant to FCC Rule 51-
9 305(f) "If technically feasible, an incumbent LEC shall provide two-way trunking
10 upon request."

11
12 **Q. Why might BellSouth resist two-way trunking?**

13
14 A. Billing can be a concern. More specifically, BellSouth claims that it's not feasible or
15 practical to account for traffic terminating on it's network. However, one solution to
16 this concern would be for the originating party to send to the terminating party, the
17 actual usage, or the usage factor. This method is used today for access, whereby the
18 originating party submits to the terminating party, data enabling the terminating party
19 to bill the originating party accurately.

20
21 **Q. What other issues might there be with two way traffic?**

1 A. BellSouth may be concerned with the level of experience of the CLEC to properly size
2 the number of trunks needed to prevent network blockage. Sprint is concerned as
3 much if not more than the BellSouth regarding blockage of Sprint's traffic. It should
4 be the CLECs decision whether two way trunking is a blockage risk. Even then, the
5 CLEC should have the option of putting one way traffic over two way trunks, until a
6 level of experience is reached with the traffic volumes. At that point, the CLEC could
7 convert to two way traffic over the two way trunks.

8
9 **Q. Has Sprint and BellSouth failed to reach agreement on mixed traffic over**
10 **common trunks?**

11
12 A. Yes. In the Interconnection/Trunking section, II.D.2. of the Sprint Term Sheet states:

13
14 "Local, intraLATA toll, interLATA access and other traffic should not be
15 required to be separated across trunk groups without good technical reason.
16 BellSouth should accept percentage of use factors or Sprint traffic
17 measurements of traffic delivered to BellSouth. Sprint should accept
18 BellSouth percentage of use factors or ILEC traffic measurements of traffic
19 delivered to Sprint. Reasonable audit rights shall be granted each party."
20 BellSouth should agree to this provision.
21

22 **Q. Are multiple trunk groups necessary in most cases?**

23
24 A. No. In all but of a few instances, there is no technical reason to require multiple trunk
25 groups. To do so will result in higher network costs and reduced network efficiency,
26 to both Sprint and BellSouth. While BellSouth may lack the ability to measure the
27 jurisdiction of all terminating traffic over a combined service trunk group, it has been

1 common practice for neighboring ILECs to bill based on measurements from the
2 sending company. Based on this reality, and the availability of reasonable audit
3 privileges, combined trunk groups utilizing either percent usage factor billing or
4 sending company measurement are reasonable and should be allowed.

5
6
7 **Q. What are the exceptions to technical feasibility that would require separate**
8 **trunk groups by traffic jurisdiction?**

9
10 **A.** In some rare situations, an ILEC may have separate tandems for local and toll traffic.
11 In these cases, a CLEC may be required to provision trunks separately for local and
12 toll, but these trunks could still be on the same facility at the POI. BellSouth would
13 simply route the trunks separately on its network to the appropriate tandem.

14
15 **Q. Has BellSouth agreed to provide the identity of carriers when passing signaling**
16 **to Sprint without additional charges?**

17
18 **A.** No. In the Interconnection/Signaling section, II.F.3. of the Sprint Term Sheet, Sprint
19 states, "To the extent available in its network, the ILEC shall provide CIP (CIC within
20 the SS7 call set-up signaling protocol). Sprint presumes there is no incremental recurring
21 cost associated with this request and believes no charge is appropriate. If, after
22 performing a TELRIC study, incremental costs are identified, Sprint will pay those costs

1 for delivery of this information to Sprint. If chargeable, Sprint will likewise perform a
2 cost study to identify this cost when it provides this information to BellSouth and shall
3 charge BellSouth in a similar manner. At the option of Sprint, the ILEC must provide
4 SS7 functionality via GR-394 SS7 format and/or GR-317 SS7 format." Sprint believes
5 BellSouth is obligated to provide CIP when available pursuant to FCC Rule 51.311
6 requiring nondiscriminatory access to unbundled network elements, including SS7
7 signaling. The issue of whether additional charges should apply has been addressed as
8 well. Long term signaling rates are to be consistent with the forward-looking economic
9 cost methodology defined in FCC Rule 51.505. Sprint does not believe that an
10 incremental cost exists associated with this functionality. Until cost studies identifying
11 some approved level of cost have been adopted, CIP should be provided at no charge. If
12 additional costs are identified, permanent rates can be developed that are consistent with
13 the forward looking economic cost methodology.

14

15 **Q. What is BellSouth's position on this issue?**

16

17 A. BellSouth provides this service under its interstate access tariff at a rate of \$0.28 per
18 trunk per month. Sprint has not been provided cost studies supporting the TELRIC
19 methodology.

20

21 **Q. Has BellSouth agreed to provide the minimum list of unbundled network**
22 **elements required by the FCC?**

1

2 A. No. In Term Sheet item IV.A. Interconnection/Access to Network Elements, Initial
3 Unbundled Element List, it states " Sprint expects that the unbundled elements
4 initially available will conform to the minimum standards contained in FCC Rule
5 51.305 and subject to the provisions of 96-98 Order First Report and Order ("First
6 R&O) released August 8, 1996.

7 Specifically the initial unbundled elements include:

8 1. **LOCAL LOOPS** including two-wire and four-wire analog and digital loops and
9 cross-connects to either other unbundled elements or Sprint facilities.

10 2. **NETWORK INTERFACE DEVICE**

11
12 3. **LOCAL SWITCHING** including all features and functions as described
13
14 in the First R&O at ¶¶ 412 & 418.

- 15
16 a. Line-side switching includes connection to an MDF where
17 cross-connect to a loop may be obtained and a switch card with
18 connection to the card.
19
20 b. Trunk-side switching includes connection to trunk cross-connect
21 and trunk card with features and functions.

22
23
24 4. **TANDEM SWITCHING** including all features and functions (e.g. recording
25
26 and customized routing including those features and functions identified in the
27
28 First R&O).

29
30
31 5. **INTEROFFICE TRANSMISSION FACILITIES**, both dedicated and shared
32
33 between, ILEC offices or ILEC offices and the offices of others.

- 34
35 a. DS1, DS3 and Optical capabilities shall be provided where available.

- 1
2 b. Digital Cross-Connect usage in the same manner such as is
3 provided to IXC's.
4

5 **6. SIGNALING AND CALL-RELATED DATABASES**
6

- 7 a. SS7 signaling links and STP access must be provided.
8
9 b. SS7 functionality for signaling within the ILEC network
10 and to any network with which the ILEC is connected must
11 be provided.
12
13 c. All call-related databases must be unbundled and available
14 for query by Sprint including LIDB, Toll Free Calling and
15 Number Portability through physical access at the ILEC STP
16 related to the database.
17
18 d. All AIN databases must be unbundled and available for
19 access by Sprint through either purchase of the ILEC
20 local switching element or through SS7 connection with the
21 switch of Sprint.
22
23 e. All Service Management Systems should be available to Sprint
24 so that Sprint may create, modify and update information in
25 call-related databases in the same manner as ILEC.
26

27
28 **7. OPERATOR SERVICES** shall be available on both a wholesale basis and
29
30 an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when
31
32 technically feasible. Custom routing shall be provided when technically feasible.
33
34 Sprint rates shall be quoted when technically feasible.
35

36
37 **8. DIRECTORY ASSISTANCE** shall be available on both a wholesale basis
38
39 and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when
40
41 technically feasible. Sprint data shall be included in the ILEC database. The
42
43 ILEC database shall be available to Sprint. Custom routing shall be provided
44
45 when technically feasible.

1
2
3 **9. OPERATIONS SUPPORT SYSTEMS** including all systems used in pre-
4
5 ordering, ordering, provisioning, maintenance and repair, billing, telephone
6
7 number assignment, service interval information, and maintenance history,
8
9 including any gateway system, shall be available on an unbundled basis by
10
11 January 1, 1997.
12
13

14 **Q. What is Sprint's justification for this Term Sheet item?**
15

16 A. As directed in FCC Rule 51.305 and the provisions of 96-98 Order Report, all
17 incumbent LECs should provide to any requesting telecommunications carrier for the
18 provision of a telecommunications service, nondiscriminatory access to network
19 elements on an unbundled basis at any technically feasible point, at rates, terms and
20 conditions that are just, reasonable and nondiscriminatory. In addition, incumbent
21 LECs are required to provide unbundled network elements in a manner that allows
22 carriers to combine the elements in order to provide the telecommunications service.
23 The Act defines a network element as a facility or equipment used in the provision of a
24 telecommunications service, including features, functions, and capabilities such as
25 subscriber numbers, databases, signaling systems and information sufficient for billing
26 and collection, or used in transmission, routing, or provision of a telecommunications
27 service. The Act requires the FCC, in determining which network elements should be
28 made available, to consider, at a minimum, whether (a) access to network elements

1 that are proprietary is necessary and (b) whether failure to provide access to these
2 network elements would impair the ability of a carrier to provide the services it
3 wishes.

4
5 The FCC's Order established a minimum set of network elements that the incumbent
6 LEC must provide including (1) local loops; (2) network interface device; (3) local
7 switching and tandem switching capability; (4) interoffice transmission facilities; (5)
8 signaling and call-related databases; (6) operations support systems functions; and (7)
9 operator services and directory assistance facilities. In order for competition to
10 develop in an effective manners, BellSouth, must open its bottleneck facilities to
11 competitors in a manner that does not needlessly raise the cost of competitive entry. It
12 must, at a minimum, abide by the FCC's unbundling requirements. Clearly, Sprint
13 must be allowed to interconnect at any technically feasible point within BellSouth's
14 network and need only purchase those network elements that are required to
15 implement the service that Sprint desires to offer.

16
17 **Q. Has BellSouth agreed to abide by the FCC Order?**

18
19 **A.** No. BellSouth only offered unbundled elements consistent with those BellSouth has
20 agreed to with other parties. Although extensive, the elements are not consistent with the
21 FCC order. Furthermore, without being provided the methodology and cost studies as to
22 how the rates were developed, Sprint must disagree in principle to BellSouth's proposal.

1

2 **Q. Does Sprint have any specific concerns with the Operations Support System**
3 **unbundled element?**

4

5 A. Yes. Subsequent to the development of Industry Standard software solutions, Sprint
6 should not be charged for any development work that is not specifically performed at
7 Sprint's request and in accordance with Industry Standard specifications. Any interim
8 solutions required to meet the 1/1/97 FCC order that is not industry standard and
9 therefore not usable across the industry, should not be charged to the CLECs.

10

11 **Q. What is your basis for not paying for interim solutions?**

12

13 A. Sprint, as many other CLECs would undoubtedly end up paying for the development
14 twice, once with the interim and, again, with the final solution. In fact, Sprint, if
15 required, will pay for BellSouth's system development and it's own for an interim
16 solution and also for it's own and BellSouth's long term solution.

17

18 **Q. Has Sprint and BellSouth agreed on all directory assistance issues?**

19

20 A. No. The Interconnection/Directory Assistance section, VII.A.9. of the Sprint Term
21 Sheet states "When technically feasible and requested by Sprint, ILEC should route
22 Sprint customer DA calls to Sprint DA centers."

1
2 **Q. Should BellSouth be required to brand operator services and directory assistance**
3 **with the Sprint brand?**
4

5 A. Yes. Directory Assistance and Operator Services are included in the FCC's minimum
6 set of network elements that the incumbent LEC must provide access to on an
7 unbundled basis, pursuant to Sec. 251 (c) (3) of the Act. As unbundled elements,
8 Sprint would have the option to purchase this service from the ILEC, contract to a
9 third party, or provide service on its own behalf.
10

11 The FCC has also addressed branding concerns in the context of operator services and
12 directory assistance. In the FCC's, Second Report and Order and Memorandum
13 Opinion and Order released August 8, 1996, ("FCC 96-333") the FCC "noted that
14 branding plays a significant role in markets where competing providers are reselling"
15 the services of the incumbent. To the extent that BellSouth is involved as an
16 underlying supplier to Sprint, branding issues arise. While the FCC order requires that
17 BellSouth rebrand operator services and directory assistance in the competing
18 provider's name, or to remove the providing LEC's brand name, the ILEC is acting as
19 a contractor to Sprint for the provision of these services.
20

21 **Q. Is it technically feasible for BellSouth to route Sprint's customer DA calls to**
22 **Sprint's DA centers?**

1

2 A. Yes. Through the utilization of separate trunk groups, BellSouth is able to redirect
3 these calls to Sprint DA centers. In the case of "rebranded" services, the ILEC must
4 prove to this Commission whether they have the technical ability or inability to
5 provision this service requirement.

6

7 **Q. Are there any additional costs associated with placing the Sprint brand on DA**
8 **and operator service calls?**

9

10 A. Yes. As stated in Sprint's Term Sheet section, VII.A.8., Sprint will pay any additional
11 trunking cost necessary to obtain branding.

12

13 **Q. Has BellSouth agreed to implement the full two-PIC prescription methodology**
14 **and dialing parity for operator, DA, or N11 calls?**

15

16 A. Not entirely. BellSouth has agreed to implement the full two-PIC methodology where
17 required, but has not agreed to dialing parity.

18

19 **Q. What specifically is Sprint requesting?**

20

21 A. In the Interconnection/Access to Such Services or Information Necessary to Allow
22 Requesting Carrier to Implement Dialing Parity section, XII.A.1., of Sprint Term

1 Sheets, Sprint requests "Upon the earlier of a valid local commission order to
2 implement intraLATA pre-subscription, three years from the date the
3 Telecommunications Act of 1996 was effective or when the ILEC (or its affiliates) is
4 allowed into in region (e.g. states served by the ILEC) interLATA service, the full
5 two-PIC option must be available for intraLATA and interLATA dialing parity."

6
7 Furthermore, Term Sheet item XII.A.2., states "Any end-user should be able to access
8 Sprint for services using the same dialing protocol that the end-user would use to
9 access the same service on the ILEC network, (e.g., intraLATA toll, operator assisted,
10 directory assistance, and N11) ."

11
12 In the FCC's Second Report and Order (FCC 96-333), the FCC notes that Section
13 251(b)(3) of the Act, gives LECs the "duty to provide dialing parity to competing
14 providers of telephone exchange service and telephone toll service with respect to all
15 telecommunications services that require dialing to route a call and encompasses
16 international, interstate, intrastate, local and toll services." FCC Rule 51.211 requires
17 all LECs to provide both local and toll dialing parity and to implement intraLATA and
18 interLATA toll dialing parity, using the "full 2-PIC" presubscription method, no later
19 than February 8, 1999.

1 For BOCs, State orders prior to December 19, 1995, are not affected. If the BOC is
2 allowed to provide in region, interLATA service prior to February 8, 1999, they must
3 provide intraLATA dialing parity coincident with the offering of interLATA service.
4

5 BOCs and non-BOC LECs must file implementation plans with the state
6 Commissions. Alternatively, under certain conditions, contained in FCC Rule 51.213,
7 these plans may be filed with the FCC.
8

9 The Act and the FCC Rules are clear and unambiguous on the issue of toll dialing
10 parity. LECs must implement full 2-PIC intraLATA dialing parity at the times
11 specified in the Rules. Sprint's position was developed based upon this requirement
12 and definition. Sprint's local customers need to be able to access Sprint for services
13 without requiring the customers to employ special dialing codes that would not be
14 required to access the same services on the BellSouth network. Examples of these
15 services are, intraLATA toll, operator assisted calls, directory assistance, and N11
16 calls. Experience in the intraLATA market indicates that customers generally are
17 unwilling to dial extra digits or remember special dialing codes in order to reach
18 competitive intraLATA carriers. The same would be true for all types of local calls,
19 and thus, without dialing parity, local competition would be put in jeopardy.
20

21 **Q. What is BellSouth's position on these issues?**
22

1 A. BellSouth in response to Term Sheet item, XII.A.1., has agreed to implement dialing
2 parity as required by final order of the state PSC or the FCC. In addition, they indicate
3 the are using full two-PIC where possible.
4

5 **Q. Has BellSouth satisfied Sprint's Term Sheet item, XII.A.2?**
6

7 A. No. BellSouth does not agree that it is technically feasible to provide dialing parity
8 for all services identified. At a minimum, the exclusions include N11, DA, and
9 operator.
10

11 **ELECTRONIC SYSTEMS INTERFACES**

12

13 **Q. What is Sprint's position on electronic systems interface?**
14

15 A. The FCC specifically addressed the critical issue of CLEC access to BellSouth
16 operational systems via an electronic interface in Section 251 (c)(3) of its 96-98 Order.
17 It was determined that the Act's unbundled network element requirements apply to
18 operational systems. Thus, the FCC requires each ILEC to provide nondiscriminatory,
19 automated operational support systems, which enable new entrants access to pre-order,
20 order, installation, provisioning, and repair services as well as the ability to assign
21 numbers, monitor network stations (maintenance), and bill local service to its end
22 customers. Such nondiscriminatory access necessarily includes access to the

1 functionality of any internal gateway systems the ILEC employs in performing the
2 above functions for its own customers.

3
4 **Q. What are the specific outstanding electronic operational interface issues which**
5 **Sprint believes the Order, and Section 251 (b)(2), (c)(3), and (c)(4) of the Act,**
6 **requires BellSouth to resolve in order to be in compliance with the Act?**

7
8 **A. Sprint has identified a number of critical and complex interface requirements detailed**
9 **in the Sprint Term Sheet that are required to provide Sprint customers with at least the**
10 **same level of convenience, service, and quality that BellSouth end user, customers**
11 **receive. Any double standard where one level of service is applied by the BellSouth to**
12 **resale customers and a second standard is applied to its own operation is**
13 **discriminatory and unacceptable for the following operational interfaces:**

14
15 **OPERATIONAL INTERFACES**

16
17 **Q. Please identify the operational interfaces.**

18
19 **1. Pre-Ordering Interfaces**

- 20 a. Address Verification
21 b. Available Services
22 c. Installation/Dispatch

- 1 d. Customer Service Record
- 2 e. Number Assignment and Reservation
- 3 2. Ordering/Provisioning Interfaces
- 4 3. Repair and Maintenance Interfaces
- 5 4. Billing Interfaces
- 6 a. Daily Usage
- 7 b. Wholesale Billing
- 8 c. Local Account Maintenance
- 9 5. Administrative Interfaces
- 10 a. Directory Listings
- 11 b. Directory Assistance
- 12 c. 911/E911

13

14 **Q. Beginning with the pre-ordering interfaces, can you explain in more detail the**
15 **electronic interfaces required?**

16

17 **A. It is critical that Sprint be allowed to offer potential customers an ordering process**
18 **which is at least as accurate and convenient as that provided by the BellSouth to its**
19 **own retail customers. In order to accomplish this goal, Sprint must have real time**
20 **access to the BellSouth's information required to respond to questions by the**
21 **customer prior to Sprint placing an order with the BellSouth. This information**
22 **includes:**

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- a. verification of a new customer's address
- b. availability of BellSouth service features by central office
- c. BellSouth time frame for service installation
- d. BellSouth existing customer service record information for "As Is" verification
- e. list of available BellSouth telephone numbers (including vanity numbers) for customer to choose at installation or for reassignment of number
- f. verification of customer credit worthiness

Unless Sprint has the same access to this information as BellSouth, Sprint will be unable to provide its customers with an ordering experience comparable with what BellSouth provides its customers. In summary, Sprint will require access to multiple BellSouth information sources and coordination between itself and BellSouth to develop the interfaces noted.

Q. Could you explain in more detail the interfaces required for Ordering and Provisioning?

A. A real time electronic system-to-system interface is required to enable Sprint to perform necessary service ordering and provisioning functions, including:

1

2 **Service Ordering:**

- 3 a. firm order confirmation (FOC)
- 4 b. service errors and jeopardies
- 5 c. charges associated with required construction
- 6 d. ability to update BellSouth's 911/E911 databases directly
- 7 e. ability to update BellSouth's LIDB database directly
- 8 f. ability to suspend/restore service on request
- 9 g. ability to order classified listing for white and yellow page listings

10

11 **Unbundled Services Ordering:**

- 12 a. ordering of local loop
- 13 b. ordering of network interface device
- 14 c. ordering of switching capacity for local and tandem
- 15 d. ordering of interoffice transmission facilities
- 16 e. ordering of signaling networks and call-related databases
- 17 f. ordering of operations support systems functions
- 18 g. ordering of operator services and directory assistance

19

20 **Provisioning:**

- 21 a. status notification (service order completion, errors, jeopardies,
- 22 missed appointment, and no access)

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Unless Sprint has the same access to this information as the BellSouth, Sprint will be unable to provide its customers with an ordering experience comparable with what BellSouth provides its customers. In summary, Sprint will require access to multiple BellSouth information sources and coordination between itself and the BellSouth to develop the interfaces noted.

Q. Next, could you explain in more detail the interfaces required for Repair and Maintenance functions?

A. A real time electronic system-to-system interface is required to enable Sprint to perform necessary repair and maintenance functions, including:

- a. trouble entry
- b. testing (preview and verify)
- c. status dispatch updates
- d. feature verification
- e. network surveillance
- f. trouble ticket escalation
- g. trouble ticket closure
- h. number administration
- I. scheduling of customer premise visits

1 j. on-line mechanized line testing (MLT)

2 k. planned outage reporting

3

4 Network outages and other problems associated with network reliability seriously affect
5 customer service as perceived by the customer. The frequency of these service
6 interruptions and the manner in which a provider addresses these issues ultimately has a
7 substantial impact on the ability of the provider to retain customers. If the process works
8 well, Sprint customers will not perceive that there is a service provider other than Sprint
9 involved in providing their local service and will contact Sprint when problems occur.
10 Thus, to provide service comparable to that which the BellSouth provides its own end
11 users, Sprint must have access to an ILEC real-time electronic interface for repair and
12 maintenance issues. Also, since the customer experiencing the service problem is
13 Sprint's and not the BellSouth, any contact between the customer and the BellSouth
14 should be minimized. Therefore, if Sprint's customers mistakenly contact an BellSouth,
15 BellSouth should refer the customer to Sprint.

16

17 Sprint, not BellSouth, should also have the right to contact its own customers regarding
18 any maintenance problems or potential interruptions in service. Therefore, BellSouth
19 should provide prior notification to Sprint of any scheduled maintenance activity to be
20 performed that will cause disruptions in the service of Sprint's customers. Also, Sprint,
21 as the primary contact with its customers, will close all troubles with its own customers
22 and would normally be the entity that would provide any pre-disconnect notification to

1 the customer. Similarly, BellSouth must provide the ability for Sprint to suspend services
2 at either the customer's request or at Sprint's request for any other reason.

3
4 **Q. Could you explain in more detail the electronic interfaces required for Billing?**

5
6 A. For daily usage, Sprint requires BellSouth to provide detailed billing information in a
7 format that Sprint can read and interpret. The format should be similar to those
8 provided by industry standard access billing systems such as CABS. Usage
9 information should be processed using the Exchange Message Record (EMR) format
10 which is currently in place with all the ILECs. Daily exchanges of the billing
11 information are required via previously agreed upon media.

12
13 For wholesale billing, BellSouth must capture all terminating call records and send
14 this information to Sprint daily in the EMR format.

15
16 For all customer disconnects, BellSouth should provide Sprint an electronic disconnect
17 notice within 48 hours of the disconnect using an EMI format.

18
19 **Q. Could you explain in more detail the electronic interfaces required for**
20 **Administrative Interfaces?**

1 A. Sprint requires BellSouth to provide updates to customer support databases such as
2 911/E911 and white and yellow page directory listings so that administrative requests
3 for data updates generated in the course of Sprint's business with its customers be
4 facilitated. Electronic updates to BellSouth databases within the same time parameters
5 utilized by the BellSouth to update its own customer support databases are required.
6 Once again, this is a requirement that BellSouth provide and make available to Sprint
7 methods and procedures utilized by BellSouth and expected by Sprint's customers
8 who have previously interacted with BellSouth. Failure to comply with these
9 requirements will lead the customer to perceive that Sprint can not handle simple
10 administrative functions and alter the competitive balance by making Sprint's
11 customer service seem inferior to the BellSouth's.

12

13 **Q. What is the status of BellSouth negotiations with Sprint in regards to electronic**
14 **systems interfaces?**

15

16 A. In summary, Sprint and BellSouth have not reached agreement on long term or interim
17 interfaces for pre-ordering, ordering, provisioning, and maintenance to meet the
18 1/1/97 requirements of the FCC 96-98 Order for some of the requirements previously
19 identified. Sprint believes certain, interim capabilities could possibly be met by the
20 development of NDM (Network Data Mover) across the functional areas as the
21 electronic interface mechanism combined with either a EMR or EMI format.
22 Research continues on interim solutions. The referenced NDM example does not,

1 however, prevent duplicate work by both parties that will result in many non-
2 standard inefficient interim solutions between the Sprint and BellSouth. To
3 minimize development expense, Sprint recommends an interim method to
4 electronically transmit information. The application-to-application interfaces
5 previously noted are critical to ensuring equal customer service parity. Sprint,
6 however, wants to make it very clear, that negotiations between Sprint and
7 BellSouth have not reached complete agreement on the final electronic bonding
8 solution and that Sprint has made specific proposals to meet the minimum required
9 by the 1/1/97 electronic interface date.

10
11 The longer term solution that Sprint supports is the establishment of an industry
12 standard EDI (Electronic Data Interface) between Sprint (CLECs in general) and
13 ILEC application systems. Currently, work is in progress on standards for unbundled
14 services ordering (ASR), but all the other functional areas are not yet standardized.
15 A very proactive industry committee with emphasis and support from state
16 regulatory bodies and the FCC will need to be formed and organized quickly to
17 develop standards in partnership with other IXC, CLECs and ILECs. Until this
18 industry forum is established, continued inefficiencies due to non-standard electronic
19 interfaces will hinder the competitive activities of the CLECs, waste development
20 resources, and delay the intended outcomes of the FCC Order and the
21 Telecommunications Act.

1 **Q. Do you have any further observations concerning the relationship that**
2 **should exist between Sprint and BellSouth?**

3
4 A. Yes. BellSouth should be required to fully comply with the Act's and FCC
5 Order's requirements. If this is accomplished, consumers will have the opportunity
6 in the future, to benefit from competitive choices, and will receive the wide array of
7 products and services that an open market produces.

8
9 **Q. Does this conclude your testimony?**

10
11 A. Yes it does.
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15



**SPRINT TERMS FOR
LEC/CLEC
INTERCONNECTION AND
OTHER AGREEMENTS**

**INTERCONNECTION, UNBUNDLING, RESALE,
ANCILLARY SERVICES, AND ASSOCIATED
ARRANGEMENTS**

SEPTEMBER 16, 1996

I. GENERAL

- A. A master services agreement must be developed providing for all interconnection and electronic bonding. New contracts shall not be required as additional Points Of Interconnection ("POIs") are established, additional collocation arrangements are created, or additional electronic systems pass data to one another. Rather, schedules to the master services agreement detailing the inventory of POIs and other items subject to the master services agreement shall be updated.
- B. As required by the FCC's Order in Docket No. 96-98 ("the 96-98 Order"), any price, term and/or condition offered to any carrier by ILEC shall be made available to Sprint Communications Company ("Sprint") on a most favored nation's ("MFN") basis and ILEC shall immediately notify Sprint of the existence of such better prices and/or terms and make the same available to Sprint effective on the date the better price and/or term became available to the other carrier. The MFN shall apply to any unbundled element or service (e.g. directory assistance, basic residential service, intraLATA toll, Centrex, call waiting). Exceptions to the general availability of MFN should be very limited and include only volume discounts that reflect only cost savings, term discounts, significant differences in operations support (e.g. unbundled loops with maintenance as compared to unbundled loops without maintenance or unbundled loops conditioned for data as compared to voice grade loops), and technical feasibility (e.g. local switching must be purchased to receive vertical features supported by the switch). If a state commission issues an Order setting price for all carriers, then this Agreement shall reflect this price as long as that is the only price offered by ILEC. If geographic zones are not uniform as applied to all carriers, Sprint may choose the lowest price available from the ILEC for the each specific area being served by Sprint.
- C. As required by the 96-98 Order, ILEC must geographically deaverage it's cost-based unbundled elements. However, geographic deaveraging must be accomplished in a manner such as Zone Density by office and not on specific routes or capacity dedicated to individual carriers. Deaveraging should reflect cost differences due to transmission facility size on ILEC facilities and on such facilities the price to each interconnecting carrier shall be equal per unit of traffic thus sharing the economies of scale equally with each interconnecting carrier. (e.g., a LEC could establish loop prices reflecting underlying cost differences, but the price per loop to a customer location should not vary by volume purchased by an individual carrier.)
- D. ILEC will not charge Sprint any non-recurring charges incurred as a result of ILEC implementing network redesigns/reconfigurations or electronic system redesign/reconfigurations initiated by the ILEC to its own network or systems. However, any redesign or reconfiguration expenses required by a regulatory body

where the regulatory body establishes a cost-sharing arrangement may be billed on an appropriate non-discriminatory basis to Sprint.

- E. ILEC shall not discriminate against Sprint or Sprint customers and shall provide parity treatment (as compared to its own end-users or other carriers) to Sprint and Sprint customers in all regards to (by way of example and not limited to) ordering, provisioning, maintenance, call completion, pricing, numbering, restoration, directory listing, data protection, service availability, signaling, interconnection, and compensation.
- F. ILEC shall protect Sprint CPNI and the CPNI of Sprint customers, including non-pub/non-list information, and shall not use this information for its own or other marketing purposes. ILEC shall not seek releases from Sprint customers for use of Sprint CPNI, as compared to customer CPNI which is subject to customer authorized release, (e.g. Sprint interexchange billings performed by ILEC on behalf of Sprint).
- G. ILEC and Sprint shall negotiate implementation time frames for and work cooperatively to provide all requirements where current system capabilities are limited and/or additional development or hardware deployment is required before the requirement may be met.

II. INTERCONNECTION

- A. **GENERAL REQUIREMENTS.** The ILEC shall interconnect its facilities with those of Sprint upon bona fide request at any technically feasible points within the ILEC's network that Sprint desires at rates, terms and prices that are just, reasonable and non-discriminatory, via physical or virtual collocation when requested, in a timely manner, and in a manner that provides Sprint with at least interconnection quality equal to that which the ILEC provides to itself, its affiliate or third parties.
- B. **POINT OF INTERCONNECTION.**
 - 1. Sprint may designate at least one POI on the ILEC's network within an ILEC calling area for the purpose of routing local traffic. Interexchange traffic may be routed via one POI per LATA. Sprint has the responsibility for providing its own facilities (1) to route calls originating on its network and terminating on the ILEC's network to its POI, and (2) to route calls originating on the ILEC's network, but terminating on its network from that carrier's POI. Sprint need not interconnect at each tandem or end office to terminate calls to the entire local calling or toll call area of the ILEC.

2. As required by the 96-98 Order, Sprint's POIs may be at any technically feasible point within the ILEC network, including, but not limited to: tandem switches, end office switches or other wire centers. Collocation is not a requirement for establishing a POI. POIs can be established via meetpoint, collocation or other mutually agreed to methods, subject only to the limitation of technical feasibility.

3. ILEC and Sprint agree to install sufficient facilities to carry traffic (1) to route calls originating on their networks and terminating on Sprint's network to its POI, and (2) to route calls originating on Sprint's network, but terminating on its network from Sprint's POI, and will work cooperatively to ensure such.

4. ILEC shall be responsible for provisioning 50% of the interconnection facilities or to the ILEC wire center boundary, whichever is less. Sprint shall be responsible for provisioning 50% of the interconnection facilities or to the ILEC wire center boundary whichever is greater.

5. ILEC may not impose any restrictions on traffic types delivered to/from the POI(s) but may require the development and reporting of a jurisdictional usage factor indicating local, intrastate interexchange, and interstate interexchange usage along with reasonable audit rights or Sprint may report its actual usage. ILEC and Sprint shall each have reasonable audit rights.

6. Sprint may make any modifications or additions to its designated POIs in order to add capacity or establish new POIs. Such changes should not require a new contract, but should be covered by the master service agreement.

7. Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end-users or to route transit traffic to Sprint utilizing the tandem function of Sprint, (e.g., subtending ILECs, CMRS carriers and IXC's). Calls should be routed or terminated using the same network, ensuring the same quality of service, as Sprint provides its own end-users. Tandem and transport cost, if any, between tandem and end office shall be recovered from the originating carrier.

C. COLLOCATION.

1. When interconnection or access to unbundled elements is provided where collocation is utilized, Sprint must be allowed to lease transport from the collocation facility to any other point on ILEC network and to directly connect via ILEC facilities with other collocators.

2. Sprint collocation equipment must include any equipment used for interconnection or access to unbundled elements. FCC Rules 51.323.

3. The ILEC should generally meet a minimum 90-day interval for establishing new collocation arrangements. A full explanation of required delays past 90-days for installation of new collocation arrangements must be provided by ILEC.

4. **COMPENSATION.** The cost of providing collocation shall be at TELRIC plus a forward-looking allocation of reasonable joint and common costs, but in the absence of a cost study the interim price shall be set, subject to that under investigation in CC Docket 91-141 Expanded Interconnection.

D. TRUNKING.

1. Trunking should be available to any switching center designated by either carrier including end offices, local tandems, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. Two-way trunking should be used where technically feasible.

2. Local, intraLATA toll, interLATA access and other traffic should not be required to be separated across trunk groups without good technical reason. ILEC should accept percentage of use factors or Sprint traffic measurements of traffic delivered to ILEC. Sprint should accept ILEC percentage of use factors or ILEC traffic measurements of traffic delivered to Sprint. Reasonable audit rights shall be granted each party.

3. Sprint should offer B8ZS Extended Super Frame ("ESF") facilities, where technically feasible, to each other, and make these facilities available to allow for transmission of voice and data traffic.

4. Interconnection should be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.

E. TRAFFIC TYPES.

1. ILECs should provide the necessary facilities and equipment to allow for the exchange of Local Exchange, Exchange Access, Transit functions (the ILEC must provide intermediary tandem switching and transport services for Sprint's connection of its end-user to a local end-user of the ILEC served by a distant local switch, other CLECs, ITCs, CMRS providers and IXC), and Other Services (the ILEC must provide connection and call routing for 911, directory assistance, and operator assistance services) between the ILEC and Sprint.

F. SIGNALING.

1. Where available, the ILEC shall provide and implement all defined and supported Sprint Signaling System 7 ("SS7") mandatory parameters as well as procedures that are defined in the ANSI standards. When available for its own use, the ILEC shall also provide all defined and supported optional parameters.

2. Sprint shall have the option for Multi-frequency ("MF") signaling, but only when either party does not have the technical capacity to provide SS7 facilities.

3. To the extent available in its network, the ILEC shall provide CIP (CIC within the SS7 call set-up signaling protocol). Sprint presumes there is no incremental recurring cost associated with this request and believes no charge is appropriate. If, after performing a TELRIC study, incremental costs are identified, Sprint will pay those costs for delivery of this information to Sprint. If chargeable, Sprint will likewise perform a cost study to identify this cost when it provides this information to ILEC and shall charge ILEC in a similar manner. At the option of Sprint, the ILEC must provide SS7 functionality via GR-394 SS7 format and/or GR-317 SS7 format.

4. The ILEC must support inter-company 64 KBPS clear channel.

5. Sprint will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7 - based features between their representative networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end-users.

6. Inter-network connection and protocol must be based on industry standards developed through a competitively neutral process, consistent with Section 256 of the Federal Telecommunications Act of 1996, open to all companies for participation. All carriers must adhere to the standard.

7. The standards and ILEC-developed requirements/specifications for the ILEC network-user interface must be compatible with the network-network interface utilized between the ILEC and Sprint. Specifically, the ILEC should not develop products and services with proprietary network interfaces that inhibit or restrict the ability of Sprint to utilize the product or service in the provisioning of Sprints' services.

III. BUSINESS PROCESS

A. **ORDER PROCESSING.** The ILEC and Sprint will work cooperatively to provide or establish the following:

1. The ILECs should establish dedicated CLEC ordering centers.
2. Industry standardized electronic interfaces for the exchange of ordering information must be adopted and made available using industry standard order formats and methods that are developed, (e.g. EDI). Electronic Data Interfaces ("EDI") should be established to provide access to the ILEC order processing database. Prior to industry standards being established, ILEC shall develop interim electronic interface arrangements with their systems.
3. The ILEC is responsible for ordering facilities to terminate traffic to Sprint.
4. When two-way trunking is employed, the parties will select a mutually agreeable automated ordering process.
5. Appropriate ordering/provisioning codes should be established for each identified service and unbundled combination.
6. When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional without any unnecessary interruption in service.
7. When Sprint purchases switching capabilities from ILEC, until such time as numbering is administered by a third party, Sprint requires the ability to obtain telephone numbers on-line from the ILEC, and to assign these numbers with the Sprint customer on-line. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the ILEC. Until such time as electronic access to numbering resources is available, ILEC shall pre-assign blocks of numbers in sufficient quantity to meet the needs of Sprint.
8. When purchasing switching capabilities, Sprint requires the ability to order all features on that switch (e.g., calling block of 900, 976, or 976-like calls by line or trunk on an individual case basis) and ILEC shall provide high usage reports to Sprint as needed, so that Sprint may provide any regulatory-required or currently available to ILEC high usage reports to its end-users. Examples of high usage reports include those used with toll-cap service and fraud detection where customer service is suspended when usage reaches a certain level.
9. Sprint and the ILEC will adopt an industry standard service order/disconnect order format.

10. When necessary and available, Sprint requires the "real time" ability to schedule installation appointments with the customer on-line and access to the ILEC's schedule availability.

11. ILEC should provide "real-time" response for: firm order confirmation, due date availability/scheduling, dispatch required or not, identity of line option availability by LSO (such as Digital Copper, Copper Analog, ISDN, etc.), order completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardy against the due date, missed appointments, additional order charges (construction charges), order status, validation of street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the ILEC for all Sprint local customers. This applies to all types of service orders and all elements.

12. At all times, the ILEC will direct customer to Sprint for inquiries or actions concerning their Sprint service. ILEC should either migrate from N11 dialing to its business office and repair centers to seven digit numbers or 800 numbers so that Sprint customers have dialing parity to similar centers or ILEC should make N11 dialing available so that Sprint customers are directed to Sprint.

B. PROVISIONING & INSTALLATION.

1. The ILEC will provide all test and turn-up procedures in support of the unbundled elements/combinations/services ordered by Sprint.

2. Within 48 hours of any disconnect, the ILEC will notify Sprint of the disconnect of any Sprint unbundled element/combination/service.

3. All notices, invoices, and documentation provided on behalf of Sprint to the customer at the customer's premises by the ILEC's field personnel shall either be branded Sprint or non-branded. ILEC shall not market its services during such calls thereby misusing CPNI from Sprint. Sprint will provide or pay for notices used in its behalf.

4. ILEC shall provide the ability for Sprint to mechanize test or will test all elements/combinations.

5. ILEC will provide a system to mark Sprint emergency and trunking circuits and elements.

C. TROUBLE RESOLUTION, MAINTENANCE, CUSTOMER CARE.

1. ILEC must work toward dedicated service centers available 7 days a week, 24 hours a day, and in the interim must handle Sprint calls as well as other customer calls in a non-discriminatory manner.

2. ILEC and Sprint shall develop a process for the management of misdirected service calls, to be used to refer/transfer calls from customers to Sprint for action. N11 dialing to ILEC repair centers should be discontinued, or N11 call routing to the appropriate carrier should be available.

3. Sprint must have read and write access to the ILEC's maintenance and trouble report systems including the following systems and/or functionality:

- a. Trouble reporting/dispatch capability - access must be real time;
- b. Repair status/confirmations; maintenance/trouble report systems;
- c. Planned/unplanned outage reports; and
- d. Mechanized line testing.

4. Each carrier has the duty to alert the other(s) to any network events that can result or have resulted in service interruption, blocked calls, changes in network performance, on a real time basis.

5. ILEC and Sprint shall develop an escalation process to assist in problem resolution.

6. Each carrier must work cooperatively to plan and implement coordinated repair procedures for local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

7. Cooperative practices and processes for law enforcement and annoyance call handling must be specified. Sprint should not be charged for compliance with court ordered trap and trace, subpoenas and court ordered wire tap orders on ILEC resold lines.

8. The ILEC shall provide progress status reports so that Sprint will be able to provide end-user customers with information and an Estimated Time To Repair ("ETTR"). The ILEC will close all trouble reports with Sprint. Sprint will close all trouble reports with the end-user.

9. A non-branded, customer-not-at-home card shall be left at the customers premises when a Sprint customer is not at home for an appointment. Sprint will provide or pay for cards used in its behalf.

10. The ILEC will ensure that all applicable alarm systems that support Sprint customers are operational and the support databases are accurate so that equipment that is in alarm will be properly identified. The ILEC will respond to Sprint customer alarms consistent with how and when they respond to alarms for their own customers.

11. Sprint shall receive prior notification of any scheduled maintenance activity performed by the local supplier that may be service affecting to Sprint local customers (e.g., cable throws, power tests, etc.).

D. BILLING.

1. ILEC and Sprint agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles.

2. Meet point billing arrangements should be made available to Sprint as a CLEC on the same terms and conditions as made available to other independent LECs engaged in meet point billing arrangements with the ILEC.

3. There should be no discrete development charges imposed on Sprint for the establishment of meet point billing arrangements.

4. Sprint and the ILEC should implement industry standard CARE records for correct provisioning and billing to IXC's.

5. Where the ILEC provides transit functions, the ILEC will prepare and transmit Inward Terminating call records for the appropriate IXC to Sprint.

6. The ILEC and Sprint will exchange the appropriate records to bill access charges to the IXC.

7. The ILEC must agree to capture inward terminating call records and send them to Sprint in an agreed upon industry standard format (e.g., EMR).

8. Sprint and ILEC agree to capture EMR records for inward terminating and outward originating calls and send them to ILEC or Sprint, as appropriate, in daily files via an agreed upon media (e.g., Network data movers ("NDM")), at no additional charge.

9. ILEC must agree to exchange test files to support implementation of meet point billing prior to live bill production.

10. When Sprint owns the end-office, the ILEC will not bill a RIC to Sprint, the IXC, or a Sprint end-user for access minutes crossing the facilities of both the ILEC and Sprint.

11. To the extent that Sprint is liable to any toll provider for fraud and to the extent that Sprint could not have reasonably prevented such fraud, the ILEC must indemnify Sprint for any fraud due to compromise of ILEC's network that could have been

reasonably prevented by ILEC action (e.g., Clip-on, missing information digits, missing toll restriction, etc.).

E. QUALITY OF SERVICE.

1. ILEC shall work cooperatively to provide Sprint provisioning, repair and maintenance support 7-days a week, 24 hours a day.

2. ILEC shall provide Sprint with at least the same intervals and level of service provided by the ILEC to itself or another party at any given time to ensure parity in treatment.

3. ILEC shall provide Sprint services on resale lines and on unbundled facilities in a manner that is timely, consistent and at parity with service provided to ILEC end-users and/or other carriers.

4. Interconnection quality of service should be no less than that provided by the ILEC for its own services.

5. ILEC must agree to specified design objectives on local interconnection facilities. Sprint's standard is P.01 in the busy day busy hour.

6. Sprint and ILEC must agree on a process for circuit and unbundled element provision and restoration whereby certain identified Sprint circuits will be afforded emergency treatment. General trunking and interconnection should take priority over any other non-emergency ILEC network requirement.

7. ILEC should adhere to competitive intervals for installation of POIs. The objective in no case should be longer than 30 calendar days, absent extenuating circumstances.

8. Sprint and ILEC must agree to a process to expedite network augmentations and other orders.

9. Sprint and ILEC must agree upon a mechanism whereby ILEC will improve performance when it is in breach of commission imposed or agreed upon quality-of-service standards. ILEC shall indemnify Sprint for any forfeitures or civil penalties or other regulator-imposed fines caused by ILEC failure to meet commission imposed service standards or agreed to service standards.

10. Sprint must be at parity with the ILEC (or its affiliates or third parties) in provision of unbundled elements. This must at a minimum include:

- a. Switch features at parity
- b. Treatment during overflow/congestion conditions at parity
- c. Equipment/interface protection at parity
- d. Power redundancy at parity
- e. Sufficient spare facilities to ensure provisioning, repair, performance, and availability at parity
- f. Standard interfaces
- g. Real time access to integrated test functionality

11. Sprint and ILEC will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a specific quality of service is maintained.

F. INFORMATION.

1. Completion confirmation must be provided to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. ILEC and Sprint will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
3. ILEC must provide and update an electronic copy of their switch Network ID Database including a complete list of features/functions by switch, NPA/NXXs, rate centers, etc.
4. The ILEC must provide a list/description of all services and features with availability down to street address detail, including: Type of Class 5 Switch by CLLI, line features availability by LSO, and service and capacity availability by LSO. Sprint further requires a complete layout of the data elements that will be required to provision all such services and features.
5. The ILEC must provide detailed description of the criteria and process used for handling facility and power outages on an agreed upon severity and priority basis.
6. The ILEC must provide an initial electronic copy of the Service Address Guide ("SAG"), or its equivalent, on a going forward basis. Updates are expected as changes are made to the SAG.

7. Parity with the ILEC regarding knowledge of any engineering changes associated with the incumbent's network elements and deployment of new technologies is required. Sprint shall receive notice of the availability of new features (e.g. both ILEC and Sprint should be notified that a given ILEC switch is now capable of offering a given feature or service or that a hybrid fiber/coaxial network is replacing copper loops in a given area) at the same time so that ILEC and Sprint marketing personnel have parity in network information availability.

8. ILEC shall provide Sprint with a list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.).

IV. ACCESS TO NETWORK ELEMENTS

A. INITIAL UNBUNDLED ELEMENTS.

Sprint expects that the unbundled elements initially available will conform to the minimum standards contained in FCC Rule 51.305 and subject to the provisions of CC Docket No. 96-98 First Report and Order ("First R&O") released August 8, 1996.

1. LOCAL LOOPS including two-wire and four-wire analog and digital loops and cross-connects to either other unbundled elements or Sprint facilities.
2. NETWORK INTERFACE DEVICE.
3. LOCAL SWITCHING including all features and functions as described in the First R&O at ¶¶ 412 & 418.
 - a. Line-side switching includes connection to an MDF where cross-connect to a loop may be obtained and a switch card with connection to the card.
 - b. Trunk-side switching includes connection to trunk cross-connect and trunk card with features and functions.
4. TANDEM SWITCHING including all features and functions (e.g. recording and customized routing including those features and functions identified in the First R&O).
5. INTEROFFICE TRANSMISSION FACILITIES, both dedicated and shared between, ILEC offices and the offices of others.

- a. DS1, DS3 and Optical capabilities shall be provided where available.
- b. Digital Cross-Connect usage in the same manner such as is provided to IXC's.

6. **SIGNALING AND CALL-RELATED DATABASES.**

- a. SS7 signaling links and STP access must be provided.
- b. SS7 functionality for signaling within the ILEC network and to any network with which the ILEC is connected must be provided.
- c. All call-related databases must be unbundled and available for query by Sprint including LIDB, Toll Free Calling and Number Portability through physical access at the ILEC STP related to the database.
- d. All AIN databases must be unbundled and available for access by Sprint through either purchase of the ILEC local switching element or through SS7 connection with the switch of Sprint.
- e. All Service Management Systems should be available to Sprint so that Sprint may create, modify and update information in call-related databases in the same manner as ILEC.

7. **OPERATOR SERVICES** shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls

when

technically feasible. Custom routing shall be provided when technically feasible. Sprint rates shall be quoted when technically feasible.

8. **DIRECTORY ASSISTANCE** shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Sprint data shall be included in the database. The ILEC database shall be available to Sprint. routing shall be provided when technically feasible.

ILEC
Custom

9. **OPERATIONS SUPPORT SYSTEMS** including all systems used in pre-ordering, ordering, provisioning, maintenance and repair, billing, number assignment, service interval information, and including any gateway system, shall be available on January 1, 1997.
- telephone
maintenance history,
an unbundled basis by

B. COMPENSATION.

All unbundled network elements including their functionality shall be priced at TELRIC plus reasonable allocation of forward-looking joint and common costs as outlined in FCC Rule 51.505.

V. ACCESS TO POLES, DUCTS, CONDUITS, RIGHT-OF-WAY

A. ACCESS.

1. Where facilities are available, ILEC must provide any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, by way of example and not limitation, any pole, pole attachment, duct, conduit, and ROW on terms and conditions equal to that obtained by the ILEC. Other users of these facilities cannot interfere with the availability or use of these facilities by Sprint.

2. ILEC shall allow Sprint the same access to the network interface device as it allows to end-users.

3. Any ILEC having poles and/or ducts on, over or under public or private property, to the extent allowed by law, must permit the use of such facilities by any other telecommunications carrier on an equal and non-discriminatory basis.

4. Any authorization to attach to poles, overloading requirements, or modifications to the conduit system or other pathways to allow access to and egress from the system shall not be unreasonably restricted, withheld, or delayed.

5. ILEC should agree to take no action to intervene against, or attempt to delay, the granting of permits to Sprint for use of public ROWs or public access with property owners.

B. COMPENSATION.

1. Fees related to engineering surveys for potential right-of-way use shall be based, on TELRIC plus a reasonable allocation of joint and common costs be consistent with the provisions in the Act.

C. INFORMATION.

1. ILEC should provide routine notification of changes to poles, conduits, ROW, etc., related to Sprint's network utilizing these facilities.

2. ILEC must provide access, as needed, to current pole-line prints, conduit prints, and make available maps of conduit and manhole locations, and allow manhole/conduit break-outs, and audits to confirm usability.

3. ILEC must provide information on the location of, and the availability to access conduit, poles, etc., to any telecommunications carrier requesting such information, within 10 working days after the request.

VI. ACCESS TO 911, DA, OPERATOR SERVICES

911

A. GENERAL REQUIREMENTS.

1. ILEC must provide interconnection to 911 selective routing switch to route calls from Sprint network to correct Public Safety Answering Point ("PSAP").

2. ILEC will provide identification of default arrangements.

3. ILEC will maintain and ultimately provide an automated interface to Automatic Location Identification ("ALI") database.

4. ILEC must identify any special routing arrangements to complete overflow.

5. Ultimately, ILEC must identify any requirements for emergency backup number in case of massive trunk failures.

6. ILEC must provide sufficient planning information regarding anticipated move to the use of SS7 signaling within the next 12 months.

7. ILEC must identify any special default ESN requirements.

8. ILEC must adopt NENA standards for street addressing and abbreviations.

9. ILEC must adopt use of a carrier code (NENA standard 5-character field) on all ALI records received from CLCs; carrier code will be useful when remote call forwarding is used as an interim "solution" to local number portability, and will be even more important when a true local number portability solution has been implemented.

B. QUALITY OF SERVICE. ALI database must be updated with Sprint data in a time interval that is no longer than what is experienced by the ILEC customer's data.

C. INFORMATION.

1. Where permitted by law, ILEC will make available to Sprint the mechanized Master Street Address Guide ("MSAG") and routine updates.
2. ILEC will provide mapping of NXXs to Selective Routers and PSAPs.
3. ILEC must provide reports to identify the locations of E911 tandems with CLLI codes.
4. ILEC must provide reporting to identify rate center to wire center to Central Office relationships; which 911 tandems serve which NXXs, primarily or exclusively.
5. ILEC must provide access to NXX overlay maps and detailed NXX boundaries, as well as network maps to identify diversity routing for purposes of 911 service provisioning. Sprint shall not use information provided under this section for other purposes.
6. ILEC must provide reports to identify which databases cover which states or areas of the state.
7. Sprint requires and ILEC shall provide a point-of-contact for each database administrator.
8. ILEC must identify any special operator-assisted calling requirements to support 911.

D. BUSINESS PROCESSES.

1. ILEC must establish an automated Access Service Request ("ASR") process for 911 trunk provisioning.
2. ILEC must provide emergency restoral of all trunk or network outages on the same terms/conditions it provides itself.
3. ILEC must provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages in advance, providing enough time for Sprint to react.
4. ILEC and Sprint shall negotiate a mutual aid agreement to assist with disaster recovery planning.
5. Ultimately, ILEC must provide automated interface and access to the ALI database to enable Sprint to maintain and update records on a timely basis.

6. ILEC must implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data entered by ILEC for Sprint is no less accurate than its own data. Sprint is responsible for record data provided to ILEC for entry or entered by Sprint.

7. ILEC must identify process for handling of "reverse ALI."

8. ILEC must establish process for the management of NPA splits as well as NXX splits.

9. ILEC must indemnify Sprint for ILEC-caused errors in the maintenance, updating and processing of customer information to the ALI database.

VII. DIRECTORY ASSISTANCE

A. GENERAL REQUIREMENTS.

1. ILEC shall make Sprint's data available to anyone calling the ILEC's Directory Assistance ("DA"), and the ILEC's data available to anyone calling Sprint's DA.

2. ILEC should store proprietary customer information provided by Sprint in their DA database; such information should be able to be identified by source provider in order to provide the necessary protection of Sprint or Sprint customer proprietary or protected information.

3. Sprint may limit the ILEC's use of Sprint's data to directory assistance or, pursuant to written agreement, grant greater flexibility in the use of the data after receipt of proper compensation.

4. ILEC must allow wholesale resale of DA service.

5. ILEC shall provide data and processed directory assistance feeds in accordance with agreed upon industry format.

6. Sprint should be able to buy unbundled directory database and sub-databases and utilize them in the provision of its own DA service.

7. ILEC shall make available to Sprint all service enhancements on a non-discriminatory basis.

8. ILEC Sprint branded DA should be available to Sprint for resale. Sprint will pay any additional trunking costs necessary to obtain this service. If ILEC cannot satisfy all demand for Sprint branded DA service, ILEC must save capacity to provide an unbranded option for multiple CLEC's.

9. When technically feasible and requested by Sprint, ILEC should route Sprint customer DA calls to Sprint DA centers.

B. COMPENSATION. ILEC must place Sprint customer listings in its DA database. ILEC shall make its unbundled DA database available to Sprint. Prices should be, reasonable, and non-discriminatory at TELRIC plus reasonable forward-looking allocation of joint and common costs.

C. QUALITY OF SERVICE.

1. End-to-End interval for updating the database with Sprint customer data must be the same as provided for the ILEC's end-users.

2. ILEC shall provide an automated capability (e.g. tape transfer or other data feed) to update ILEC database for updating and inquiries.

3. ILEC and Sprint shall agree on speed-to-answer standards.

D. BUSINESS PROCESSES.

1. The ILEC DA database must be updated and maintained with Sprint data for customers who:

- Disconnect
- Change carrier
- Install
- "Change" orders
- Are Non-Published
- Are Non-Listed
- Are Non-Published/Non-Listed

2. Sprint bills its own end-users.

3. Sprint shall be billed in an agreeable format but prefers a CABS format.

4. ILEC and Sprint shall develop intercompany procedures to correct errors when they are identified in the database.

VIII. OPERATOR SERVICES

A. GENERAL REQUIREMENTS.

1. ILEC and Sprint shall jointly develop a process to conduct Busy Line Verification ("BLV") and Emergency Interrupt ("EI") when Sprint provides its own operator services.

2. ILEC shall allow resale of Operator Services. Until such time that ILEC may route Operator Traffic to the Operator Service provider of Sprint's choice, ILEC resold Operator Service shall be branded Sprint and ILEC operators shall, where technically or operationally feasible and requested by Sprint, quote Sprint's rates for both Card and Operator Services functions and shall provide service that is at least at parity for services delivered to ILEC end-users. To the extent that separate trunk groups are needed to provide this functionality, Sprint agrees to pay the costs of necessary trunking. If the ILEC cannot meet all of the Sprint demand for branded operator services, the ILEC must save capacity to provide an unbranded option for all other CLEC's.

3. ILEC shall provide operator service deliverables to include the following:

- a. Local call completion - 0+ and 0-, billed to Calling Cards, collect and third Party.
- b. Billable - Time and Charges, Etc.

IX. WHITE/YELLOW PAGE DIRECTORY LISTING

A. GENERAL REQUIREMENTS (NOTE: IN THIS SECTION ILEC MEANS ILEC AND/OR ITS DIRECTORY PUBLISHING AFFILIATE).

1. A separate directory publishing agreement may be required with ILEC's directory publisher which ILEC will assist Sprint in obtaining under the general terms which follow.

2. ILEC shall include Sprint specific information in the information pages of the directories.

3. ILEC shall publish Sprint subscriber listings in ILEC directories (main listing in White and Yellow pages).

4. ILEC shall distribute white and yellow pages to Sprint subscribers on a non-discriminatory basis.

5. ILEC should provide non-discriminatory List Rentals to Sprint.

6. ILEC shall contact Sprint business customers and offer them directory advertising.

B. TYPES OF DIRECTORY LISTINGS.

1. Primary White Page Listings
2. Primary Yellow Page Listing
3. Additional White Page Listings
4. Additional Yellow Page Listing
5. Non-Pub/Non-List
6. Foreign Listings

C. ORDER PROCESSING.

1. Order processing procedures must be established to update directory database on a defined, regular basis with Sprint customer information.
2. When available, an industry standard electronic format must be adopted for exchange of Sprint customer data.

D. PROVISIONING/DISTRIBUTION.

1. Initial and secondary distribution arrangements must be available. Sprint distribution by ILEC shall be at parity with ILEC distribution
2. Intercompany procedures need to be established to prevent errors, and to correct them when they do occur.
3. ILEC and Publisher shall protect Non-Pub/Non-List information and not disclose it to others or use it for marketing purposes.

E. BILLING.

1. At ILEC's option, the Yellow Pages advertising bill will be rendered separately to Sprint customers by Publisher or shall be rendered by Sprint as agent of Publisher. A Sprint customer's yellow pages bill may not be combined with an ILEC bill or be billed by the ILEC in a manner that allows the ILEC to utilize this billing media for local customer win back messages.
2. At ILEC's option, the Directory Publisher shall invoice Sprint subscriber directly for white page advertising, white page bolding, white page color or shall utilize Sprint as agent for billing these services.

F. COMPENSATION.

1. Distribution to Sprint Customers and end-user charges for directories should be made on the same terms and conditions as the ILEC uses for its own customers.

2. Sprint should be treated in a non-discriminatory manner (e.g. if ILEC receives payment for its listings Sprint should receive payment for its listings, if ILEC pays for white pages publication Sprint should pay for its share of white pages publication, if ILEC receives a share of white pages or yellow pages revenue including list rentals Sprint should likewise share in revenues). In the alternative, at the option of ILEC, Sprint is willing to forego payment for listings and a share of white and yellow pages revenues if Sprint receives a no charge information page in the directories, no charge publication of all appropriate accounts in the directories, and free directory distribution to Sprint customers. Additional information pages should be available for a reasonable, cost-based charge.

3. Any additional charges that are made to Sprint customers should be on the same basis as the ILEC charges its own customers.

G. INFORMATION.

1. Publishing cycles and deadlines need to be provided to Sprint to ensure timely delivery of Sprint information.

2. Sprint shall provide its customer service location information if directory publisher is to deliver books. This data shall be used by ILEC/Publisher to deliver books or sell yellow pages advertising only and not for other purposes.

3. ILEC shall provide a description of calling areas covered by each directory. This means that ILEC shall provide a list of all exchanges appearing in the directory and the local and EAS calling scope of the area covered by a directory or combination of directories as well as a list of all directories necessary for coverage of the local calling and EAS area.

X. ACCESS TO TELEPHONE NUMBERS

A. GENERAL REQUIREMENTS. Administration and assignment of numbers should be moved to a neutral third party. In the interim, while ILECs are still administering numbering, the following should apply:

1. The ILEC must assign NXXs to Sprint on a non-discriminatory basis and on the same basis as to itself.

2. No restrictions should exist on ability to assign NXX per rate center.

3. ILEC testing and loading of Sprint's NXXs should be the same as its own.

4. ILEC cannot discriminate in the allocation of numbers and types of NXXs assigned to new entrants.

B. **COMPENSATION.** The ILEC must assign NXXs to new entrants without the imposition of charges that are not imposed upon itself.

C. **QUALITY OF SERVICE.** ILECs must load NXXs according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.

D. **INFORMATION.**

1. Until such time that number administration is moved to an independent third party, ILEC must provide to Sprint routine reporting on NXX availability, fill rates, and new assignments.

2. The ILECs must describe the details and requirements on handling NPA-NXX splits.

XI. INTERIM LOCAL NUMBER PORTABILITY VIA RCF, DID OR OTHER ARRANGEMENTS

A. **GENERAL REQUIREMENTS.** ILEC shall immediately implement interim number portability solutions to permit end-users to change to Sprint without changing their telephone numbers. Such interim solutions include Remote Call Forwarding ("RCF") and flexible Direct Inward Dialing ("DID"). Sprint preferred interim solution is RCF.

B. **COMPENSATION.**

1. Sprint and ILEC will establish reasonable cost recovery for RCF/DID. Existing retail call forwarding rates are not considered reasonable for this purpose. Sprint proposes that interim number portability be priced at TELRIC cost less a 55% discount which recognizes that interim number portability solutions degrade network performance to Sprint customers. Should a lower interim number portability price be offered by ILEC to others or ordered by a regulatory body, Sprint may adopt the lower price.

2. For Sprint facilities-based services and services built with cost-based, unbundled elements, Sprint is entitled to both originating and terminating access charges

associated with calls terminating to ported numbers assigned to Sprint subscribers. ILEC retains access charges when Sprint service is provided by a rebranded wholesale ILEC service. In addition, pursuant to 47 CFR § 51.515 where ILEC switching is used prior to June 30, 1997, CCL and 75% of TIC charge will be paid by Sprint to ILEC.

- C. **INFORMATION.** The data required for interim local number portability and for billing access when interim local number portability is used must be provided to Sprint at no additional cost above that already paid for interim local number portability.

XII. ACCESS TO SUCH SERVICES OR INFORMATION NECESSARY TO ALLOW REQUESTING CARRIER TO IMPLEMENT DIALING PARITY

A. GENERAL REQUIREMENTS.

1. Upon the earlier of a valid local commission order to implement intraLATA presubscription, three years from the date the Telecommunications Act of 1996 was effective or when the ILEC (or its affiliate) is allowed into in region (e.g. states served by the ILEC) interLATA service, the full two-PIC option must be available for intraLATA and interLATA dialing parity..

2. Any end-user should be able to access Sprint for services using the same dialing protocol that the end-user would use to access the same service on the ILEC network, (e.g., intraLATA toll, operator assisted, directory assistance, and N11).

3. ILEC must provide routine reporting on local dialing plans by switching type and end office.

XIII. RECIPROCAL COMPENSATION ARRANGEMENTS

A. LOCAL SERVICE/MUTUAL TRAFFIC EXCHANGE.

1. ILEC has the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications with Sprint. In order to implement this requirement in the most efficient manner, the specifically recognized option of "Mutual Traffic Exchange" (a/k/a "bill and keep") may be utilized where traffic is presumed to be in balance either because it has been measured and no significant balance different exist or because measurement has not yet been accomplished. . Otherwise, default proxies

contained in the 96-98 Order shall be used until TELRIC cost studies have been performed and the results implemented in permanent rates.

2. ILEC and Sprint will each be responsible for originating/terminating traffic to/from the meet point with the other carrier.

B. COST BASIS.

1. Pursuant to 47 C.F.R. §51.705(a) an ILEC's rates for transport and termination of local telecommunications traffic shall be established, at the election of the state commission, on the basis of:

- a. the forward-looking economic costs of such offerings using a cost study pursuant to 47 C.F.R. §§ 51.505 and 51.511; or
- b. default proxies, as provided in 47 C.F.R. § 51.707; or
- c. a "bill-and-keep" arrangement, as provided in 47 C.F.R. § 51.713.

2. Pursuant to 47 C.F.R. § 51.715, in a state in which the state commission has neither established transport and termination rates based on forward-looking economic cost studies nor established transport and termination rates consistent with the default price ranges described in 47 C.F.R. §51.707, the ILEC shall set interim transport and termination rates within the proxy ranges for switching and transport as described in 47 C.F.R. § 51.707(b)(2).

XIV. RESALE

A. GENERAL REQUIREMENTS.

1. All regulated telecommunications services offered to end-users of the ILEC must be available for resale by Sprint. This includes volume discounted products, grandfathered products, individual case basis products, operators services, directory assistance, vertical services and promotions.

2. Every retail service rate, including promotions of over 90-days, discounts plans, and option plans must have a corresponding wholesale rate. Non-recurring charges associated with resold accounts shall also have an appropriate wholesale discount. New

services shall have a wholesale rate established at the same time the new service becomes available.

3. No conditions may be placed on the resale of any retail service except for the single provision within the Act which allows a state commission to restrict resale between certain categories of subscribers and payphone providers as Order by the FCC. Sec. 251(c)(4)(B), FCC Rule 51.613.

4. For wholesale services, Sprint requires that the existing databases and signaling supporting the retail service continue to be provided as part of the wholesale service.

5. If the ILEC continues to sell a product to any end-user under grandfathered arrangements, the ILEC must make that product available for resale by Sprint to that end-user. If a service withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail.

6. ILEC must provide a minimum notice period for changes/discontinuation of services so that Sprint has an opportunity to make the necessary modifications to its ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes.

7. Sprint's local customers must be able to retain their existing ILEC provided telephone number without loss of feature capability and ancillary services such as, but not exclusively: DA, 911/E911 capability. Both Sprint and the ILEC will work cooperatively on exceptions.

8. When ILEC provides short installation intervals to its end-users, ILEC shall match those installation intervals for Sprint customers (e.g. facilities are already connected at the premises and all that is required is a computer entry activating service, such as "warm line" activation).

B. COMPENSATION.

1. The wholesale price for each retail service must be determined based on the FCC approved methodology where costs the ILEC will avoid will be removed when the service is resold. FCC Rule 51.607 and 51.609.

2. Any PIC administrative change charge must be at TELRIC plus a reasonable allocation of forward-looking joint and common costs.

3. ILECs must either adopt interim wholesale rates within the 96-98 Order's proxy range or produce cost studies within the specified time frame contemplated for negotiations as part of good faith negotiations.

C. INFORMATION. The ILEC must provide information concerning the agreements they have made with other Sprints and with its own affiliates.

D. ORDERING.

1. ILEC must provide the ability for Sprint to order local and long distance toll service on unified order.

2. Sprint shall adopt a reasonable account verification method consistent with the FCC's PIC verification guidelines. ILEC shall honor Sprint service order requests without receiving a separate signed LOA from the end-user in order to process a Sprint order.

3. ILEC shall provide confirmation of the installation/change activity to Sprint via an initial Firm Order Confirmation ("FOC") and positive completion of order activity. Sprint requires an "As Is" process when customers are migrating from the ILEC to Sprint at the same location. On migration type orders the FOC should contain all services/features currently being provided by the ILEC and those services/features being migrated to Sprint. On new installation/change orders the FOC should verify all services/features ordered by Sprint. A positive completion delineating all the services installed and those not installed should be sent to Sprint upon actual completion within 24 hours of Order completion. This will ensure proper billing to end-user customers for services provided.

4. Once Sprint has obtained a customer, the ILEC shall provide in pre-ordering and ordering phases of processing the Sprint order, the ILEC regulated local features/products/services/elements/combinations that were previously provisioned by the ILEC for all affected Sprint local customers. This applies to all types of local service orders and all elements. Sprint requires that the ILEC provide any customer status which qualifies the customer for a special service (e.g. DA exempt, lifeline, etc.)

5. Access to CRIS and routine reconciliation between CRIS records and Sprint customer records should be established.

6. Sprint, as the local service provider, and its customer are assigned any telephone line number switched by the ILEC switch. Therefore, Sprint must have access to the Telephone Line Number ("TLN") and Line Information Data Base ("LIDB").

E. BILLING.

1. When ILEC local service is rebranded (as opposed to service provided via unbundled elements) the ILEC is the appropriate recipient of all access charges, and should be responsible for directly billing the IXCs for the access related to interexchange calls generated by rebranded customers.

2. ILEC must return EMI records to IXC with the Sprint disconnect rejection code along with the Operating Company Number ("OCN") of the associated ANI. The OCN must be provided so that the IXC will know which local ILEC provides service for the WTN.

3. Monthly invoices must be presented in a an agreed upon format. Sprint prefers Carrier Access Billing Systems ("CABS") format in order to facilitate standard industry auditing practices. Other requirements include:

- a. Where available, daily receipt of local usage at the call detail level in standard EMR/EMI industry format must be provided to enable Sprint to match these records with appropriate accounts by billing cycle in parity with the ILEC.
- b. Access to Bellcore CMDS in and out-collect process for inter-region alternately billed messages via a CMDS sponsor.
- c. Access to in and out-collect process for intra-region alternately billed messages via the appropriate Bellcore Client Company.
- d. Long term neutral third party in and out-collect process for inter and intra-region alternately billed message.
- e. Provision to IXC of billing information for casual usage.
- f. Information on customer's selection of billing method, special language billing, etc.

F. PIC ADMINISTRATION.

IXC PIC. When Sprint rebrands ILEC local service (becomes the end-user's local service provider), the ILEC shall process all PIC changes provided by Sprint on behalf of the IXCs. If PIC changes are received directly by the ILEC from the IXC, the ILEC shall reject the PIC change back to the IXC with the OCN of Sprint in the appropriate field of the industry standard CARE record.

Sprint to CLEC Change. When a CLEC other than Sprint or the ILEC sells local service to an existing Sprint local customer and an order is submitted to the ILEC for migrating the service, the ILEC will shall inform Sprint of the disconnect in a manner similar to the existing CARE process for notifying an IXC of a disconnect PIC change. This will ensure accurate billing to the end-user customer. --

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**RESALE AND
INTERCONNECTION
AGREEMENT**

SEPTEMBER 17, 1996

**MASTER NETWORK
INTERCONNECTION AND RESALE AGREEMENT**

This Agreement is between _____ ("Carrier") and _____ ("Company") hereinafter collectively, "the Parties", entered into this _____ day of _____, 1996, for the State of _____.

WHEREAS, Carrier desires to provide competitive local exchange service to residential and business end-users, and the Parties wish to establish terms for interconnection for purposes of exchanging local, intraLATA interexchange and interLATA interexchange traffic in accordance with the Telecommunications Act of 1996 ("Act") as well as terms for resale of Company's services;

THEREFORE, the Parties hereby agree as follows:

I. DEFINITIONS

Definitions of the terms used in this Agreement shall have the meanings set forth below.

1. **Access Service Request ("ASR")** - means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
2. **Act** - means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
3. **Affiliate** - means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this Paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%). "Person" shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any State.
4. **Bell Communications Research ("Bellcore")** - means an organization owned jointly by the Bell regional holding companies or their successors, that conducts research and/or development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
5. **Bill and Keep** - means a form of compensation for the termination of local traffic whereby LECs and CLECs terminate local exchange traffic originating from end-users served by the networks of other LECs or CLECs without explicit charging among or between said carriers for such traffic exchange.

6. **Central Office Switch, ("Central Office") ("CO")** - means a switching facility within the public switched telecommunications network, including but not limited to:
- End Office Switches which are switches from which end-user Telephone Exchange Services are directly connected and offered.
- Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
7. **Centralized Message Distribution System ("CMDS")** - means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
8. **Commercial Mobile Radio Services ("CMRS")** - means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.
9. **Commission** - means any state administrative agency to which the United States Congress or any state legislative body has delegated any authority to supervise or regulate the operations of Local Exchange Carriers pursuant to the Act or state constitution or statute such as a Public Utilities Commission or Public Service Commission..
10. **Competitive Local Exchange Carrier ("CLEC")** - means any company or person authorized to provide local exchange services in competition with an ILEC.
11. **Control Office** - is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
12. **Customer Proprietary Network Information ("CPNI")** - shall have the meaning set forth in 47 USC §222 (b)(1) and FCC regulations.
13. **FCC** - means Federal Communications Commission.
14. **Incumbent Local Exchange Carrier ("ILEC")** - is any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
15. **Integrated Services Digital Network ("ISDN")** - means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

16. **Interconnection** - means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
17. **Interexchange Carrier ("IXC")** - means a telecommunications service provider offering interexchange telecommunications services (e.g., inter- and/or intraLATA toll).
18. **Meet-Point Billing** - means an arrangement whereby two local service providers (including an ILEC and a CLEC) jointly provide exchange access to an IXC for purposes of originating or terminating toll services and each such provider receives its share of the tariffed charges.
19. **Most Favored Nations ("MFN")** - means the ability of Carrier to replace any price, term and condition in this contract with the price, term and condition offered to any ILEC or CLEC by Company pursuant to the Act.
20. **Multiple Exchange Carrier Access Billing ("MECAB")** - means the document prepared by the Billing Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and is published by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of exchange service access provided by two or more LECs and/or CLECs, or by one ILEC in two or more states within a single LATA.
21. **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface ("MECOD")** - means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for exchange service access which is to be provided by two or more ILECs and/or CLECs.
22. **Numbering Plan Area ("NPA")** - means an area code assigned pursuant to the North America Numbering Plan which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "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") means specialized telecommunications service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

23. **Parity** - means non-discrimination and equality in status, including but not limited to, electronic access, information availability, network operational characteristics, and response time and/or installation activity, between functions the Company performs for itself and functions it performs for/or makes available to Carrier.
24. **Physical Collocation** - shall have the meaning set forth 47 C.F.R. § 51.5.
25. **Rebranding** - occurs when Carrier purchases a wholesale service from Company when the Carrier brand is substituted for the Company brand.
26. **Telecommunications Services** - shall have the meaning set forth in 47 USC §153(6).
27. **Total Element Long Run Incremental Cost ("TELRIC")** - means the incremental costs of an entire product (e.g., all the costs directly caused by providing an interconnection service, a network element, or some other product. TELRIC includes service-specific fixed costs (e.g., costs that do not change with changes in output), volume sensitive costs (those that are caused by changing the volume of output) and a reasonable allocation of forward-looking joint and common costs. In more precise terms, TELRIC is the difference between (1) the total costs of a company that provides the service and a number of other services, and (2) the total cost of that same company if it provided all of its services in the same quantities, but not the service in question.
28. **Trunk-Side** - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
29. **Undefined Terms** - The Parties acknowledge that terms may appear in this Agreement which are not defined and 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. Virtual collocation does not include switching equipment.
30. **Virtual Collocation** - shall have the meaning as set forth in 47 C.F.R. § 51.5
31. **Wholesale Service** - means any regulated Telecommunication Services that Company provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC §251(c)(4).
32. **Wire Center** - means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

II. SCOPE OF THIS AGREEMENT

The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company tariffs and then current practices. Should there be a conflict between the terms of this Agreement and any such tariffs or practices, the terms of this Agreement shall control to the extent allowed by law or Commission Order until such time as Company may so modify its tariffs and practices to be in conformance with the terms of this Agreement. Company and Carrier shall use their best efforts to obtain approval of this contract by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications.

III. RESALE OF LOCAL SERVICES

- A. Company shall not place conditions or restrictions on Carrier'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). Every regulated retail service rate, including promotions over 90-days in length, discounts, and option plans will have a corresponding wholesale rate.
- B. Company will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available.
- C. Company will continue to provide existing databases and signaling support for wholesale services at no additional cost.
- D. Company will make any service grandfathered to an end-user or any Individual Case Basis ("ICB") service available to Carrier for resale to that same end-user at the same location(s).
- E. Company will provide at a minimum 30-days advance notice to Carrier of changes in or discontinuation of any product or service that is available for resale hereunder.
- F. Company will continue to provide Primary Interexchange Carrier ("PIC") processing for those end-users obtaining resold service from Carrier. Company will bill and Carrier will pay any PIC change charges.

- G. Company shall allow Carrier customers to retain their current telephone number.
- H. Company shall install Carrier customers as quickly as it installs its own end-users and shall provide parity in quick installation programs such as "warm line" programs.

I. **Billing.**

1. Company shall be responsible for directly billing the IXC for access related to interexchange calls generated by rebranded customers.
2. Company will be responsible for returning EMI records to IXCs with the Carrier disconnect rejection code along with the Operating Company Number ("OCN") of the associated Automatic Number Identification ("ANI").
3. Company will deliver a monthly statement for wholesale services based upon a mutually agreed upon schedule as follows:
 - a. Invoices will be provided in a standard carrier access billing format or other agreed upon format;
 - b. Where local usage charges apply, the local usage at the call detail level in standard EMR/EMI industry format will be exchanged daily or at other mutually agreed upon intervals;
 - c. Company will act as CMDS sponsor and provide access to Bellcore CMDS in and out collect process; (*applicable to BOC and GTE only*)
 - d. The Parties will work cooperatively in facilitating the billing of in and out collect and for inter and intra region alternately billed messages;
 - e. Company agrees to provide information on the end-user's selection of special features (e.g., billing method, special language); and
 - f. Company agrees to provide billing information for casual callers.

J. **Compensation.**

1. All Company retail Telecommunications Services, pursuant to 47 USC §251(c)(4) shall be available for resale at wholesale prices. Pricing shall be developed based on 47 USC §252(d)(3) where wholesale prices are retail prices less avoided costs, net of any additional costs imposed by wholesale operations. The wholesale rate shall be, until such time as avoided cost studies in compliance with the FCC's avoided cost methodology in FCC Rules 51.607 and 51.609 have been approved, an interim rate as approved by the appropriate state commission within the 17% - 25% discount range.

Upon the approval of a permanent rate by a state commission the permanent rate shall apply. If Company has available by contract or otherwise a lower rate, that rate shall be available to Sprint.

2. To the extent Carrier desires to order wholesale Telecommunications Services for resale from Company it is entitled to do so on a non-discriminatory basis under rates, terms, and conditions no less favorable than those currently extended, or which in the future may be extended, by Company to any other carrier offering local exchange and/or toll services, or equivalent elements to any other CLEC on a MFN basis. Company agrees to provide Carrier with information concerning the terms and conditions available to all such Parties upon request. If Company makes any non cost-based volume or term rate available to any other Carrier, such rate shall be available to Carrier without regard to volume, term or other conditions imposed by Company.

IV. PROVISIONING AND INSTALLATION - RESALE

A. Order Processing.

1. The Company will meet Carrier's ordering needs and, if necessary, establish a dedicated CLEC ordering center.
2. All ordering process and systems Company utilizes shall provide Carrier with parity treatment.
3. Electronic interfaces for the exchange of ordering information will be adopted and made available using any industry standard order formats and methods that are developed, (e.g. "EDI"). Electronic interfaces should be established to provide access to the Company systems as indicated on Exhibit 1. In the absence of industry standards, interim electronic access to Company systems shall be established as indicated on Exhibit 1.
4. Carrier and the Company will adopt an industry standard service order/disconnect order format.
5. Carrier and Company may order Primary Local Carrier ("PLC") and Primary Interexchange Carrier ("PIC") record changes using the same order process and on a unified order.
6. No Letter of Agency ("LOA") signed by the end-user will be required to process a PLC or PIC change ordered by Carrier or Company. Carrier and Company agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules.
7. Each Party will provide the other, as agent of the end-user customer, at the time of the PLC order, current "As Is" pre-ordering/ordering information relative to the end-user

consisting of local features, products, services, elements, combinations, and any customer status qualifying the customer for a special service (e.g., DA exempt, lifeline, etc.) provided by the Party to that end-user.

8. As appropriate, the new PLC shall provide confirmation of installation change activity to the former PLC. Company shall provide Carrier read-only on-line access to Company's customer record information systems and the Parties will establish a mechanism for periodic reconciliation between their system(s) and Carrier's customer records database.
9. Until such time as numbering is administered by a third party, Company shall provide Carrier the ability to obtain telephone numbers on-line from the Company, and to assign these numbers with the Carrier customer on-line. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the Company. Until such time as Company establishes an on-line electronic interface with Carrier which facilitates real-time number assignment, company will provide blocks of numbers, where possible, sufficient to satisfy Carrier's projected numbering resource demand.
10. Company shall provide Carrier the ability to order all available features on its switches (e.g., call blocking of 900 and 976 calls by line or trunk). Additionally, Company shall provide high usage reports, as required by any Commission, so that Carrier may provide any regulatory required high usage reports to its end-users.
11. Company shall provide "real-time" electronic interfaces and response for: firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by switch office (such as Digital Copper, Copper Analog, ISDN, etc.), Order completion with all service order and time-and-cost-related fees, rejections/errors on service order data element(s), jeopardy against the due date, missed appointments, additional order charges (construction charges), order status, valid street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the Company for all Carrier local customers. This applies to all types of service orders and all elements.
12. Company shall provide Carrier the "real-time real" electronic ability to schedule installation appointments with the customer on-line and access to the Company's schedule availability.
13. The Company will direct customer to Carrier for requests changing their Carrier service.
14. The Company shall process all PIC changes provided by Carrier on behalf of IXC's. If PIC changes are received by Company directly from IXC's, Company shall reject the PIC change back to the IXC with the OCN of Carrier in the appropriate field of the industry standard CARE record.

15. Company shall cooperate with Carrier, before Carrier offers commercial service, in testing all electronic ordering, provisioning, maintenance, billing and other electronic interfaces and internal systems to insure accurate and timely installation and billing occurs. Company shall use its best efforts to provide adequate and timely testing and to cure any system defects discovered through such testing.
16. Company shall notify Carrier within one business day of any Primary Local User ("PLU") change in carrier when a carrier submits an order to Company that results in disconnection or reassignment of Company facilities or services (resale or unbundled elements) previously used by Carrier (i.e. disconnection of Carrier's service).

V. NETWORK INTERCONNECTION

- A. All interconnection arrangements offered by Company to Carrier shall provide Carrier with network parity. Carrier shall interconnect with Company's facilities as follows for the purpose of routing or terminating of traffic:
 1. In each Company local calling area in which Carrier chooses to offer local exchange service, Carrier may interconnect its network facilities at any one or more technically feasible point(s) of interface within Company's network including: (a) at Company access tandem(s); (b) end office switch(es); or (c) other wire centers (collectively referred to as "POI"). The POIs are the point(s) of physical interconnection as identified in Appendix 1 attached hereto and incorporated herein by reference. As Carrier initiates exchange service operations in additional Company areas, additional POIs in each local calling area will be established by Carrier and Appendix 1 will be amended and updated to reflect the additional POIs, as necessary.
 2. Interconnection to a Company end office(s) will provide Carrier access only to the NXX's served by that individual end office(s) to which Carrier interconnects.
 3. Interconnection to a Company tandem(s) will provide Carrier local access for local and toll service purposes to the Company end offices and NXX's which interconnect with that tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s). Interconnection to a Company tandem for transit purposes will provide Carrier interexchange access to Company, Interexchange Carriers ("IXCs"), CLECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company tandem serving that exchange will also provide Carrier access to Company's end offices with the same functionality described in (2) above.
 4. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided as required for interconnection and routing to such ancillary services.

5. If requested by Carrier, Company will, subject to technical feasibility, establish additional POI arrangements including, but not limited to, any of the following interconnection methods:
 - a. a physical collocation facility maintained by Carrier, or by a third party with whom Carrier has contracted for such purposes, at a Company Wire Center, where such Wire Center has been designated as the POI; or
 - b. a physical collocation facility maintained by Company, or by a third party with whom Company has contracted for such purposes, at a Carrier Wire Center, where such Wire Center has been designated as the POI.
6. In support of any claim that a requested interconnection at a POI is technically infeasible, Company bears the burden of proof and in support of the same shall undertake and provide to Carrier:
 - a. a study and analysis to assess the technical feasibility of providing the requested interconnection; and
 - b. all other relevant information and documents that the Company relied upon in making its conclusion.
7. Upon reasonable notice to Company, Carrier shall be provided access to the proposed POI to properly evaluate the Company's denial of Carrier's request to interconnect. Where Carrier leases collocation space and/or equipment from Company for purposes of interconnection under this Agreement, Carrier shall have MFN rights to lease under non-discriminatory tariff or contract terms from Company equal to the most favorable terms, including rates that Company otherwise makes such facilities available (including to independent companies, its own affiliates, and/or most favored customers). Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Company generally agrees to provide new collocation arrangements no later than 90 days after Carrier's written request. Company shall use its best efforts to meet a 90 day Installation interval. A full explanation of any delays past the 90 day period shall be provided by Company.
8. Company shall interconnect with Carrier facilities at the POIs designated in Appendix 1 as modified and updated from time to time. Company shall interconnect with Carrier under prices, terms and conditions no less favorable than those available on an element by element basis to other parties. Carrier may adopt any price, term or condition available to another Party on an MFN basis in place of any other price, term or condition otherwise applicable herein.

9. With the exception of those provisions which apply only to ILECs under the Act, the provisions of this Section V. A. shall apply to Company's interconnection to Carrier's network for the purpose of routing all the types of traffic.
- B. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:
 1. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. At Carrier's option, one-way or two-way trunking will be available.
 2. When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., CMRS, local, interstate access) or actual measurement of jurisdictional traffic.
 3. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
 4. Where available, Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to Carrier.
 5. In the event SS7 facilities are not available from Company, Carrier may, at its option, obtain multi-frequency signaling.
 6. Where available, Company agrees to provide CIP (carrier identification code within Carrier's SS7 call set-up signaling protocol) at no charge.
 7. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
 8. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users.

VI. PROVISIONING AND INSTALLATION - INTERCONNECTION

A. Order Processing.

1. The Company is responsible for ordering facilities to terminate traffic to Carrier.

2. When two-way trunking is employed, the Parties will select a mutually agreeable automated ordering process.
3. The parties shall establish appropriate ordering/provisioning codes for each identified service, unbundled element and unbundled element combination.
4. When combinations of unbundled elements are ordered and said elements are currently interconnected and functional, those elements will remain interconnected and functional without an interruption in service.
5. The Company will provide to Carrier copies of all applicable test and turn-up procedures Company normally follows in support of the unbundled elements/combinations/services ordered by Carrier.
6. Within 48 hours of any disconnect, the Company will notify Carrier of the disconnect of any Carrier unbundled element/combination/service.
7. All notices, invoices, and documentation provided on behalf of Carrier to the customer at the customer's premises by the Company's field personnel shall either be branded Carrier at Carrier's expense or non-branded. Company shall not market its services during such calls.
8. Company shall provide the ability for Carrier to mechanize test or, notwithstanding anything to the contrary in this agreement, will test all elements/combinations.
9. Company will provide a system to identify essential Carrier circuits, trunks and elements for expedited restoral purposes.

B. Billing.

1. Company and Carrier agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles.
2. Exchange access meet point billing arrangements will be made available to Carrier as a CLEC. Where Company currently has meet point arrangements, they shall be made available on the same terms and conditions as made available by Company to other ILECs engaged in meet point billing arrangements with the Company.
3. No discrete development charges shall be imposed on Carrier for the establishment of standard meet point billing arrangements.
4. Carrier and the Company agree to implement industry standard CARE records for correct provisioning and billing to IXC.

5. **Exchange of Records.**

- a. The Company and Carrier will exchange the appropriate records to bill exchange access charges to the IXC.
 - b. The Company agrees to capture inward terminating call records and send them to Carrier in an agreed upon industry standard format (e.g., EMR).
 - c. Carrier and Company agree to capture EMR records for inward terminating and outward originating calls and send them to Company or Carrier, as appropriate, in daily files via an agreed upon media (e.g., Network Data Mover ("NDM")).
6. Company agrees to exchange test files to support implementation of meet point billing or other access billing prior to live bill production.
7. When Carrier owns the end-office, the Company will not bill the transport interconnection charge ("TIC") (also known as the residual interconnection charge) to either Carrier or the IXC.

VII. NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements.

1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
3. Company agrees to work toward having service centers dedicated to CLECs available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.
4. Voice response units, similar technologies, intercept solutions or live referrals should be used to refer/transfer calls from customers to the proper carrier for action. Neither Party

shall market to end-users during a call when that customer contacts the Party solely as a result of a misdirected call.

5. Carrier will be provided parity electronic read and write access to the Company's maintenance and trouble report systems including the following systems and/or functionality:
 - a. Trouble reporting/dispatch capability - access must be real-time;
 - b. Repair status/confirmations; maintenance/ trouble report systems;
 - c. Planned/Unplanned outage reports; and
 - d. Mechanized line testing - access must be "real-time".
6. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than one percent of either Party's circuits in any exchange on a real-time basis.
7. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. Correct LERG data is considered part of this requirement.
8. Company and Carrier shall develop a detailed escalation process to assist in problem resolution.
9. The Parties must work cooperatively to plan and implement coordinated repair procedures for local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
10. The Company shall provide parity repair progress status reports so that Carrier will be able to provide its end-user customers with detailed information and an Estimated Time To Repair ("ETTR"). The Company will close all trouble reports with Carrier. Carrier will close all trouble reports with its end-user.
11. A non-branded, customer-not-at-home card shall be left by Company at the customer's premises when a Carrier customer is not at home for an appointment and Company performs repair or installation services on behalf of Carrier.
12. The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when they respond to alarms for their own customers.

13. Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers (e.g., cable throws, power tests, etc.).

B. Transfer of Service Announcements.

When an end-user who continues to be located within the local calling area changes from Company to Carrier, or from Carrier to Company, and does not retain its original telephone number, the Party formerly providing service to the end-user will provide a new number announcement on the inactive telephone number upon request, for a minimum period of 90 days (or some shorter reasonable period when numbers are in short supply), at no charge to the end-user or either Party unless Carrier or Company has a tariff on file to charge end-users. This announcement will provide details on the new number to be dialed to reach this customer.

C. Coordinated Repair Calls.

Carrier and Company will employ the following procedures for handling misdirected repair calls:

1. Carrier and Company will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end-user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about the other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.
3. Carrier and Company will provide their respective repair contact numbers to one another on a reciprocal basis.
4. It is recognized by the Parties that repair calls placed via an N11 number available to only the Company is in violation of 47 USC §251(b)(3) dealing with dialing parity. Company, to the extent it receives repair or business office contact through N11 dialing will, at the time the next directory for the area is released, switch to a 7-digit or 10-digit number or immediately undertake efforts to route N11 calls by Carrier customer to Carrier repair and business offices on a non-discriminatory basis.

Carrier and Company will agree on a process for ensuring the restoration and restoration whereby certain identified Carrier national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Company network requirement.

E. Service Projections.

Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

F. Quality of Service.

1. Company shall provide Carrier parity in provisioning, repair and maintenance support 7 days a week, 24 hours a day.
2. Company shall provide Carrier with at least the same intervals and level of service provided by Company to its end-users or another party at any given time to ensure parity in treatment.
3. Company shall provide Carrier maintenance and repair services on wholesale and/or unbundled facilities in a manner that is timely, consistent and at parity with service provided to Company end-users and/or other carriers.
4. Interconnection quality of service should be no less than that provided by the Company for its own services.

5. A minimum blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
6. Company shall adhere to competitive intervals for installation of POIs, and the objective in no case should be longer than 30 calendar days, absent extenuating circumstances. In those instances where new collocation arrangements are required, a 90 day installation target applies.
7. Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.
8. Carrier and Company shall negotiate a mechanism whereby Company will improve performance when it is in breach of Commission imposed or agreed upon quality-of-service standards. Company shall indemnify Carrier for any forfeitures or civil penalties or other regulator-imposed fines caused by Company failure to meet Commission imposed service standards.
9. Carrier must be at parity with the Company (or its affiliates or third parties) in provision of unbundled elements. This must at a minimum include:
 - a. Switch features at parity;
 - b. Treatment during overflow/congestion conditions at parity;
 - c. Equipment/interface protection at parity;
 - d. Power redundancy at parity;
 - e. Sufficient spare facilities to ensure provisioning, repair, performance, and availability at parity; and
 - f. Standard interfaces at parity.
10. Carrier and Company will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.

G. Information.

1. Order confirmation must be provided within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.
3. Company and Carrier will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

4. Company shall provide and update an electronic copy of their switch Network ID Database with complete list of feature/functions by switch, NPA/NXXs, rate centers, etc.
5. Company shall provide a list/description of all services and features with availability down to street address detail, including: Type of Class 5 Switch by CLLI, line features availability by switch office, and service and capacity availability by switching office. Company shall further provide a complete layout of the data elements that will be required to provision all such services and features.
6. Company shall provide detailed descriptions of the criteria and process used for handling facility and power outages on an agreed upon severity and priority basis.
7. The Company shall provide an initial electronic copy and a hard copy of the Service Address Guide ("SAG"), or its equivalent. Updates are expected as changes are made to the SAG.
8. Company shall provide Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks.
9. Company shall provide Carrier with its list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.). Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers.

VIII. UNBUNDLED NETWORK ELEMENTS

A. General Requirements.

Company will unbundle and separately price and offer the following eight network elements such that Carrier will be able to subscribe to and interconnect to whichever of these unbundled elements Carrier requires for the purpose of providing local telephone service to its end-users, and to combine the Company-provided elements with any facilities and services that Carrier may itself provide, in order to efficiently provide Telecommunications Services to its end-users, pursuant to the following terms:

1. Loops, e.g., two-wire or four-wire facilities from the Carrier's or end-user's premises to the host office in the same exchange, or to the remote switch if there is no host switch in such exchange including cross-connects to either other unbundled elements or Carrier's facilities;

2. Local Switching, e.g., the ability to switch calls from one line to another, or from a line to a trunk including all features and functions, connection to the MDF or trunk cross-connect, and switch card;
3. Tandem Switching, e.g., trunk-to-trunk connections including all features and functions such as recording and customized routing;
4. Interoffice Transmission Facilities, e.g., transmission of Carrier traffic on , either dedicated or common facilities, between Company and/or Carrier offices and/or a location designated by Carrier;
5. Signaling and Call-related Databases, e.g. SS7 signaling links and Signal Transfer Point ("STP") access, call related databases (such as, Line Information Database, Toll Free Calling Database and Number Portability Database), signaling systems, AIN database access through local switching purchase or SS7 interconnection and access to Service Management Systems;
6. Network Interface Device;
7. Operator Services, e.g. unbundled local operator service with custom routing to facilitate Carrier branding and price quotation where technically feasible;
8. Directory Assistance, e.g. local directory assistance services with custom routing to facilitate Carrier branding where technically feasible and unbundled sale of the database for inclusion in Carrier DA centers; and
9. Operations Support Systems, e.g. including seamless electronic interfaces with systems providing Company ordering and provisioning, trouble reporting and fault management, performance monitoring, network and traffic management, facility assignment and control functions. Such electronic interface shall provide information, operational and timeliness parity and be provided pursuant to industry standards within twelve months after such standards have been established and notwithstanding anything to contrary elsewhere in this agreement, via reasonable agreed upon interim measures before final industry standards have been implemented. Carrier recognizes Company's right to seek waivers of any FCC mandated electronic interface availability requirements and this agreement is expressly subject to any modification of the availability of electronic interfaces ordered by the FCC. However, if an electronic interface is made available by Company to any Carrier, Company shall make a similar appropriate interface available to Carrier.

Additionally, Company will, upon receipt of a bona fide written request, specifying a desired activation date, further unbundle the elements identified above into sub-elements as follows (for illustrative purposes only and not by way of limitation) in identified local exchange(s). Upon submission of a written request from Carrier for additional sub-element

unbundled network elements, Company shall have 45 days from the receipt of the written request to respond, in writing, whether it is technically feasible to provide such unbundled network element on the requested activation date and, if feasible, the price of such element. If Carrier fails to place an order, then Carrier shall pay the actual costs incurred by Company in responding to the request.

Company will upon receipt of the request, unbundle and separately price and offer requested elements such that Carrier will be able to lease whichever of these unbundled elements Carrier requires, and to combine the Company-provided elements with any facilities and services that Carrier may itself provide, in order to efficiently offer telecommunications services to end-users, pursuant to the following terms:

1. Interconnection, when requested, will be achieved at any technically feasible POI on Company's network, including via collocation arrangements.
2. Company shall ensure that unbundled elements, when combined together without the addition of any Carrier facilities, are capable of providing full local service and other functionality available to end-users through retail offerings, provided, however, that Carrier has ordered that appropriate unbundled elements for the provision of "full local service." Company will assist Carrier in identifying elements needed to provide any end-user service desired by Carrier.
3. Loop, switching, or transport when interconnected with Carrier facilities (whether purchased individually or in combinations) shall be delivered to the Carrier collocation arrangement or mid-span meet through appropriate connectors applicable to the unbundled service delivered, through other tariffed or contracted options, or through other technically feasible and economically comparable interconnection arrangements in accordance with agreements between Carrier and Company.
4. To the extent technically feasible, all unbundled element-based features, functions, service attributes, grades-of-service, installation, maintenance and repair intervals which Company provides for its retail service will apply to unbundled elements.
5. Subject to other contractual agreements, Company need not monitor the unbundled loop for maintenance purposes. Carrier may be required to provision a loop testing device either in its central office, Network Control Center, or in its collocation arrangement to test the unbundled loop. Company will perform repair and maintenance once trouble is identified by Carrier.
6. Company shall provide an electronic interface with Carrier for on-line electronic file transfers by which Carrier may place, verify, and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements.

B. Compensation.

Permanent, unbundled network elements prices shall be provided at a rate to be computed based on TELRIC plus a reasonable allocation of joint and common costs of each such Element. Until permanent rates are developed, and always subject to MFN provisions appearing elsewhere in this Agreement, interim rates within the proxy ranges approved by the FCC or a state Commission or otherwise agreed to by the parties shall be implemented.

IX. SPECIAL SERVICE ARRANGEMENTS AND CONSTRUCTION

A. Special Service Arrangements.

Company shall provide special service arrangements to Carrier as reasonably requested pursuant to Company's unbundled element and interconnection obligations under the Act. For special service arrangements not readily available through Company, unbundled element pricing at TELRIC with a reasonable allocation of joint and common cost shall apply. This Company obligation includes the construction of a reasonable amount of additional facilities.

X. ACCESS TO TELEPHONE NUMBERS.

A. General Requirements.

1. To the extent Company serves as the Central Office Code Administrator, Company will work with Carrier in a neutral and non-discriminatory manner, consistent with regulatory requirements, in regard to Carrier's requests for assignment of Central Office code(s) (NXX) consistent with the Central office Code Assignment Guidelines, and any applicable Commission or FCC rules and/or orders.
2. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

B. Compensation.

To the extent that Company assigns NXXs, the Company will assign NXXs to Carrier at the same rates/charges it imposes upon itself.

C. Quality of Service.

Company will input Carrier's NXXs into its databases according to industry guidelines, including the terminating LATA in which the NXX/rate center is located.

D. Information.

1. Until such time that number administration is moved to an independent third party, Company will make available reporting on NXX availability, fill rates, and new assignments.
2. Company agrees to provide to Carrier information concerning NPA-NXX splits.

XI. LOCAL NUMBER PORTABILITY

A. General Requirement.

1. The Parties shall provide interim number portability arrangements to permit end-user customers to change providers without changing their current phone numbers, provided that such end-user remains located within the same Company or Carrier rate center. Such arrangements may include remote call forwarding or flexible DID.
2. Company will provide necessary data to Carrier to allow Carrier to recover appropriate terminating access charges, recognizing that both Carriers are involved in joint provision of access to IXC's associated with terminating traffic to ported numbers assigned to Carrier subscribers.
3. Company will provide interim number portability in an area until permanent number portability is implemented in that area.

B. Compensation.

1. For Interim Number Portability, Company shall be entitled to the TELRIC cost of providing this service less a 55% discount because of the degraded quality of service provided via interim number portability solutions.
2. For Permanent Number Portability, the parties will pay any costs as required by Commission Orders.

XII. ADDITIONAL SERVICES

A. 911/E911.

1. Description.

- a. Carrier will interconnect trunk groups to the Company 911/E911 selective router(s)/911 tandem(s) which serve the area in which Carrier provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). Company will provide Carrier with

the appropriate Common Language Location Identifier ("CLLI") codes and specifications of the tandem service area.

- b. Where Company is the owner or operator of the 911/E911 database, Company will maintain, and the Parties will agree upon the time frame for automated input and daily updating of 911/E911 database information related to Carrier end-users. Company will work cooperatively with Carrier to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). Carrier shall use the NENA standards for street addressing and abbreviations, including a Carrier Code (NENA standard 5 - character field) on all ALI records sent to Company. Carrier is responsible for record data it provides to Company for entry in the database or, when available, for the information it enters into the database and agrees to indemnify and hold Company harmless from any and all claims or actions arising out of or relating to Carrier's negligence or intentional acts, errors or omissions in providing the record data to Company. Additionally, Company shall work with the appropriate governmental authorities to provide Carrier the ten-digit telephone number of each PSAP which sub-tends each Company selective router/911 tandem to which Carrier is interconnected. Company will input Carrier's data in an interval that is no less frequent than that used by Company for its end-user.
- c. Company will provide Carrier a default arrangement/disaster recovery plan including an emergency back-up number in case of massive trunk failures.
- d. Company will use its best efforts to facilitate the prompt, robust, reliable, and efficient interconnection of Carrier systems to the 911/E911 platforms, with standards of provisioning, service, and performance that are non-discriminatory and are at least equal to those employed by Company for itself, its affiliates and/or subsidiaries, and other carriers providing switched local exchange services.

2. Operator Reference Database ("ORDB")

If available, Company will work cooperatively with Carrier to assist Carrier in obtaining from the appropriate 911 government agencies monthly updates to the ORDB. If available, this will enable Carrier to promptly respond to emergency agencies (e.g., fire, police, emergency medical technicians, etc.), as a backup to 911, during a catastrophic situation.

B. White/Yellow Page Directory Listings and Distribution.

1. General Requirements.

The directory listings and distribution terms and rates specified in this section shall apply to listings of Carrier customer numbers falling within NXX codes directly assigned to

Carrier, to listings of Carrier customer telephone numbers which are obtained by Carrier (or its customers) pursuant to Local Telephone Number Portability Arrangements, and to listings of customers served through resale of Company Services. Company shall publish Carrier listings in those Company directories covering the geographic scope of Carriers local service areas. The terms of this section may require a subsequent additional agreement with Company's Directory Publishing Company which Company will assist Carrier in obtaining under the terms outlined below.

- a. Company will include Carrier's customer telephone numbers plus Carrier's customer service and repair contact information, in a style and format (e.g., type, size, location in book, etc.) similar to how Company provides its own such information, in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which Carrier provides services to such customers, and will distribute printed White and Yellow Pages directories to Carrier's end-user customers, in the same manner it provides those functions for its own customers or at the option of Carrier, to Carrier for distribution to its end-users. Either Party may withhold provision of non-published telephone numbers of its end-users to the other Party.
- b. At Carrier's request, Carrier's critical contact information shall appear on a Carrier Information Page appearing in the "Informational Pages" section of Company's telephone directory listing Carrier critical end-user contact information regarding emergency services, billing and service information, repair services, and other pertinent telephone numbers relative to Carrier. Carrier's information shall conform to all applicable regulatory requirements. Carrier will not incur any additional charges for inclusion of this information. Additional Information pages will be made available at the same price as Company is charged by its directory publisher or at TELRIC plus a reasonable allocation of joint and common costs, whichever is lower.
- c. Carrier will provide Company with its directory listings and daily updates to those listings in an industry-accepted format and via an agreed upon medium.
- d. Carrier and Company will accord Carrier's directory listing information the same level of confidentiality which Company accords its own directory listing information, and Company shall ensure that access to Carrier's customer proprietary confidential directory information will be limited solely to those Company employees who are directly involved in the preparation of listings.
- e. Company and Carrier will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include Carrier customer listings. Unless required by law, Company will not provide/sell Carrier's listings to any third parties without Carrier's prior written approval.

- f. Company shall provide parity directory distribution, directory database maintenance, and directory listings for Carrier's and its customers under the same terms that Company provides these same services for its end-users.
- g. The Company's Yellow Pages directory Publisher shall be entitled to the revenues from the sale of Yellow Pages advertising. The Yellow Pages directory Publisher shall treat Carrier's customers in the same fashion and using the same publishing standards and policies and on a nondiscriminatory basis with Company's customers.

2. Compensation.

Carrier and Company shall be treated in a non discriminatory manner concerning white and yellow pages directory expense responsibility, based on proportionate listing allocation of said expense, and in the same manner white and yellow pages additional listings, bolding, color, in-column advertising and display advertising profits or revenues shared with the Company by the directory publisher shall be shared with Carrier. However, Company (or its directory publisher) may elect to forego expense and revenue/profit sharing with Carrier and instead, at no charge to Carrier, publish Carrier's customer's directory listings, publish a Carrier Information Page in the white pages directory, provide initial directory distribution to Carrier's customers and maintain any required directory listing publication databases.

3. Billing.

- a. The Yellow Pages advertising billed to Carrier end-users will be rendered separately to Carrier customers by publisher, or at the option of Company, billed by Carrier to its end-users. On Carrier billed accounts, the name of Company as the Directory Services Provider will appear. Carrier shall not increase the billing to end-users and does not become a resale or sales agent of Company's directory by virtue of this provision.
- b. The directory publisher shall invoice Carrier's customer directly for white pages advertising, color or white page bolding, or at the option of Company, as outlined in (a) above, Carrier may invoice its end-users for directory charges.

4. Information.

- a. Company shall provide to Carrier's publishing cycles and deadlines to ensure timely receipt and publication of Carrier's customer information.
- b. Company shall identify the calling area covered by each directory and provide such information to Carrier in a timely manner.

5. Quality of Service.

- a. The end-to-end interval for updating the database with Carrier customer data must be the same as provided for the Company's end-users.
- b. Company will provide an automated capability (e.g., tape transfer or other data feed) to update the Company directory database.

C. Directory Assistance

1. General Requirements.

- a. Where Company is a directory assistance service provider, at Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will provide to Carrier for resale, Carrier branded directory assistance service which is comparable in every other way to the directory assistance service Company makes available to its own end-users.
- b. When available, at Carrier's request, Company will:
 - i. provide to Carrier operators or to a Carrier-designated operator bureau on-line access to Company's directory assistance database, where such access is identical to the type of access Company's own directory assistance operators utilize in order to provide assistance services to Company end-users; and/or
 - ii. allow Carrier or a Carrier-designated operator bureau to license Company's directory assistance database for use in providing competitive directory assistance services.
- c. Company will make Carrier's data available to anyone calling the Company's DA and will update its database with Carrier's data in parity with updates from its own data.
- d. Company may store proprietary customer information provided by Carrier in its Directory Assistance database; such information should be able to be identified by source provider in order to provide the necessary protection of Carrier's or Carrier customer's proprietary or protected information.
- e. Carrier may limit the Company's use of Carrier's data to directory assistance or, pursuant to written agreement, grant greater flexibility in the use of the data subject to proper compensation.

- f. If Directory Assistance is a separate retail service provided by Company, Company must allow wholesale resale of Company DA service.
- g. To the extent Company provides directory assistance service, Carrier will provide its listings to Company via data and processed directory assistance feeds in accordance with an agreed upon industry format. Company shall include Carrier listings in its directory assistance database.
- h. Carrier has the right to license Company unbundled directory databases and sub databases and utilize them in the provision of its own DA service. To the extent that Carrier includes Company listings in its own directory assistance database, Carrier shall make Company's data available to anyone calling Carrier's DA.
- i. Company will make available to Carrier all service enhancements on a non-discriminatory basis.
- j. When technically feasible and requested by Carrier, Company will route Carrier customer DA calls to Carrier DA centers.

2. Business Processes.

- a. The Company will update and maintain the DA database with Carrier data, utilizing the same procedures it uses for its own customers, for those Carrier customers who:

- Disconnect
- Change Carrier
- Install
- "Change" orders
- Are Non-Published
- Are Non-Listed
- Are Non-Published/Non-Listed

- b. Each Carrier shall bill its own end-users.
- c. Carrier will be billed in an agreed upon standard format.
- d. Company and Carrier will develop intercompany procedures to correct errors when they are identified in the database.

3. Compensation.

- a. When Carrier is rebranding the local service of Company, directory assistance that is provided without separate charge to end-users will be provided to Carrier end-users as part of the basic wholesale local service, subject to any additional actual expense to brand the service with Carrier's brand. Where DA is separately charged as a retail service by Company, Carrier shall pay for DA service at wholesale avoided cost.
- b. Company shall place Carrier end-users listings in its directory assistance database for no charge.
- c. Company shall make its unbundled directory assistance database available to Carrier. Prices shall be set at TELRIC plus a reasonable allocation of joint and common costs.
- d. Any additional actual trunking costs necessary to provide a Carrier branded resold directory assistance service or routing to Carrier's own directory assistance service location shall be paid by Carrier.

D. Operator Services.

1. General Requirements.

- a. Where Company (or a Company Affiliate on behalf of Company) provides operator services, at Carrier's request (subject to any existing system capacity restraints which Company shall work to overcome). Company will provide to Carrier, Carrier branded operator service which is comparable in every other way to operator services Company makes available to its own end-users.
- b. At Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will route Operator Service traffic of Carrier's customers to the Carrier's Operator Service Center.
- c. Company shall provide operator service features to include the following: (i) local call completion 0- and 0+, billed to calling cards, billed collect, and billed to third party, and (ii) billable time and charges, etc.

2. Compensation.

- a. Company shall provide operator services for resale at wholesale prices, or at Carrier's option as an unbundled element at TELRIC with a reasonable allocation of joint and common costs.

- b. When Carrier requests Carrier branded Company operator services for resale or as an unbundled element, any actual additional trunking costs associated with Carrier branding shall be paid by Carrier. Where technically feasible, Company shall also, at the request of Carrier, route Carrier operator service traffic to Carrier operator service centers.
- c. The Parties shall jointly establish a procedure whereby they will coordinate Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end-users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. Carrier and Company will reciprocally provide adequate connectivity to facilitate this capability. In addition, upon request of Carrier, Company will make available to Carrier for purchase under contract BLV and BLVI services at wholesale or unbundled element rates.

XIII. RECIPROCAL TRAFFIC EXCHANGE

A. Scope.

Reciprocal traffic exchange is the exchange of terminating or transit traffic between Carrier and Company for termination to end-users.

This Agreement establishes the terms and conditions pursuant to which Carrier may interconnect its network facilities to those of the Company for termination of Carrier's traffic (or other traffic routed through Carrier) on Company's network and for termination of Company's traffic on Carrier's network.

B. Types of Traffic and Services

The types of traffic to be exchanged under this Agreement include:

1. Local traffic. This is traffic that is originated by an end-user of one carrier and terminates to an end-user of the another carrier as defined in accordance with Company's then current local serving areas (or the MTA for CMRS traffic) including any traffic for which there is no additional charge for termination.
2. IntraLATA toll traffic, as defined in accordance with Company's then current intraLATA toll serving areas (which will be considered local traffic for CMRS intra MTA usage).
3. Switched access traffic as specifically defined in Company's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users, whether or not the traffic transits the other Party's network.

4. Transit traffic. This is any traffic (e.g., EAS/Local, intraLATA toll, switched access and CMRS) which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.
5. Ancillary traffic. This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a. Directory Assistance;
 - b. 911/E911;
 - c. Operator call termination (busy line interrupt and verify);
 - d. LIDB; and
 - e. Information services requiring special billing. (e.g., 900 and 950)
6. To the extent network and contractual arrangements exist throughout the term of this Agreement, Company will provide intermediary tandem switching and transport services for Carrier's connection of its end-user to a local end-user of: (a) other CLECs; (b) another incumbent local exchange telecommunications Carrier other than Company; (c) IXC's, and (d) CMRS carriers.
7. Company agrees not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Company and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Company recording equipment to be installed for sampling purposes in conjunction with such audit. Company may contract directly with CMRS carriers using Carrier's network for transit functions, and in such case, Company shall directly bill termination charges to the CMRS carrier.

C. Compensation.

1. Local Traffic.

- a. Termination. Interim reciprocal, compensation arrangements within the proxy range established by the FCC shall be implemented. If usage is presumed to be balanced either because of actual experience or because measurement cannot be performed at this time, bill-and-keep may be used by the parties. When a TELRIC compensation rate is developed and approved, it shall replace any interim rate. If Company offers to any Party a rate under this section that is lower than the proxy rate or the TELRIC rate, Carrier may replace its current rate with that lower rate.
- b. Transport. Permanent charges for transport between Company tandems and/or end offices shall be based upon TELRIC plus a reasonable allocation of joint and

common costs. Until such time as a permanent rate is developed and approved, Company shall implement an interim proxy rate that reflects the Company's interstate dedicated transport price. Transport shall be a separately chargeable element.

- c. Tandem Charge. Tandem switching shall be a separately chargeable element based upon TELRIC plus a reasonable allocation of joint and common costs. Until such time as a permanent rate is developed and approved, Company shall charge \$0.0015 per minute for tandem switching.
2. IntraLATA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements.
3. Transit traffic shall be compensated based on charges associated with the functionality provided, e.g., tandem switching and transport.
4. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.

XIV. ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

A. Access to Facility

1. The Parties agree to provide to the other nondiscriminatory access to any pole, duct, conduit, or right of way owned or controlled by Company or Carrier, where available. Such access will be provided subject to any terms and conditions by which Company or Carrier is bound including but not limited to local, state or national safety and/or construction standards.
2. Any Company or Carrier authorization required to attach to poles, overloading requirements or modifications to the conduit system or other pathways to allow egress and ingress to the system shall not be unreasonably withheld, delayed, or restricted.
3. Each Party agrees to obtain the requisite permits and take no action to intervene against, or attempt to delay the granting of permits to the other for use of public right of way or access to private property with property owners. Each Party agrees to indemnify and hold harmless the other from any claims or actions on account of or relating to the Party's failure to obtain the requisite permits. Each Party agrees to provide, within ten (10) business days after receipt of a request from the other Party, information relative to the location and access to such facilities in a given local area. If a Party requests access to any pole, duct, conduit, or right of way owned or controlled by the other Party, but fails

to take such access, then the requesting party shall pay the actual costs the other Party incurred in responding to said request.

4. When establishing service to end users, both Carrier and Company agree not to damage the property of the other or take any action that would subject the network or facilities of the other party to dangerous electrical currents or other hazards.

B. Compensation.

Access to Company's and Carrier's poles, ducts, conduits, and rights of way, will be provided on a non-discriminatory, competitively neutral basis. Rearrangement costs will be pro-rated on a cost basis among all new users of the facility. Should new facilities be required, the costs shall be pro-rated among all users of the new facility. Existing facilities shall be provided on a pro rata, cost allocated basis. Cost allocations shall be performed in compliance with the FCC Rules.

XV. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

A. Cooperation on Fraud.

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.

At a minimum, such cooperation shall include, when allowed by law or regulation, providing to the other Party, upon request, information concerning any end-user who terminate services to that Party without paying all outstanding charges, when such end-user seeks service from the other Party. Where required, it shall be the responsibility of the Party seeking such information to secure the end-user's permission to obtain such information.

To the extent either Party is liable to any toll provider for fraud and to the extent the other Party could have reasonably prevented such fraud, the Party failing to exercise reasonable care will indemnify the other Party for any fraud due to compromise of its facilities or systems that could have been reasonably prevented.

B. Audit.

The Parties agree to exchange such reports and/or data as required to facilitate the proper billing of traffic. Upon thirty (30) days written notice, any Party may request an audit of the usage reports and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. A request for an audit must be

received within one (1) year of receipt of the jurisdictional usage factor and usage reports from the audited party.

XVI. OPTION TO ELECT OTHER TERMS

If, at any time while this Agreement is in effect, Company provides arrangements similar to those described herein to a third party on terms different from those available under this Agreement then Carrier may opt to adopt any individual rates, terms, and conditions offered to the third party in place of specific rates, terms, or conditions otherwise applicable under this Agreement for its own arrangements with Company regardless of volume discounts, other quantity terms, or other restrictions or provisions contained in the Agreement or tariff available to such third party.

In addition, if Company entered in an agreement (the "Other Agreement") approved by the Commission pursuant to Section 251 and/or Section 252 of the Act, and/or is subject to Order of the Commission, which provides for the provision of an interconnection, service, or unbundled element to another authorized Carrier, Company shall make available to Carrier such interconnection, service or unbundled element on an individual element-by-element or service-by-service basis without regard to other restrictions in said agreement upon the best individual terms and conditions as those provided in the Other Agreement.

This right is referred to generally as Most Favored Nation ("MFN") or Most Favored Customer ("MFC") elsewhere in this agreement.

Notwithstanding the above provision, this agreement is subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the State Commission or the FCC in the exercise of their respective jurisdictions (whether said changes or modifications result from a rulemaking proceeding, a generic investigation or an arbitration proceeding which applies to the Company or in which the State Commission makes a generic determination) to the extent that said changes apply to all similar Company agreements. This agreement shall be modified, however, only to the extent necessary to apply said changes where Company specific data has been made available to the Parties and considered by the State Commission. Any rates, terms or conditions thus developed shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the State Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement.

XVII. PROPRIETARY INFORMATION

- A. During the term of this Agreement, it may be necessary for the Parties to provide each other with certain information ("Information") considered to be private or proprietary.

The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within 30 days.

- B. The Parties will not have an obligation to protect any portion of Information which: (a) is made publicly available lawfully by a non-Party to this Agreement; (b) is lawfully obtained from any source other than the providing Party; (c) is previously known without an obligation to keep it confidential; (d) is released by the providing Party in writing; or (e) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.
- C. Each Party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appearing on the originals. Each Party agrees to use the Information solely in support of this Agreement and for no other purpose.
- D. All records and data received from Carrier or generated by Company as part of its requirements hereunder, including but not limited to data or records which are received or generated and stored by Company pursuant to this Agreement, shall be proprietary to Carrier and subject to the obligations specified in this Section.
- E. The Parties acknowledge that Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, notwithstanding Section XXI, the owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

XVIII. TERM AND TERMINATION

This Agreement shall be deemed effective as of _____, 1996. Except as provided herein, Company and Carrier agree to provide service to each other on the terms defined in this Agreement for a term of two years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date of termination. In the event of such termination

as described herein, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either (1) a new agreement executed by the Parties, (2) standard interconnection terms and conditions approved and made generally effective by the Commission or FCC, or (3) rates, terms and conditions available to other CLECs including continuation of MFN rights to available terms and conditions.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other, provided that 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 60 days after written notice thereof. Default is defined to include:

- a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

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 herein to survive termination.

XIX. LAW ENFORCEMENT AND CIVIL PROCESS

A. Intercept devices.

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request. The intercept will be done at no charge to Carrier when the request is in the form of a court order.

B. Subpoenas.

If a Party receives a subpoena for information concerning an end-user the Party knows to be an end-user of the other Party, it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end-users service provider, in which case the Party will respond to any valid request.

C. Hostage or Barricaded Persons Emergencies.

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect or one-way denial of outbound calls for an end-user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end-user and the Party serving such end-user agrees to indemnify and hold the other Party harmless against any and all such claims.

XX. FORCE MAJEURE

Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement for an interruption in service for which it had no control resulting directly or indirectly by reason of fire, flood, earthquake, or like acts of God, explosion, war, or other violence, or any requirement of a governmental agency, or cable cut by a third party, provided the Party so affected takes all reasonable steps to avoid or remove such cause of non-performance, provides immediate notice to the other Party setting forth the nature of such claimed event and the expected duration thereof, and resumes provision of service promptly whenever such causes are removed.

XXI. DISPUTE RESOLUTION

- A.** In the event of any disputes between Company and Carrier with respect to the terms and conditions of this Agreement, or any subject matter referred to in or governed by this Agreement, such disputes shall be settled as follows, except for disputes in which a Party seeks injunctive relief or must file suit in order to avoid expiration of the applicable statute of limitations.
- B. Escalation Procedures.** - All disputes between the Parties shall be escalated through normal business procedures to respective representatives from each Company at the vice-presidential level (or at such lower level as each Party's vice-president may delegate). Each Party has the right to request and, upon agreement of the other Party, to review any materials it deems pertinent to the dispute. The representatives shall consider any material submitted to it by either Party. Not to exceed 45 days from the date the dispute arises, each Party shall state in writing when it has received all materials it desires to review, and 15 days thereafter the representatives shall state in writing to the Parties the extent to which it has resolved the dispute. Both Parties agree to negotiate resolution of such problems in good faith.
- C. Mediation.**
1. In the event that a claim, controversy or dispute between Company and Carrier is not resolved by use of the Escalation Procedures, either Party may request non-binding Mediation by issuing a Notice of Mediation to the designated representative of the other

Party. Both Parties agree to pursue a mediated resolution of the dispute in good faith. The Notice of Mediation shall be clearly marked as such and contain all information necessary to pursue resolution of the dispute. The originator of the Notice of Mediation shall arrange to have the Notice delivered within 24 hours of issuance.

2. Within 5 days of issuance of the Notice, the designated representative of the Parties shall agree upon an independent mediator. Said mediator shall be an individual who, unless the Parties otherwise mutually agree, has never been employed, directly or indirectly (e.g., an independent contractor or agent) by either of the Parties or their affiliates (except as a mediator). If the Parties cannot agree upon a mediator, then within the same 5 day period, each shall appoint an independent representative, one who has never been employed, directly or indirectly, by either of the Parties or their affiliates, and these two independent representatives, within 5 days of their appointment, shall appoint the mediator.
3. The mediator shall set the time for a meeting to be held with the designated representative of each company. The designated representative shall be a person empowered to resolve the dispute on behalf of his/her Company at the meeting and may be accompanied by a legal representative. A meeting shall take place within 30 days of the date of the appointment of the mediator and shall be held in a location agreed to by the Parties and the mediator. The mediator shall control the procedural aspects of the mediation, including the time and place of each session, the agenda for each meeting between the mediator and a Party or a joint meeting with both Parties. At any time following the initial joint meeting, either Party may withdraw from the mediation by written notice to the mediator and the other Party.
4. The mediator shall attempt to mediate the dispute and bring the Parties to a resolution of the issue. Failing this, the mediator, at the conclusion of the mediation process shall provide to the Parties within ten days his/her opinion of the appropriate resolution of the dispute. This opinion is not binding on either Party and may not be used by either Party in any future proceeding. The mediation process shall be treated as a compromise negotiation for purposes of the Federal Rules of Evidence and State Rules of Evidence. The mediator shall be disqualified as a witness, consultant or expert in any pending or future action relating to the subject matter of the mediation, including those between entities not Party to the mediation.
5. Within 14 days of receipt of the mediator's opinion, each Party's designated representatives shall meet one final time to resolve the dispute. If they are unable to resolve the dispute, both Parties are free to pursue their legal remedies.
6. The entire mediation process is confidential. The Parties and the Mediator shall not disclose to third Parties (i) Information disclosed by either Party during the mediation process, or (ii) information regarding the mediation process itself, including any settlement terms.

7. Costs of mediation shall be borne equally by the Parties, except that each Party shall be responsible for its own expenses. The mediator's compensation rate will be determined at or before his/her appointment. At the time of the mediator's appointment, the mediator shall be required to execute an agreement in a form mutually agreeable to the Parties.
- D. Company shall continue providing services to Carrier during the pendency of any dispute resolution procedure, and Carrier shall continue to perform its obligations (including making payments) in accordance with this Agreement.

XXII. GOVERNING LAW

The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State where the interconnection service is provided.

XXIII. COMPLIANCE WITH LAWS

Both Parties agree to comply with all applicable federal, state, and local laws, including, but not limited to the Communications Act of 1934 as amended.

XXIV. NOTICE

All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by hand on the date delivered; (ii) by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted; (iii) by facsimile transmission, on the date received in legible form (it being agreed that the burden of proof of receipt is on the sender and will not be met by a transmission report generated by the senders facsimile machine, or if sent by electronic messaging system, on the date that electronic message is received. Notices shall be given as follows:

If to Company:

If to Carrier:

Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above.

XXV. MISCELLANEOUS

- A. The Parties agree to use their respective diligent and good faith efforts to fulfill all of their obligations under this agreement. The Parties recognize, however, that to effectuate

all the purposes of the Agreement, it may be necessary either to enter into future agreements or to modify the Agreement, or both. In such event, the Parties agree to cooperate with each other in good faith.

- B. This Agreement may be modified by a written instrument only, executed by each Party hereto. However, adoption by Carrier of prices, terms and conditioning under its MFN right require only notice by Carrier to Company. Waiver of any of the obligations to be performed by the other or the breach thereof shall not be construed to be a waiver of any succeeding breach of performance obligation.
- C. The headings in this Agreement are inserted for convenience and identification only and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.
- D. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.
- E. The Parties agree that this Agreement is for the sole benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any customer of either Party, and there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.

XXVI. LIMITATION OF LIABILITY

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, provided that the foregoing shall not limit a party's obligation under XXVII A. to indemnify, defend, and hold the other party harmless against amounts payable to third parties.

Notwithstanding the foregoing, in no event shall Company's liability to Carrier 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.

XXVII. INDEMNIFICATION

- A. Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a

third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. In the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. The indemnifying Party under this Section agrees to defend any suit brought against the other Party-either individually or jointly with the indemnifying Party-for any such loss, injury, liability, claim or demand. 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. 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 or 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 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.

- B. Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of its end-users for nonpayment.
- C. When the lines or services of other companies and Carriers 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.
- D. In addition to its indemnity obligations hereunder, each Party shall provide, in its tariffs and contracts with its customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) 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 Customer for the service(s) or function(s) that gave rise to such loss, and (ii) consequential damages (as defined in XXVI above).

XXVIII. ASSIGNMENT

- A. 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 Carrier or Company 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.

- B. Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, 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. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

XXIX. SURVIVORSHIP

Sections IX, XXVI, and XXVII shall survive termination or expiration of this Agreement.

XXX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, and proposals with respect to the subject matter hereof.

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

COMPANY

CARRIER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PCDOCS #: 11489

EXHIBIT "3"
SPRINT TERM SHEET MATRIX

EXHIBIT

3

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
I.A.	<p>GENERAL</p> <p>A master services agreement must be developed providing for all interconnection and electronic bonding. New contracts shall not be required as additional Points Of Interconnection ("POIs") are established, additional collocation arrangements are created, or additional electronic systems pass data to one another. Rather, schedules to the master services agreement detailing the inventory of POIs and other items subject to the master services agreement shall be updated.</p>	A	
I.B.*	<p>As required by the FCC's Order in Docket No. 96-98 ("the 96-98 Order"), any price, term and/or condition offered to any carrier by ILEC shall be made available to Sprint Communications Company ("Sprint") on a most favored nation's ("MFN") basis and ILEC shall immediately notify Sprint of the existence of such better prices and/or terms and make the same available to Sprint effective on the date the better price and/or term became available to the other carrier. The MFN shall apply to any unbundled element or service (e.g. directory assistance, basic residential service, intraLATA toll, Centrex, call waiting). Exceptions to the general availability of MFN should be very limited and include only volume discounts that reflect only cost savings, term discounts, significant differences in operations support (e.g. unbundled loops with maintenance as compared to unbundled loops without maintenance or unbundled loops conditioned for data as compared to voice grade loops), and technical feasibility (e.g. local switching must be purchased to receive vertical features supported by the switch). If a state commission issues an Order setting price for all carriers, then this Agreement shall reflect this price as long as that is the only price offered by ILEC. If geographic zones are not uniform as applied to all carriers, Sprint may choose the lowest price available from the ILEC for the each specific area being served by Sprint.</p>	D	<p>BST feels MFN has the presumption that certain terms within the agreement are not severable if they were agreed upon together and not as separate items.</p> <p>For example: Individual items under Resale are not severable.</p>
I.C.	<p>As required by the 96-98 Order, ILEC must geographically deaverage its cost-based unbundled elements. However, geographic deaveraging must be accomplished in a manner such as Zone Density by office and not on specific routes or capacity dedicated to individual carriers. Deaveraging should reflect cost differences due to transmission facility size on ILEC facilities and on such facilities the price to each interconnecting carrier shall be equal per unit of traffic thus sharing the economies of scale equally with each interconnecting carrier. (e.g., a LEC could establish loop prices reflecting underlying cost differences, but the price per loop to a customer location should not vary by volume purchased by an individual carrier.)</p>	A	<p>Parties agree to deaveraged pricing of unbundled elements as required by the appropriate regulatory authorities in their final order.</p>

LEGEND

A = Agree
D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
I.D.	ILEC will not charge Sprint any non-recurring charges incurred as a result of ILEC implementing network redesigns/reconfigurations or electronic system redesigns/reconfigurations initiated by the ILEC to its own network or systems <u>for its own purposes</u> . However, any redesign or reconfiguration expenses required by a regulatory body where the regulatory body establishes a cost-sharing arrangement may be billed on an appropriate non-discriminatory basis to Sprint.	A	BST does not intend to charge for network changes or electronic system changes that are for its own purpose.
I.E.	ILEC shall not discriminate against Sprint or Sprint customers and <u>will provide the same service to Sprint that it provides to its end users or other carriers</u> , and Sprint customers in all regards to (by way of example and not limited to) ordering, provisioning, maintenance, call completion, pricing, numbering, restoration, directory listing, data protection, service availability, signaling, and interconnection.	A	BST will provide the same service to Sprint that it provides to its end users.
I.F.	ILEC shall protect Sprint CPNI and the CPNI of Sprint customers, including non-pub/non-list information, and shall not use this information for its own or other marketing purposes. ILEC shall not seek releases from Sprint customers for use of Sprint CPNI, as compared to customer CPNI which is subject to customer authorized release, (e.g.i.e. Sprint interexchange billings performed by ILEC on behalf of Sprint).	A	"ILEC and Sprint agree to protect one another's CPNI and customer's CPNI. Nor shall this information be used for its own or other marketing purposes. Neither party shall seek release of Sprint or BST CPNI from the customers of the other, as compared to customer CPNI which is subject to customer authorized release."
I.G.	ILEC and Sprint shall negotiate implementation time frames for and work cooperatively to provide all requirements where current system capabilities are limited and/or additional development or hardware deployment is required before the requirement may be met.	A	
II.A.	INTERCONNECTION GENERAL REQUIREMENTS The ILEC shall interconnect its facilities with those of Sprint upon bona fide request at any technically feasible points within the ILEC's network that Sprint desires at rates, terms and prices that are just, reasonable and non-discriminatory, via physical or virtual collocation when requested, in a timely manner, and in a manner that provides Sprint with at least interconnection quality equal to that which the ILEC provides to itself, its affiliate or third parties.	A	"BST shall, upon request of Sprint, and to the extent technically feasible, provide to Sprint interconnection to its network elements or access to its network elements for the provisioning of any Sprint Telecommunications Service. Any request by Sprint for access to the BST network at any particular point or to a BST network element that is not already available shall be treated as a network element bona fide request. Sprint agrees to pay reasonable and appropriate costs to evaluate the technical feasibility and quotation of costs should Sprint fail to implement the request.
II.B.1.a.*	POINT OF INTERCONNECTION Sprint may designate at least one POI on the ILEC's network within an ILEC calling area for the purpose of routing local traffic.	D	BellSouth requires CLECs to interconnect at each tandem. Each of the access tandems has a finite set of end offices that home on that tandem

LEGEND

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D = Disagree
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Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
			per the Local Exchange Routing Guide (LERG). In order for an interconnector to terminate traffic to one of those end offices, the traffic must be delivered to that access tandem.
II.B.1.b.	Interexchange traffic may be routed via one POI per LATA. Sprint has the responsibility for providing its own facilities (1) to route calls originating on its network and terminating on the ILEC's network to its POI, and (2) to route calls originating on the ILEC's network, but terminating on its network from that carrier's POI. Sprint need not interconnect at each tandem or end office to terminate calls to the entire local calling or toll call area of the ILEC.	A	
II.B.2.*	As required by the 96-98 Order, Sprint's POIs may be at any technically feasible point within the ILEC network, including, but not limited to: tandem switches, end office switches or other wire centers. Collocation is not a requirement for establishing a POI. POIs can be established via meetpoint, collocation or other mutually agreed to methods, subject only to the limitation of technical feasibility.	D	BST doesn't agree to utilize mid-span or mid-air meets. Points of interconnection and collocation must comport with minimum standards of technical feasibility definition regarding network reliability and security. Certain interconnection points, such as cross-boxes, could not be sufficiently reinforced to prevent intentional or unintentional damage by an ALEC's personnel or agents. Point of interconnection and collocation must compare with minimum standards of technical feasibility regarding network evolution. Such evolution would consider, for example, types and brands of equipment. Certain forms of interconnection, such as mid-span or mid-air meets could require the incumbent LEC to install and maintain a myriad of equipment configurations, brands and vintages which could be very costly and inefficient.
II.B.3.	ILEC and Sprint agree to install sufficient facilities to carry traffic (1) to route calls originating on their networks and terminating on Sprint's network to its POI, and (2) to route calls originating on Sprint's network, but terminating on its network from Sprint's POI, and will work cooperatively to ensure such.	A	
II.B.4.	ILEC shall be responsible for provisioning 50% of the interconnection facilities or to the ILEC wire center boundary, whichever is less. Sprint shall be responsible for provisioning 50% of the interconnection facilities or to the ILEC wire center boundary whichever is greater.	A	"ILEC and Sprint under joint agreement will provision interconnection facilities where needed. Parties agree to recover costs in a reasonable and appropriate manner."

LEGEND

A = Agree
D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
II.B.5.*	ILEC may not impose any restrictions on traffic types delivered to/from the POI(s) but may require the development and reporting of a jurisdictional usage factor indicating local, intrastate interexchange, and interstate interexchange usage along with reasonable audit rights or Sprint may report its actual usage. ILEC and Sprint shall each have reasonable audit rights.	D	BellSouth opposes passing wireless traffic through the same POI. Compensation arrangements are different for wireless traffic. Therefore, the traffic should be separated.
II.B.6.	Sprint may make any modifications or additions to its designated POIs in order to add capacity or establish new POIs. Such changes should not require a new contract, but should be covered by the master service agreement.	A	
II.B.7.	Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end-users or to route transit traffic to Sprint utilizing the tandem function of Sprint, (e.g., subtending ILECs, CMRS carriers and IXC's). Calls should be routed or terminated using the same network, ensuring the same quality of service, as Sprint provides its own end-users. Tandem and transport cost, if any, between tandem and end office shall be recovered from the originating carrier.	A	
II.C.1.	COLLOCATION When interconnection or access to unbundled elements is provided where collocation is utilized, Sprint must be allowed to lease transport from the collocation facility to any other point on ILEC network and to directly connect via ILEC facilities with other collocators.	A	
II.C.2.	Sprint collocation equipment must include any equipment used for interconnection or access to unbundled elements. FCC Rules 51.323.	A	
II.C.3.	The ILEC should generally meet a minimum 90-day interval for establishing new collocation arrangements. A full explanation of required delays past 90-days for installation of new collocation arrangements must be provided by ILEC.	A	"Interval will be jointly negotiated on a sight-by-sight basis due to the inconsistencies and the required site preparation with a target of 90 days to establish new collocation arrangement."
II.C.4	COMPENSATION. The cost of providing collocation shall be at TELRIC plus a forward-looking allocation of reasonable joint and common costs, but in the absence of a cost study the interim price shall be set, subject to that under investigation in CC Docket 91-141 Expanded Interconnection.	A	"The rate for collocation shall be consistent with CC Docket 91-141 or as ordered by the appropriate regulatory body or as mutually agreed to by parties."
II.D.1.*	TRUNKING Trunking should be available to any switching center designated by either carrier including end offices, local tandems, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. Two-way trunking should be used where technically feasible.	D	BellSouth does not agree to the use of two-way trunks for exchange of local and intraLATA traffic. The one-way trunk groups established for the mutual exchange of local and intraLATA traffic are required to distinctly and accurately record and bill the access and terminating usage. In order to maintain flexibility for various compensation and billing exchange arrangements, it is

LEGEND

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D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
			imperative that these recordings be available. There are also cost considerations and potential administrative difficulties associated with two-way trunks. Two-way shared arrangements are much more labor-intensive and costly to maintain than one-way trunking arrangements. BellSouth does not have a problem with interLATA toll. It may be possible to move to two-way in the future with language in the contract to that effect if required by regulatory authorities.
II.D.2.*	Local, intraLATA toll, interLATA access and other traffic should not be required to be separated across trunk groups without good technical reason. ILEC should accept percentage of use factors or Sprint traffic measurements of traffic delivered to ILEC. Sprint should accept ILEC percentage of use factors or ILEC traffic measurements of traffic delivered to Sprint. Reasonable audit rights shall be granted each party.	D	BellSouth does not agree to combine local, intraLATA toll, interLATA access and other traffic on the same trunk groups.
II.D.3.	Sprint should offer B8ZS Extended Super Frame ("ESF") facilities, where technically feasible, to each other, and make these facilities available to allow for transmission of voice and data traffic.	A	
II.D.4.	Interconnection should be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.	A	
II.E.1.	TRAFFIC TYPES ILECs should provide the necessary facilities and equipment to allow for the exchange of Local Exchange, Exchange Access, Transit functions (the ILEC must provide intermediary tandem switching and transport services for Sprint's connection of its end-user to a local end-user of the ILEC served by a distant local switch, other CLECs, ITCs, CMRS providers and IXC), and Other Services (the ILEC must provide connection and call routing for 911, directory assistance, and operator assistance services) between the ILEC and Sprint.	A	
II.F.1.	SIGNALING Where available, the ILEC shall provide and implement all defined and supported Sprint Signaling System 7 ("SS7") mandatory parameters as well as procedures that are defined in the ANSI standards. When available for its own use, the ILEC shall also provide all defined and supported optional parameters.	A	BST will provide/support all BellCore defined standards, not ANSI.
II.F.2.	Sprint shall have the option for Multi-frequency ("MF") signaling, but only when either party does not have the technical capacity to provide SS7 facilities.	A	
II.F.3.*	To the extent available in its network, the ILEC shall	D	CIP is a chargeable feature per

LEGEND

A = Agree

D = Disagree

S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	provide CIP (CIC within the SS7 call set-up signaling protocol). Sprint presumes there is no incremental recurring cost associated with this request and believes no charge is appropriate. If, after performing a TELRIC study, incremental costs are identified, Sprint will pay those costs for delivery of this information to Sprint. If chargeable, Sprint will likewise perform a cost study to identify this cost when it provides this information to ILEC and shall charge ILEC in a similar manner. At the option of Sprint, the ILEC must provide SS7 functionality via GR-394 SS7 format and/or GR-317 SS7 format.		BellSouth's interstate tariff. The rate is \$0.28 per trunk per month. This rate is not based on the TELRIC methodology.
II.F.4.	The ILEC must support inter-company 64 KBPS clear channel.	A	
II.F.5.	Sprint will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7 - based features between their representative networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end-users.	A	
II.F.6.	Inter-network connection and protocol must be based on industry standards developed through a competitively neutral process, consistent with Section 256 of the Federal Telecommunications Act of 1996, open to all companies for participation. All carriers must adhere to the standard.	A	
II.F.7.	The standards and ILEC-developed requirements/specifications for the ILEC network-user interface must be compatible with the network-network interface utilized between the ILEC and Sprint. Specifically, the ILEC should not develop products and services with proprietary network interfaces that inhibit or restrict the ability of Sprint to utilize the product or service in the provisioning of Sprints' services.	A	
III.A.1.	BUSINESS PROCESS ORDER PROCESSING The ILEC and Sprint will work cooperatively to provide or establish the following: The ILECs should establish dedicated CLEC ordering centers.	A	BST will have a center dedicated to processing CLEC orders. It will not be dedicated to Sprint.
III.A.2.	Industry standardized electronic interfaces for the exchange of ordering information must be adopted and made available using industry standard order formats and methods that are developed, (e.g. EDI). Electronic Data Interfaces ("EDI") should be established to provide access to the ILEC order processing database. Prior to industry standards being established, ILEC shall develop interim electronic interface arrangements with their systems.	A	BST is working on EDI for ordering of resale. BST agrees to order communication and mechanized order generation. Dates identified in GPSC order.
III.A.3.	The ILEC is responsible for ordering facilities to terminate traffic to Sprint.	A	"Parties will agree to provision appropriate quantities of facilities so as not to impede traffic flows."

LEGEND

A = Agree
D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
III.A.4.	When two-way trunking is employed, the parties will select a mutually agreeable automated ordering process.	A	
III.A.5.	Appropriate ordering/provisioning codes should be established for each identified service and unbundled combination.	D	BST will not use USOCs on LSR, but intends to comply with any industry standard that may be developed.
III.A.6.	When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional without any unnecessary interruption in service.	A	
III.A.7.	When Sprint purchases switching capabilities from ILEC, until such time as numbering is administered by a third party, Sprint requires the ability to obtain telephone numbers on-line from the ILEC, and to assign these numbers with the Sprint customer on-line. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the ILEC. Until such time as electronic access to numbering resources is available, ILEC shall pre-assign blocks of numbers in sufficient quantity to meet the needs of Sprint.	A	Groups of numbers (rolling block of 100) can be reserved by office. BST does actual line assignment in switch. Vanity numbers can not be reserved, they come from BST Local Carrier Svc Ctr (LCSC).
III.A.8.	When purchasing switching capabilities, Sprint requires the ability to order all features on that switch (e.g., calling block of 900, 976, or 976-like calls by line or trunk on an individual case basis) and ILEC shall provide high usage reports to Sprint as needed, so that Sprint may provide any regulatory-required or currently available to ILEC high usage reports to its end-users. Examples of high usage reports include those used with toll-cap service and fraud detection where customer service is suspended when usage reaches a certain level.	A	"When purchasing switching capabilities, Sprint requires the ability to order all features on that switch, e.g., calling block of 900, 976, or 976-like calls by line or trunk on an individual case basis. ILEC will make available to Sprint, if available and/or required end-user high usage reports so that Sprint may provide any regulatory-required end-user high usage reports. Examples of high usage reports include those used with toll-cap service and fraud detection where customer service is suspended when usage reaches a certain level."
III.A.9.	Sprint and the ILEC will adopt an industry standard service order/disconnect order format.	A	Use LSR until industry standard available.
III.A.10.*	When necessary and available, Sprint requires the "real time" ability to schedule installation appointments with the customer on-line and access to the ILEC's schedule availability.	S	BellSouth is developing an electronic interface that is scheduled to be available the first or second quarter of 1997. BellSouth intends to provide Sprint's customers the same average intervals as BellSouth provides it's own customers.
III.A.11.*	ILEC should provide "real-time" response for: firm order confirmation, due date availability/scheduling, dispatch required or not, identity of line option availability by LSO (such as Digital Copper, Copper Analog, ISDN, etc.), order completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardy against the due date, missed appointments, additional order charges (construction charges), order status, validation of street	S	BellSouth intends to have an interactive electronic interface available the first or second quarter of 1997. Access will be via dial-up, LAN-to-LAN, or through the Internet. It is not possible to determine if this interface will meet the criteria "parity" standard. BellSouth has indicated that it cannot agree to real time order

LEGEND

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D = Disagree

S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the ILEC for all Sprint local customers. This applies to all types of service orders and all elements.		response to rejections/errors, jeopardy on due date, missed appointment or additional order charges.
III.A.12.*	At all times, the ILEC will direct customer to Sprint for inquiries or actions concerning their Sprint service. ILEC should either migrate from N11 dialing to its business office and repair centers to seven digit numbers or 800 numbers so that Sprint customers have dialing parity to similar centers or ILEC should make N11 dialing available so that Sprint customers are directed to Sprint.	D	BellSouth uses 611 for repair and feels it is not practical to modify the current process to accommodate Sprint. If a Sprint customer calls BellSouth, BellSouth will direct them to Sprint.
III.B.1.	PROVISIONING & INSTALLATION The ILEC will provide all test and turn-up procedures in support of the unbundled elements/combinations/services ordered by Sprint.	A	
III.B.2.*	Within 48 hours of any disconnect, the ILEC will notify Sprint of the disconnect of any Sprint unbundled element/combination/service.	D	BellSouth will use a mechanized letter to notify Sprint of disconnects. Demonstrated success is required to determine if this process will meet Sprint's expectations. BST to provide intervals for different disconnect reasons.
III.B.3.	All notices, invoices, and documentation provided on behalf of Sprint to the customer at the customer's premises by the ILEC's field personnel shall either be branded Sprint or non-branded. ILEC shall not market its services during such calls thereby misusing CPNI from Sprint. Sprint will provide or pay for notices used in its behalf.	A	Generic card will be used at no charge to Sprint. BST does not want to use a Sprint card due to administrative and operational challenges. Technicians and trucks will be clearly labeled BellSouth. BST agrees that technicians will not use contact as a sales/marketing effort.
III.B.4.	ILEC shall provide the ability for Sprint to mechanize test or will test all elements/combinations.	Open	Sprint initiated mechanized line testing is not provided. A trouble report initiates the test. Sprint will have access to the results of the test through the electronic interface being proposed by BellSouth. In addition, "other" status information is available and Sprint will be able to request line tests. It is not possible to determine if this meets Sprint's requirement until acceptable response times are demonstrated. Pre-screen scripts for troubleshooting being developed.
III.B.5.	ILEC will provide a system to mark Sprint emergency and trunking circuits and elements.	A	Marked in database
III.C.1.	TROUBLE RESOLUTION, MAINTENANCE, CUSTOMER CARE	A	Same center as BST end users

LEGEND

A = Agree
D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	ILEC must work toward dedicated service centers available 7 days a week, 24 hours a day, and in the interim must handle Sprint calls as well as other customer calls in a non-discriminatory manner.		
III.C.2.*	ILEC and Sprint shall develop a process for the management of misdirected service calls, to be used to refer/transfer calls from customers to Sprint for action. N11 dialing to ILEC repair centers should be discontinued, or N11 call routing to the appropriate carrier should be available.	D	BellSouth will provide an explanation of their process for handling these calls.
III.C.3.a.*	Sprint must have read and write access to the ILEC's maintenance and trouble report systems including the following systems and/or functionality: Trouble reporting/dispatch capability - access must be real time	Open	Interactive interfaces are under development and will be available during the first quarter of 1997. It is not possible to determine if these interfaces will meet Sprint's requirements until they are operational and fully tested. Action: 9/12 call, BST to provide a more complete description of the processes used for maintenance situations.
III.C.3.b.*	Repair status/confirmations; maintenance/trouble report systems	Open	Interactive interfaces are under development and will be available during the first quarter of 1997. It is not possible to determine if these interfaces will meet Sprint's requirements until they are operational and fully tested.
III.C.3.c.	Planned/unplanned outage reports	A	
III.C.3.d.*	Mechanized line testing	Open	Interactive interfaces are under development and will be available during the first quarter of 1997. It is not possible to determine if these interfaces will meet Sprint's requirements until they are operational and fully tested. BST will not enable Sprint to conduct MLT. Tests initiated based on trouble report coding. See III.B.4 regarding MLT verification codes.
III.C.4.	Each carrier has the duty to alert the other(s) to any network events that can result or have resulted in service interruption, blocked calls, changes in network performance, on a real time basis.	A	Agree in principal. Should identify specific events in SLA.
III.C.5.	ILEC and Sprint shall develop an escalation process to assist in problem resolution.	A	
III.C.6.	Each carrier must work cooperatively to plan and implement coordinated repair procedures for local interconnection trunks and facilities to ensure trouble	A	

LEGEND

A = Agree
D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	reports are resolved in a timely and appropriate manner.		
III.C.7.	Cooperative practices and processes for law enforcement and annoyance call handling must be specified. Sprint should not be charged for compliance with court ordered trap and trace, subpoenas and court ordered wire tap orders on ILEC resold lines.	A	Operational detail to be worked out between parties.
III.C.8.	The ILEC shall provide progress status reports so that Sprint will be able to provide end-user customers with information and an Estimated Time To Repair ("ETTR"). The ILEC will close all trouble reports with Sprint. Sprint will close all trouble reports with the end-user.	A	BST has procedures in place and training completed.
III.C.9.	A non-branded, customer-not-at-home card shall be left at the customers premises when a Sprint customer is not at home for an appointment. Sprint will provide or pay for cards used in its behalf.	A	
III.C.10.	The ILEC will ensure that all applicable alarm systems that support Sprint customers are operational and the support databases are accurate so that equipment that is in alarm will be properly identified. The ILEC will respond to Sprint customer alarms consistent with how and when they respond to alarms for their own customers.	A	Generic cards provided at no charge to Sprint.
III.C.11.	Sprint shall receive prior notification of any scheduled maintenance activity performed by the local supplier that may be service affecting to Sprint local customers (e.g., cable throws, power tests, etc.).	A	
III.D.1.	BILLING ILEC and Sprint agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles.	A	
III.D.2.*	Meet point billing arrangements should be made available to Sprint as a CLEC on the same terms and conditions as made available to other independent LECs engaged in meet point billing arrangements with the ILEC.	D	BellSouth doesn't want to provide meet point arrangements for CLECs. BellSouth is planning to treat CLECs and connecting companies the same and will re-negotiate connecting company agreements.
III.D.3.	There should be no discrete development charges imposed on Sprint for the establishment of meet point billing arrangements.	A	
III.D.4.	Sprint and the ILEC should implement industry standard CARE records for correct provisioning and billing to IXCs.	A	Initial change on service order subsequent PIC changes via CARE
III.D.5.	Where the ILEC provides transit functions, the ILEC will prepare and transmit Inward Terminating call records for the appropriate IXC to Sprint.	A	
III.D.6.	The ILEC and Sprint will exchange the appropriate records to bill access charges to the IXC.	A	
III.D.7.	The ILEC must agree to capture inward terminating call records and send them to Sprint in an agreed upon	A	

LEGEND

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D = Disagree

S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	industry standard format (e.g., EMR).		
III.D.8.*	Sprint and ILEC agree to capture EMR records for inward terminating and outward originating calls and send them to ILEC or Sprint, as appropriate, in daily files via an agreed upon media (e.g., Network data movers ("NDM")), at no additional charge.	D	BellSouth will provide usage data for billable calls, but not call attempts for resale or unbundled. BellSouth does record some call attempts for access billing purposes. These are not sent to CRIS, the billing system for resale call detail records. BellSouth does not want to provide anything other than billable records contained in CRIS because it would be burdensome. In addition, daily usage detail is an optional service with a charge of \$0.005 per message. It's assumed this charge is not based on TELRIC.
III.D.9.	ILEC must agree to exchange test files to support implementation of meet point billing prior to live bill production.	A	
III.D.10.	When Sprint owns the end-office, the ILEC will not bill a RIC to Sprint, the IXC, or a Sprint end-user for access minutes crossing the facilities of both the ILEC and Sprint.	A	
III.D.11.	To the extent that Sprint is liable to any toll provider for fraud and to the extent that Sprint could not have reasonably prevented such fraud, the ILEC must indemnify Sprint for any fraud due to compromise of ILEC's network that could have been reasonably prevented by ILEC action (e.g., Clip-on, missing information digits, missing toll restriction, etc.).	A	BST will only be responsible for their own negligence.
III.E.1.	QUALITY OF SERVICE ILEC shall work cooperatively to provide Sprint provisioning, repair and maintenance support 7-days a week, 24 hours a day.	A	
III.E.2.	ILEC shall provide Sprint with at least the same intervals and level of service provided by the ILEC to itself or another party at any given time to ensure parity in treatment.	A	Replace "at any given time" with "on an ongoing basis."
III.E.3.	ILEC shall provide Sprint services on resale lines and on unbundled facilities in a manner that is timely, consistent and at parity with service provided to ILEC end-users and/or other carriers.	A	
III.E.4.	Interconnection quality of service should be no less than that provided by the ILEC for its own services.	A	
III.E.5.	ILEC must agree to specified design objectives on local interconnection facilities. Sprint's standard is P.01 in the busy day busy hour.	A	BST uses "time consistent busy hour" measure.
III.E.6.	Sprint and ILEC must agree on a process for circuit and unbundled element provision and restoration whereby certain identified Sprint circuits will be afforded emergency treatment. General trunking and interconnection should take priority over any other non-	A	Add "consistent with TSR and BST essential line procedure" and "Interconnection facilities shall be given same restoration priority as access services."

LEGEND

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D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	emergency ILEC network requirement.		
III.E.7.	ILEC should adhere to competitive intervals for installation of POIs. The objective in no case should be longer than 30 calendar days, absent extenuating circumstances.	A	"Installation intervals will be negotiated by the Sprint and BST account team with a target of 30 calendar days."
III.E.8.	Sprint and ILEC must agree to a process to expedite network augmentations and other orders.	A	
III.E.9.*	Sprint and ILEC must agree upon a mechanism whereby ILEC will improve performance when it is in breach of commission imposed or agreed upon quality-of-service standards. ILEC shall indemnify Sprint for any forfeitures or civil penalties or other regulator-imposed fines caused by ILEC failure to meet commission imposed service standards or agreed to service standards.	D	BellSouth would like to see indemnity language in the general portion of the contract.
III.E.10.*	Sprint must be at parity with the ILEC (or its affiliates or third parties) in provision of unbundled elements. This must at a minimum include: <ul style="list-style-type: none"> a. Switch features at parity b. Treatment during overflow/congestion conditions at parity c. Equipment/interface protection at parity d. Power redundancy at parity e. Sufficient spare facilities to ensure provisioning, repair, performance, and availability at parity f. Standard interfaces g. Real time access to integrated test functionality 	Open	It can't be determined if real time access to integrated test functionality is available until it is demonstrated. BellSouth has suggested "at parity" be removed from each item and change item a. to read "features, capabilities and/or functionality."
III.E.11.	Sprint and ILEC will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a specific quality of service is maintained.	D	BST will not agree to include quality measures in agreement and will only agree to utilize measures required by PSC.
III.F.1.	INFORMATION Completion confirmation must be provided to ensure that all necessary translation work is completed on newly installed facilities or augments.	Open	Bundled trunks are confirmed. Unbundled trunks or ports and resale is not confirmed. Confirmation not confirmed on translations nor is it confirmed on resale (switched in-place) unless it is dispatched.
III.F.2.	ILEC and Sprint will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.	A	
III.F.3.*	ILEC must provide and update an electronic copy of their switch Network ID Database including a complete list of features/functions by switch, NPA/NXXs, rate centers, etc.	S	BellSouth will provide an electronic interface to its PSIMS database first quarter of 1997. This interface is to provide the information requested by Sprint. The exception is the availability of rate center information. This interface is to be available end of first quarter 1997. Complete agreement can not be reached until the actual functionality is demonstrated.

LEGEND

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S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
III.F.4.*	The ILEC must provide a list/description of all services and features with availability down to street address detail, including: Type of Class 5 Switch by CLLI, line features availability by LSO, and service and capacity availability by LSO. Sprint further requires a complete layout of the data elements that will be required to provision all such services and features.	D	BellSouth will provide an electronic interface to its PSIMS database first quarter of 1997. Feature availability at street address level is not possible through a mechanized process.
III.F.5.	The ILEC must provide detailed description of the criteria and process used for handling facility and power outages on an agreed upon severity and priority basis.	A	see III.E.6 BST will not discriminate in getting Sprint customers or End Office back in service and will do so in proper priority.
III.F.6.	The ILEC must provide an initial electronic copy of the Service Address Guide ("SAG"), or its equivalent, on a going forward basis. Updates are expected as changes are made to the SAG.	A	Available from Regional Street Address Guide (RSAG) BST will not provide a hard copy
III.F.7.*	Parity with the ILEC regarding knowledge of any engineering changes associated with the incumbent's network elements and deployment of new technologies is required. Sprint shall receive notice of the availability of new features (e.g. both ILEC and Sprint should be notified that a given ILEC switch is now capable of offering a given feature or service or that a hybrid fiber/coaxial network is replacing copper loops in a given area) at the same time so that ILEC and Sprint marketing personnel have parity in network information availability.	D	BellSouth is concerned about modifying or developing a process to notify Sprint of changes in the same time frame as BellSouth notifies it's internal recipients. BellSouth has proposed two potential modifications to the current term sheet language. The first would in effect only require BellSouth to notify Sprint of changes affecting Sprint's network. The second would be to eliminate the issue of parity between notification of Sprint and BellSouth marketing personnel of network information availability. Neither proposal is acceptable to Sprint.
III.F.8.	ILEC shall provide Sprint with a list of emergency numbers (e.g. same digit PSAP numbers, police, fire, etc.).	A	BST will provide initial paper copy of emergency numbers. Operator service provider will provide on an ongoing basis.
IV.A.1.*	ACCESS TO NETWORK ELEMENTS INITIAL UNBUNDLED ELEMENTS Sprint expects that the unbundled elements initially available will conform to the minimum standards contained in FCC Rule 51.305 and subject to the provisions of CC Docket No. 96-98 First Report and Order ("First R&O") released August 8, 1996. LOCAL LOOPS including two-wire and four-wire analog and digital loops and cross-connects to either other unbundled elements or Sprint facilities.	Open	BellSouth has offered unbundled elements that are consistent with those BellSouth has agreed to with other parties. Although extensive, the elements are not consistent with the FCC order. Furthermore, without being provided the methodology and cost studies as to how the rates were developed, Sprint must disagree in principle to BellSouth's proposal.
IV.A.2.*	NETWORK INTERFACE DEVICE.	Open	see IV.A.1
IV.A.3.*	LOCAL SWITCHING including all features and functions as described in the First R&O at ¶¶ 412 & 418. a. Line-side switching includes connection to an MDF where cross-connect to a loop may be	Open	see IV.A.1

LEGEND

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D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	<p>obtained and a switch card with connection to the card.</p> <p>b. Trunk-side switching includes connection to trunk cross-connect and trunk card with features and functions.</p>		
IV.A.4.*	TANDEM SWITCHING including all features and functions (e.g. recording and customized routing including those features and functions identified in the First R&O).	Open	see IV.A.1
IV.A.5.*	<p>INTEROFFICE TRANSMISSION FACILITIES, both dedicated and shared between, ILEC offices and the offices of others.</p> <p>a. DS1, DS3 and Optical capabilities shall be provided where available.</p> <p>b. Digital Cross-Connect usage in the same manner such as is provided to IXC's.</p>	Open	see IV.A.1
IV.A.6*	<p>SIGNALING AND CALL-RELATED DATABASES.</p> <p>a. SS7 signaling links and STP access must be provided.</p> <p>b. SS7 functionality for signaling within the ILEC network and to any network with which the ILEC is connected must be provided.</p> <p>c. All call-related databases must be unbundled and available for query by Sprint including LIDB, Toll Free Calling and Number Portability through physical access at the ILEC STP related to the database.</p> <p>d. All AIN databases must be unbundled and available for access by Sprint through either purchase of the ILEC local switching element or through SS7 connection with the switch of Sprint.</p> <p>e. All Service Management Systems should be available to Sprint so that Sprint may create, modify and update information in call-related databases in the same manner as ILEC.</p>	Open	see IV.A.1
IV.A.7.*	OPERATOR SERVICES shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Custom routing shall be provided when technically feasible. Sprint rates shall be quoted when technically feasible.	Open	see IV.A.1
IV.A.8.*	DIRECTORY ASSISTANCE shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Sprint data shall be included in the ILEC database. The ILEC database shall be available to Sprint. Custom routing shall be provided when technically feasible.	Open	see IV.A.1
IV.A.9.*	OPERATIONS SUPPORT SYSTEMS including all systems used in pre-ordering, ordering, provisioning, maintenance and repair, billing, telephone number	Open	see IV.A.1

LEGEND

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D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	assignment, service interval information, and maintenance history, including any gateway system, shall be available on an unbundled basis by January 1, 1997.		
IV.B.*	COMPENSATION All unbundled network elements including their functionality shall be priced at TELRIC plus reasonable allocation of forward-looking joint and common costs as outlined in FCC Rule 51.505.	D	BellSouth has offered rates consistent with what they've offered other parties. Sprint does not feel these rates are consistent with the TELRIC methodology.
V.A.1.*	ACCESS TO POLES, DUCTS, CONDUITS, RIGHT-OF-WAY ACCESS Where facilities are available, ILEC must provide any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, by way of example and not limitation, any pole, pole attachment, duct, conduit, and ROW on terms and conditions equal to that obtained by the ILEC. Other users of these facilities cannot interfere with the availability or use of these facilities by Sprint.	D	BellSouth will only agree if requested pole, pole attachment, duct, conduit, and right-of-way are not required in its five (5) year forecast. This is inconsistent with the Act. Therefore, Sprint can not agree.
V.A.2.	ILEC shall allow Sprint the same access to the network interface device as it allows to end-users.	Open	
V.A.3.*	Any ILEC having poles and/or ducts on, over or under public or private property, to the extent allowed by law, must permit the use of such facilities by any other telecommunications carrier on an equal and non-discriminatory basis.	D	BellSouth will only agree if requested facilities are not in its five (5) year forecast.
V.A.4.	Any authorization to attach to poles, over/under requirements, or modifications to the conduit system or other pathways to allow access to and egress from the system shall not be unreasonably restricted, withheld, or delayed.	Open	"Upon permit approval by BellSouth, Sprint may, at its option, make pole attachments or conduit modifications, and use Sprint or Sprint designated personnel to make attachments or modifications to BellSouth poles or conduit; over/under will only be permitted to Sprint owned facilities. Conduit system modifications are only permitted at manhole wall locations. Permit approval, for attachments or modifications, will be completed within a reasonable time frame."
V.A.5.	ILEC should agree to take no action to intervene against, or attempt to delay, the granting of permits to Sprint for use of public ROWs or public access with property owners.	A	BellSouth will not interfere with Sprint's use of public ROW. Where BellSouth currently has been granted use of such ROW, such access shall not include mandatory conveyance of interests in real estate involving third parties. BellSouth shall not prevent or delay any third party grant of an easement or similar interest to Sprint provided such grant is without prejudice to the full exercise of rights previously

LEGEND

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Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
			conveyed to BellSouth and does not otherwise impair the provisioning of BellSouth's own services.
V.B.1.*	COMPENSATION Fees related to engineering surveys for potential right-of-way use shall be based, on TELRIC plus a reasonable allocation of joint and common costs be consistent with the provisions in the Act.	D	BellSouth believes Sprint should be responsible for any expense incurred by occupancy of Sprint without regard to TELRIC plus a reasonable allocation of joint and common costs.
V.C.1.	INFORMATION ILEC should provide routine notification of changes to poles, conduits, ROW, etc., related to Sprint's network utilizing these facilities.	A	BellSouth will cooperate with the intent of the Telecommunications Act of 1996.
V.C.2.	ILEC must provide access, as needed, to current pole-line prints, conduit prints, and make available maps of conduit and manhole locations, and allow manhole/conduit break-outs, and audits to confirm usability.	A	"BellSouth shall provide Sprint with structure occupancy information regarding conduits, poles, and other rights-of-way requested by Sprint within a reasonable time frame. BellSouth shall allow designated Sprint personnel, or agents acting on behalf of Sprint, to examine engineering records or drawings pertaining to such requests that BellSouth determines would be reasonably required to complete the job."
V.C.3.*	ILEC must provide information on the location of, and the availability to access conduit, poles, etc., to any telecommunications carrier requesting such information, within 10 working days after the request.	D	BellSouth suggests a twenty (20) day interval versus Sprint's ten (10) day. In addition, field surveys will be conducted at Sprint's expense without reference to TELRIC plus a reasonable allocation of joint and common costs to be consistent with the Act.
VI.A.1.	ACCESS TO 911, DA, OPERATOR SERVICES 911 GENERAL REQUIREMENTS. ILEC must provide interconnection to 911 selective routing switch to route calls from Sprint network to correct Public Safety Answering Point ("PSAP").	A	"ILEC must provide interconnection to appropriate 911 selective routing switch to route calls from Sprint network to correct Public Safety Answering Point (PSAP)."
VI.A.2.	ILEC will provide identification of default arrangements.	S	"CLEC will negotiate with customer (county) and provide to ILEC identification of any default arrangements."
VI.A.3.	ILEC will maintain and ultimately provide an automated interface to Automatic Location Identification ("ALI") database.	Open	BST has a mechanized update process. This is not on-line.
VI.A.4.	ILEC must identify any special routing arrangements to complete overflow.	Open	
VI.A.5.	Ultimately, ILEC must identify any requirements for emergency backup number in case of massive trunk failures.	Open	

LEGEND

A = Agree
D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
VI.A.6.	ILEC must provide sufficient planning information regarding anticipated move to the use of SS7 signaling within the next 12 months.	A	BST has no plans at this time, but will provide notification if they do.
VI.A.7.	ILEC must identify any special default ESN requirements.	Open	
VI.A.8.	ILEC must adopt NENA standards for street addressing and abbreviations.	A	BST does not comply with NENA std/guideline, but is similar.
VI.A.9.	ILEC must adopt use of a carrier code (NENA standard 5-character field) on all ALI records received from CLCs; carrier code will be useful when remote call forwarding is used as an interim "solution" to local number portability, and will be even more important when a true local number portability solution has been implemented.	A	BS supports the 5 character field.
VI.B.	QUALITY OF SERVICE ALI database must be updated with Sprint data in a time interval that is no longer than what is experienced by the ILEC customer's data.	A	BST completes updates in batch mode.
VI.C.1.	INFORMATION Where permitted by law, ILEC will make available to Sprint the mechanized Master Street Address Guide ("MSAG") and routine updates.	Open	"Where permitted by law, BST will make available to Sprint the MSAG via electronic basis, i.e., Network Data Mover, updates as often as BST receives updates." BST will provide MSAG via mag tape or paper and new MSAG each quarter.
VI.C.2.	ILEC will provide mapping of NXXs to Selective Routers and PSAPs.	A	"ILEC will provide a list of 911 tandems and CLLI codes for NXXs provided by Sprint to be used in routing 911 calls."
VI.C.3.	ILEC must provide reports to identify the locations of E911 tandems with CLLI codes.	A	see VI.C.2
VI.C.4.	ILEC must provide reporting to identify rate center to wire center to Central Office relationships; which 911 tandems serve which NXXs, primarily or exclusively.	A	see VI.C.2
VI.C.5.	ILEC must provide access to NXX overlay maps and detailed NXX boundaries, as well as network maps to identify diversity routing for purposes of 911 service provisioning. Sprint shall not use information provided under this section for other purposes.	A	In 911 guide.
VI.C.6.	ILEC must provide reports to identify which databases cover which states or areas of the state.	A	BST ALI database covers all nine states.
VI.C.7.	Sprint requires and ILEC shall provide a point-of-contact for each database administrator.	A	BST has a single point of contact.
VI.C.8.	ILEC must identify any special operator-assisted calling requirements to support 911.	A	BST has 7 digit numbers available to operators in the event someone calls the operator and wants 911.
VI.D.1.	BUSINESS PROCESSES ILEC must establish an automated Access Service Request ("ASR") process for 911 trunk provisioning.	A	Same process as with access, which is automated.
VI.D.2.	ILEC must provide emergency restoral of all trunk or network outages on the same terms/conditions it provides	A	

LEGEND

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D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	itself.		
VI.D.3.	ILEC must provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages in advance, providing enough time for Sprint to react.	A	
VI.D.4.	ILEC and Sprint shall negotiate a mutual aid agreement to assist with disaster recovery planning.	A	"BST will provide existing disaster recovery procedures. BST and Sprint mutually agree to assist with disaster recovery planning and to implement any new disaster recovery procedures." Sprint agrees to new language
VI.D.5.	Ultimately, ILEC must provide automated interface and access to the ALI database to enable Sprint to maintain and update records on a timely basis.	S	"ILEC will provide a mechanized interface, such as NDM, allowing Sprint to transmit daily update records to the 911 database as defined in the OLEC guide. ILEC will provide same day processing if Sprint meets BST's daily cut-off time."
VI.D.6.	ILEC must implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data entered by ILEC for Sprint is no less accurate than its own data. Sprint is responsible for record data provided to ILEC for entry or entered by Sprint.	Open	"BST will identify all errors within a record in the first reject."
VI.D.7.	ILEC must identify process for handling of "reverse ALI."	Open	Reverse ALI is not allowed under current BellSouth tariffs. "If offered or allowed ILEC must identify process for handling of "reverse ALI."
VI.D.8.	ILEC must establish process for the management of NPA splits as well as NXX splits.	A	
VI.D.9.	ILEC must indemnify Sprint for ILEC-caused errors in the maintenance, updating and processing of customer information to the ALI database.	Open	
VII.A.1.	DIRECTORY ASSISTANCE GENERAL REQUIREMENTS ILEC shall make Sprint's data available to anyone calling the ILEC's Directory Assistance ("DA"), and the ILEC's data available to anyone calling Sprint's DA.	A	
VII.A.2.	ILEC should store proprietary customer information provided by Sprint in their DA database; such information should be able to be identified by source provider in order to provide the necessary protection of Sprint or Sprint customer proprietary or protected information.	A	BST can't identify Sprint's end users once they're in DA database.
VII.A.3.	Sprint may limit the ILEC's use of Sprint's data to directory assistance or, pursuant to written agreement, grant greater flexibility in the use of the data after receipt of proper compensation.	A	BST will only use data for DA service including DADAS. Sprint data can be excluded from DADS. BST is pursuing a way to exclude from DADAS. Possibly with dedicated

LEGEND

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D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
			NPA/NXX.
VII.A.4.	ILEC must allow wholesale resale of DA service.	A	BST will provide at rates consistent with approved wholesale rate. Connecting LECs are charged differently.
VII.A.5.	ILEC shall provide data and processed directory assistance feeds in accordance with agreed upon industry format.	Open	
VII.A.6.	Sprint should be able to buy unbundled directory database and sub-databases and utilize them in the provision of its own DA service.	A	BST provides database - DADAS Can be purchased at a NXX level.
VII.A.7.	ILEC shall make available to Sprint all service enhancements on a non-discriminatory basis.	A	
VII.A.8.*	ILEC Sprint branded DA should be available to Sprint for resale. Sprint will pay any additional trunking costs necessary to obtain this service. If ILEC cannot satisfy all demand for Sprint branded DA service, ILEC must save capacity to provide an unbranded option for multiple CLEC's.	D	BellSouth will provide unbranded DA, but can't economically rebrand service. BellSouth has not purchased the necessary equipment. BellSouth feels that because it does not brand its own DA service, it should not be required to rebrand the service as Sprint.
VII.A.9.*	When technically feasible and requested by Sprint, ILEC should route Sprint customer DA calls to Sprint DA centers.	D	BellSouth does not feel it is technically feasible to route CLEC customer DA calls to the CLEC.
VII.B.*	COMPENSATION ILEC must place Sprint customer listings in its DA database. ILEC shall make its unbundled DA database available to Sprint. Prices should be, reasonable, and non-discriminatory at TELRIC plus reasonable forward-looking allocation of joint and common costs.	S	BellSouth's DA database services are available at tariffed rates. BellSouth is not in a position to offer the service at rates other than the tariffed rates offered other parties. No charge to put Sprint customer listings in database.
VII.C.1.	QUALITY OF SERVICE End-to-End interval for updating the database with Sprint customer data must be the same as provided for the ILEC's end-users.	A	BST will provide the same level of service to Sprint that it provides to its end users.
VII.C.2.	ILEC shall provide an automated capability (e.g. tape transfer or other data feed) to update ILEC database for updating and inquiries.	A	This is done through an LSR service order
VII.C.3.	ILEC and Sprint shall agree on speed-to-answer standards.	A	Service standards will parallel BST. BST answer time objective is 6.0 seconds.
VII.D.1.	BUSINESS PROCESSES The ILEC DA database must be updated and maintained with Sprint data for customers who: Disconnect Change carrier Install "Change" orders Are Non-Published Are Non-Listed Are Non-Published/Non-Listed	A	Sprint must notify BST through LSR.

LEGEND

A = Agree

D = Disagree

S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
VII.D.2.	Sprint bills its own end-users.	A	
VII.D.3.	Sprint shall be billed in an agreeable format but prefers a CABS format.	A	BST will bill Sprint for DA service in CABS format
VII.D.4.	ILEC and Sprint shall develop intercompany procedures to correct errors when they are identified in the database.	A	This will be handled with an LSR.
VIII.A.1.	OPERATOR SERVICES GENERAL REQUIREMENTS ILEC and Sprint shall jointly develop a process to conduct Busy Line Verification ("BLV") and Emergency Interrupt ("EI") when Sprint provides its own operator services.	A	If operator service provided by BST, BLV part of service over trunk provided by Sprint If operator service not provided by BST, must have tariffed inward operator services using routing from LERG.
VIII.A.2.*	ILEC shall allow resale of Operator Services. Until such time that ILEC may route Operator Traffic to the Operator Service provider of Sprint's choice, ILEC resold Operator Service shall be branded Sprint and ILEC operators shall, where technically or operationally feasible and requested by Sprint, quote Sprint's rates for both Card and Operator Services functions and shall provide service that is at least at parity for services delivered to ILEC end-users. To the extent that separate trunk groups are needed to provide this functionality, Sprint agrees to pay the costs of necessary trunking. If the ILEC cannot meet all of the Sprint demand for branded operator services, the ILEC must save capacity to provide an unbranded option for all other CLEC's.	D	BellSouth will not unbrand or rebrand resold operator services. It's technically possible, but not economically feasible.
VIII.A.3.*	ILEC shall provide operator service deliverables to include the following: a. Local call completion - 0+ and 0-, billed to Calling Cards, collect and third Party. b. Billable - Time and Charges, Etc.	D	BellSouth can not quote time and charges.
IX.A.1.	WHITE/YELLOW PAGE DIRECTORY LISTING GENERAL REQUIREMENTS (NOTE: IN THIS SECTION ILEC MEANS ILEC AND/OR ITS DIRECTORY PUBLISHING AFFILIATE). A separate directory publishing agreement may be required with ILEC's directory publisher which ILEC will assist Sprint in obtaining under the general terms which follow.	A	
IX.A.2.	ILEC shall include Sprint specific information in the information pages of the directories.	A	Free listing for "Establishing Service", "Billing", and "Repair." The free listing contains the very basic contact information. Additional pages are available for a fee. Example: Two pages in the Atlanta directory is \$69K for one year. Volume pricing is available.
IX.A.3.	ILEC shall publish Sprint subscriber listings in ILEC directories (main listing in White and Yellow pages).	A	One free listing per account. White or yellow page as appropriate.
IX.A.4.	ILEC shall distribute white and yellow pages to Sprint subscribers on a non-discriminatory basis.	A	1-3 directories per residential account. 1-5 directories per business account.

LEGEND

A = Agree
D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
			Beyond five is negotiated between BAPCO and customer.
IX.A.5.	ILEC should provide non-discriminatory List Rentals to Sprint.	A	BAPCO does not rent lists. List rentals, if desired, would be obtained from BST.
IX.A.6.	ILEC shall contact Sprint business customers and offer them directory advertising.	A	BAPCO sells white and yellow page advertising to business customers.
IX.B.1.	TYPES OF DIRECTORY LISTINGS Primary White Page Listings	A	
IX.B.2.	Primary Yellow Page Listing	A	Sprint to provide heading. BAPCO will provide list of headings via paper or diskette on a quarterly basis.
IX.B.3.	Additional White Page Listings	A	
IX.B.4.	Additional Yellow Page Listing	A	
IX.B.5.	Non-Pub/Non-List	A	Sprint to provide proper instruction code.
IX.B.6.	Foreign Listings	A	
IX.C.1.	ORDER PROCESSING Order processing procedures must be established to update directory database on a defined, regular basis with Sprint customer information.	A	
IX.C.2.	When available, an industry standard electronic format must be adopted for exchange of Sprint customer data.	A	LSR processing through BST's LCSC feeds white and yellow page listings.
IX.D.1.	PROVISIONING/DISTRIBUTION Initial and secondary distribution arrangements must be available. Sprint distribution by ILEC shall be at parity with ILEC distribution	A	
IX.D.2.	Intercompany procedures need to be established to prevent errors, and to correct them when they do occur.	A	BAPCO is working on operational procedures.
IX.D.3.	ILEC and Publisher shall protect Non-Pub/Non-List information and not disclose it to others or use it for marketing purposes.	A	
IX.E.1.	BILLING At ILEC's option, the Yellow Pages advertising bill will be rendered separately to Sprint customers by Publisher or shall be rendered by Sprint as agent of Publisher. A Sprint customer's yellow pages bill may not be combined with an ILEC bill or be billed by the ILEC in a manner that allows the ILEC to utilize this billing media for local customer win back messages.	A	All Yellow Page advertising sold to Sprint customers is billed by BAPCO, not BST.
IX.E.2.	At ILEC's option, the Directory Publisher shall invoice Sprint subscriber directly for white page advertising, white page bolding, white page color or shall utilize Sprint as agent for billing these services.	A	Designer Listings, i.e. bold, italic, extra line, etc. are sold by BST. Sprint can sell any of these services that are tariffed by BST and pay the wholesale rate. BAPCO will not provide Sprint the Designer Listing services directly.
IX.F.1.	COMPENSATION Distribution to Sprint Customers and end-user charges for directories should be made on the same terms and conditions as the ILEC uses for its own customers.	A	

LEGEND

A = Agree

D = Disagree

S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
IX.F.2.	Sprint should be treated in a non-discriminatory manner (e.g. if ILEC receives payment for its listings Sprint should receive payment for its listings, if ILEC pays for white pages publication Sprint should pay for its share of white pages publication, if ILEC receives a share of white pages or yellow pages revenue including list rentals Sprint should likewise share in revenues). In the alternative, at the option of ILEC, Sprint is willing to forego payment for listings and a share of white and yellow pages revenues if Sprint receives a no charge information page in the directories, no charge publication of all appropriate accounts in the directories, and free directory distribution to Sprint customers. Additional information pages should be available for a reasonable, cost-based charge.	A	Free listing for "Establishing Service", "Billing", and "Repair." BellSouth is listed first and CLECs are listed in alphabetical order after BellSouth. Additional guide pages are available for purchase
IX.F.3.	Any additional charges that are made to Sprint customers should be on the same basis as the ILEC charges its own customers.	A	
IX.G.1.	INFORMATION Publishing cycles and deadlines need to be provided to Sprint to ensure timely delivery of Sprint information.	A	
IX.G.2.	Sprint shall provide its customer service location information if directory publisher is to deliver books. This data shall be used by ILEC/Publisher to deliver books or sell yellow pages advertising only and not for other purposes.	A	BAPCO will not provide information to a third party. However, BAPCO will use the information to identify potential yellow page advertisers.
IX.G.3.	ILEC shall provide a description of calling areas covered by each directory. This means that ILEC shall provide a list of all exchanges appearing in the directory and the local and EAS calling scope of the area covered by a directory or combination of directories as well as a list of all directories necessary for coverage of the local calling and EAS area.	A	
X.A.1.	ACCESS TO TELEPHONE NUMBERS GENERAL REQUIREMENTS Administration and assignment of numbers should be moved to a neutral third party. In the interim, while ILECs are still administering numbering, the following should apply: The ILEC must assign NXXs to Sprint on a non-discriminatory basis and on the same basis as to itself.	A	
X.A.2.	No restrictions should exist on ability to assign NXX per rate center.	A	
X.A.3.	ILEC testing and loading of Sprint's NXXs should be the same as its own.	A	
X.A.4.	ILEC cannot discriminate in the allocation of numbers and types of NXXs assigned to new entrants.	A	
X.B.	COMPENSATION The ILEC must assign NXXs to new entrants without the imposition of charges that are not imposed upon itself.	A	

LEGEND

A = Agree

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XI.A.	INTERIM LOCAL NUMBER PORTABILITY VIA RCF, DID OR OTHER ARRANGEMENTS GENERAL REQUIREMENTS ILEC shall immediately implement interim number portability solutions to permit end-users to change to Sprint without changing their telephone numbers. Such interim solutions include Remote Call Forwarding ("RCF") and flexible Direct Inward Dialing ("DID"). Sprint preferred interim solution is RCF.	A	
XI.B.1.*	COMPENSATION Sprint and ILEC will establish reasonable cost recovery for RCF/DID. Existing retail call forwarding rates are not considered reasonable for this purpose. Sprint proposes that interim number portability be priced at TELRIC cost less a 55% discount which recognizes that interim number portability solutions degrade network performance to Sprint customers. Should a lower interim number portability price be offered by ILEC to others or ordered by a regulatory body, Sprint may adopt the lower price.	D	BellSouth is not in a position to offer rates other than those BellSouth has offered to other parties. The methodology used to develop the rates was not provided. Therefore, Sprint must disagree in principle.
XI.B.2.	For Sprint facilities-based services and services built with cost-based, unbundled elements, Sprint is entitled to both originating and terminating access charges associated with calls terminating to ported numbers assigned to Sprint subscribers. ILEC retains access charges when Sprint service is provided by a rebranded wholesale ILEC service. In addition, pursuant to 47 CFR § 51.515 where ILEC switching is used prior to June 30, 1997, CCL and 75% of TIC charge will be paid by Sprint to ILEC.	A	"Access charges associated with resold services or unbundled local switching elements will be assessed Pursuant to 51-515 or final order."
XI.C.	INFORMATION The data required for interim local number portability and for billing access when interim local number portability is used must be provided to Sprint at no additional cost above that already paid for interim local number portability.	A	
XII.A.1.	ACCESS TO SUCH SERVICES OR INFORMATION NECESSARY TO ALLOW REQUESTING CARRIER TO IMPLEMENT DIALING PARITY GENERAL REQUIREMENTS Upon the earlier of a valid local commission order to	A	"ILEC will implement dialing parity as required by final order of the state PSC or the FCC as appropriate." BST putting in two PIC where possible

LEGEND

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S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	implement intraLATA presubscription, three years from the date the Telecommunications Act of 1996 was effective or when the ILEC (or its affiliate) is allowed into in region (e.g. states served by the ILEC) interLATA service, the full two-PIC option must be available for intraLATA and interLATA dialing parity.		
XII.A.2.*	Any end-user should be able to access Sprint for services using the same dialing protocol that the end-user would use to access the same service on the ILEC network, (e.g., intraLATA toll, operator assisted, directory assistance, and N11).	D	BellSouth does not agree that it is technically feasible to provide dialing parity for all services identified, N11, DA or operator.
XII.A.3.	ILEC must provide routine reporting on local dialing plans by switching type and end office.	A	"ILEC must provide necessary reports on dialing plans by switch type and end office when necessary for the provisioning of services by Sprint to it's end users. These reports will be provided in a reasonable timeframe so that Sprint is able to prepare for product or service changes."
XIII.A.1.*	RECIPROCAL COMPENSATION ARRANGEMENTS LOCAL SERVICE/MUTUAL TRAFFIC EXCHANGE ILEC has the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications with Sprint. In order to implement this requirement in the most efficient manner, the specifically recognized option of "Mutual Traffic Exchange" (a/k/a "bill and keep") may be utilized where traffic is presumed to be in balance either because it has been measured and no significant balance different exist or because measurement has not yet been accomplished. Otherwise, default proxies contained in the 96-98 Order shall be used until TELRIC cost studies have been performed and the results implemented in permanent rates.	D	BellSouth does not agree with "bill and keep."
XIII.A.2.	ILEC and Sprint will each be responsible for originating/terminating traffic to/from the meet point with the other carrier.	A	
XIII.B.1.*	COST BASIS Pursuant to 47 C.F.R. § 51.705(a) an ILEC's rates for transport and termination of local telecommunications traffic shall be established, at the election of the state commission, on the basis of: a. the forward-looking economic costs of such offerings using a cost study pursuant to 47 C.F.R. §§ 51.505 and 51.511; or b. default proxies, as provided in 47 C.F.R. § 51.707; or c. a "bill-and-keep" arrangement, as provided in 47 C.F.R. § 51.713.	D	BellSouth has offered rates consistent with what BellSouth has offered other parties. These rates are based on access rates, not proxy rates as stated in the FCC order. In addition BellSouth wishes to utilize a 5% cap, whereby neither party is required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use.
XIII.B.2.*	Pursuant to 47 C.F.R. § 51.715, in a state in which the	D	BellSouth has offered rates consistent

LEGEND

A = Agree

D = Disagree

S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	state commission has neither established transport and termination rates based on forward-looking economic cost studies nor established transport and termination rates consistent with the default price ranges described in 47 C.F.R. §51.707, the ILEC shall set interim transport and termination rates within the proxy ranges for switching and transport as described in 47 C.F.R. § 51.707(b)(2).		with rates BellSouth has offered other parties. These rates are based on existing access rates and are therefore not consistent with the TELRIC methodology.
XIV.A.1.*	RESALE GENERAL REQUIREMENTS All regulated telecommunications services offered to end-users of the ILEC must be available for resale by Sprint. This includes volume discounted products, grandfathered products, individual case basis products, operators services, directory assistance, vertical services and promotions.	D	BellSouth has identified, at a minimum, the following services that are not available to Sprint at a wholesale rate: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; and legislatively or administratively mandated specialized discounts (e.g. education institutions discount).
XIV.A.2.*	Every retail service rate, including promotions of over 90-days, discounts plans, and option plans must have a corresponding wholesale rate. Non-recurring charges associated with resold accounts shall also have an appropriate wholesale discount. New services shall have a wholesale rate established at the same time the new service becomes available.	Open	
XIV.A.3.	No conditions may be placed on the resale of any retail service except for the single provision within the Act which allows a state commission to restrict resale between certain categories of subscribers and payphone providers as Order by the FCC. Sec. 251(c)(4)(B), FCC Rule 51.613.	A	
XIV.A.4.	For wholesale services, Sprint requires that the existing databases and signaling supporting the retail service continue to be provided as part of the wholesale service.	A	
XIV.A.5.*	If the ILEC continues to sell a product to any end-user under grandfathered arrangements, the ILEC must make that product available for resale by Sprint to that end-user. If a service withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail.	D	BellSouth does not agree to offer grandfathered services for resale.
XIV.A.6.	ILEC must provide a minimum notice period for changes/discontinuation of services so that Sprint has an opportunity to make the necessary modifications to its ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes.	A	
XIV.A.7.	Sprint's local customers must be able to retain their	A	BST qualification: number won't be

LEGEND

A = Agree

D = Disagree

S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	existing ILEC provided telephone number without loss of feature capability and ancillary services such as, but not exclusively: DA, 911/E911 capability. Both Sprint and the ILEC will work cooperatively on exceptions.		moved if customer is in treatment (past due balance).
XIV.A.8.	When ILEC provides short installation intervals to its end-users, ILEC shall match those installation intervals for Sprint customers (e.g. facilities are already connected at the premises and all that is required is a computer entry activating service, such as "warm line" activation).	A	BST will provide Sprint the same interval they provide an end user
XIV.B.1.	COMPENSATION The wholesale price for each retail service must be determined based on the FCC approved methodology where costs the ILEC will avoid will be removed when the service is resold. FCC Rule 51.607 and 51.609.	A	
XIV.B.2.	Any PIC administration change charge must be at TELRIC plus a reasonable allocation of forward-looking joint and common costs.	S	BellSouth does not agree to reference TELRIC.
XIV.B.3.*	ILECs must either adopt interim wholesale rates within the 96-98 Order's proxy range or produce cost studies within the specified time frame contemplated for negotiations as part of good faith negotiations.	S	BellSouth has made no pricing commitments to Sprint other than what BellSouth has reached agreement on with other parties. There is no evidence to support compliance with the referenced FCC approved methodology.
XIV.C.	INFORMATION The ILEC must provide information concerning the agreements they have made with other Sprints and with its own affiliates.	A	
XIV.D.1.	ORDERING ILEC must provide the ability for Sprint to order local and long distance toll service on unified order.	A	
XIV.D.2.	Sprint shall adopt a reasonable account verification method consistent with the FCC's PIC verification guidelines. ILEC shall honor Sprint service order requests without receiving a separate signed LOA from the end-user in order to process a Sprint order.	A	Blanket LOA required. Change to read "ILEC shall not require individually signed LOA prior to processing an Sprint order. However, a blanket LOA is required."
XIV.D.3.*	ILEC shall provide confirmation of the installation/change activity to Sprint via an initial Firm Order Confirmation ("FOC") and positive completion of order activity. Sprint requires an "As Is" process when customers are migrating from the ILEC to Sprint at the same location. On migration type orders the FOC should contain all services/features currently being provided by the ILEC and those services/features being migrated to Sprint. On new installation/change orders the FOC should verify all services/features ordered by Sprint. A positive completion delineating all the services installed and those not installed should be sent to Sprint upon actual completion within 24 hours of Order completion. This will ensure proper billing to end-user customers for services provided.	Open	It has not been determined specifically what will be provided on the FOC and the timeliness of the FOC.

LEGEND

A = Agree

D = Disagree

S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
XIV.D.4.*	Once Sprint has obtained a customer, the ILEC shall provide in pre-ordering and ordering phases of processing the Sprint order, the ILEC regulated local features/products/services/elements/combinations that were previously provisioned by the ILEC for all affected Sprint local customers. This applies to all types of local service orders and all elements. Sprint requires that the ILEC provide any customer status which qualifies the customer for a special service (e.g. DA exempt, lifeline, etc.)	D	BellSouth will not provide CSR information in the "pre-ordering" data. CSR information is considered CPNI and should not be provided until after an order has been placed.
XIV.D.5.	Access to CRIS and routine reconciliation between CRIS records and Sprint customer records should be established.	Open	BST will not provide access to CRIS. An option would be to compare mag tapes to daily feed.
XIV.D.6.	Sprint, as the local service provider, and its customer are assigned any telephone line number switched by the ILEC switch. Therefore, Sprint must have access to the Telephone Line Number ("TLN") and Line Information Data Base ("LIDB").	Open	BST to investigate if they will enable or allow Sprint to look at LIDB.
XIV.E.1.	BILLING When ILEC local service is rebranded (as opposed to service provided via unbundled elements) the ILEC is the appropriate recipient of all access charges, and should be responsible for directly billing the IXCs for the access related to interexchange calls generated by rebranded customers.	A	
XIV.E.2.	ILEC must return EMI records to IXCs with the Sprint disconnect rejection code along with the Operating Company Number ("OCN") of the associated ANI. The OCN must be provided so that the IXC will know which local ILEC provides service for the WTN.	A	BST will return record to IXC with new OCN and disconnect date. This is temporary (1-2 yrs). Future state will be to have OCN information in LIDB so IXC can access OCN info directly. ILEC will end up far removed from end user OCN as end users churn.
XIV.E.3.	Monthly invoices must be presented in an agreed upon format. Sprint prefers Carrier Access Billing Systems ("CABS") format in order to facilitate standard industry auditing practices. Other requirements include:	A	BST uses CRIS for resale billing and CABS for facilities based billing.
XIV.E.3.a	Where available, daily receipt of local usage at the call detail level in standard EMR/EMI industry format must be provided to enable Sprint to match these records with appropriate accounts by billing cycle in parity with the ILEC.	A	BST will provide daily records
XIV.E.3.b	Access to Bellcore CMDS in and out-collect process for inter-region alternately billed messages via a CMDS sponsor.	A	
XIV.E.3.c.	Access to in and out-collect process for intra-region alternately billed messages via the appropriate Bellcore Client Company.	A	
XIV.E.3.d	Long term neutral third party in and out-collect process	Open	

LEGEND

A = Agree
D = Disagree
S = Similar

Sprint Term Sheet Matrix (Contd.)

T.S. REF.	SPRINT POSITION	STATUS	BELLSOUTH/JOINT POSITION
	for inter and intra-region alternately billed message.		
XIV.E.3.e.	Provision to IXC of billing information for casual usage.	A	Same as XIV.E.1
XIV.E.3.f.	Information on customer's selection of billing method, special language billing, etc.	D	Subset of XIV.D.4
XIV.F.	<p>PIC ADMINISTRATION</p> <p>IXC PIC. When Sprint rebrands ILEC local service (becomes the end-user's local service provider), the ILEC shall process all PIC changes provided by Sprint on behalf of the IXCs. If PIC changes are received directly by the ILEC from the IXC, the ILEC shall reject the PIC change back to the IXC with the OCN of Sprint in the appropriate field of the industry standard CARE record.</p> <p>Sprint to CLEC Change. When a CLEC other than Sprint or the ILEC sells local service to an existing Sprint local customer and an order is submitted to the ILEC for migrating the service, the ILEC will shall inform Sprint of the disconnect in a manner similar to the existing CARE process for notifying an IXC of a disconnect PIC change. This will ensure accurate billing to the end-user customer.</p>	Open	

LEGEND

A = Agree
D = Disagree
S = Similar