HOPPING GREEN SAMS & SMITH
PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS
123 SOUTH CALHOUN STREET
POST OFFICE BOX 6526
TALLAHASSEE, FLORIDA 32314
(904) 222-7500
FAX (904) 224-8551
FAX (904) 425-3415

JAMES S. ALVES
BRIAN H. BIBEAU
KATHLEEN BLIZZARD
ELIZABETH C. BOWMAN
RICHARD S. BRIGHTMAN
PETER C. CUNNINGHAM
RALPH A. DEMEO
THOMAS M. DEROSE
WILLIAM H. GREEN
WADE L. HOPPING
FRANK E. MATTHEWS
RICHARD D. MELSON
MICHAEL P. PETROVICH
DAVID L. POWELL
WILLIAM D. PRESTON
CAROLYN S. RAEPPLE
DOUGLAS S. ROBERTS
GARY P. SAMS
ROBERT P. SMITH
CHERYL G. STUART

GARY K. HUNTER, JR.
JONATHAN T. JOHNSON
ROBERT A. MANNING
ANGELA R. MORRISON
GARY V. PERKO
KAREN M. PETERSON
R. SCOTT RUTH
W. STEVE SYKES
T. KENT WETHERELL, II

OF COUNSEL
W. ROBERT FOKES

June 24, 1997

Ms. Blanca S. Bayó
Director, Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

961230-TP

Re: Civil Action No. 497CV231MP

Dear Ms. Bayó:

Enclosed for your information is a copy of MCI's Complaint for Declaratory and Equitable Relief which was filed in the United States District Court, Northern District on June 19, 1997.

Sincerely,

Carolyn S. Raepple

Complaint Only
CMU-1
LEG-1
SEC-1

95691.1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA

MCI TELECOMMUNICATIONS CORPORATION, a Delaware Corporation, and MCIMETRO ACCESS TRANSMISSION SERVICES, INC., a Delaware Corporation, Plaintiffs, v. SPRINT-FLORIDA, INCORPORATED, a Florida Corporation; the FLORIDA PUBLIC SERVICE COMMISSION; and SUSAN F. CLARK, J. TERRY DEASON, JOE GARCIA, JULIA L. JOHNSON and DIANE K. KIESLING, in their official capacities as Commissioners of the Florida Public Service Commission, Defendants.	Civil Action No.

MCI's COMPLAINT FOR DECLARATORY AND EQUITABLE RELIEF

Plaintiffs MCI Telecommunications Corporation and MCImetro Access Transmission Services, Inc. (collectively "MCI"), by and through their attorneys, for their complaint against Sprint-Florida, Incorporated ("Sprint"), the Florida Public Service Commission ("PSC"), and PSC Commissioners Susan F. Clark, J. Terry Deason, Julia J. Johnson, Diane K. Kiesling, and Joe Garcia, in their official capacities, hereby state as follows:

NATURE OF ACTION

1. This action is asserted to enforce provisions of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, 47 U.S.C. §§ 151 *et seq.* ("1996 Act" or "Act"), a landmark statute designed to open local telephone markets to competition. The 1996 Act was passed to end the historical regime in which incumbent local telephone companies (such as defendant Sprint) monopolized the facilities and services through which consumers place and receive all local and long distance calls. In its place, the 1996 Act mandates a new competitive market structure. To that end, the Act preempts state and local barriers to market entry and requires incumbents to provide new entrants into local telephone networks (such as plaintiff MCI) with access to the incumbents' telephone networks and services on rates, terms and conditions that are just, reasonable, and non-discriminatory. These requirements are specifically intended to open monopoly local telephone markets to effective competition as quickly as possible.

2. In addition to obligating incumbents to open their networks to new entrants on procompetitive terms and conditions and at cost-based rates, the Act sets forth a procedural mechanism to implement these requirements and hasten the development of competition. Incumbents are required to negotiate in good faith with new entrants and to develop "interconnection agreements" specifying the terms and conditions upon which the new entrant may interconnect with the incumbent's network.

3. If the incumbent and the new entrant cannot arrive at a complete interconnection agreement through negotiation, the Act gives the state public utility commission (in Florida, the PSC) the responsibility to conduct expedited administrative

proceedings, designated as "arbitration" proceedings, to resolve disputed issues in a manner consistent with the substantive requirements of the Act and the regulations adopted by the Federal Communications Commission ("FCC") pursuant to the Act. The incumbent and the new entrant must then incorporate the public utility commission's ruling into an interconnection agreement. The state commission is required to review the resulting interconnection agreement in order to determine whether it complies with the Act. Section 252(e)(6) of the 1996 Act, 47 U.S.C. § 252(e)(6), gives any party aggrieved by a determination of a state commission a right to bring an action in federal district court to challenge an interconnection agreement on the ground that the terms of the agreement are inconsistent with the 1996 Act or the FCC's implementing regulations.

4. MCI and defendant Sprint have completed the negotiation and arbitration processes mandated by the 1996 Act, and, on May 20, 1997, the Florida Public Service Commission approved an arbitrated interconnection agreement ("the Agreement") (Attached as Exhibit A) specifying the terms and conditions that would govern MCI's entry into competition with Sprint to provide local telephone service. As approved, however, several provisions of the Agreement and the orders of the PSC on which the Agreement was based violate the 1996 Act. MCI brings this complaint under Section 252(e)(6) to seek redress for arbitrated provisions of the Agreement, as adopted by the PSC, that are in violation of the 1996 Act and FCC regulations. MCI seeks declaratory and other equitable relief under the Act.

JURISDICTION

5. These claims arise under the Telecommunications Act of 1996, a law of the United States. Jurisdiction is proper pursuant to 28 U.S.C. §§ 1331 and 1337 and pursuant to Section 252(e)(6) of the Act, 47 U.S.C. § 252(e)(6).

VENUE

6. Venue is proper under 28 U.S.C. § 1391(b). Defendant Sprint does business in this district. Defendant PSC is located in this district, and the defendant Commissioners perform their official duties in this district. The events giving rise to the claims herein asserted occurred in this district. This Court is an appropriate district court within the meaning of 47 U.S.C. § 252(e)(6).

PARTIES

7. Plaintiff MCI Telecommunications Corporation is a corporation organized under the laws of the State of Delaware and with its principal place of business in the District of Columbia. MCI Telecommunications Corporation provides long distance and other telephone services throughout Florida and the rest of the United States. Through its wholly owned affiliate MCImetro Access Transmission Services, Inc., MCI intends to offer local telephone services throughout Florida in competition with defendant Sprint. MCImetro holds a certificate of convenience and necessity to provide telecommunications services in the state of Florida. MCI is a "telecommunications provider" and a "requesting telecommunications carrier" within the meaning of the Act.

8. Defendant Sprint is a Florida corporation with its principal place of business in Apopka. Sprint is the monopoly provider of local exchange service throughout a service area covering portions of Florida. Sprint is an "incumbent local exchange carrier" within the meaning of Section 252(h)(1) of the Act. Sprint is successor by merger and name change to United Telephone Company of Florida and Central Telephone Company of Florida.

9. Defendant PSC is a legislative agency of the State of Florida with its principal place of business in the city of Tallahassee. The PSC is a "state commission" within the meaning of 47 U.S.C. § 153(41) and Sections 251 and 252 of the Act.

10. Defendants Julia L. Johnson, Susan F. Clark, J. Terry Deason, Joe Garcia, and Diane K. Kiesling are the Commissioners of the PSC. They are sued in their official capacities only.

BACKGROUND

The Local Telephone Monopoly

11. Since the divestiture of the Bell System in the early 1980's, vigorous competition has characterized the long-distance telephone services market, resulting in much lower long-distance rates and much better service quality. By contrast, local telephone service remains the last major bastion of monopoly in the telecommunications industry.

12. Incumbent local telephone companies exercise "bottleneck" control over the local telephone network, including the lines (or "local loops") serving each telephone subscriber. Despite regulation by state public utility commissions, this

monopoly power has produced anticompetitive rates for local services, hampered the development of new services, and deprived customers of the ability to choose their local service provider. Almost all long-distance calls also originate and terminate through that same local network. Incumbents thus have a monopoly over this long distance access function as well. Because monopoly local telephone companies have been permitted to charge long distance carriers inflated "access charges" to originate and terminate long-distance calls, the local telephone monopoly has also artificially inflated long-distance rates over what those rates would be in a fully competitive telecommunications market.

13. Within its designated service area, Sprint has exclusive control of the switches, lines, and other telecommunications network equipment (collectively "facilities") necessary to provide local telephone service ("local exchange service") and to originate and terminate long distance calls ("exchange access service"). For the vast majority of subscribers in Sprint's service areas, Sprint is the only available provider of local telephone and access services. Sprint thus has a monopoly in local exchange and exchange access services.

The Local Competition Provisions of the 1996 Act

14. The 1996 Act "provide[s] for a pro-competitive, deregulatory national policy framework designed to accelerate rapidly private sector deployment of advanced telecommunications and information technologies and services to all Americans by opening all telecommunications markets to competition." H. R. Conf. Rep. No. 104-458, 104th Cong., 2nd Sess. 113 (1996). At the heart of that policy is

Congress' effort to bring effective competition to the historically monopolized local telephone markets.

15. To help bring the benefits of competition to local telephone customers, Section 253 of the Act overrides any state or local laws (such as exclusive franchises) that have the "effect" of prohibiting any entity from offering any interstate or intrastate telephone service. In addition, the Act conditions the ability of regional Bell Operating Companies ("Bell Companies") -- incumbent local telephone companies that were part of the Bell System -- to enter the long distance market within their service areas on their compliance with the Act's provisions granting new entrants access to the Bell Companies' facilities and services. *See* 47 U.S.C. §§ 271(c)(1)(A), (2)(B). Sprint is not a "Bell Operating Company" under 47 U.S.C. § 153(4)(A)-(C), and therefore is already authorized to provide "in-region" long distance telephone services.

16. Congress recognized that local competition could not develop unless new entrants were afforded access to the bottleneck local exchange facilities that incumbent monopolies had constructed over decades with funds obtained from captive ratepayers. Because no new entrant could realistically compete in all markets through the exclusive use of its own facilities, and because Congress recognized that shared use of bottleneck facilities was sometimes more efficient than duplication, the 1996 Act's scheme for facilitating local competition consists largely of a set of affirmative obligations on incumbent local carriers to make their facilities and services available for purchase or lease by new entrants.

17. The Act requires incumbents to make the facilities they control available to new entrants in a variety of ways. Under Section 251(c) of the Act, incumbents must, among other things: allow new entrants to interconnect their facilities with the networks run by incumbents at "any technically feasible point" for the purpose of transferring calls to or from the incumbents' network (§ 251(c)(2)); offer the constituent parts or "elements" of their networks (such as local loops and switching facilities) for use by new entrants on an individual element or "unbundled" basis (§ 251(c)(3)); and make any telecommunications service that the incumbent offers its own customers available to new entrants so that new entrants may resell those services to their own customers (§ 251(c)(4)). Incumbents must also allow new entrants to construct facilities necessary for interconnection at the incumbents' premises (§ 251(c)(6)); this is referred to as "collocation."

18. Congress also understood that incumbent local telephone companies would retain strong incentives to obstruct their prospective competitors' efforts to enter the local market. In particular, Congress recognized that allowing incumbents to dictate the rates, terms and conditions upon which their prospective competitors may access the incumbents' bottleneck facilities would stifle competition just as surely as statutory or regulatory restrictions on entry. Therefore, the Act contains a number of provisions specifically designed to prevent incumbents from acting on their natural incentives to price new entrants out of the market by charging unreasonable rates or imposing unreasonable and discriminatory conditions for interconnection, network elements, resale of incumbent services, and other statutorily mandated forms of competitive access.

19. The Act requires incumbent local exchange companies like Sprint to offer new entrants two ways to utilize the network run by incumbents to provide service to the new entrant's retail customers -- (1) through resale of the incumbent's retail services or (2) through the purchase of discrete "network elements," which are defined by the Act to include both the physical equipment used to provide telecommunications services and the significant functions, systems, and information used in providing telecommunications services over the network.

20. Under the resale method, Sprint is required to offer new entrants like MCI the opportunity to purchase at wholesale rates any service that Sprint sells to its retail customers. (47 U.S.C. § 251(c)(4)). This method permits a new entrant to purchase any service Sprint offers at retail to Sprint's customers and resell those services to its own customers.

21. Under the resale approach, the new entrant buys a particular service, which may consist of a combination of many network elements. The resale approach permits new entrants to enter the market as resellers while they are developing their own facilities. Resale also permits small businesses that may lack the capital to build their own facilities to compete in the local exchange market.

22. The Act prescribes that the wholesale rate the incumbent charges new entrants for resold services be determined by subtracting from the incumbent's retail rates the costs that are avoidable by selling the service at wholesale rather than retail. These costs include marketing, billing, collection, and other costs that will be avoided by the local exchange carrier. (47 U.S.C. § 252(d)(3)). Under resale, the starting point for determining the rate is the retail price of the service. The applicable

wholesale rates are determined by starting with the retail rate and calculating an appropriate discount. This is sometimes referred to as a "tops down" determination.

23. The other means the Act establishes for permitting new entrants to enter the local telephone calling market is by purchasing individual network elements from the incumbent. Instead of purchasing already combined or fully "bundled" services for resale, new entrants can purchase "unbundled" individual network elements, which can then be combined or "bundled" in any manner the new entrant desires. (47 U.S.C. § 251(c)(3)). By using the unbundled network element approach, a new entrant can access distinct parts of the incumbent's network. The new entrant is free to purchase only those network components and functions that it needs and to combine those elements with its own facilities.

24. The rates that a new entrant pays to the incumbent for unbundled network elements must be "based on the cost (determined without reference to a rate-of-return or other rate-based proceeding) of providing the interconnection or network element," be "non discriminatory," and "may include a reasonable profit." (47 U.S.C. § 252(d)(1)(A) & (B)). Because the starting point for determining the rate a new entrant must pay for interconnection or a network element is the cost of the unbundled element or interconnection, this is sometimes referred to as a "bottoms up" determination.

Implementation of the Act

25. The Act expressly authorizes the FCC to promulgate regulations implementing the Act's local competition provisions. 47 U.S.C. § 251(d). Pursuant to

that authority, the FCC released its First Report and Order containing implementing regulations on August 8, 1996. *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, First Report and Order, CC Docket No. 96-98, 11 F.C.C. Rcd. 15499 (1996) (hereinafter "First Report and Order").

26. On October 15, 1996, the United States Court of Appeals for the Eighth Circuit stayed certain portions of the FCC regulations on jurisdictional grounds pending an expedited appeal. *Iowa Utilities Board v. FCC*, Nos. 96-3321 and consolidated cases (stay entered Sept. 6, 1996; oral argument on the merits held Jan. 17, 1997). The Court of Appeals left the remainder of the regulations intact, fully effective, and binding on telecommunications carriers and state commissions alike.

27. Section 252 of the Act sets forth an expedited procedure for implementing the Act's substantive provisions. Under Section 252(a), incumbents are required to negotiate in good faith with any requesting telecommunications carrier concerning the terms and conditions governing interconnection, access to network elements, resale and other issues that must be resolved to allow for competitive entry. The Act provides for a fixed period of negotiations during which the parties may voluntarily agree to rates, terms and conditions for interconnection. If the incumbent and the requesting telecommunications carrier do not reach agreement on all issues within that period, either party may seek "compulsory arbitration," an expedited administrative proceeding to resolve disputed issues of fact and law, conducted by the state regulatory commission. 47 U.S.C. § 252(b). In conducting arbitrations, the state commission must ensure that the arbitrated terms of interconnection comply with the

requirements of Sections 251 and 252(d) of the Act and the FCC's implementing regulations. 47 U.S.C. § 252(c).

28. Proposed interconnection agreements, whether developed through negotiation or through arbitration, must be submitted for review by the state commission pursuant to Section 252(e). State commissions are to review arbitrated agreements for compliance with the requirements of Sections 251 and 252(d) and applicable FCC regulations. 47 U.S.C. § 252(e)(2)(B).

29. The 1996 Act provides for federal district court review of interconnection agreements that have been approved by a state commission. As part of this review, federal courts are required to "determine whether the agreement . . . meets the requirements" of Sections 251 and 252. Because the arbitrated terms that are inconsistent with the FCC's implementing regulations also violate the Act, 47 U.S.C. §§ 242(c), 252(e)(2)(B), the federal court's mandate under Section 252(e)(6) includes review of interconnection agreements for compliance with FCC regulations.

MCI-Sprint Arbitration and Approval Proceedings

30. After a lengthy period of negotiations with Sprint regarding interconnection, MCI filed a petition for compulsory arbitration of unresolved issues with the PSC pursuant to Section 252(b) on October 11, 1996.

31. On December 11, 1996, MCI and Sprint entered into a stipulated agreement to resolve certain issues. Pursuant to that stipulation, MCI and Sprint agreed to be governed as to most non-price issues by the PSC's decisions in the MCI-BellSouth and MCI-GTE arbitrations subject to any alteration of those decisions on

appeal. The price issues and remaining non-price issues were the subject of an evidentiary hearing before the PSC on December 18, 1996. The stipulated agreement was presented to, and approved by, the PSC at that hearing. The Final Order on Arbitration ("Arbitration Order," attached as Exhibit B), issued on March 14, 1997, incorporated the stipulation by reference and set forth the PSC's rulings on the disputed issues.

32. In that order, the PSC directed MCI and Sprint to file an interconnection agreement in accordance with its order within 90 days. On March 31, 1997, Sprint filed a motion to stay this portion of the order and a motion for reconsideration.

33. On April 14, 1997, MCI and Sprint filed an agreement in accordance with the Arbitration Order. On May 20th, 1997, the PSC issued an "Order Approving Arbitrated Agreement" ("Final Order," attached as Exhibit C) that approved the Agreement, denied Sprint's motion for a stay as moot, and left open Sprint's motion for reconsideration as well as the PSC's review of cost studies to be filed by Sprint.

COUNT ONE

(Violation of Sections 251 and 252 of the Act)

(Failure to Set Cost-Based Interconnection and Unbundled Network Element Rates)

34. MCI realleges and reaffirms herein the allegations in paragraphs 1 through 33 above.

35. Sections 251(c)(2), 251(c)(3) and 252(d)(1) of the Act require, respectively, that arbitrated rates for interconnection and unbundled network elements be "just, reasonable, and nondiscriminatory" and "based on the cost (determined without reference to a rate-of-return or other rate-based proceeding) of providing the interconnection or network element (whichever is applicable) . . . and may include a reasonable profit."

36. A long-run forward-looking cost methodology based on the use of the most efficient technology currently available and the lowest-cost network configuration given the incumbent carrier's existing wire centers is necessary to satisfy the Act's requirement that rates must be based on cost "without reference to" a rate-based or rate-of-return proceeding because use of "embedded" or historical costs and existing technology or physical architecture employed by the incumbent carrier in pricing would compensate incumbents with a rate of return on their past investments. Forward-looking costs are appropriate because they approximate the results that would be obtained in a competitive market, and therefore prevent incumbent local telephone companies from using interconnection pricing as a means of obstructing competitive entry into the local telecommunications market.

37. MCI submitted a long-run forward-looking cost study in the arbitration providing rates for interconnection and unbundled elements that meet the requirements of the Act. Although Sprint also submitted a cost study in this proceeding, its cost study did not meet the Act's requirements that rates be based on cost because, among other defects, Sprint's cost study was in large part based on historical data, embedded costs, and existing technology and network architecture;

relied on numerous inflated, unjustified cost factors; and was not capable of being verified by regulators or interconnecting carriers. The only study before the PSC that meets the requirements of the Act was MCI's cost study.

38. The PSC, however, declined to apply the MCI cost model, instead adopting rates, some which are interim rates, that are not based on the long run forward looking cost standard required by the Act. Arbitration Order at 20-23. With respect to those rates set on an interim basis, the Agreement makes no provision for an adjustment (or "true up") if permanent rates are set lower than the interim rates adopted by the PSC. For this reason, MCI will be irrevocably damaged by the PSC's adoption of interim rates that do not comply with the Act's requirements.

39. The cost methodology adopted by the PSC and implemented in the Agreement violates Section 251(c)(3) and 252(d)(1) because it is based on the existing technology and physical architecture deployed by the incumbent carrier in its existing network, and thus does not set rates for interconnection and unbundled network elements that are based on cost.

40. The PSC's decisions refusing to use MCI's cost model, adopting a non-cost-based methodology, and imposing the non-cost based rates in the Agreement, are arbitrary and capricious, not the product of reasoned decisionmaking, an abuse of discretion, and unsupported by substantial evidence.

41. MCI has been aggrieved by the PSC's determinations as set forth above and is entitled to declaratory and other equitable relief pursuant to 28 U.S.C. §§ 2201, 2202 and 47 U.S.C. § 252(e)(6).

COUNT TWO

(Violation of Sections 251 and 252 of the Act)

(Failure to Deaverage Unbundled Network Element Rates)

42. MCI realleges and reaffirms herein the allegations in paragraphs 1 through 41 above.

43. Sections 251(c)(3) and 252(d)(1) of the Act require, respectively, that rates for unbundled network elements be "just, reasonable, and nondiscriminatory" and "based on the cost . . . of providing the . . . network element." The FCC's pricing rules in the First Report and Order, which are currently stayed on jurisdictional grounds, require that cost-based rates must account for variations in the costs associated with providing unbundled network elements in different geographic areas. 47 C.F.R. § 51.507(f) (currently stayed on jurisdictional grounds). This is called "geographic deaveraging."

44. The State of Florida is large and diverse, containing geographic regions with vastly different degrees of population density. The costs of providing network elements vary with the degree of population density in the geographic areas served.

45. The Agreement, as adopted by the PSC, contains interim rates for some unbundled elements that are based on the statewide average of these varying costs. Arbitration Order at 21-22. These averaged rates fail to reflect the geographic cost differences of providing network elements.

46. Rates that are not "geographically deaveraged" (i.e., computed separately for different density-related zones) are neither cost-based nor just,

reasonable, and nondiscriminatory and therefore do not comply with Sections 251 and 252 of the Act.

47. The PSC's refusal to geographically deaverage network element rates was arbitrary and capricious, not the product of reasoned decisionmaking, an abuse of discretion, and unsupported by substantial evidence.

48. MCI has been aggrieved by the PSC's determination as set forth above and is entitled to declaratory and other equitable relief pursuant to 28 U.S.C. §§ 2201, 2202 and 47 U.S.C.§ 252(e)(6).

COUNT THREE

(Violation of Section 251 of the Act)

(Failure to Require Sprint to Provide Collocation of MCI's Equipment)

49. MCI realleges and reaffirms herein the allegations in paragraphs 1 through 48 above.

50. Section 251(c)(6) of the Act requires Sprint to allow new entrants to collocate their equipment at Sprint's premises if such equipment is "necessary for interconnection or access to unbundled network elements." In its First Report and Order, the FCC adopted a broad interpretation of the term "necessary" to include all equipment that is "used or useful," whether or not it is "indispensable," to interconnection and access to unbundled network elements. First Report and Order ¶ 579.

51. MCI requested that Sprint permit it to allow collocation of MCI telecommunications network equipment known as Remote Digital Line Units ("RDLUs"). When collocated at the premises of a local telephone company, this equipment is used both to interconnect and to perform concentration of unbundled local loops.

52. Collocation of RDLUs is necessary for interconnection because competitive local carriers require this equipment in order to support efficient interconnection configurations by "concentrating" all unbundled loops onto common local transport facilities that connect to the competitors' premises. Implementation of RDLUs allows carriers such as MCI to aggregate traffic and to increase network efficiencies, and thus lower costs to MCI and lower prices to MCI's customers.

53. The PSC rejected MCI's request on the ground that RDLUs are switching equipment and that the FCC regulations do not require an incumbent carrier to permit collocation of such equipment. The PSC's determination, however, misinterprets the term "necessary" in Section 251(c)(6) and the term "switching equipment" in the FCC regulations (47 C.F.R. § 51.323(c)). Accordingly, the PSC's decisions violate both the Act and the FCC's implementing regulations.

54. MCI has been aggrieved by the PSC's determination as set forth above and is entitled to declaratory and other equitable relief pursuant to 28 U.S.C. §§ 2201, 2202 and 47 U.S.C. § 252(e)(6).

COUNT FOUR

(Violation of Sections 251 and 252 of the Act)

(Failure to Require Sprint to Pay MCI the Tandem Interconnection Rate for Transport and Termination of Local Traffic)

55. MCI realleges and reaffirms herein the allegations in paragraphs 1 through 54 above.

56. When a Sprint customer makes a local call to an MCI local customer, Sprint will transfer the call to MCI at an interconnection point and MCI will transport and terminate the call to the MCI local customer. When an MCI local customer makes a local call to a Sprint local customer, MCI will similarly transfer the call to Sprint for transport and termination.

57. Section 251(b)(5) of the Act requires local carriers to establish reciprocal compensation arrangements for this transport and termination. Section 252(d)(2) requires transport and termination charges to "provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination" and requires that those costs be determined "on the basis of a reasonable approximation of the additional costs of terminating such calls." That section also specifically prohibits state commissions from engaging "in any rate regulation proceeding to establish with particularity the additional costs of transporting or terminating calls."

58. In rules that are currently stayed, the FCC permitted incumbent carriers to charge higher rates for tandem switched termination. The FCC also concluded that where a new entrant's switch serves a geographic area comparable to

the area served by the incumbent local exchange carrier's tandem switch, the appropriate rate for the new entrant is the incumbent's tandem interconnection rate. 47 C.F.R. § 51.711 (currently stayed on jurisdictional grounds).

59. The Agreement, as adopted by the Commission over MCI's objection, allows Sprint to charge MCI a higher rate for traffic terminated via a tandem switch than for traffic that does not go through a Sprint tandem switch. Arbitration Order at 6-7. The Agreement does not, however, permit MCI to charge the higher tandem-switched rate where MCI's switch serves a geographic area comparable to the area served by Sprint's tandem switch. Arbitration Order at 10.

60. Typically, new entrants such as MCI employ new technologies that, although different from the network architecture of incumbent carriers, perform functions comparable to those performed by the incumbent's tandem switch and serve geographic areas comparable to those served by the incumbent's tandem switch. Incumbent carriers like Sprint most likely will reach their customers using a network of tandem switches, end office switches, interoffice trunks, and relatively short loops, while most new entrants, such as MCI, will serve the same geographic area with a smaller number of switches and a greater investment in loops and fiber rings.

61. Allowing incumbents like Sprint to charge higher prices for termination based on the incumbent carrier's historical choices of network architecture without regard to the symmetrical functions performed by and the geographic area served by new entrants' facilities is inherently non-reciprocal and therefore does not comply with the Act's requirement that rates for transport and termination be "mutual and reciprocal."

62. The failure of the Agreement to require Sprint to pay MCI the tandem interconnection rate for transport and termination where MCI's facilities serve a geographic area comparable to the area served by Sprint's tandem switch violates Sections 251 and 252 of the Act.

63. MCI has been aggrieved by the PSC's determination as set forth above and is entitled to declaratory and other equitable relief pursuant to 28 U.S.C. §§ 2201, 2202 and 47 U.S.C. § 252(e)(6).

COUNT FIVE

(Violation of FCC Regulations Implementing the Act)

64. MCI realleges and reaffirms herein the allegations in paragraphs 1 through 63 above.

65. Section 251(d) of the Act gives the FCC the authority to implement the Act's interconnection, resale, and unbundling provisions by promulgation of regulations. State commissions are required to apply these regulations in their arbitration proceedings and arbitration decisions under Section 252.

66. The PSC's decisions approving the Agreement are inconsistent with numerous FCC regulations, including, *inter alia*, 47 C.F.R. §§ 51.501-51.515, 51.601-51.611, 51.701-51.715, adopted in the First Report and Order. These regulations, among other things, require use of an incremental, forward-looking cost standard based on the use of the most efficient technology currently available and the lowest cost network configuration given the incumbent carrier's existing wire centers for determination of unbundled network element rates and direct the application of "proxy"

rates, including both wholesale rates and network elements rates, in situations in which state public utility commissions cannot conduct complete cost study analyses in the limited time periods provided for arbitration under the Act.

67. Some of these FCC regulations are currently subject to a stay issued by the United States Court of Appeals for the Eighth Circuit pending appellate review. Because a decision by the Court of Appeals is anticipated shortly, this Court may be required to decide in this case whether the PSC's arbitration decisions and the Agreement satisfy the FCC's implementing regulations.

68. To the extent that the PSC's determinations are inconsistent with the FCC's regulations, MCI has been aggrieved by the PSC's determination as set forth above and is entitled to declaratory and other equitable relief pursuant to 28 U.S.C. §§ 2201, 2202 and 47 U.S.C. § 252(e)(6).

PRAYER FOR RELIEF

Wherefore, MCI requests that this Court grant it the following relief:

(a) That the Court declare that the provisions of the Agreement and the PSC's decisions:

(i) failing to set cost-based rates for interconnection and unbundled network elements;

(ii) failing to deaverage unbundled network element rates;

(iii) failing to require Sprint to provide collocation of MCI equipment;

(iv) failing to require Sprint to pay MCI the tandem interconnection rate for transport and termination of local traffic; and

(v) otherwise failing to comply with FCC regulations implementing the Act

violate the 1996 Act and the FCC's implementing regulations.

(b) That the Court reform the Agreement or direct reformation of the Agreement and the inclusion of provisions consistent with the Act, the FCC's regulations and the decision of this Court;

(c) That the Court award MCI such other and further relief as the Court deems just and proper.

Respectfully submitted,

By: _____

Carolyn S. Raepple (FB No.329142)
Ralph A. DeMeo (FB No. 471463)
Richard D. Melson (FB No. 201243)
Hopping Green Sams & Smith, P.A.
123 South Calhoun Street
P. O. Box 6526
Tallahassee, FL 32314
Telephone: (904) 222-7500
Telecopier: (904) 224-8551

Thomas F. O'Neil III
William Single, IV
Matthew B. Pachman
MCI Telecommunications Corp.
1133 19th Street, N.W.
Washington, D.C. 20036
(202) 736-6096

Donald B. Verrilli, Jr.
Maureen F. Del Duca
Thomas J. Perrelli
Jenner & Block
601 13th Street, N.W.
Washington, D.C. 20005
(202) 639-6000

Attorneys for Plaintiffs MCI Telecommunications Corporation and MCImetro Access Transmission Services, Inc.

DATE: June 19, 1997

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA

MCI TELECOMMUNICATIONS CORPORATION, a Delaware Corporation, and MCIMETRO ACCESS TRANSMISSION SERVICES, INC., A Delaware Corporation. Plaintiffs, v. SPRINT-FLORIDA, INCORPORATED, A Florida Corporation; the FLORIDA PUBLIC SERVICE COMMISSION; and SUSAN F. CLARK, J. TERRY DEASON, JOE GARCIA, JULIA L. JOHNSON and DIANE K. KIESLING, in their official capacities as Commissioners of the Florida Public Service Commission, Defendants.	)	Civil Action No.

MCI's COMPLAINT FOR DECLARATORY AND EQUITABLE RELIEF

EXHIBITS

HOPPING GREEN SAMS & SMITH
PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS
123 SOUTH CALHOUN STREET
POST OFFICE BOX 6526
TALLAHASSEE, FLORIDA 32314
(904) 222-7500
FAX (904) 224-8551
FAX (904) 425-3415

Writer's Direct Dial No.
(904) 425-2313

April 16, 1997

Ms. Blanca S. Bayó
Director, Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 961230-TP

Dear Ms. Bayó:

Enclosed for joint filing on behalf of MCImetro Access Transmission Services, Inc. and Sprint-Florida, Incorporated are the signed original and fifteen copies of signature pages to the MCImetro/Sprint Interconnection Agreement 1997 that was filed by the parties on Monday, April 14, 1997.

As indicated in the letter transmitting the earlier document, logistical difficulties prevented filing these signature pages with the original submittal.

If you have any questions regarding this filing, please contact the undersigned.

Very truly yours,

Charles J Rehwinkel by

Charles J. Rehwinkel, for
Sprint-Florida, Incorporated

Richard D. Melson, for
MCImetro Access Transmission
Services, Inc.

RDM/mee
Enclosures
cc: Service List

MCImetro Access Transmission Services, Inc.

By: _____

Name: Donald T. Lynch

Title: Senior Vice-President

Date: 4/15/97

Sprint-Florida, Incorporated

By: _____

Name: Jerry Johns

Title: VP - Law & External Relations

Date: 4/16/97

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery or by UPS Overnight Delivery (*) this 16th day of April, 1997.

Jerry M. Johns (*)
United Telephone Co. of Fla.
Central Telephone Co. of Fla.
555 Lake Border Drive
Apopka, FL 32703

John P. Fons
J. Jeffry Wahlen
Ausley & McMullen
227 S. Calhoun Street
Tallahassee, FL 32301

Charles Rehwinkel
Sprint Communications
1313 Blairstone Road
Tallahassee, FL 32301

Martha Carter Brown
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Attorney

84072.1
COS/961230

001232

HOPPING GREEN SAMS & SMITH
PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS
123 SOUTH CALHOUN STREET
POST OFFICE BOX 6526
TALLAHASSEE, FLORIDA 32314
(904) 222-7500
FAX (904) 224-8551
FAX (904) 425-3415
Writer's Direct Dial No.
(904) 425-2313

JAMES S. ALVES
BRIAN H. BIBEAU
KATHLEEN BLIZZARD
ELIZABETH C. BOWMAN
RICHARD S. BRIGHTMAN
PETER C. CUNNINGHAM
RALPH A. DEMEO
THOMAS M. DEROSE
WILLIAM H. GREEN
WADE L. HOPPING
FRANK E. MATTHEWS
RICHARD D. MELSON
MICHAEL P. PETROVICH
DAVID L. POWELL
WILLIAM D. PRESTON
CAROLYN S. RAEPPLE
DOUGLAS S. ROBERTS
GARY P. SAMS
ROBERT P. SMITH
CHERYL G. STUART

GARY K. HUNTER, JR.
JONATHAN T. JOHNSON
ROBERT A. MANNING
ANGELA R. MORRISON
GARY V. PERKO
KAREN M. PETERSON
R. SCOTT RUTH
W. STEVE SYKES
T. KENT WETHERELL, II

OF COUNSEL
W. ROBERT FOKES

April 14, 1997

FPSC-RECORDS/REPORTING

Ms. Blanca S. Bayó
Director, Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 961230-TP

Dear Ms. Bayó:

Enclosed for filing, by this joint submittal, are the original and fifteen copies of the MCImetro/Sprint Interconnection Agreement 1997 ("Agreement"). This Agreement is being filed pursuant to Order No. PSC-97-0294-FOF-TP, which requires the parties to file their written agreement within 30 days of the date of the issuance of the order. As a result of this filing, Sprint's pending motion for extension of time can be regarded as moot.

The Agreement has not yet been fully executed due to the logistical difficulties of getting authorized signatures. The parties expect to submit original signature pages to the Commission within a few days.

The Agreement is a hybrid of negotiation and arbitration. Some aspects were negotiated prior to arbitration. Other aspects were contingent upon Commission decisions in other arbitration dockets. Still others were the result of Commission decisions in this arbitration docket. Finally, portions of the agreement were negotiated subsequent to the Commission vote and are intended to supplant those aspects of the arbitration decision.

The parties believe that the resulting Agreement should be approved as an arbitrated agreement pursuant to Section 252(e) of the Telecommunications Act of 1996.

The filing of the Agreement does not affect Sprint's pending motion for reconsideration of Order No. PSC-97-0294-FOF-TP. Pursuant to Section 2.2 of the Agreement, the parties will amend

the Agreement as appropriate to incorporate the results of any order on reconsideration.

If you have any questions regarding this filing, please do not hesitate to call.

Sincerely,

Charles J. Rehwinkel
For Sprint-Florida, Inc.

Richard D. Melson
For MCImetro Access Transmission Services, Inc.

RDM/mee
Enclosure

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery or by UPS Overnight Delivery (*) this 14th day of April, 1997.

Jerry M. Johns (*)
United Telephone Co. of Fla.
Central Telephone Co. of Fla.
555 Lake Border Drive
Apopka, FL 32703

John P. Fons
J. Jeffry Wahlen
Ausley & McMullen
227 S. Calhoun Street
Tallahassee, FL 32301

Charles Rehwinkel
Sprint Communications
1313 Blairstone Road
Tallahassee, FL 32301

Martha Carter Brown
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Attorney

84072.1
COS/961230

MCImetro/SPRINT
INTERCONNECTION AGREEMENT 1997

This MCImetro/Sprint Interconnection Agreement 1997 (the "Agreement"), effective *[insert date],* 1997 (the "Effective Date"), is entered into by and between MCImetro Access Transmission Services, Inc. ("MCIm"), a Delaware corporation, [on behalf of itself and its Affiliates,] and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation, to establish the rates, terms and conditions for Local Interconnection, Local Resale, and purchase of unbundled Network Elements (individually referred to as the "service" or collectively as the "services").

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

WHEREAS, MCIm wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale") and Sprint is willing to provide such service; and

WHEREAS, MCIm wishes to purchase on an unbundled basis Network Elements, ancillary services and functions, and additional features ("Network Elements"), separately or in any combination, and to use such services for itself or for the provision of its Telecommunications Services to others, and Sprint is willing to provide such services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, Rules and Regulations of the Florida Public Service Commission (the "Commission");

NOW, THEREFORE, in consideration of the terms and conditions contained herein, MCIm and Sprint hereby mutually agree as follows:

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each Party with respect to the purchase and sale of Local Interconnection, Local Resale and Network Elements. This Part A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in Part B -- Definitions, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act and the FCC's Rules and Regulations. Part C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

I. Price Schedule
II. Local Resale
III. Network Elements
IV. Interconnection
V. Collocation
VI. Rights of Way
VII. Number Portability
VIII. Business Process Requirements
IX. Credits for Performance Standards Failures

1.2 Sprint shall provide the services pursuant to this Agreement. Sprint shall provide the services in any combination requested by MCIm. Sprint shall not discontinue any service provided or required hereunder without providing MCIm prior written notice of such discontinuation of service. Sprint agrees to cooperate with MCIm with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. Sprint will not discontinue any Network Element or Combination provided hereunder or reconfigure, reengineer or otherwise redeploy its network in a manner which affects MCIm's service provided using Network Elements or Combinations provided hereunder or Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint: (i) complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations; (ii) with respect to discontinued Network Elements or Combinations, cooperates with MCIm and uses reasonable efforts to determine a reasonable alternative, if one exists, to the Network Element or Combination which is to be discontinued

and to implement such alternative prior to discontinuance of such Network Element or Combination; and (iii) with respect to a network change, cooperates with MCIm to find a reasonable alternative, if one exists, to the changed network to allow MCIm to provide Telecommunications Services as if the change was not made. Sprint agrees that all obligations undertaken pursuant to this Agreement, including without limitation, performance standards, intervals, and technical requirements are material obligations.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and MCIm shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. MCIm shall not order services under this Agreement until such Commission approval has been obtained or as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2 In the event the FCC or the Commission promulgates rules or regulations or issues orders, or a court with appropriate jurisdiction issues orders which conflict with or make unlawful any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 23 (Dispute Resolution Procedures) hereof.

2.3 In the event Sprint is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Sprint shall: (i) use best efforts to consult with MCIm reasonably in advance of such filing about the form and substance of such filing; (ii) provide to MCIm its proposed tariff prior to such filing; and (iii) take all steps reasonably necessary that do not conflict with such governmental authority or agency requirement to ensure that such tariff or other filing imposes obligations upon Sprint that are as close as possible to those provided in this Agreement and preserve for MCIm the full benefit of the rights otherwise provided in this Agreement. Except as otherwise permitted under this Section 2.3, in no event shall Sprint file any tariff that

purports to govern the services provided hereunder that is inconsistent with the rates and other terms and conditions set forth in this Agreement. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect. Notwithstanding the foregoing, nothing in this Agreement shall be deemed or construed to prohibit Sprint from charging rates to MCIm under this Agreement if such rates are cost-based rates adopted by Sprint following approval of such rates by the Commission in a generic cost proceeding in which MCIm has or had the opportunity to participate, which generic cost proceeding may have been initiated by Sprint by a tariff filing or otherwise.

2.4 The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

Section 3. Term of Agreement

This Agreement shall become binding upon the Effective Date and continue for a period of three (3) years from the Commission approval date ("Approval Date"), unless earlier terminated or withdrawn in accordance with Section 20 (Termination). Renewal after the initial term for successive one (1) year terms shall be at MCIm's option upon written notice to Sprint.

Section 4. Charges and Payment

In consideration of the services provided by Sprint under this Agreement, MCIm shall pay the charges set forth in Attachment I subject to the provisions of Section 2.3 hereof. The billing and payment procedures for charges incurred by MCIm hereunder are set forth in Attachment VIII.

Section 5. Assignment and Subcontract

5.1 Any assignment of any right, obligation or duty, or of any other interest hereunder, in whole or in part, by either Party to any non-affiliated entity, without the prior written consent of the other Party shall be void. A Party assigning this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment hereof shall relieve the assignor of its obligations under this Agreement.

5.2 If any obligation is performed by a subcontractor or Affiliate, Sprint shall remain fully responsible for the performance of this Agreement in

accordance with its terms. MCIm may request the dismissal of a subcontractor in the event MCIm reasonably believes such subcontractor is not properly performing services hereunder. Sprint shall respond to such request within seven (7) business days from receipt thereof.

5.3 Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then:

5.3.1 If the acquiring party is an Incumbent Local Exchange Carrier ("ILEC") in that state and MCIm already has an interconnection and/or resale agreement with that ILEC, then this Agreement shall terminate on the closing date of the sale or trade with regard to the relevant exchange(s); or

5.3.2 In the event the acquiring Party is not an ILEC in that state, or is an ILEC in that state but does not have an interconnection and/or resale agreement with MCIm, then Sprint shall have the right to assign its rights, obligations, and duties under this Agreement with regard to the relevant exchange(s) without MCIm's permission to the acquirer of such assets, provided the acquirer has assumed the rights, duties, and obligations of Sprint.

Section 6. Compliance with Laws

All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the FCC's First Report and Order in CC Docket No. 96-98, released August 8, 1996 and FCC's Second Report and Order in CC Docket No. 96-98, released August 8, 1996, as amended from time to time (the "FCC Interconnection Order"). Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the Act or FCC Rules and Regulations applicable to this Agreement are held invalid, this Agreement shall survive, and the Parties shall promptly renegotiate any provisions of this Agreement which, in the absence of such invalidated Act, rule or regulation, are insufficiently clear to be effectuated.

Section 7. Governing Law

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

Section 8. Relationship of Parties

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

Section 9. No Third Party Beneficiaries

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

Section 10. Intellectual Property Rights and Indemnification

10.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arisé by estoppel. It is the responsibility of each Party to ensure, at no separate, additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging MCIm for such costs as permitted under a Commission order.

10.2 The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for

any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

Section 11. Indemnification

11.1 Notwithstanding any limitations in remedies contained in this Agreement, each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 11 and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense; provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.

11.3 The Indemnifying Party will not be liable under this Section 11 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

Section 12. Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not

be limited by the provisions of this Section 12 in the event of its willful or intentional misconduct, including gross negligence, or its repeated breach of any one or more of its material obligations under this Agreement. A Party's liability shall not be limited with respect to its indemnification obligations.

Section 13. Warranties

13.1 Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level no less than the highest level which it uses for its own operations, or those of its Affiliates, but in no event shall a Party use less than reasonable care in the performance of its duties hereunder.

13.2 As of the Approval Date, unless otherwise agreed in writing by MCIm, Sprint warrants that Local Interconnection will be provided at Parity. Such Local Interconnection shall be provided on the basis set forth in Attachment IV. Sprint shall have the full burden of proving that a requested Interconnection Point ("IP") is not technically feasible. To the extent Sprint proves infeasibility, Sprint shall notify MCIm if Sprint knows of, or if not, will cooperate with MCIm to find, an alternative IP which will not impair MCIm's ability to provide its Telecommunications Services.

13.3 As of the Approval Date, unless otherwise agreed in writing by MCIm, Sprint warrants that it will provide to MCIm on a nondiscriminatory basis, at Parity, unbundled Network Elements including, but not limited to, local loop, network interface device, local switching, tandem switching, interoffice transmission facilities, signaling networks and call-related databases, and operator services and directory assistance, at any technically feasible points requested by MCIm, and all operations support systems used and useful in the preordering, ordering, provisioning, maintenance, billing, and repair associated directly or indirectly with unbundled Network Elements pursuant to an agreed-upon schedule. Sprint warrants that it will provide to MCIm on a nondiscriminatory basis, at Parity, ancillary services including, but not limited to, 911 and basic directory listings, at any technically feasible points requested by MCIm, and all operations support systems used and useful in the preordering, ordering, provisioning, maintenance, billing and repair associated directly or indirectly with such ancillary services pursuant to an agreed upon schedule. Sprint further warrants that these services, or their functional components, will contain all the same features, functions, and capabilities and be provided at a level of quality at least equal to the highest level which Sprint provides to itself or its Affiliates. Sprint shall have the full burden of proving that access requested by MCIm is not technically feasible. To the extent Sprint proves: (i) infeasibility, or (ii) if feasible, that such access is proprietary to Sprint, Sprint shall notify MCIm if Sprint

knows of, or if not, will cooperate with MCIm to find, an alternative service which will not impair MCIm's ability to provide its Telecommunications Services.

13.4 Sprint warrants that it will provide to MCIm nondiscriminatory access to Poles, ducts, Conduits, and other Rights of Way, owned or controlled by Sprint, using capacity currently available or that can be made available. Sprint shall have the full burden of proving that such access is not technically feasible. To the extent Sprint proves infeasibility, Sprint shall notify MCIm if Sprint knows of, or if not, will cooperate with MCIm to find, suitable alternative access which will not impair MCIm's ability to provide its Telecommunications Services.

13.5 Sprint warrants that it will provide nondiscriminatory access to telephone numbers.

13.6 Sprint warrants that it will provide to MCIm, in a competitively-neutral fashion, interim number portability with the same features, functions and capabilities that Sprint provides to any other party including its Affiliates, and with as little impairment of functioning, quality, reliability, and convenience as possible, and that it will provide such service as required by the FCC in Telephone Number Portability, CC Docket No. 95-116, First Report and Order, released July 2, 1996, and Commission orders.

13.7 Sprint warrants that it will provide to MCIm, in a competitively-neutral fashion, dialing parity for local exchange service and interexchange service with the same features, functions and capabilities that Sprint provides to itself or its Affiliates, as required by the FCC in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Second Report and Order and Memorandum Opinion and Order, FCC 96-333, released Aug. 8, 1996, and relevant Commission orders and rules so that MCIm's subscribers experience no greater post-dial delay than similarly-situated Sprint subscribers, and are not required to dial any greater number of digits than similarly-situated Sprint subscribers.

13.8 Sprint warrants that with respect to Local Resale, and upon implementation of electronic access to Sprint's operations support systems pursuant to an agreed-upon schedule, order entry, provisioning, installation, trouble resolution, maintenance, customer care, billing, and service quality will be provided at least as expeditiously as Sprint provides for itself or for its own retail local Telecommunications Service or to others, or to its Affiliates, and that it will provide such services to MCIm in a competitively-neutral fashion and at a level of quality which allows MCIm in turn to provide Local Resale at a level of quality equal to the highest level of quality Sprint provides for itself for its own retail local

Telecommunications Service or to others, or to its Affiliates. Sprint warrants further that it will impose no restrictions on MCIm's resale of Telecommunications Services unless specifically sanctioned by the FCC or the Commission.

13.9 Sprint warrants that it will provide on a nondiscriminatory basis space on its premises for physical or virtual Collocation, as MCIm may specify, for equipment necessary for MCIm's interconnection and access to unbundled Network Elements as required by the FCC or the Commission.

13.10 The Bellcore, ANSI and other such standards referred to in this Agreement, and the Attachments and Appendices hereto, are guidelines established to inform the telecommunications industry about equipment specifications. Bellcore, ANSI, and other standards bodies do not warrant or guarantee that following the specifications set forth in such standards will produce the technical results or safety originally intended. Sprint agrees to adhere to the technical requirements contained in the Bellcore, ANSI, and other standards referred to herein, provided that the applicable standards will be those existing at the time the equipment to which the standards refer is placed into service by Sprint. With respect to such standards, Sprint agrees to provide MCIm Parity for the functionality offered by Sprint pursuant to this Agreement. Sprint makes no representation or warranty, express or implied, with respect to the sufficiency, accuracy or utility of any information or opinion contained in the Bellcore, ANSI, and other such standards referred to in this Agreement, and the Attachments and Appendices hereto.

Section 14. Notices

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

To MCIm: MCImetro Access Transmission Services, Inc.
8521 Leesburg Pike
Vienna, VA 22182

Copy to: General Counsel
MCI Communications Corporation
1801 Pennsylvania Ave, N.W.
Washington, DC 20006

To Sprint: Director-Local Carrier Markets
Sprint Local Telecommunications Division
2330 Shawnee Mission Parkway
Westwood, KS 66205

Mailstop: KSFRWA0301

Copy to: Vice President-Law and External Relations
555 Lake Border Drive
Apopka, FL 32703

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 14.

Section 15. Remedies

15.1 **Specific Performance**

15.1.1 In addition to any other rights or remedies, and unless specifically provided herein to the contrary, either party may sue in equity for specific performance.

15.2 In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all non-recurring charges associated with reestablishing the subscriber's local service with the original local carrier. Should Sprint fail to change a subscriber to MCIm pursuant to the terms of this agreement, and upon notice by MCIm to Sprint that such a failure occurred, then Sprint shall immediately change the subscriber to MCIm and shall waive all non-recurring charges normally associated with such a change.

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

Section 16. Waivers

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

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

16.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 17. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 10, 11, 12, 20.3, 20.4, 21, 22, 26 and 27.

Section 18. Force Majeure

18.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of MCIm.

18.2 During the pendency of a general strike by Sprint's employees, Sprint shall provide Local Service, Network Elements and Combinations to MCIm at parity to the services provided by Sprint to its subscribers.

Section 19. Non-Discriminatory Treatment

19.1 If, at any time while this Agreement is in effect, Sprint provides any service provided under this Agreement to a Telecommunications Carrier, as defined in 47 Code of Federal Regulations Part 51.5, on terms different from those available under this Agreement, then MCIm may opt to adopt such service upon the same rates, terms, and conditions as those provided to said Telecommunications Carrier in lieu of or in addition to the rates, terms and conditions applicable under this Agreement for its own arrangements with Sprint (hereinafter "MFN Obligations"). Subject to the last sentence of this paragraph, this Agreement shall thereupon be deemed amended to include any such services not previously provided for under this Agreement. Upon expiration of the term of such other agreement for interconnection arrangement, resale of Telecommunications Services, or category of Network Elements, the provision thus adopted shall cease to apply and shall revert to the corresponding provision of this Agreement, for all services provided for under this Agreement prior to MCIm's exercising this option, or in the case of all other services shall continue to be provided to MCIm at the rate agreed by the Parties.

19.2 Notwithstanding the above, the MFN Obligations shall not apply to any service as to which Sprint has established before the Commission, or otherwise established to the reasonable satisfaction of MCIm, that:

19.2.1 The costs of providing the interconnection arrangement, resale of Telecommunications Services, or category of Network Elements to MCIm are greater than the costs of providing same to the Telecommunications Carrier that originally negotiated such agreement;

19.2.2 The provision of a particular interconnection arrangement, resale of Telecommunications Services, or category of Network Elements to MCIm is not technically feasible;

19.2.3 Pricing is provided to a third party for a cost-based term or cost-based volume discount offering and MCIm seeks to adopt the cost-based term or cost-based volume discount price without agreeing to all or substantially all of the terms and conditions of the cost-based term or cost-based volume discount offering;

19.2.4 Pricing is provided to a third party on a dissimilar (*e.g.*, deaveraged vs. averaged price) basis, MCIm may only elect to amend this Agreement to reflect all such differing pricing (but not

less than all) by category of Network Element or resale of Telecommunications Services in its entirety, contained in such third party agreement; or

19.2.5 Interconnection arrangement, resale of Telecommunications Services, or Network Elements are provided to a third party in conjunction with material terms or conditions related to functionality that directly impact the provisioning of said service and MCIm seeks to adopt such interconnection arrangement, resale of Telecommunications Services, or Network Elements without inclusion of all or substantially of all said material terms or conditions.

19.2.6 The Parties acknowledge Sprint's intentions to seek changes to Section I of the Interconnection Agreement between MFS Communications Company, Inc. ("MFS") and Sprint-Florida, Incorporated f/k/a United Telephone Company of Florida, dated as of September 19, 1996, ("MFS Agreement"). Notwithstanding MCIm's option to elect other terms pursuant to this section 19, the Parties expressly stipulate that in no event shall the terms contained in Section I of Schedule 1.0 of the MFS Agreement be made available to MCIm prior to January 1, 1998. However, if Sprint ceases or concludes its efforts to obtain the changes, whether through agreement with MFS or regulatory action, or if MFS and Sprint exchange local traffic to which compensation for call termination applies pursuant to the MFS agreement, prior to January 1, 1998 this stipulation becomes inapplicable. In such event, Sprint must notify MCIm within five business days, and such stipulation shall terminate.

Section 20. Termination

20.1 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

20.1.1 If such material breach is for non-payment of amounts due hereunder pursuant to Attachment VIII, Section 3.1.18 ("Bill Reconciliation"), the breaching Party shall cure such breach within forty-five (45) days of receiving such notice and if it does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof, and shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision.

20.1.2 If such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) days or within a period of time equivalent to the applicable interval required by this Agreement, whichever is shorter, and if the breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection 20.1.2 may be given electronically or by facsimile and in such case shall be deemed received when sent.

20.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching Party may, at its sole option terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

20.2 MCIm may terminate this Agreement in whole or in part at any time for any reason upon sixty (60) days prior written notice, except with respect to termination of any particular service(s), in which case, upon thirty (30) days prior written notice. MCIm's sole liability shall be payment of amounts due for services provided up to the date of termination.

20.3 In the event of any termination under this Section 20, Sprint agrees to provide for an uninterrupted transition of services to MCIm or another vendor designated by MCIm. Such transition period shall not exceed three (3) months in length unless it is technically infeasible, in which case the Parties will negotiate in good faith an extension thereof, and MCIm agrees to continue to pay for any and all services it uses during such transition period.

20.4 Notwithstanding any termination hereof, the Parties shall continue to comply with their obligations under the Act to provide interconnection.

Section 21. Confidentiality and Publicity

21.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 21. All

information which is disclosed by one Party ("Discloser") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Discloser and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the Rules and Regulations of the FCC ("Confidential and/or Proprietary Information").

21.1.1 For a period of five (5) years from receipt of Confidential Information, Recipient shall: (i) use it only for the purpose of performing under this Agreement; (ii) hold it in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement; and (iii) safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. Recipient must obtain written authorization from Discloser before disclosing Confidential Information to any third party agent or consultant, and such third party must have executed a written agreement comparable in scope to the terms of this Section 21.

21.1.2 Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the Recipient's possession free of restriction prior to its receipt from the Discloser; (ii) which becomes publicly known or available through no breach of this Agreement by Recipient; (iii) which is rightfully acquired by Recipient free of restrictions on its disclosure; or (iv) which is independently developed by the personnel of Recipient to whom the Discloser's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Discloser has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

21.1.3 Each Party agrees that the Discloser would be irreparably injured by a breach of this Section 21 by Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 21. Such remedies shall

not be exclusive, but shall be in addition to all other remedies available at law or in equity.

21.2 CPNI related to MCIm's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be MCIm's Proprietary Information and may not be used by Sprint for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the MCIm subscriber expressly directs MCIm to disclose such information to Sprint pursuant to the requirements of Section 222(c)(2) of the Act. If Sprint seeks and obtains written approval to use or disclose such CPNI from MCIm's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, Sprint may use or disclose only such information as MCIm provides pursuant to such authorization and may not use information that Sprint has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to Sprint's subscribers obtained by virtue of Local Interconnection shall be Sprint's Proprietary Information and may not be used by MCIm for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the Sprint subscriber expressly directs Sprint to disclose such information to MCIm pursuant to the requirements of Section 222(c)(2) of the Act. If MCIm seeks and obtains written approval to use or disclose such CPNI from Sprint's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) of the Act and, in the event such authorization is obtained, MCIm may use or disclose only such information as Sprint provides pursuant to such authorization and may not use information that MCIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

21.3 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 21.3 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

21.4 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this

Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

21.5 Except as otherwise expressly provided in this Section 21, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law including, without limitation, Section 222 of the Act.

Section 22. Audits and Examinations

22.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement. The auditing Party may perform up to two (2) Audits per twelve (12) month period commencing with the Effective Date. The auditing Party may perform Examinations as the auditing Party deems necessary. Audits must be separated by no less than five (5) months.

22.2 Upon thirty (30) days written notice by the auditing Party to the audited Party, the auditing Party shall have the right through its authorized representative to make an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. The audited Party agrees to provide Audit or Examination support, including appropriate access to and use of audited Party's facilities (*e.g.*, conference rooms, telephones, and copying machines).

22.3 Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extractions required by the auditing Party to conduct the Audit or Examination will be paid for by the auditing Party. For purposes of this Section 22.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the auditing Party's specifications and at the auditing Party's expense, the

auditing Party shall specify at the time of request whether the program is to be retained by the audited Party for reuse for any subsequent auditing Party Audit or Examination.

22.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from the auditing Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The Party responsible for the error shall either forgo interest if they underbilled the other Party, or pay interest if they were responsible for the other Party's underbilling.

22.5 Neither such right to Examine and Audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

22.6 This Section 22 shall survive expiration or termination of this Agreement for a period of two (2) years after the expiration or termination of this Agreement.

22.7 The rights set forth in this Section 22 are in addition to the audit rights of either Party available under Attachment III, Sections 13.4.1 and 13.4.2.15; Attachment IV, Section 8.2; and Attachment VIII, Section 4.1.1.13.

Section 23. Dispute Resolution Procedures

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

Section 24. Bona Fide Request Process for Further Unbundling

24.1 MCIm may at any time request, and Sprint shall promptly consider and analyze, access to a new unbundled Network Element described in a Network Element Bona Fide Request ("BFR") hereunder. The Network Element BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct 19, 1992) paragraph 259 and n.603.

24.2 A Network Element BFR shall be submitted in writing to an address provided by Sprint and shall include a technical description of each requested Network Element.

24.3 MCIm may cancel a Network Element BFR at any time, but shall pay Sprint's reasonable and demonstrable costs of processing and/or implementing the Network Element BFR up to the date of cancellation.

24.4 Sprint shall make commercially reasonable efforts to acknowledge receipt of the Network Element BFR within three (3) calendar days of receipt, but in no event later than ten (10) calendar days of receipt.

24.5 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a Network Element BFR, Sprint shall provide to MCIm a preliminary analysis of such Network Element BFR. The preliminary analysis shall confirm that Sprint will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

24.6 Upon receipt of the preliminary analysis, MCIm shall notify Sprint of its intent to proceed or not to proceed within thirty (30) calendar days.

24.7 Sprint shall promptly proceed with the Network Element BFR upon receipt of written authorization from MCIm. When it receives such authorization, Sprint shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

24.8 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the Network Element BFR, Sprint shall provide to MCIm a Network Element BFR quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates (developed in accordance with Commission or FCC-approved pricing methodologies) and the installation intervals.

24.9 Within thirty (30) calendar days of its receipt of the Network Element BFR quote, MCIm must either confirm its order for the Network Element BFR pursuant to the Network Element BFR quote.

24.10 If a Party to a Network Element BFR believes that the other Party is not requesting, negotiating or processing the Network Element BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act, or may invoke the dispute resolution provisions of this Agreement.

Section 25. Branding

25.1 In all cases in which Sprint has control over handling of Operator and Directory Assistance Services MCIm may provide using services provided by Sprint under this Agreement, Sprint shall, where technically feasible, at MCIm's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as MCIm services, or otherwise as MCIm may specify, or be provided with no brand at all, as MCIm shall determine. Sprint shall provide, for MCIm's review and approval, the methods and procedures, training and approaches to be used by Sprint to assure that Sprint meets MCIm's branding requirements for such Operator and Directory Assistance Services. Sprint may not unreasonably interfere with branding by MCIm; provided, that if there are technical limitations as to the number of ILECs that Sprint can brand for, branding will be made available to MCIm hereunder on a first come, first serve basis.

25.2 MCIm shall provide the exclusive interface to MCIm subscribers, except as MCIm shall otherwise specify. In those instances where MCIm requires Sprint personnel to interface with MCIm subscribers, such Sprint personnel shall inform the MCIm subscribers that they are representing MCIm, or such brand as MCIm may specify.

25.3 All forms, business cards or other business materials furnished by Sprint to MCIm subscribers shall bear no corporate name, logo, trademark or tradename, except that should MCIm so desire, Sprint will affix upon each such form or other business materials in the position specified by MCIm a sticker supplied by MCIm branding such form as MCIm's or such other brand as MCIm shall determine.

25.4 Except as specifically permitted by MCIm, in no event shall Sprint provide information to MCIm subscribers about MCIm or MCIm's products or services.

25.5 This Section 25 shall confer on Sprint no rights to the service marks, trademarks and trade names owned by or used in connection with services by MCIm or its Affiliates, except as expressly permitted by MCIm.

Section 26. Taxes

Any Federal, state or local excise, sales, use or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

Section 27. Responsibility for Environmental Contamination

27.1 MCIm shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or release of any Environmental Hazard that MCIm did not introduce to the affected work location. Sprint shall notify MCIm of any known presence of any Environmental Hazard at any work location. Sprint hereby releases, and shall also indemnify, defend (at MCIm's request) and hold harmless MCIm and each of MCIm's officers, directors and employees from and against any losses and expenses that arise out of or result from: (i) any Environmental Hazard that Sprint, its contractors or its agents introduce to the work locations; or (ii) any other presence or release of any Environmental Hazard at any work location, except as provided in Section 27.2 of this Part A; provided that in the event that prior to MCIm or its employees, contractors or agents entering a work location Sprint fully informs MCIm in writing of an Environmental Hazard at such work location and Sprint complies with all obligations it has with respect thereto, then Sprint shall not be obligated to indemnify MCIm for losses and expenses arising out of injuries to MCIm employees, contractors or agents resulting from their exposure to such Environmental Hazard, except to the extent such injuries are the result of, in whole or part, the acts of any Sprint employee, contractor or agent.

27.2 Prior to MCIm or its employees, contractors, or agents introducing an Environmental Hazard into a work location, MCIm shall inform Sprint in

writing of its planned actions at such work location and MCIm warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. Sprint shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or release of any Environmental Hazard that MCIm introduces to the affected work location. MCIm shall indemnify, defend (at Sprint's request) and hold harmless Sprint and each of Sprint's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that MCIm, its contractors or its agents introduce to the work location, unless such losses and expenses arise out or result from the negligent acts of any Sprint employee, contractor or agent.

27.3 In the event any suspect materials within Sprint-owned, operated or leased facilities are identified to be asbestos-containing, MCIm will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such MCIm activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by MCIm or equipment placement activities that result in the generation of asbestos-containing material, MCIm shall not have any responsibility for managing, nor be the owner of, nor have any liability for or in connection with, any asbestos containing material. Sprint agrees to immediately notify MCIm if Sprint undertakes any asbestos control or asbestos abatement activities that potentially could affect MCIm equipment or operations including, but not limited to, contamination of equipment.

27.4 Within five (5) business days of MCIm's request for any IP or space, Sprint shall provide any information in its possession or available to it regarding the environmental conditions of the IP route or location or the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of asbestos, lead paint, hazardous substance contamination, or radon. Information is considered "available" under this Agreement if it is in Sprint's possession, or the possession of a current agent, contractor, or employee of Sprint's. The Parties shall cooperate to obtain any such information regarding environmental conditions from any lessor or tenant of Sprint in any case such information is requested by MCIm.

27.5 If the space provided for the placement of equipment, interconnection, or provision of service contains environmental contamination or hazardous material particularly, but not limited to, asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, Sprint shall offer an alternative space, if available, for MCIm's consideration. If interconnection is

complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, Sprint shall make such alternative route available for MCIm's consideration.

27.6 Subject to Sprint's standard security procedures, which procedures will be provided to MCIm, Sprint shall allow MCIm at MCIm's expense to perform any environmental site investigations including, but not limited to, asbestos surveys, which MCIm deems to be necessary in support of its Collocation needs.

Section 28. Amendments and Modifications

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

Section 29. Severability

Subject to Section 2 (Regulatory Approvals), if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 30. Headings Not Controlling

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

Section 31. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. This Agreement shall expressly supersede the Interconnection and Compensation Agreement between MCIm and United Telephone Company of Florida effective September 26, 1996.

Section 32. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 33. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 34 ***Implementation Team and Implementation Plan***

34.1 **Implementation Team.** This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder. Within five (5) days after the Effective Date, each Party shall designate, in writing, not more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives on the Implementation Team by delivering written notice thereof to the other Party. Each Party represents and warrants that its representatives on the Implementation Team shall have authority to make decisions on behalf of such Party and bind such Party.

34.2 **Implementation Plan.** Within ninety (90) days after the date on which the Commission (or the FCC if the Commission fails to act) approves this Agreement under Section 252 of the Act, the agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan"). The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

(1) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections (including signaling) specified in Attachment IV and the trunk groups specified in Attachment IV and, including standards and procedures for notification and discoveries of trunk disconnects;

(2) disaster recovery and escalation provisions;

(3) Access to Operations Support Systems functions provided hereunder, including interfaces and gateways;

(4) Escalation procedures for ordering, provisioning, billing, and maintenance;

(5) Single points of contact for ordering, provisioning, billing, and maintenance;

(6) Service ordering and provisioning procedures, including provision of the trunks and facilities;

(7) Provisioning and maintenance support;

(8) Conditioning and provisioning of Collocation space and maintenance of Virtually Collocated equipment;

(9) Procedures and processes for Directories and Directory Listings;

(10) Service referral procedures, including procedures for handling misdirected inquiries and calls and procedures for handling out-of-service or irate Customers;

(11) Training;

(12) Billing processes and procedures, including measurements and ratings;

(13) Network planning components, including system architecture, planning SONET equipment configuration, fiber hand-off, test and acceptance of SONET ring, trunking, signaling, and augment process;

(14) Joint systems readiness and operational readiness plans;

(15) Appropriate testing of services, equipment, facilities and Network Elements;

(16) Monitoring of inter-company operational processes;

(17) Procedures for coordination of local PIC changes and processing;

(18) Information regarding reporting and levels of content for performance benchmark records;

(19) Performance Standards;

(20) Physical and network security concerns; and

(21) Such other matters specifically referenced in this Agreement as to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.

34.3 **Action of Implementation Team.** The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Plan. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

34.4 Except as otherwise agreed upon by the Parties, on a mutually agreed-upon day and time once a month during the Term, the Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly meeting the Parties will discuss: (i) the administration and maintenance of the Interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services provided under this Agreement; (iii) the Parties' compliance with the Performance Benchmarks set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties through their representatives on the Implementation Team or such other appropriate representatives will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

34.5 **Dispute Resolution.** If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part A Section 23.

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

MCImetro Access Transmission Services, Inc.

By: Donald T. Lynch

Name: Donald T. Lynch

Title: Senior Vice-President

Date: 4/15/97

Sprint-Florida, Incorporated

By: [signature]

Name: Jerry Johns

Title: VP - Law & External Relations

Date: 4/16/97

3.2 **Base Line Resale Discount.** The Base Line Resale Discount is included in Table 1 of this Attachment.

Section 4. Interconnection and Reciprocal Compensation

4.1 The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment IV of this Agreement.

4.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations including but not limited to Order PSC-96-1231-FOF-PP, Docket Number 95-0985-PP, and consistent with the provisions of Attachment IV of this Agreement.

4.3 Where a toll call is completed through Sprint's Interim Number Portability ("INP") arrangement (*e.g.*, remote call forwarding, flexible DID, *etc.*) to an MCIm subscriber, MCIm shall be entitled to applicable access charges in accordance with FCC and Commission Rules and Regulations.

4.4 MCIm shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Attachment when MCIm uses a Sprint access tandem to terminate a local call to a third party Local Exchange Carrier ("LEC") or another Competitive Local Exchange Carrier ("CLEC"). Sprint shall pay MCIm a transit rate equal to the Sprint rate referenced above when Sprint uses an MCIm Switch to terminate a local call to a third party LEC or another CLEC.

Section 5. Unbundled Network Elements

The charges that MCIm shall pay to Sprint for Network Elements are set forth in Table 1 of this Attachment I.

FLORIDA

LOCAL SERVICE RESALE

BASE LINE RESALE DISCOUNT

CATEGORY I	CATEGORY 2
All Services Except Operator Services & Directory Assistance	Operator Services & Directory Assistance
19.4%	12.1%

NETWORK ELEMENT PRICE LIST - SPRINT FLORIDA
DOCKET # 961230 - TP
(03/14/97)

RATE ELEMENT	SOURCE	RECURRING RATE	NRC
	SPRINT TELRIC COST STUDY		
Service Order NRC			$25.15
Service Order Listing Only			$20.82
Central Office Interconnection Charge			$10.27
Trip Charge			$18.41
Outside Plant Interconnection (2-W)			$59.75
Outside Plant Interconnection (4-W)			$74.72
NID Installation Charge			$37.36
NID Connection Charge			$18.68
Testing			$1.42
Loop Rework Charge (2-W)			$37.38
Loop Rework Charge (4-W)			$62.41
Trouble Isolation and Testing			$66.58
NID	SPRINT TELRIC COST STUDY		
1 Line		$0.79	
2 Line		$0.95	
Smart Jack		$12.37	
HDSL		$24.82	
LOOP	SPRINT TELRIC COST STUDY		
Analog 2-wire Band 1		$15.00 #	
Analog 2-wire Band 2		$15.00 #	
Analog 2-wire Band 3		$15.00 #	
Analog 2-wire Band 4		$15.00 #	
Analog 2-wire Band 5		$15.00 #	
Analog 2-wire Band 6		$15.00 #	
Analog 2-wire Band 7		$15.00 #	
Analog 2-wire Band 8		$15.00 #	
LOCAL SWITCHING	SPRINT TELRIC COST STUDY		
Band 1		$5.82 #	
Band 2		$7.72 #	
Band 3		$8.99 #	
Band 4		$10.08 #	
Band 5		$11.66 #	
Band 6		$13.83 #	
Interstate CCL Orig *	Interstate Access Tariff	$0.010000	
Interstate CCL Term *		$0.015561	

# Indicates an Interim Rate

RATE ELEMENT	SOURCE	RECURRING RATE	NRC
RIC *		$0.005213	
Intrastate CCL Orig *	Intrastate Access Tariff	$0.025800	
Intrastate CCL Term *		$0.033600	
RIC *		$0.010824	
LOOP & PORT COMB. DISCOUNT	SPRINT TELRIC COST STUDY		
(1 Line NID, 2 Wire Loop, & Basic Port)		$ #	
FEATURES	SPRINT TELRIC STUDY		
CCF Package *		$ #	$ #
CLASS Package *		$ #	$ #
CENTREX Package *		$ #	$ #
- 3-Way Conf/Consult/Hold Transfer		$ #	$ #
- Conf Calling - 6 Way Station Control		$ #	$ #
- Dial Transfer to Tandem Tie Line		$ #	$ #
- Direct Connect		$ #	$ #
- Meet-Me Conference		$ #	$ #
- Multi-Hunt Service		$ #	$ #
INTERIM NUMBER PORTABILITY	* will be determined in Florida Docket 950737-TP		
RCF Residential		$0.00 *	$0.00 *
RCF Business		$0.00 *	$0.00 *
Call Path Residential		$0.00 *	$0.00 *
Call Path Business		$0.00 *	$0.00 *
TANDEM SWITCHING	SPRINT TELRIC COST STUDY		
		$0.002750	
TRANSPORT	Interstate Access Tariff	Fixed # Per Mile #	
Voice Grade		$60.00 $2.40 #	$144.00
DS1 Zone 1		$79.00 $17.00 #	$222.95
DS1 Zone 2		$93.00 $20.00 #	$222.95
DS1 Zone 3		$98.00 $21.00 #	$222.95
DS3 Zone 1		$468.00 $168.00 #	$249.16
DS3 Zone 2		$550.00 $198.00 #	$249.16
DS3 Zone 3		$578.00 $208.00 #	$249.16
Common Zone 1		$0.000255 #	$226.50

RATE ELEMENT	SOURCE	RECURRING	NRC
Common Zone 2		$0.000255 #	$226.50
Common Zone 3		$0.000255 #	$226.50
RECIPROCAL COMPENSATION	SPRINT TELRIC COST STUDY	Per MOU	
End Office Band 1		$0.002081	$119.76
End Office Band 2		$0.002983	$119.76
End Office Band 3		$0.003471	$119.76
End Office Band 4		$0.004286	$119.76
End Office Band 5		$0.005073	$119.76
End Office Band 6		$0.006313	$119.76
End Office Band 7		$0.007766	$119.76
Tandem Switching	SPRINT TELRIC COST STUDY	$0.002750	
Transport	Interstate Access Tariff	Fixed # Per Mile #	
Voice Grade		$60.00 $2.40 #	$144.00
DS1 Zone 1		$79.00 $17.00 #	$222.95
DS1 Zone 2		$93.00 $20.00 #	$222.95
DS1 Zone 3		$98.00 $21.00 #	$222.95
DS3 Zone 1		$468.00 $168.00 #	$249.16
DS3 Zone 2		$550.00 $198.00 #	$249.16
DS3 Zone 3		$578.00 $208.00 #	$249.16
Common Zone 1		$0.000255 #	$226.50
Common Zone 2		$0.000255 #	$226.50
Common Zone 3		$0.000255 #	$226.50
INTERCONNECTION	SPRINT TELRIC COST STUDY		
CROSS CONNECTION			
DS0 Elec X-Conn		$0.84	
DS1 Elec X-Conn		$2.64	
DS3 Elec X-Conn		$23.23	
Other collocation elements (both physical or virtual) will mirror the Florida Intrastate tariff rates during the interim period until the commission establishes permanent cost based rates.			
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE			
STP Port	SPRINT TELRIC COST STUDY	$498.97 #	$308.00

NETWORK ELEMENT PRICE LIST - SPRINT FLORIDA
DOCKET # 961230 - TP
(03/14/97)

RATE ELEMENT	SOURCE	RECURRING RATE	NRC
STP Switching	SPRINT TELRIC COST STUDY	$1.08 #	
56.0 Kbps SS7 Link Fixed	Interstate Access Tariff	$82.00 #	$211.18
56.0 Kbps SS7 Link Per Mile	Interstate Access Tariff	$4.80 #	
1.544 MBPS SS7 Link Fixed	Interstate Access Tariff	$93.00 #	
1.544 MBPS SS7 Link Per Mile	Interstate Access Tariff	$20.00 #	
Multiplexing DS1 to DS0	Interstate Access Tariff	$318.00 #	$142.00
Service Control Points		$0.00119 #	
LINE INFORMATION DATABASE			
LIDB Administration Service	SPRINT TELRIC COST STUDY	$0.0489	
LIDB Database Transport per query	Interstate Access Tariff	$0.0016 #	
LIDB Database per query	Interstate Access Tariff	$0.0366 #	
Toll Free Code Access Service query	Interstate Access Tariff	$0.008498 #	
Toll Free Code Optional Service query	Interstate Access Tariff	$0.001491 #	
DIRECTORY ASSISTANCE SERVICES			
DA Database Listing & Update Service	SPRINT TELRIC COST STUDY	$0.048	
DA Data Base Query Service	SPRINT TELRIC COST STUDY	$0.0215 #	
TOLL & LOCAL OPERATOR SERVICES	SPRINT TELRIC COST STUDY		
Toll and Local Assistance Service (Live)		$0.389 #	
DA OPERATOR SERVICES	SPRINT TELRIC COST STUDY		
DA Operator Service (Live)		$0.339 #	
911 TANDEM PORT	SPRINT TELRIC Cost Study Attachment I. Q		
Per DS0 Equivalent Port		$17.02	$187.59

Sprint - Florida
2-Wire Local Loops
Docket # 961230 - TP
(03/14/97)

Exchange	Interim Rate
ALFORD, FL	$15.00
ALTAMONTE SPRINGS, FL	$15.00
APOPKA, FL	$15.00
ARCADIA, FL	$15.00
ASTOR, FL	$15.00
AVON PARK, FL	$15.00
BAKER, FL	$15.00
BELLEVIEW, FL	$15.00
BEVERLY HILLS, FL	$15.00
BOCA GRANDE, FL	$15.00
BONIFAY, FL	$15.00
BONITA SPRINGS, FL	$15.00
BOWLING GREEN, FL	$15.00
BUSHNELL, FL	$15.00
CAPE CORAL, FL	$15.00
CAPE HAZE, FL	$15.00
CASSELBERRY, FL	$15.00
CHERRY LAKE, FL	$15.00
CLERMONT, FL	$15.00
CLEWISTON, FL	$15.00
COTTONDALE, FL	$15.00
CRAWFORDVILLE, FL	$15.00
CRESTVIEW, FL	$15.00
CRYSTAL RIVER, FL	$15.00
CYPRESS LAKE, FL	$15.00
DADE CITY, FL	$15.00
DEFUNIAK SPRINGS, FL	$15.00
DESTIN, FL	$15.00
EUSTIS, FL	$15.00
EVERGLADES, FL	$15.00
FOREST, FL	$15.00
FORT MEADE, FL	$15.00
FREEPORT, FL	$15.00
FT MYERS BEACH, FL	$15.00
FT. MYERS, FL	$15.00
FT. WALTON BEACH, FL	$15.00
GLENDALE, FL	$15.00
GOLDENROD, FL	$15.00
GREENVILLE, FL	$15.00
GREENWOOD, FL	$15.00
GROVELAND, FL	$15.00
HOMOSASSA SPRINGS, FL	$15.00
HOWEY-IN-THE-HILLS, FL	$15.00
IMMOKALEE, FL	$15.00
INVERNESS, FL	$15.00
KENANSVILLE, FL	$15.00

Sprint - Florida
2-Wire Local Loops
Docket # 961230 - TP
(03/14/97)

Exchange	Interim Rate
KINGSLEY LAKE, FL	$15.00
KISSIMMEE, FL	$15.00
LABELLE, FL	$15.00
LADY LAKE, FL	$15.00
LAKE BRANTLEY,FL	$15.00
LAKE PLACID, FL	$15.00
LAWTEY, FL	$15.00
LEE, FL	$15.00
LEESBURG, FL	$15.00
LEHIGH ACRES, FL	$15.00
MADISON, FL	$15.00
MAITLAND, FL	$15.00
MALONE, FL	$15.00
MARCO ISLAND, FL	$15.00
MARIANNA, FL	$15.00
MONTICELLO , FL	$15.00
MONTVERDE, FL	$15.00
MOORE HAVEN, FL	$15.00
MT. DORA, FL	$15.00
NAPLES MOORINGS, FL	$15.00
NAPLES, FL	$15.00
NORTH CAPE CORAL, FL	$15.00
NORTH FT. MYERS, FL	$15.00
NORTH NAPLES, FL	$15.00
OCALA, FL	$15.00
OKEECHOBEE, FL	$15.00
OKLAWAHA, FL	$15.00
ORANGE CITY, FL	$15.00
PANACEA, FL	$15.00
PINE ISLAND, FL	$15.00
PONCE DE LEON, FL	$15.00
PORT CHARLOTTE, FL	$15.00
PUNTA GORDA, FL	$15.00
REEDY CREEK, FL	$15.00
REYNOLDS HILL, FL	$15.00
SALT SPRINGS, FL	$15.00
SAN ANTONIO, FL	$15.00
SANIBEL ISLAND, FL	$15.00
SANTA ROSA, FL	$15.00
SEA GROVE BEACH, FL	$15.00
SEBRING, FL	$15.00
SHADY ROAD, FL	$15.00
SHALIMAR, FL	$15.00
SILVER SPRINGS SHORES, FL	$15.00
SNEADS, FL	$15.00
SOPCHOPPY, FL	$15.00

Sprint - Florida
2-Wire Local Loops
Docket # 961230 - TP
(03/14/97)

Exchange	Interim Rate
SPRING LAKE, FL	$15.00
ST. CLOUD, FL	$15.00
ST. MARKS, FL	$15.00
STARKE, FL	$15.00
TALLAHASSEE, FL	$15.00
TAVARES, FL	$15.00
TRILLACOOCHEE, FL	$15.00
UMATILLA, FL	$15.00
VALPRAISO, FL	$15.00
WAUCHULA, FL	$15.00
WEST KISSIMMEE, FL	$15.00
WESTVILLE, FL	$15.00
WILDWOOD, FL	$15.00
WILLISTON, FL	$15.00
WINDERMERE, FL	$15.00
WINTER GARDEN, FL	$15.00
WINTER PARK, FL	$15.00
ZOLFO SPRINGS, FL	$15.00

Sprint - Florida Switching Interconnection Rates
Docket # 961230 - TP
(03/14/97)

Exchange	Rate Band	Interim Rate
ALTAMONTE SPRINGS, FL	1	$0.002081
BONITA SPRINGS, FL	1	$0.002081
CYPRESS LAKE, FL	1	$0.002081
FT MYERS BEACH, FL	1	$0.002081
FT. WALTON BEACH, FL	1	$0.002081
GOLDENROD, FL	1	$0.002081
LAKE BRANTLEY,FL	1	$0.002081
TALLAHASSEE, FL	1	$0.002081
WINTER PARK, FL	1	$0.002081
CASSELBERRY, FL	2	$0.002983
FT. MYERS, FL	2	$0.002983
OCALA, FL	2	$0.002983
ORANGE CITY, FL	2	$0.002983
APOPKA, FL	3	$0.003471
CHERRY LAKE, FL	3	$0.003471
CRYSTAL RIVER, FL	3	$0.003471
DESTIN, FL	3	$0.003471
EUSTIS, FL	3	$0.003471
FREEPORT, FL	3	$0.003471
INVERNESS, FL	3	$0.003471
KISSIMMEE, FL	3	$0.003471
LADY LAKE, FL	3	$0.003471
LEESBURG, FL	3	$0.003471
MADISON, FL	3	$0.003471
MARCO ISLAND, FL	3	$0.003471
MONTICELLO , FL	3	$0.003471
MT. DORA, FL	3	$0.003471
NAPLES MOORINGS, FL	3	$0.003471
NAPLES, FL	3	$0.003471
NORTH NAPLES, FL	3	$0.003471
PORT CHARLOTTE, FL	3	$0.003471
SANTA ROSA, FL	3	$0.003471
SEA GROVE BEACH, FL	3	$0.003471
TAVARES, FL	3	$0.003471
VALPRAISO, FL	3	$0.003471
WILDWOOD, FL	3	$0.003471
ALFORD, FL	4	$0.004286
ARCADIA, FL	4	$0.004286
ASTOR, FL	4	$0.004286
BAKER, FL	4	$0.004286
BELLEVIEW, FL	4	$0.004286
BONIFAY, FL	4	$0.004286
BOWLING GREEN, FL	4	$0.004286

Sprint - Florida Switching Interconnection Rates
Docket # 961230 - TP
(03/14/97)

Exchange	Rate Band	Interim Rate
COTTONDALE, FL	4	$0.004286
EVERGLADES, FL	4	$0.004286
GLENDALE, FL	4	$0.004286
GREENVILLE, FL	4	$0.004286
GREENWOOD, FL	4	$0.004286
HOWEY-IN-THE-HILLS, FL	4	$0.004286
KENANSVILLE, FL	4	$0.004286
KINGSLEY LAKE, FL	4	$0.004286
LAWTEY, FL	4	$0.004286
LEE, FL	4	$0.004286
LEHIGH ACRES, FL	4	$0.004286
MAITLAND, FL	4	$0.004286
MALONE, FL	4	$0.004286
MONTVERDE, FL	4	$0.004286
OKEECHOBEE, FL	4	$0.004286
OKLAWAHA, FL	4	$0.004286
PANACEA, FL	4	$0.004286
PONCE DE LEON, FL	4	$0.004286
REYNOLDS HILL, FL	4	$0.004286
SALT SPRINGS, FL	4	$0.004286
SHADY ROAD, FL	4	$0.004286
SILVER SPRINGS SHORES, FL	4	$0.004286
SNEADS, FL	4	$0.004286
SOPCHOPPY, FL	4	$0.004286
ST. MARKS, FL	4	$0.004286
UMATILLA, FL	4	$0.004286
WEST KISSIMMEE, FL	4	$0.004286
WESTVILLE, FL	4	$0.004286
WILLISTON, FL	4	$0.004286
WINTER GARDEN, FL	4	$0.004286
AVON PARK, FL	5	$0.005073
BEVERLY HILLS, FL	5	$0.005073
BOCA GRANDE, FL	5	$0.005073
CAPE CORAL, FL	5	$0.005073
CLERMONT, FL	5	$0.005073
CRAWFORDVILLE, FL	5	$0.005073
CRESTVIEW, FL	5	$0.005073
DADE CITY, FL	5	$0.005073
FOREST, FL	5	$0.005073
FORT MEADE, FL	5	$0.005073
HOMOSASSA SPRINGS, FL	5	$0.005073
IMMOKALEE, FL	5	$0.005073
LABELLE, FL	5	$0.005073
NORTH CAPE CORAL, FL	5	$0.005073
NORTH FT. MYERS, FL	5	$0.005073

Sprint - Florida Switching Interconnection Rates
Docket # 961230 - TP
(03/14/97)

Exchange	Rate Band	Interim Rate
REEDY CREEK, FL	5	$0.005073
ST. CLOUD, FL	5	$0.005073
STARKE, FL	5	$0.005073
WINDERMERE, FL	5	$0.005073
CLEWISTON, FL	6	$0.006313
DEFUNIAK SPRINGS, FL	6	$0.006313
GROVELAND, FL	6	$0.006313
MOORE HAVEN, FL	6	$0.006313
PINE ISLAND, FL	6	$0.006313
PUNTA GORDA, FL	6	$0.006313
SAN ANTONIO, FL	6	$0.006313
SEBRING, FL	6	$0.006313
TRILLACOOCHEE, FL	6	$0.006313
WAUCHULA, FL	6	$0.006313
ZOLFO SPRINGS, FL	6	$0.006313
BUSHNELL, FL	7	$0.007766
CAPE HAZE, FL	7	$0.007766
LAKE PLACID, FL	7	$0.007766
MARIANNA, FL	7	$0.007766
SANIBEL ISLAND, FL	7	$0.007766
SHALIMAR, FL	7	$0.007766
SPRING LAKE, FL	7	$0.007766

Sprint - Florida Local Switching Rates
Docket # 961230 - TP
(03/14/97)

Exchange	Rate Band	Interim Rate
ALTAMONTE SPRINGS, FL	1	$5.82
BONITA SPRINGS, FL	1	$5.82
CYPRESS LAKE, FL	1	$5.82
FT MYERS BEACH, FL	1	$5.82
FT. MYERS, FL	1	$5.82
FT. WALTON BEACH, FL	1	$5.82
GOLDENROD, FL	1	$5.82
LAKE BRANTLEY,FL	1	$5.82
TALLAHASSEE, FL	1	$5.82
WINTER PARK, FL	1	$5.82
APOPKA, FL	2	$7.72
CASSELBERRY, FL	2	$7.72
CHERRY LAKE, FL	2	$7.72
CRYSTAL RIVER, FL	2	$7.72
DESTIN, FL	2	$7.72
EUSTIS, FL	2	$7.72
FREEPORT, FL	2	$7.72
INVERNESS, FL	2	$7.72
LADY LAKE, FL	2	$7.72
LEESBURG, FL	2	$7.72
MADISON, FL	2	$7.72
MARCO ISLAND, FL	2	$7.72
MONTICELLO , FL	2	$7.72
MT. DORA, FL	2	$7.72
NAPLES MOORINGS, FL	2	$7.72
NAPLES, FL	2	$7.72
NORTH NAPLES, FL	2	$7.72
OCALA, FL	2	$7.72
ORANGE CITY, FL	2	$7.72
PORT CHARLOTTE, FL	2	$7.72
SANTA ROSA, FL	2	$7.72
SEA GROVE BEACH, FL	2	$7.72
WILDWOOD, FL	2	$7.72
ALFORD, FL	3	$8.99
ARCADIA, FL	3	$8.99
ASTOR, FL	3	$8.99
BAKER, FL	3	$8.99
BONIFAY, FL	3	$8.99
BOWLING GREEN, FL	3	$8.99
COTTONDALE, FL	3	$8.99
EVERGLADES, FL	3	$8.99
GLENDALE, FL	3	$8.99
GREENVILLE, FL	3	$8.99
GREENWOOD, FL	3	$8.99

Sprint - Florida Local Switching Rates
Docket # 961230 - TP
(03/14/97)

Exchange	Rate Band	Interim Rate
HOWEY-IN-THE-HILLS, FL	3	$8.99
KENANSVILLE, FL	3	$8.99
KINGSLEY LAKE, FL	3	$8.99
KISSIMMEE, FL	3	$8.99
LAWTEY, FL	3	$8.99
LEE, FL	3	$8.99
MAITLAND, FL	3	$8.99
MALONE, FL	3	$8.99
MONTVERDE, FL	3	$8.99
OKLAWAHA, FL	3	$8.99
PANACEA, FL	3	$8.99
PONCE DE LEON, FL	3	$8.99
REYNOLDS HILL, FL	3	$8.99
SALT SPRINGS, FL	3	$8.99
SILVER SPRINGS SHORES, FL	3	$8.99
SNEADS, FL	3	$8.99
SOPCHOPPY, FL	3	$8.99
ST. MARKS, FL	3	$8.99
TAVARES, FL	3	$8.99
UMATILLA, FL	3	$8.99
VALPRAISO, FL	3	$8.99
WEST KISSIMMEE, FL	3	$8.99
WESTVILLE, FL	3	$8.99
WILLISTON, FL	3	$8.99
WINTER GARDEN, FL	3	$8.99
BELLEVIEW, FL	4	$10.08
BEVERLY HILLS, FL	4	$10.08
BOCA GRANDE, FL	4	$10.08
CAPE CORAL, FL	4	$10.08
CLEWISTON, FL	4	$10.08
CRESTVIEW, FL	4	$10.08
DADE CITY, FL	4	$10.08
DEFUNIAK SPRINGS, FL	4	$10.08
FOREST, FL	4	$10.08
FORT MEADE, FL	4	$10.08
HOMOSASSA SPRINGS, FL	4	$10.08
LEHIGH ACRES, FL	4	$10.08
MOORE HAVEN, FL	4	$10.08
NORTH CAPE CORAL, FL	4	$10.08
NORTH FT. MYERS, FL	4	$10.08
OKEECHOBEE, FL	4	$10.08
PINE ISLAND, FL	4	$10.08
REEDY CREEK, FL	4	$10.08
SHADY ROAD, FL	4	$10.08
ST. CLOUD, FL	4	$10.08

Sprint - Florida Local Switching Rates
Docket # 961230 - TP
(03/14/97)

Exchange	Rate Band	Interim Rate
STARKE, FL	4	$10.08
WAUCHULA, FL	4	$10.08
WINDERMERE, FL	4	$10.08
ZOLFO SPRINGS, FL	4	$10.08
AVON PARK, FL	5	$11.66
CLERMONT, FL	5	$11.66
CRAWFORDVILLE, FL	5	$11.66
GROVELAND, FL	5	$11.66
IMMOKALEE, FL	5	$11.66
LABELLE, FL	5	$11.66
PUNTA GORDA, FL	5	$11.66
SAN ANTONIO, FL	5	$11.66
TRILLACOOCHEE, FL	5	$11.66
BUSHNELL, FL	6	$13.83
CAPE HAZE, FL	6	$13.83
LAKE PLACID, FL	6	$13.83
MARIANNA, FL	6	$13.83
SANIBEL ISLAND, FL	6	$13.83
SEBRING, FL	6	$13.83
SHALIMAR, FL	6	$13.83
SPRING LAKE, FL	6	$13.83

TABLE OF CONTENTS

Attachment II
LOCAL RESALE

Section 1.	Telecommunications Services Provided for Resale	II-1
Section 2.	General Terms and Conditions for Resale	II-2
Section 3.	Service Functions	II-6

ATTACHMENT II

LOCAL RESALE

Section 1. Telecommunications Services Provided for Resale

1.1 At the request of MCIm, and pursuant to the requirements of the Act, and FCC Rules and Regulations, Sprint shall make available to MCIm for unrestricted resale any Telecommunications Services that Sprint currently provides or may offer hereafter, except as such resale may be restricted pursuant to FCC Rules and Regulations and State Rules and Regulations. Sprint shall also provide service functions, as set forth in this Attachment II. The Telecommunications Services and service functions provided by Sprint to MCIm pursuant to this Agreement are collectively referred to as "Local Resale."

1.2 To the extent that this Attachment describes services which Sprint shall make available to MCIm for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive. All Telecommunications Services of Sprint which are to be offered for resale are subject to the terms herein.

1.3 **Features and Functions Subject to Resale.** Sprint shall make all of its Telecommunications Services available for resale to MCIm on terms and conditions that are reasonable and nondiscriminatory.

1.4 Sprint will provide MCIm with at least the capability to provide an MCIm subscriber at least the same level of service quality as Sprint provides its own subscribers with respect to all Telecommunications Services and shall provide such capability in accordance with the specific requirements of Attachment VIII, Sections 1, 2, 6.3 and 6.4.

1.5 The specific business process requirements and systems interface requirements are set forth in Attachment VIII, Sections 1, 2, 6.3 and 6.4.

Section 2. General Terms and Conditions for Resale

2.1 **Pricing.** The prices charged to MCIm for Local Resale are set forth in Attachment I of this Agreement.

2.2 **No Restrictions on Resale.** MCIm may resell to any and all classes of end users Telecommunications Services obtained from Sprint under this Agreement, except for Lifeline Assistance and Link-Up or similar services, which MCIm may only resell to those subscribers who are eligible for such services. Sprint will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Service except as such resale may be prohibited or restricted pursuant to FCC Rules and Regulations and State Rules and Regulations.

2.3 **Requirements for Specific Services**

2.3.1 **CENTREX Requirements**

2.3.1.1 At MCIm's option, MCIm may purchase the entire set of CENTREX features or a subset of any one or any combination of such features. The CENTREX Service provided for resale will meet the requirements of this Subsection 2.3.1.1.

2.3.1.2 All features and functions of CENTREX Service, including CENTREX Management System ("CMS"), whether offered under tariff or otherwise, shall be available to MCIm for resale.

2.3.1.3 Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to MCIm.

2.3.1.4 All service levels and features of CENTREX Service provided by Sprint for resale by MCIm shall be at Parity with the service levels and features of CENTREX Service Sprint provides its subscribers.

2.3.1.5 Consistent with Sprint's tariffs, MCIm may aggregate the CENTREX local exchange and IntraLATA traffic usage of MCIm subscribers to qualify for volume discounts on the basis of such aggregated usage.

2.3.1.6 MCIm may require that Sprint suppress the need for MCIm subscribers to dial "9" when placing calls outside the CENTREX System.

2.3.1.7 MCIm may resell call forwarding in conjunction with CENTREX Service.

2.3.1.8 MCIm may purchase any CENTREX Service for resale subject to the minimum number of lines required by Sprint's tariff to qualify for CENTREX Service, but otherwise without restriction on the maximum number of lines that may be purchased for such service.

2.3.1.9 Sprint shall make available to MCIm for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to MCIm for resale.

2.3.1.10 MCIm may resell Automatic Route Selection ("ARS"). MCIm may aggregate multiple MCIm subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.

2.3.2 **Voluntary Federal and State Subscriber Financial Assistance Programs.** Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. When a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from MCIm and MCIm serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to MCIm in accordance with the procedures set forth herein. This notification shall be in electronic format when such an interface is in place.

2.3.3 **Lifeline/Link-Up Service.** MCIm will forward to Sprint all information regarding a subscriber's program eligibility, status and certification when a MCIm subscriber currently on any government telephone assistance program changes

service to MCIm as their local exchange carrier. MCIm will cooperate with Sprint so that Sprint may attain any subsicy associated with a subscriber transfer to MCIm.

2.3.4 **Grandfathered Services.** Sprint shall offer for resale to MCIm all Grandfathered Services. Sprint shall make reasonable efforts to provide MCIm with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.

2.3.5 ***N11 Service***

2.3.5.1 Sprint agrees not to offer any new N11 Telecommunications Services after the Effective Date of this Agreement unless Sprint makes any such service available for resale.

2.3.5.2 MCIm shall have the right to resell any N11 Telecommunications Service, including but not limited to 411 or 611 services, existing as of the Effective Date. These services shall be unbranded and routed to MCIm, as required by MCIm pursuant to Part A, Section 25.

2.3.6 **Contract Service Arrangements, Special Arrangements, and Promotions.** Sprint shall offer for resale all of its Telecommunications Services available to any retail subscriber, including but not limited to Contract Service Arrangements (or Individual Case Basis "ICB"), Special Arrangements (or ICB), and Promotions, all in accordance with FCC Rules and Regulations.

2.3.7 **Discount Plans.** Sprint shall offer for resale all Discount Plans for Telecommunications Services in accordance with FCC Rules and Regulations.

2.3.8 **[INTENTIONALLY LEFT BLANK]**

2.3.9 **Pay Phone Service**

2.3.9.1 Sprint shall offer for resale all coin and coinless pay phone local services, features and functionalities that it provides to its own pay phone operations and to independent pay phone providers. Sprint will also provide all support and service

functions, as described in Section 276 of the ACT, and FCC and state regulations, at Parity with those provided for its own pay phone local services including, without limitation:

- coin rating
- answer supervision
- access to maintenance/diagnostic platform
- call blocking
- call screening
- timing
- far-end disconnect recognition
- ANI information digits
- fraud protection

2.3.9.2 Sprint also must provide billing detail showing all 1+ traffic in EMR format and transferred to MCIm via NDM.

2.3.10 **Voice Mail Service**

2.3.10.1 MCIm shall have the right to resell Sprint voice mail services.

2.3.10.2 Where available, Sprint shall make available the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for voice mail services. Sprint shall make available the MWI (Message Waiting Indicator) stutter dialtone and message waiting light feature capabilities. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF-B (Call Forward on Busy), and CF/DA (Call Forward/Don't Answer) feature capabilities allowing for voice mail services.

2.3.11 **Hospitality Service**

2.3.11.1 Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.

2.3.12 **Telephone Line Number Calling Cards.** Sprint shall maintain customer information for MCIm customers who subscribe to resold Sprint local service dialtone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end user subscribers. Sprint shall update and maintain, on the same schedule that it uses for its own similarly situated end user subscribers, the MCIm + information in LIDB. Until such time as Sprint's LIDB has the software capability to recognize a resold number as MCIm's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number. At such time as Sprint's LIDB has the software capability to recognize that the resold number is MCIm's then, if MCIm desires to store resold numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement.

Section 3. Service Functions

3.1 Sprint shall provide MCIm with the information MCIm will need to certify subscribers as exempt from charges (including taxes), or eligible for reduced charges associated with providing services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions and shall not bill MCIm for such services.

3.2 Whenever possible Sprint shall provide MCIm with appropriate notification of all local service boundary changes with line level detail one hundred twenty (120) days before service transfer, and will also notify MCIm within one hundred twenty (120) days before such change of any LATA boundary changes.

3.3 Sprint will work cooperatively with MCIm in practices and procedures regarding the handling of law enforcement and service annoyance calls.

TABLE OF CONTENTS

Attachment III
NETWORK ELEMENTS

Section 1.	Introduction	III-1
Section 2.	Unbundled Network Elements	III-1
Section 3.	Standards for Network Elements	III-3
Section 4.	Loop	III-4
Section 5.	Network Interface Device	III-13
Section 6.	Distribution	III-15
Section 7.	Local Switching	III-18
Section 8.	Operator Systems	III-26
Section 9.	Common Transport	III-26
Section 10.	Dedicated Transport	III-29
Section 11.	Signaling Link Transport	III-41
Section 12.	Signaling Transfer Points ("STPs")	III-42
Section 13.	Service Control Points/Databases	III-49
Section 14.	Tandem Switching	III-57
Section 15.	Additional Requirements	III-60
Section 16.	Basic 911 and E911	III-105
Section 17.	Directory Assistance Data	III-105

ATTACHMENT III

NETWORK ELEMENTS

Section 1. Introduction

Sprint will unbundle and separately price and offer Network Elements such that MCIm will be able to subscribe to and interconnect to whichever of these unbundled elements MCIm requires for the purpose of providing local telephone service to its end users, and to combine Sprint-provided elements with any facilities and services that MCIm may itself provide, in order to efficiently provide Telecommunications Services to its end users, pursuant to the following terms. Except as otherwise set forth in this Attachment III, MCIm may order Network Elements as of the Approval Date.

Section 2. Unbundled Network Elements

2.1 Sprint shall offer Network Elements to MCIm for the purpose of offering Telecommunications Services to MCIm subscribers. Sprint shall offer Network Elements to MCIm on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

2.2 Sprint shall permit MCIm to connect MCIm's facilities or facilities provided to MCIm by third parties with each of Sprint's unbundled Network Elements at any point designated by MCIm that is Technically Feasible.

2.3 MCIm may use one or more Network Elements to provide any feature, function, capability, or service option that such Network Element(s) is technically capable of providing.

2.3.1 MCIm may, at its option, designate any Technically Feasible method of access to unbundled elements, including access methods currently or previously in use.

2.4 Sprint shall offer each Network Element individually and any Technically Feasible combination with any other Network Element or Network Elements in order to permit MCIm to provide Telecommunications Services to its subscribers, provided that such combination would not impair the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with the incumbent Sprint's network.

2.5 For each Network Element, that MCIm purchases on stand alone basis, Sprint shall provide a demarcation point (*e.g.*, at a Digital Signal Cross Connect, Light Guide Cross Connect panel or a Main Distribution Frame). Where Sprint provides combined Network Elements, no demarcation point shall exist between such contiguous Network Elements, and Sprint shall perform, at its expense, any work necessary to interconnect such Network Elements.

2.6 Charges in Attachment I are inclusive and no other charges apply, except as otherwise mutually agreed including, but not limited to, any other consideration for connecting any Network Element(s) with other Network Element(s).

2.7 This Attachment describes the initial set of Network Elements which MCIm and Sprint have identified as of the Effective Date of this Agreement:

Local Loop
Network Interface Device ("NID")
Switching Capability
  Local Switching
  Tandem Switching
Interoffice Transmission Facilities
  Dedicated
  Shared
Signaling Networks & Call Related Databases
Operations Support Systems
Operator Services & Directory Assistance

2.8 MCIm may identify additional or revised Network Elements as necessary to provide Telecommunications Services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements.

2.9 MCIm will request such Network Elements in accordance with the Bona Fide Request process described in Section 24 of Part A. Additionally, if Sprint provides any Network Element that is not identified in this Agreement, to itself, to its own subscribers, to a Sprint Affiliate or to any other entity, Sprint shall make available the same Network Element to MCIm on terms and conditions no less favorable to MCIm than those provided to itself or to any other party.

Section 3. Standards for Network Elements

3.1 Each Network Element shall be furnished at a service level equal to or better than the requirements set forth in the technical references referenced in the following, as well as any Performance or other requirements, identified herein. In the event Bell Communications Research, Inc. ("Bellcore"), or industry standard (*e.g.*, American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement, the Parties will agree upon which standard shall apply.

3.2 If one or more of the technical requirements set forth in this Attachment III are in conflict, the Parties will agree upon which requirement shall apply except where such election shall impair the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with Sprint's network, in which event, if Technically Feasible, Sprint shall provide an alternative arrangement on commercially reasonable terms.

3.3 Each Network Element provided by Sprint to MCIm shall be at least equal in the quality of design, Performance, features, functions, capabilities and other characteristics including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.

3.3.1 Sprint shall provide to MCIm, within ten (10) business days of MCIm's request [where commercially reasonable], engineering, design and Performance data sufficient for MCIm to determine that the requirements of this Section 3 are being met. Where it is not commercially reasonable to provide such information, the Parties shall mutually agree upon a schedule. In the event that such data indicates that the requirements of this Section 3 are not being met, Sprint shall, within ten (10) days of delivering such data to MCIm: (a) cure any design, Performance or other deficiency and provide new data sufficient for MCIm to determine that such deficiencies have been cured; or (b) upon MCIm's consent, such consent not to be unreasonably withheld, undertake efforts to cure any design, Performance or other deficiency within a reasonable time period and thereafter provide new data sufficient for MCIm to determine that such deficiencies have been cured.

3.4 Unless otherwise requested by MCIm, each Network Element and the connections between Network Elements provided by Sprint to MCIm shall be made available to MCIm on a priority basis, at any Technically

Feasible point, that is equal to or better than the priorities that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.

Section 4. Loop

4.1 **Definition**

4.1.1 A Loop is a transmission path between a Distribution frame (cross-connect), or its equivalent, in a Sprint Central Office or Wire Center, and the network interface device at a subscriber's premises, to which MCIm is granted exclusive use. This includes, but is not limited to, two-wire and four-wire analog voice-grade Loops, and two-wire and four-wire Loops that are conditioned to transmit the digital signals needed to provide ISDN, ADSL, HDSL, and DS1-level signals. A Loop may be composed of the following components:

Loop Concentrator/Multiplexer
Loop Feeder
Distribution

Sprint requires MCIm to provide in writing the grade of service desired in a particular Loop F (*e.g.*, ISDN-BRI, PRI, ADSL, HDSL, DS1, etc.) so that the Loop may be engineered to meet the appropriate transmission requirements. If MCIm requires a change in the grade of service of a particular Loop, MCIm will notify Sprint in writing of the requested change in grade of service. If Sprint is unable to provide the new level of service to MCIm, Sprint will notify MCIm that it is unable to meet MCIm's request. If a particular grade of service is installed but MCIm uses the Loop to provide a service that exceeds the engineered capacity of a medium (*i.e.*, interferes with other services) a mutually agreed upon process will be developed to resolve the issue.

4.1.2 If Sprint uses Integrated Digital Loop Carrier or other similar remote concentration devices, Sprint will make alternative arrangements at MCIm's request, to provide an unbundled local Loop. Alternative arrangements may include copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting. The cost of modifications will be recovered from the requesting carrier.

4.2. **Technical Requirements**

Subdivided to each component as detailed below.

4.3 **Interface Requirements**

Subdivided to each component as detailed below.

4.4 **Loop Components**

4.4.1 **Loop Concentrator/Multiplexer**

4.4.1.1 **Definition**

4.4.1.1.1 The Loop Concentrator/Multiplexer is the Network Element that: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (*e.g.*, analog to digital and digital to analog signal conversion); and (5) in some instances performs electrical to optical ("E/O") conversion.

4.4.1.1.2 The Loop Concentrator/Multiplexer function may be provided through a Digital Loop Carrier ("DLC") system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.

4.4.1.2 **Technical Requirements**

4.4.1.2.1 The Loop Concentrator/Multiplexer shall be capable of performing its functions on the signals for the following services, including, but not limited to, (as needed by MCIm to provide end-to-end service capability to its subscriber):

4.4.1.2.1.1 Two-wire and four-wire analog voice grade Loops;

4.4.1.2.1.2 Two-wire and four-wire Loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals;

4.4.1.2.1.3 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where n ≤ 24));

4.4.1.2.1.4 DS3 rate private lines; and

4.4.1.2.1.5 Optical SONET rate private lines.

4.4.1.2.2 The Loop Concentrator/Multiplexer shall perform the following functions as appropriate:

4.4.1.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;

4.4.1.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (*e.g.*, DS0, DS1, DS3, or optical SONET rates) for transport to the Sprint Central Office through the Loop Feeder; and

4.4.1.2.2.3 Concentration of end user subscriber signals onto fewer channels of a Loop Feeder. The concentration ratio shall be as mutually agreed by the Parties.

4.4.1.2.3 Where available in Sprint's network, Sprint shall provide power for the Loop Concentrator/ Multiplexer, through a non-interruptible source if the function is performed in a Central Office, or from a commercial AC power source with battery backup if the equipment is located outside a Central Office. Such power shall also adhere to the requirements stated herein.

4.4.1.2.4 The Loop Concentrator/Multiplexer shall be provided to MCIm in accordance with the following Technical References:

4.4.1.2.4.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993;

4.4.1.2.4.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines;

4.4.1.2.4.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

4.4.1.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Basic Description including Multiplex Structure, Rates and Formats;

4.4.1.2.4.5 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

4.4.1.2.4.6 ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification;

4.4.1.2.4.7 Bellcore GR-253-CORE, Synchronous Optical Network Systems ("SONET"), Common Generic Criteria;

4.4.1.2.4.8 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987;

4.4.1.2.4.9 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev. 1, December 1993; Supplement 1, December 1993;

4.4.1.2.4.10 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC

System, ("LSSGR") FSD 20-02-2100, Issue 1, September 1989; and

4.4.1.2.4.11 Bellcore Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, GR-303-CORE, Issue 1, September 1995.

4.4.1.3 **Requirements for an Intelligent Loop Concentrator/Multiplexer**

4.4.1.3.1 In addition to the basic functions described above for the Loop Concentrator/Multiplexer, the Intelligent Loop Concentrator/Multiplexer ("IC/M") shall provide facility grooming, facility test functions, format conversion and signaling conversion as appropriate.

4.4.1.3.2 The underlying equipment that provides such IC/M function shall continuously monitor protected circuit packs and redundant common equipment.

4.4.1.3.3 The underlying equipment that provides such IC/M function shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

4.4.1.3.4 Where available in Sprint's network the underlying equipment that provides such IC/M function shall be equipped with a redundant power supply or a battery back-up.

4.4.1.3.5 At MCIm's option, Sprint shall provide MCIm with Real Time Performance monitoring and alarm data on IC/M elements that may affect MCIm's traffic. This includes IC/M hardware alarm data and facility alarm data on the underlying device that provides such IC/M function, where Technically Feasible.

4.4.1.3.6 At MCIm's option, Sprint shall provide MCIm with Real Time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated

functionality for routine testing and fault isolation, where Technically Feasible.

4.4.1.4 **Interface Requirements**

4.4.1.4.1 The Loop Concentrator/Multiplexer shall meet the following interface requirements, as appropriate for the configuration that MCIm designates:

4.4.1.4.1.1 The Loop Concentrator/Multiplexer shall provide an analog voice frequency copper twisted pair interface at the serving Wire Center, as described in the technical references in Subsection 4.4.1.2.4.

4.4.1.4.1.2 The Loop Concentrator/Multiplexer shall provide digital 4-wire electrical interfaces at the serving Wire Center, as described in the technical references in Subsection 4.4.1.2.4.

4.4.1.4.1.3 The Loop Concentrator/Multiplexer shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N (N as described in the technical references in Subsection 4.4.1.2.4).

4.4.1.4.1.4 The Loop Concentrator/Multiplexer shall provide the Bellcore TR-303 DS1 level interface at the serving Wire Center. Loop Concentrator/ Multiplexer shall provide Bellcore TR-08 modes 1&2 DS1 interfaces when designated by MCIm. Such interface requirements are specified in the technical references in Subsection 4.4.1.2.4.

4.4.1.5 The Intelligent Loop Concentrator/Multiplexer shall be provided to MCIm in accordance with the Technical References set forth in Subsections 4.4.1.2.4.8 through 4.4.1.2.4.11 above.

4.4.2 Loop Feeder

4.4.2.1 Definition

The Loop Feeder is the Network Element that provides connectivity between: (1) a Feeder Distribution Interface ("FDI") associated with Loop Distribution and a termination point appropriate for the media in a Central Office; or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a Central Office. Sprint shall provide MCIm physical access to the FDI, and the right to connect, the Loop Feeder to the FDI.

4.4.2.2 Requirements for Loop Feeder

4.4.2.2.1 The Loop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, or low speed digital data.

4.4.2.2.2 Sprint shall provide appropriate power for all active elements in the Loop Feeder. Sprint will provide appropriate power from a Central Office source, or from a commercial AC source with rectifiers for AC to DC conversion and eight (8) hour battery back-up without a generator when the equipment is located in an outside plant Remote Terminal ("RT") and two (2) hour battery back-up when the equipment is located in an outside plant Remote Terminal with a generator.

4.4.2.3 Additional Requirements for Special Copper Loop Feeder Medium

In addition to requirements set forth in Section 4.1.1 and Section 4.2 (above), MCIm may require Sprint to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (*e.g.*, filters, load coils, and range extenders), so that MCIm can use these Loop Feeders for a variety of services that can only be supported by use of copper by attaching appropriate terminal equipment at the ends. If such facilities don't exist, MCIm may order special construction at MCIm's expense.

4.4.2.4 **Additional Technical Requirements for DS1 Conditioned Loop Feeder**

In addition to the requirements set forth in Subsection 4.4.2.2 above, MCIm may designate that the Loop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the references below in Subsection 4.4.2.6.

4.4.2.5 **Additional Technical Requirements for Optical Loop Feeder**

In addition to the requirements set forth in Subsection 4.4.2.2 above, MCIm may designate that Loop Feeder will transport DS3 and OC-N (where N is defined in the Technical Reference in Subsection 4.4.1.2.4. The requirements for such transport are defined in the references below in Subsection 4.4.2.6.

4.4.2.6 Sprint shall offer Loop Feeder in accordance with the requirements set forth in the following Technical References:

4.4.2.6.1 Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, Section 7 for DS1 interfaces;

4.4.2.6.2 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993;

4.4.2.6.3 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines;

4.4.2.6.4 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

4.4.2.6.5 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Basic Description, including Multiplex Structure, Rates and Formats;

4.4.2.6.6 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

4.4.2.6.7 ANSI T1.403-1989, American National Standard for Telecommunications - Carrier to Subscriber Installation, DS1 Metallic Interface Specification; and

4.4.2.6.8 Bellcore GR-253-CORE, Synchronous Optical Network Systems ("SONET"), Common Generic Criteria.

4.4.2.7 **Interface Requirements**

4.4.2.7.1 The Loop Feeder point of termination ("POT") within a Sprint Central Office will be as follows:

4.4.2.7.1.1 Copper twisted pairs shall terminate on the MDF;

4.4.2.7.1.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

4.4.2.7.1.3 Fiber Optic cable shall terminate on a LGX.

4.4.2.7.2 Loop Feeder shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

4.4.2.7.2.1 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987;

4.4.2.7.2.2 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, [Issue 2, December 1992-1, Rev. 1, December 1993-1, Supplement 1, December 1993].

4.4.2.7.2.3 Bellcore Integrated Digital Loop Carrier System Generic Requirements,

Objectives and Interface, GR-303-CORE, Issue 1, September 1995.

Section 5. Network Interface Device

5.1 **Definition**

5.1.1 The Network Interface Device ("NID") is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network demarcation point between a carrier and its subscriber. The NID features two (2) independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections. The NID or protector provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.

5.1.2 MCIm may connect its NID to Sprint's NID.

5.1.3 With respect to multiple-line termination devices, MCIm shall specify the quantity of NIDs it requires within such a device.

5.1.4 Figure 1 shows a schematic of a NID.

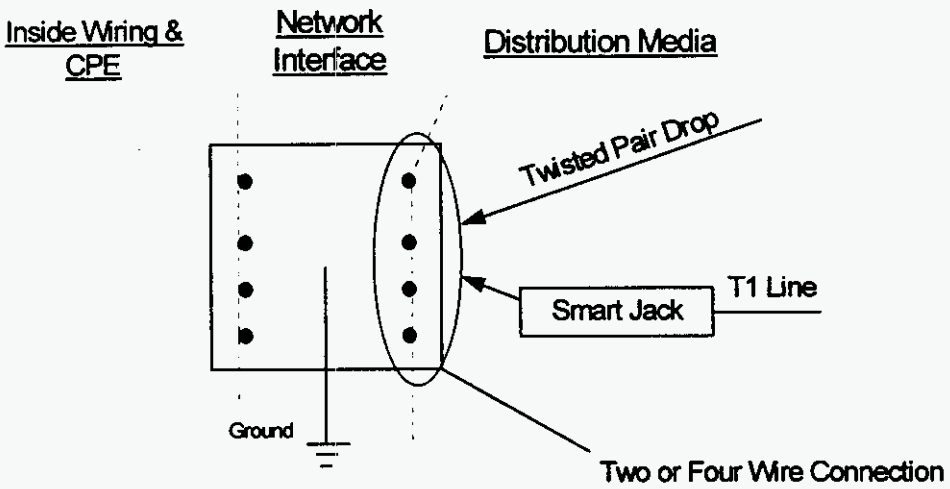

Figure 1. Network Interface Device ("NID")

5.2 Technical Requirements

5.2.1 The Sprint Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and/or cross-connect to MCIm's NID and shall maintain a connection to ground that meets the requirements set forth below. Each Party shall ground its NID independent of the other Party's NID.

5.2.2 The Sprint NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution media and/or cross-connect to MCIm's NID.

5.2.3 All Sprint NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire shall be free of rust or corrosion and have continuity relative to ground.

5.2.4 The Sprint NID shall be capable of withstanding all normal local environmental variations.

5.2.5 The Sprint NID shall be physically accessible to MCIm designated personnel. In cases where entrance to the subscriber

premises is required to give access to the NID, MCIm shall obtain entrance permission directly from the subscriber.

5.2.6 Sprint shall offer the NID together or separately from the Distribution Media component of Loop Distribution.

5.3 **Interface Requirements**

5.3.1 The NID shall be the interface to subscribers' premises wiring for all Loop technologies.

5.3.2 The NID shall be equal to or better than all of the industry standards for NIDs set forth in the following technical references:

5.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Subscriber Premises or Network Ground Wire";

5.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

5.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

5.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and

5.3.2.5 Bellcore Technical Requirement TR-NWT-000133 "Generic Requirements for Network Inside Wiring."

Section 6. Distribution

6.1 **Definition**

6.1.1 Distribution provides connectivity between the NID component of Loop Distribution and the terminal block on the subscriber-side of a Feeder Distribution Interface ("FDI"). The FDI is a device that terminates the Distribution Media and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company Central Office. There are three (3) basic types of feeder-Distribution connection: (i) multiple (splicing of multiple Distribution pairs onto one feeder pair); (ii) dedicated ("home run"); and (iii) interfaced ("cross-connected"). While older plant uses multiple and

dedicated approaches, newer plant and all plant that uses DLC or other pair-gain technology necessarily uses the interfaced approach. The FDI in the interfaced design makes use of a manual cross-connection, typically housed inside an outside plant device ("green box") or in a vault or manhole.

6.1.2 The Distribution may be copper twisted pair, coax cable, single or multi-mode fiber optic cable or other technologies. A combination that includes two (2) or more of these media is also possible.

6.2 Requirements for All Distribution

6.2.1 Subject to the provisions of Section 4.1.1 (above), Distribution shall be capable of transmitting signals for the following services (as requested by MCIm):

6.2.1.1 Two-wire & four-wire analog voice grade Loops; and

6.2.1.2 Two-wire & four-wire Loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals.

6.2.2 Distribution shall transmit all signaling messages or tones. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

6.2.3 Distribution shall support functions associated with provisioning, maintenance and testing of the Distribution itself.

6.2.4 Where possible, Distribution shall provide Performance monitoring of the Distribution itself, as well as provide necessary access for Performance monitoring for Network Elements to which it is associated.

6.2.5 Distribution shall be equal to or better than all of the applicable requirements set forth in the following technical references:

6.2.5.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and

6.2.5.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."

6.2.6 Sprint shall offer Distribution together or separately from the NID.

6.3 **Additional Requirements for Special Copper Distribution**

In addition to Distribution that supports the requirements in Section 6.2 (above), upon MCIm's request and at its expense, Sprint will provide Distribution to be a copper twisted pair which are unfettered by any intervening equipment (*e.g.*, filters, load coils, range extenders) so that MCIm can use these Loops for a variety of services than can only be supported by use of copper by attaching appropriate terminal equipment at the ends. If such facilities do not exist, MCIm may order special construction at MCIm's expense.

6.4 **Additional Requirements for Fiber Distribution**

Fiber optic cable Distribution shall be capable of transmitting signals for the following Telecommunications Services in addition to the ones under Section 6.2.1 above:

6.4.1 DS3 rate private line service;

6.4.2 Optical SONET OC-N rate private lines (where N is defined in the technical reference in Subsection 4.4.1.2.4); and

6.4.3 Analog Radio Frequency based services.

6.5 **[INTENTIONALLY LEFT BLANK]**

6.6 **Interface Requirements**

6.6.1 Signal transfers between the Distribution and the NID and an adjacent Network Element shall have levels of degradation that are within the Performance requirements set forth in Section 15.2 of this Attachment III.

6.6.2 Distribution shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

6.6.2.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

6.6.2.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

6.6.2.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines"; and

6.6.2.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991.

Section 7. Local Switching

7.1 Definition

7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame ("MDF") or Digital Cross Connect ("DSX") panel to a desired line or trunk. The desired connection path for each call type will vary by subscriber and will be specified by MCIm as a routing scenario that will be implemented in advance as part of or after the purchases of the unbundled Local Switching. Such functionality shall include, all of the features, functions, and capabilities that the underlying Sprint Switch that is providing such Local Switching function is capable of providing, which may include, but is not limited to: line signaling and signaling software; digit reception; dialed number translations; call screening; routing; recording; call supervision; dial tone; switching; telephone number provisioning; announcements; calling features and capabilities (including call processing); CENTREX or CENTREX-like services; Automatic Call Distributor ("ACD"); Carrier pre-subscription (*e.g.*, long distance carrier, IntraLATA toll); Carrier Identification Code ("CIC") portability capabilities; testing; and other operational features inherent to the Switch and Switch software. It also provides access to transport, signaling (ISDN User Part ("ISUP")) and Transaction Capabilities Application Part ("TCAP"), and platforms such as adjuncts, Public Safety Systems ("911"), Operator Services, directory services and Advanced Intelligent Network ("AIN"). Remote Switching Module functionality is included in the Local Switching function. Local Switching may also be capable of routing local, IntraLATA, InterLATA, calls to

international subscriber's preferred carrier, call features (*e.g.*, call forwarding) and CENTREX capabilities.

7.1.2 Local Switching, including the ability to route to MCIm's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements (*i.e.*, Operator Systems, Common Transport, and Dedicated Transport).

7.2. **Technical Requirements**

7.2.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.1 Sprint shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.1.2 Sprint shall route calls on a per line or per screening class basis to: (1) Sprint platforms providing Network Elements or additional requirements; (2) MCIm-designated platforms; or (3) third party platforms.

7.2.1.3 Sprint shall provide its standard unbranded recorded announcements (as designated by MCIm) and call progress tones to alert callers of call progress and disposition. MCIm will use the BFR process for unique announcements.

7.2.1.4 Sprint shall change a subscriber from Sprint's Telecommunications Services to MCIm's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by MCIm.

7.2.1.5 Sprint shall perform routine testing (*e.g.*, Mechanized Loop Tests ("MLT") and test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule mutually agreed by the Parties.

7.2.1.6 Sprint shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

7.2.1.7 Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as automatic call gapping, automatic congestion control, and network routing overflow.

Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.

7.2.1.8 Sprint shall perform manual call trace as designated by MCIm and permit subscriber originated call trace in accordance with Section 6.5, Attachment VIII. .

7.2.1.9 Sprint shall record all billable events (consistent with the billable events typically recorded by Sprint), involving usage of the element, and send the appropriate recording data to MCIm as outlined in Attachment VIII.

7.2.1.10 For Local Switching used as 911 Tandems, Sprint shall allow interconnection from MCIm Local Switching elements and Sprint shall route the calls to the appropriate Public Safety Access Point ("PSAP").

7.2.1.11 Where Sprint provides the following special services, it shall provide to MCIm:

7.2.1.11.1 Essential service lines;

7.2.1.11.2 Telephone service prioritization;

7.2.1.11.3 Related services for handicapped;

7.2.1.11.4 Soft dial tone where required by law; and

7.2.1.11.5 Any other service required by law or regulation.

7.2.1.12 Sprint shall provide Switching Service Point ("SSP") capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch ("STPs"). In the event that Local Switching is provided out of a Switch without SS7 capability, where Sprint provides the Tandem, such Tandem shall provide this capability as discussed in the Section on Tandem Switching. These capabilities shall adhere to Bellcore specifications TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

7.2.1.13 Sprint shall at MCIm's expense provide interfaces to MCIm adjuncts through industry standard interfaces. These adjuncts can include, but are not limited to, Service Node, Service Circuit Node, Voice Mail and Automatic Call Distributors. Examples of existing interfaces are ANSI ISDN standards Q.931 and Q.932.

7.2.1.14 Sprint shall provide Performance data regarding a subscriber line, traffic characteristics or other measurable elements to MCIm, upon MCIm's request.

7.2.1.15 Sprint shall offer all Local Switching features that are Technically Feasible and provide feature offerings at Parity to those provided by Sprint to itself or any other party. Such feature offerings may include, but are not limited to:

7.2.1.15.1 Basic and primary rate ISDN;

7.2.1.15.2 Residential features;

7.2.1.15.3 Custom Local Area Signaling Services ("CLASS/LASS");

7.2.1.15.4 Custom Calling Features;

7.2.1.15.5 CENTREX (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

7.2.1.15.6 Advanced intelligent network triggers supporting MCIm, and Sprint service applications, in Sprint's SCPs. Sprint shall offer to MCIm all AIN triggers currently available to Sprint for offering AIN-based services in accordance with applicable technical references:

7.2.1.15.6.1 Off-hook immediate;

7.2.1.15.6.2 Off-hook delay;

7.2.1.15.6.3 Private EAMF trunk;

7.2.1.15.6.4 Shared interoffice trunk (EAMF, SS7);

7.2.1.15.6.5 Termination attempt;

7.2.1.15.6.6 3/6/10 digit screening;

7.2.1.15.6.7 N11;

7.2.1.15.6.8 Feature code dialing;

7.2.1.15.6.9 Custom dialing plan(s) including 555 services; and

7.2.1.15.6.10 Automatic route selection.

7.2.1.16 Subject to the Technically Feasible capacity limitations of the Sprint Switch, Sprint shall assign each MCIm subscriber line the class of service designated by MCIm (*e.g.*, using line class codes or other Switch specific provisioning methods), and shall route calls from MCIm subscribers as directed by MCIm at MCIm's option. This includes each of the following call types:

7.2.1.16.1 O+/O- calls;

7.2.1.16.2 911 calls;

7.2.1.16.3 411/DA calls;

7.2.1.16.4 InterLATA calls specific to PIC or regardless of PIC (*e.g.*, 10XXX), as applicable;

7.2.1.16.5 IntraLATA calls specific to PIC or regardless of PIC (*e.g.*, 10xxx), as applicable;

7.2.1.16.6 800/888 calls, prior to database query;

7.1.2.16.7 Call forwarding of any type supported on the Switch, to a line or trunk;

7.1.2.16.8 Any other customized routing that may be supported by the Sprint Switch.

7.2.1.17 If an MCIm subscriber subscribes to MCIm provided voice mail and messaging services, Sprint shall redirect incoming calls to the MCIm system based upon presubscribed service arrangements (*e.g.*, busy, don't

answer, number of rings). In addition, Sprint shall provide a Standard Message Desk Interface-Enhanced ("SMDI-E") interface to the MCIm system. Sprint shall support the Inter-Switch Voice Messaging Service ("IVMS") capability.

7.2.1.18 Local Switching shall be offered in accordance with the requirements of the following technical references and their future releases:

7.2.1.18.1 GR-1298-CORE, AIN Switching System Generic Requirements;

7.2.1.18.2 GR-1299-CORE, AIN Switch-Service Control Point ("SCP")/Adjunct Interface Generic Requirements;

7.2.1.18.3 TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.18.4 SR-NWT-002247, AIN Release 1 Update.

7.2.2 **Interface Requirements**

7.2.2.1 Sprint shall provide the following interfaces to Loops:

7.2.2.1.1 Standard Tip/Ring interface, including loopstart or groundstart, on-hook signaling (*e.g.*, for calling number, calling name and message waiting lamp);

7.2.2.1.2 Coin phone signaling;

7.2.2.1.3 Basic Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.2.1.4 Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

7.2.2.1.5 Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

7.2.2.1.6 Four-wire DS1 interface to PBX or subscriber provided equipment (*e.g.*, computers and voice response systems);

7.2.2.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

7.2.2.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.2.2.1.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital loop carriers.

7.2.2.2 Sprint shall provide access to interfaces, including, but not limited to:

7.2.2.2.1 SS7 Signaling Network, Dial Plus or Multi-Frequency trunking if requested by MCIm;

7.2.2.2.2 Interface to MCIm Operator Services Systems or Operator Services through appropriate trunk interconnections for the system; and

7.2.2.2.3 Interface to MCIm Directory Assistance Services through the MCIm switched network or to Directory Services through the appropriate trunk interconnections for the system, and 950 access or other MCIm required access to Interexchange Carriers as requested through appropriate trunk interfaces.

7.3 Integrated Services Digital Network ("ISDN")

7.3.1 Sprint shall provide MCIm Integrated Services Digital Network ("ISDN") services where it is available. ISDN is defined in two variations. The first variation is Basic Rate ISDN ("BRI"). BRI consists of two (2) Bearer (B) Channels and one (1) Data (D) Channel. The second variation is Primary Rate ISDN ("PRI"). PRI consists of twenty-three (23) B Channels and one (1) D Channel. Both BRI and PRI B Channels may be used for voice, Circuit Switched Data ("CSD") or Packet Switched Data ("PSD"). The BRI D Channel may be used for call-related signaling, noncall-related

signaling or packet Switched data. The PRI D Channel may be used for call-related signaling.

7.3.2 **Technical Requirements — ISDN**

7.3.2.1 Sprint shall offer Data Switching providing ISDN that, at a minimum:

7.3.2.1.1 Provides integrated Packet handling capabilities;

7.3.2.1.2 Allows for full 2B+D Channel functionality for BRI;

7.3.2.1.3 Allows for full 23B+D Channel functionality for PRI;

7.3.2.1.4 Each B Channel shall allow for voice, 64 Kbps CSD, and PSD of one hundred twenty-eight (128) logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B Channel;

7.3.2.1.5 Each B Channel shall provide capabilities for alternate voice and data on a per call basis;

7.3.2.1.6 The BRI D Channel shall allow for call-associated signaling, noncall-associated signaling and PSD of sixteen (16) logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel; and

7.3.2.1.7 The PRI D Channel shall allow for call-associated signaling.

7.3.3 **Interface Requirements — ISDN**

7.3.3.1 Sprint shall provide the BRI U interface using two-wire copper Loops in accordance with TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

7.3.3.2 Sprint shall provide the BRI interface using Digital Subscriber Loops adhering to Bellcore TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.3.3.3 Sprint shall offer PSD interfaces adhering to the X.25, X.75 and X.75' ANSI and Bellcore requirements.

7.3.3.4 Sprint shall offer PSD trunk interfaces operating at 56 Kbps.

Section 8. Operator Systems

See Attachment VIII, Section 6.1.2 Directory Assistance Service and 6.1.3 Operator Service.

Section 9. Common Transport

9.1 **Definition**

Common Transport is an interoffice transmission path between Sprint Network Elements (illustrated in Figure 2) shared by carriers. Where Sprint Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. Sprint shall offer Common Transport as of the Approval Date of this Agreement, at DS0, DS1, DS3, STS-1 or higher transmission bit rate circuits. Common Transport consists of Sprint interoffice transport facilities and is distinct and separate from Local Switching.

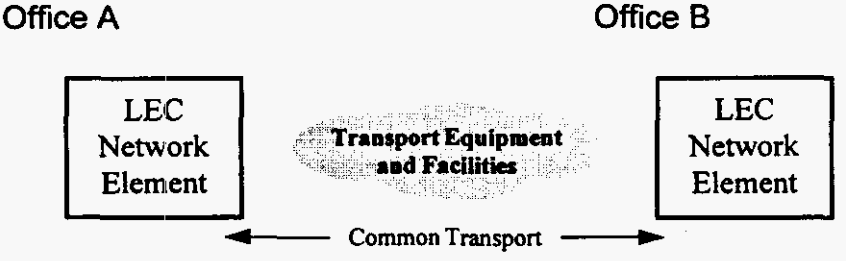

Figure 2

9.2 **Technical Requirements**

9.2.1 Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.

9.2.2 At a minimum, Common Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

9.2.2.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

9.2.2.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

9.2.2.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

9.2.2.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Basic Description including Multiplex Structure, Rates and Formats;

9.2.2.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") Automatic Protection Switching;

9.2.2.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Payload Mappings;

9.2.2.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Jitter at Network Interfaces;

9.2.2.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Jitter at Network Interfaces - DS1 Supplement;

9.2.2.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Tandem Connection;

9.2.2.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Physical Layer Specifications;

9.2.2.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Sub STS-1 Interface Rates and Formats;

PART B -- DEFINITIONS

"911 SERVICE" means a universal telephone number which gives the public direct access to the Public Safety Answering Point ("PSAP"). Basic 911 Service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"ACCESS SERVICE REQUEST" ("ASR") means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCIm and Sprint for local interconnection.

"ACCESS SERVICES" refers to interstate and intrastate switched access and private line transport services.

"ACT" means the Communications Act of 1934 as amended.

"ADVANCED INTELLIGENT NETWORK" ("AIN") is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the Switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least ten percent (10%) with respect to either Party, or the right to control the business decisions, management and policy of another entity.

"APPROVAL DATE" is the date at which Commission approval of the Agreement is granted.

"AUTOMATED MESSAGE ACCOUNTING" ("AMA") means the structure inherent in switch technology that initially records Telecommunications message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

"AUTOMATIC LOCATION IDENTIFICATION" ("ALI") is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the Emergency Response Agencies that are responsible for that address. The competitive local exchange company will provide ALI record information in NATIONAL EMERGENCY NUMBER ASSOCIATION ("NENA")

Version #2 format. The ALI also shows an INTERIM NUMBER PORTABILITY ("INP") number if applicable.

"AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM" ("ALI/DMS") means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

"AUTOMATIC NUMBER IDENTIFICATION" ("ANI") is a feature that identifies and displays the number of a telephone line that originates a call.

"AUTOMATIC ROUTE SELECTION" ("ARS") means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"BUSY LINE VERIFY/BUSY LINE INTERRUPT" ("BLV/BLI") means an operator call in which the caller inquires as to the busy status of, or requests an interruption of, a call on another subscriber's telephone line.

"CALLING PARTY NUMBER" ("CPN") is a CCS parameter which refers to the number transmitted through the network identifying the calling party.

"CARRIER ACCESS BILLING SYSTEM" ("CABS") means the which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its CARRIER ACCESS SUPPORT SYSTEM ("CASS"). CASS mirrors the requirements of CABS.

"CENTRAL OFFICE SWITCH" or "CENTRAL OFFICE" means a switching entity within the public switched network, including but not limited to end office switches and tandem office switches. Central office switches may be employed as combination end office/Tandem Office Switches (Combination Class 5/Class 4).

"CENTREX" means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

"CHARGE NUMBER" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

"CLASS" (Bellcore Service Mark) -- Service features that utilize the capability to forward a calling party's number between end offices as part of call set-up. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

"COLLOCATION" means the right of MCIm to place equipment in Sprint's Central Offices or other Sprint locations. This equipment may be placed via either a physical or virtual Collocation arrangement. With physical Collocation, MCIm obtains dedicated space to place and maintain its equipment. With virtual Collocation, the Sprint will install and maintain equipment that MCIm provides to Sprint.

"COMBINATIONS" means provision by Sprint of two (2) or more connected Network Elements ordered by MCIm to provide its Telecommunications Services in a geographic area or to a specific subscriber and that are placed on the same order by MCIm.

"COMMISSION" means the Florida Public Service Commission.

"COMMON CHANNEL SIGNALING" ("CCS") means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

"COMPETITIVE LOCAL EXCHANGE CARRIER" ("CLEC") means a competitive local exchange carrier.

"CONFIDENTIAL AND/OR PROPRIETARY INFORMATION" has the meaning set forth in Section 21 of Part A -- General Terms.

"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 local interconnection arrangements.

"CUSTOM CALLING FEATURES" -- Set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.

"DIRECTORY ASSISTANCE DATABASE" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including, but not limited to, 411, 555-1212, NPA-555-1212.

"DIRECTORY ASSISTANCE SERVICES" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

"DIRECTORY LISTINGS" refers to subscriber information (*i.e.*, name, address and phone numbers) that is published in traditional white page directories.

"DISCLOSER" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

"EFFECTIVE DATE" is the date indicated in Part A on which the Agreement shall become effective.

"ENHANCED 911 SERVICE" ("E911") means a telephone communications service which will automatically route a call dialed "911" to a designated Public Safety Answering Point ("PSAP") attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response Agencies responsible for the location from which the call was dialed.

"ENVIRONMENTAL HAZARD" means any substance the presence, use, transport, abandonment, release or disposal of which: (i) requires investigation, remediation, removal, abatement, response, compensation, fine or penalty under any applicable law or regulation (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended , the Resource Conservation and Recovery Act, as amended, the Occupational Safety and Health Act, as amended and provisions with similar purposes in applicable foreign, state and local jurisdictions); or (ii) poses recognized risks to human health, safety or the environment as regulated under applicable local, state, or federal laws or regulations.

"EXCHANGE MESSAGE RECORD" ("EMR") means the System for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"EXPANDED INTERCONNECTION SERVICE" ("EIS") is the Collocation arrangement which Sprint provides in its designated Wire Centers.

"FCC INTERCONNECTION ORDER" is the Federal Communications Commission's First Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996; as subsequently amended or modified by the FCC from time to time.

"GATEWAY" ("ALI GATEWAY") is a telephone company computer facility that interfaces with MCIm's 911 administrative site to receive Automatic Location Identification ("ALI") data from MCIm. Access to the Gateway will be via a dial-up modem using a common protocol.

"GRANDFATHERED SERVICE" means service which is no longer available for new customers and are limited to the current customer at their current locations with certain provisioning limitations including, but not limited to, upgrade denials, feature adds/changes and responsible/billing party.

"INCUMBENT LOCAL EXCHANGE CARRIER" ("ILEC") means the incumbent local exchange carrier.

"INTERCONNECTION POINT" ("IP") is a mutually agreed upon point of demarcation where the networks of Sprint and MCIm interconnect for the exchange of traffic.

"INTEREXCHANGE CARRIER" ("IXC") means a provider of interexchange Telecommunications Services.

"INTERIM NUMBER PORTABILITY" ("INP") is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving Central Office.

"LINE INFORMATION DATABASE(S)" ("LIDB") (is a "SERVICE CONTROL POINT" ("SCP") database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.

"LOCAL TRAFFIC" means traffic that is originated and terminated within a given local calling area, or Expanded Area Service ("EAS") area, as defined by state Commissions or, if not defined by State Commissions, then as defined in existing Sprint tariffs.

"MASTER STREET ADDRESS GUIDE" ("MSAG") is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to Sprint.

"MCI" means MCI TELECOMMUNICATION CORPORATION.

"MCIm" means MCImetro ACCESS TRANSMISSION SERVICES, INC.

"NATIONAL EMERGENCY NUMBER ASSOCIATION" ("NENA") is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

"NETWORK ELEMENT" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"NUMBER PORTABILITY" ("NP") means the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"NUMBERING PLAN AREA" ("NPA") (sometimes referred to as an area code). Is the three (3) digit indicator which is designated by the first three (3) digits of each ten (10) digit telephone number within the NANP. Each NPA contains eight-hundred (800) possible NXX Codes. There are two general categories of NPA -- "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a Service Access Code ("SAC Code") is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX," "NXX CODE," or "CENTRAL OFFICE CODE," or "CO CODE" is the three (3) digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten (10) digit telephone number within the NANP.

"OPERATOR SERVICES" provides: (1) operator handling for call completion (*e.g.*, collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (*e.g.*, credit card calls); and (3) special services (*e.g.*, BLV/ELI, Emergency Agency Call).

"OPERATOR SYSTEMS" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.

"ORDERING AND BILLING FORUM" ("OBF") functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS").

"P.01 TRANSMISSION GRADE OF SERVICE ("GOS")" means a trunk facility provisioning standard with the statistical probability of no more than one (1) call in one hundred (100) blocked on initial attempt during the average busy hour.

"PARITY" means, subject to the availability, development and implementation of necessary industry standard electronic interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to MCIm on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary electronic interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to MCIm as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

"PARTY" means either Sprint or MCIm, and PARTIES means Sprint and MCIm.

"PERCENT LOCAL USAGE" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and IntraLATA toll minutes between exchange carriers sent over local interconnection trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

"POP" means an IXC's point of presence.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"PUBLIC SAFETY ANSWERING POINT" ("PSAP") is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"RATE CENTER" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint (or MCIm) for its provision of Basic Exchange Telecommunications Services. The "Rate Center Point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "Rate Center Area" is the exclusive geographic area identified as the area within which Sprint (or MCIm) will provide basic exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

"REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event simultaneous with its occurrence.

"RECIPIENT" means that Party to this Agreement: (a) to which Confidential Information has been disclosed by the other Party, or (b) who has obtained Confidential Information in the course of providing services under this Agreement.

"RESELLER" is a category of local exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.

"RIGHT OF WAY" ("ROW") has the meaning set forth in Section 2.13 of Attachment VI of this Agreement.

"SELECTIVE ROUTING" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.

"SMALL EXCHANGE CARRIER ACCESS BILLING" ("SECAB") means the document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

"SWITCH" -- See Central Office Switch.

"TANDEM OFFICE SWITCHES" are Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

"TECHNICALLY FEASIBLE" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

"TELECOMMUNICATIONS" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"TELECOMMUNICATIONS SERVICES" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"VOLUNTARY FEDERAL SUBSCRIBER FINANCIAL ASSISTANCE PROGRAMS" are government programs that subsidize the provision of Telecommunications

Services to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

"WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's 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 basic exchange services and Access Services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

TABLE OF CONTENTS

Attachment I
PRICE SCHEDULE

Section 1.	General Principles	I - 1
Section 2.	Non-Discriminatory Treatment	I - 1
Section 3.	Local Service Resale	I - 1
Section 4.	Interconnection and Reciprocal Compensation	I - 2
Section 5.	Unbundled Network Elements	I - 2

ATTACHMENT I

PRICE SCHEDULE

Section 1. General Principles

1.1 All rates provided under this Agreement shall remain in effect for the term of this Agreement unless they are not in accordance with all applicable provisions of the Act, the Rules and Regulations of the FCC, or the Commission's orders, rules and regulations, including such Commission order(s) that result from a generic docket relating to Incumbent Local Exchange Carrier ("ILEC") costing/pricing or from a docket relating specifically to Sprint's costing/pricing, in which case Part A, Section 2 shall apply.

1.2 Except as otherwise specified in this Agreement, Sprint shall be responsible for all costs and expenses it incurs in: (i) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement; provided, however, that Sprint may impose charges for additional service to be provided under this Agreement by amendment to this Attachment I consistent with this Agreement.

Section 2. Non-Discriminatory Treatment

Sprint shall offer rates to MCIm in a non-discriminatory manner in accordance with Part A, Sections 2.4, 13 and 19.

Section 3. Local Service Resale

3.1 The rates that MCIm shall pay to Sprint for Local Resale shall be an amount equal to Sprint's retail tariffed rates for each noted element as reduced by a percentage amount equal to the Base Line Resale Discount (defined below). If Sprint changes such tariffed rates during the term of this Agreement, the Base Line Resale Discount shall be applied to the new tariffed rates.

9.2.2.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Network Element Timing and Synchronization;

9.2.2.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

9.2.2.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

9.2.2.15 ANSI T1.107a-1990 -American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

9.2.2.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

9.2.2.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications ("SONET") (Single Mode - Short Reach);

9.2.2.18 ANSI T1.403-1989, Carrier to Subscriber Installation, DS1 Metallic Interface Specification;

9.2.2.19 ANSI T1.404-1994, Network-to-Subscriber Installation - DS3 Metallic Interface Specification;

9.2.2.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy ("SDH");

9.2.2.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

9.2.2.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements ("TSGR"), Common Requirements;

9.2.2.23 Bellcore GR-820-CORE, Generic Transmission Surveillance, DS1 & DS3 Performance;

9.2.2.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems ("SONET"), Common Generic Criteria;

9.2.2.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993) (A module of LSSGR, FR-NWT-000064);

9.2.2.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Subscriber Access;

9.2.2.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991;

9.2.2.28 Bellcore ST-TEC-000052, Telecommunications Transmission Engineering Textbook, Volume 2, Facilities, Third Edition, Issue I, May 1989; and

9.2.2.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1, Principles, Third Edition, Issue 1, August 1987.

Section 10. Dedicated Transport

10.1 **Definition**

10.1.1 Dedicated Transport is an interoffice transmission path between MCIm designated locations to which MCIm is granted exclusive use. As mutually agreed by the Parties, such locations may include Sprint Central Offices or other locations, MCIm network components, or other carrier network components. Dedicated Transport is depicted below in Figure 3.

Figure 3

10.1.2 Where technically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows:

10.1.2.1 As a circuit (*e.g.*, DS1, DS3, STS-1) dedicated to MCIm.

10.1.2.2 As a system (*i.e.*, the equipment and facilities used to provide Dedicated Transport such as SONET ring) dedicated to MCIm.

10.1.3 When Dedicated Transport is provided as a circuit, it shall include appropriate:

10.1.3.1 Multiplexing functionality;

10.1.3.2 Grooming functionality; and

10.1.3.3 Redundant equipment and facilities necessary to support protection and restoration.

10.1.4 When Dedicated Transport is provided as a system it shall include:

10.1.4.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

10.1.4.2 Inter-office transmission facilities such as optical fiber, or copper twisted pair;

10.1.4.3 Redundant equipment and facilities necessary to support protection and restoration; and

10.1.4.4 Dedicated Transport includes the Digital Cross-Connect System ("DCS") functionality as an option. DCS is described below in Section 10.5.

10.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

10.2.1 When Sprint provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS1, DS3, STS-1) shall be dedicated to MCIm designated traffic.

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

10.2.3 When requested by MCIm, Dedicated Transport shall provide physical diversity. Physical diversity means that two (2) circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

10.2.4 When physical diversity is requested by MCIm, Sprint shall provide the maximum feasible physical separation between transmission paths for all facilities and equipment, unless otherwise agreed by MCIm.

10.2.5 Upon MCIm's request, where permitted by Sprint's current systems (as upgraded by Sprint from time to time) or subject to vendor development that will allow such functionality and that will include necessary security features, Sprint shall provide Real Time and continuous remote access to Performance monitoring and alarm data affecting, or potentially affecting, MCIm's traffic on Dedicated Transport systems. Where System development is required, Sprint agrees to work with its vendors to facilitate development.

10.2.6 Sprint shall offer the following interface transmission rates for Dedicated Transport:

10.2.6.1 DS1 (Extended SuperFrame - ESF/B8ZS, D4, and unframed applications shall be provided);

10.2.6.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);

10.2.6.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06, including referenced interfaces. In particular, VT1.5 based STS-1s will be the interface at an MCIm service node; and

10.2.6.4 SDH Standard interface rates in accordance with International Telecommunications Union ("ITU")

Recommendation G.707 and Plesiochronous Digital Hierarchy ("PDH") rates per ITU Recommendation G.704.

10.2.7 Sprint shall provide cross-office wiring up to a suitable Point of Termination ("POT") between Dedicated Transport and MCIm designated equipment. Sprint shall provide the following equipment for the physical POT:

10.2.7.1 DSX1 for DS1s or VT1.5s;

10.2.7.2 DSX3 for DS3s or STS-1s; and

10.2.7.3 LGX for optical signals (*e.g.*, OC-3 and OC-12).

10.2.8 Sprint shall provide physical access to the POT for personnel designated by MCIm (for testing, facility interconnection, and other purposes designated by MCIm) twenty-four (24) hours a day, seven (7) days a week.

10.2.9 For Dedicated Transport provided as a system, Sprint shall design the system (including, but not limited to, facility routing and termination points) according to MCIm specifications, excluding vendor specific equipment. Sprint shall provide MCIm with a list of approved equipment vendors. The Parties shall cooperate with each other when vendor compatibility is an issue.

10.2.10 Upon MCIm's request, Sprint shall provide MCIm with electronic provisioning control of an MCIm specified Dedicated Transport system.

10.2.11 Sprint shall offer Dedicated Transport together with and separately from DCS.

10.3 **Technical Requirements for Dedicated Transport Using SONET Technology**

This Section sets forth additional technical requirements for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.

10.3.1 All SONET Dedicated Transport provided as a system shall:

10.3.1.1 Be synchronized from both a primary and secondary Stratum 1 level timing source;

10.3.1.2 Provide SONET standard interfaces which properly interwork with SONET standard equipment from other vendors. This includes, but is not limited to, SONET standard Section, Line and Path Performance monitoring, maintenance signals, alarms, and data channels;

10.3.1.3 Provide Data Communications Channel ("DCC") or equivalent connectivity through the SONET transport system. Dedicated Transport provided over a SONET transport system shall be capable of routing DCC messages between MCIm and SONET network components connected to the Dedicated Transport. For example, if MCIm leases a SONET ring from Sprint, that ring shall support DCC message routing between MCIm and SONET network components connected to the ring.

10.3.1.14 As current equipment (as upgraded from time to time) allows, support the following Performance requirements for each circuit (STS-1, DS1, DS3, etc.):

10.3.1.14.1 No more than ten (10) Errored Seconds Per Day (Errored Seconds are defined in the technical reference at Section 10.4.5); and

10.3.1.14.2 No more than one (1) Severely Errored Second Per Day (Severely Errored Seconds are defined in the technical reference at Section 10.4.5).

10.3.2 SONET rings shall:

10.3.2.1 Be provisioned on physically diverse fiber optic cables (including separate building entrances where available and diversely routed intraoffice wiring). "Diversely routed" shall be interpreted as the maximum feasible physical separation between transmission paths, unless otherwise agreed by MCIm;

10.3.2.2 Support dual ring interworking per SONET Standards;

10.3.2.3 Provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption;

10.3.2.4 Provide the ability to disable ring protection switching at MCIm's direction (selective protection lock-out). This requirement applies to line Switched rings only;

10.3.2.5 Provide the ability to use the protection channels to carry traffic (extra traffic). This requirement applies to line Switched rings only;

10.3.2.6 Provide fifty (50) millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes;

10.3.2.7 Have settable ring protection switching thresholds that shall be set in accordance with MCIm's specifications;

10.3.2.8 Provide revertive protection switching with a settable wait to restore delay with a default setting of five (5) minutes. This requirement applies to line switched rings only, excluding sub-tending rings;

10.3.2.9 Provide non-revertive protection switching. This requirement applies to path switched rings only; and

10.3.2.10 Adhere to the following availability requirements, where availability is defined in the technical reference set forth in Section 10.4.5:

10.3.2.10.1 No more than 0.25 minutes of unavailability per month; and

10.3.2.10.2 No more than 0.5 minutes of unavailability per year.

10.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in Section 9.2.2 and in the following technical references:

10.4.1 ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Data Communication Channel Protocols and Architectures;

10.4.2 ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Operations, Administration, Maintenance, and Provisioning ("OAM&P") Communications;

10.4.3 ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") Operations, Administration, Maintenance, and Provisioning ("OAM&P") Communications Protection Switching Fragment;

10.4.4 ANSI T1.119.02-199x, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") Operations, Administration, Maintenance, and Provisioning ("OAM&P") Communications Performance Monitoring Fragment; and

10.4.5 ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission Performance Monitoring.

10.5 Digital Cross-Connect System ("DCS")

10.5.1 Definition

10.5.1.1 DCS is a function which provides automated cross-connection of Digital Signal level 0 ("DS0") or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include, but are not limited to, DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network ("SONET") signals (*e.g.*, STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (*e.g.*, DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

10.5.1.2 In locations where automated cross-connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect ("DSX") or Light Guide Cross-Connect ("LGX") patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross-connection.

10.5.1.3 Interconnection between a DSX or LGX, to a Switch, another cross-connect, or other service platform device within the premises where the DSX or LGX is located, is included as part of DCS.

10.6 DCS Technical Requirements

10.6.1 DCS shall provide completed end-to-end cross-connection of the channels designated by MCIm.

10.6.2 DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast, and facility test functions.

10.6.3 DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

10.6.4 The end-to-end cross-connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross-connection assignment shall remain in effect whether or not the circuit is in use.

10.6.5 MCIm will negotiate with Sprint relating to the administration and maintenance of DCS, including updates to the control software to current available releases.

10.6.6 Sprint shall provide various types of Digital Cross-Connect Systems including:

10.6.6.1 DS0 cross-connects (typically termed DCS 1/0);

10.6.6.2 DS1/VT1.5 (Virtual Tributaries at the 1.5/Mbps rate) cross-connects (typically termed DCS 3/1);

10.6.6.3 DS3 cross-connects (typically termed DCS 3/3);

10.6.6.4 STS-1 cross-connects; and

10.6.6.5 Other Technically Feasible cross-connects designated by MCIm.

10.6.7 Sprint shall provide immediate and continuous configuration and reconfiguration of the channels between the physical interfaces (*i.e.*, Sprint shall establish the process to implement cross-connects on demand, or, at MCIm's option, permit MCIm control of such configurations and reconfigurations), where permitted by Sprint's current systems (as upgraded by Sprint from time to time) or subject to vendor development that will allow such functionality and that will include necessary security features. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

10.6.8 Sprint shall provide scheduled configuration and reconfiguration of the channels between the physical interfaces (*i.e.*, Sprint shall establish the process to implement cross-connects on the schedule mutually agreed upon by the Parties or, at MCIm's option, permit MCIm to control such configurations and reconfigurations), where permitted by Sprint's current systems (as upgraded by Sprint from time to time) or subject to vendor development that will allow such functionality and that will include necessary security features. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

10.6.9 DCS shall continuously monitor protected circuit packs and redundant common equipment.

10.6.10 DCS shall automatically Switch to a protection circuit pack on detection of a failure or degradation of normal operation.

10.6.11 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

10.6.12 Sprint shall have available spare facilities and equipment necessary for provisioning repairs in order to meet MCIm's maintenance standards as specified in the Provisioning and Maintenance Sections.

10.6.13 At MCIm's option, where permitted by Sprint's current systems (as upgraded by Sprint from time to time) or subject to vendor development that will allow such functionality and that will include necessary security features, Sprint shall provide MCIm with Real Time Performance monitoring and alarm data on the signals and the components of the underlying equipment used to provide DCS that actually impact or might impact MCIm's services. For example, this may include hardware alarm data and facility alarm

data on a DS3 in which an MCIm DS1 is traversing. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

10.6.14 At MCIm's option, where permitted by Sprint's current systems (as upgraded by Sprint from time to time) or subject to vendor development that will allow such functionality and that will include necessary security features, Sprint shall provide MCIm with Real Time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

10.6.15 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), DCS shall provide SONET to asynchronous Gateway functionality (*e.g.*, STS-1 to DS1 or STS-1 to DS3). Where system development is required, Sprint agrees to work with its vendors to facilitate development.

10.6.16 DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (*e.g.*, Optical Carrier level 3, *i.e.*, OC-3, interfaces on a DCS 3/1).

10.6.17 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

10.6.18 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), DCS shall provide multipoint bridging of multiple channels to other DCSs. MCIm may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

10.6.19 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by MCIm. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

10.7 **DCS Interface Requirements**

10.7.1 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), Sprint shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore and ANSI standards.

10.7.2 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), Sprint shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore and ANSI standards.

10.7.3 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), Sprint shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore and ANSI standards.

10.7.4 Where permitted by Sprint's current systems (as upgraded by Sprint from time to time), Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore and ANSI standards.

10.8 DCS shall, at a minimum, where permitted by Sprint's current systems (as upgraded by Sprint from time to time) meet all the requirements set forth in the following technical references. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

10.8.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

10.8.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

10.8.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Basic Description including Multiplex Structure, Rates and Formats;

10.8.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Jitter at Network Interfaces;

10.8.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Jitter at Network Interfaces - DS1 Supplement;

10.8.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network ("SONET") - Physical Layer Specifications;

10.8.7 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

10.8.8 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

10.8.9 ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

10.8.10 ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

10.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications ("SONET") (Single Mode - Short Reach);

10.8.12 ANSI T1.403-1989, Carrier to Subscriber Installation, DS1 Metallic Interface Specification;

10.8.13 ANSI T1.404-1994, Network-to-Subscriber Installation - DS3 Metallic Interface Specification;

10.8.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy ("SDH");

10.8.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

10.8.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements ("TSGR"), Common Requirements;

10.8.17 GR-820-CORE, Generic Transmission Surveillance, DS1 & DS3 Performance;

10.8.18 GR-253-CORE, Synchronous Optical Network Systems ("SONET"), Common Generic Criteria; and

10.8.19 TR-NWT-000776, Network Interface Description for ISDN Subscriber Access.

Section 11. Signaling Link Transport

11.1 **Definition**

Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps transmission paths between MCIm-designated Signaling Points of Interconnection ("SPOI") that provides appropriate physical diversity and a cross-connect at an Sprint STP site.

11.2 **Technical Requirements**

11.2.1 Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

11.2.2.1 As an "A-link" which is a connection between a Switch or SCP and a home Signaling Transfer Point Switch ("STPs") pair; and

11.2.2.2 As a "D-link" which is a connection between two (2) STPs pairs in different company networks (*e.g.*, between two STPs pairs for two (2) Competitive Local Exchange Carriers ("CLECs")).

11.2.3 Signaling Link Transport shall consist of one (1) or more signaling link layers as follows:

11.2.3.1 An A-link layer shall consist of two (2) links.

11.2.3.2 A B or D-link layer shall consist of four (4) links.

11.2.4 A signaling link layer shall satisfy a Performance objective such that:

11.2.4.1 There shall be no more than two (2) minutes unplanned down time per year for an A-link layer, and

11.2.4.2 There shall be negligible (less than two (2) unplanned seconds) down time per year for a D-link layer.

11.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

11.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (*i.e.*, the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

11.2.5.2 Where available and to the greatest extent possible, no two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a D-link layer (*i.e.*, the links should be provided on a minimum of three (3) separate physical paths end-to-end).

11.3 **Interface Requirements**

11.3.1 There shall be a DS1 (1.544 Mbps) interface at the MCIm-designated SPOIs. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

Section 12. Signaling Transfer Points ("STPs")

12.1 **Definition**

Signaling Transfer Points ("STPs") provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points. Figure 4 depicts Signaling Transfer Points.

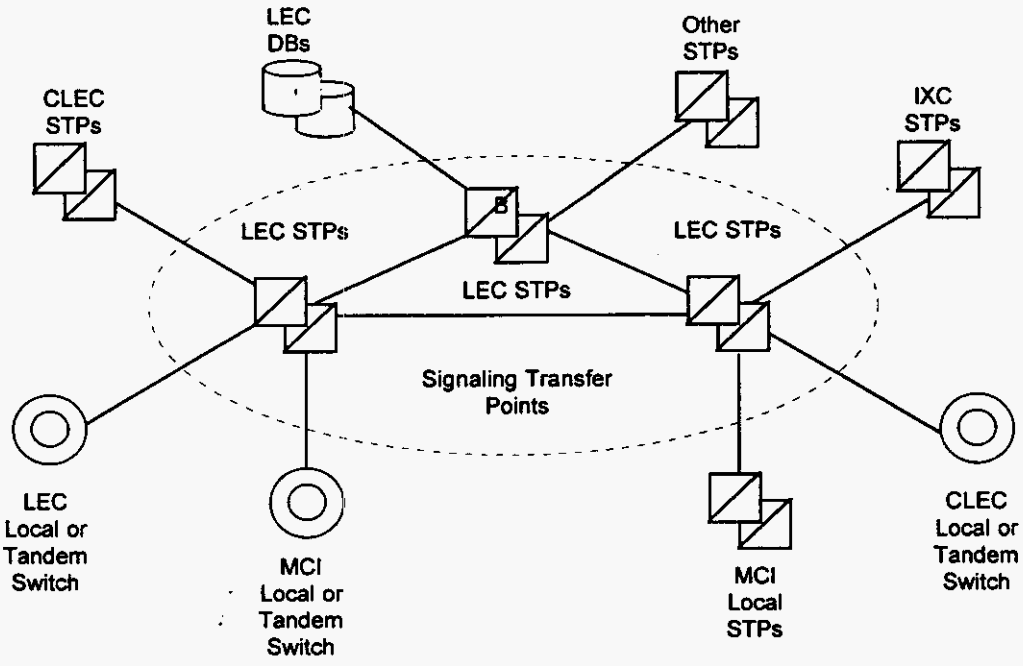

Figure 4

12.2 **Technical Requirements**

12.2.1 STPs shall provide access to all other Network Elements connected to the Sprint SS7 network. These include:

12.2.1.1 Sprint Local Switching or Tandem Switching;

12.2.1.2 Sprint Service Control Points/DataBases;

12.2.1.3 Third party local or tandem switching systems; and

12.2.1.4 Third party-provided STPs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to Sprint's SS7 network. This explicitly includes the use of Sprint's SS7 network to convey messages which either originate or terminate at a signaling end point directly connected to the Sprint SS7 network or which are originated or terminated to a signaling point within the MCIm network in conjunction with Sprint's provision of tandem switching

to MCIm (*i.e.*, transit messages). When the Sprint SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part ("ISDNUP") or Transaction Capabilities Application Part ("TCAP") user data that constitutes the content of the message.

12.2.3 If a Sprint tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an MCIm local Switch and third party local Switch, Sprint's SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the MCIm local STPs and the STPs that provide connectivity with the third party local Switch, even if the third party local Switch is not directly connected to Sprint's STPs.

12.2.4 STPs shall provide all functions of the MTP as specified in ANSI T1.111 (Reference 12.5.2). This includes:

12.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

12.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and

12.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 12.5.4). In particular, this includes Global Title Translation ("GTT") and SCCP Management procedures, as specified in T1.112.4.

12.2.6 In cases where the destination signaling point is a Sprint local or tandem switching system or database, or is an MCIm or third party local or tandem switching system directly connected to Sprint's SS7 network, Sprint STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a Gateway pair of STPs in an SS7 network connected with the Sprint SS7 network, and shall not perform SCCP Subsystem Management of the destination.

12.2.7 STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118 (Reference 12.5.7), when this capability becomes available on Sprint STPs.

12.2.8 Where available in both Parties' networks, STPs shall provide all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.5.6. This includes:

12.2.8.1 MTP Routing Verification Test ("MRVT"); and

12.2.8.2 SCCP Routing Verification Test ("SRVT").

12.2.9 In cases where the destination signaling point is a Sprint local or tandem switching system or DB, or is an MCIm or third party local or tandem switching system directly connected to the Sprint SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a Gateway pair of STPs in an SS7 network connected with the Sprint SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of Sprint STPs.

12.2.10 STPs shall be equal to or better than the following Performance requirements:

12.2.10.1 MTP Performance, as specified in ANSI T1.111.6; and

12.2.10.2 SCCP Performance, as specified in ANSI T1.112.5.

12.3 **Interface Requirements**

12.3.1 Sprint shall provide the following STPs options to connect MCIm or MCIm-designated Local Switching systems or STPs to the Sprint SS7 network:

12.3.1.1 An A-link interface from MCIm Local Switching systems; and

12.3.1.2 B or D-link interface from MCIm STPs.

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

12.3.2.1 An A-link layer shall consist of two (2) links, as depicted in Figure 5.

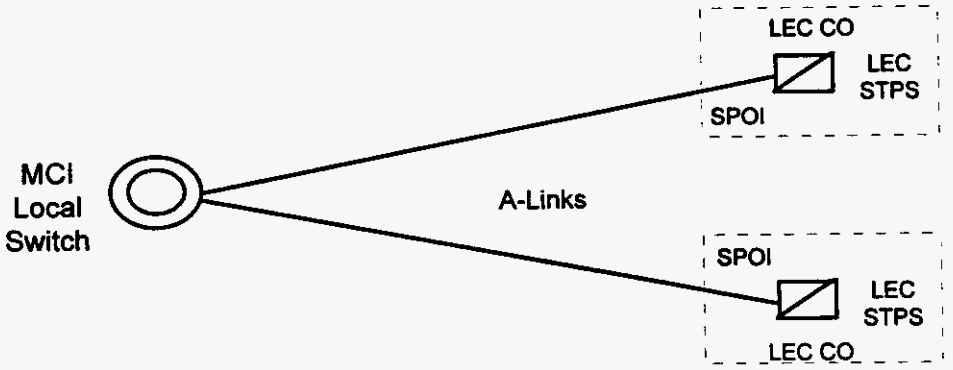

Figure 5. A-Link Interface

12.3.2.2 A B or D-link layer shall consist of four (4) links, as depicted in Figure 6.

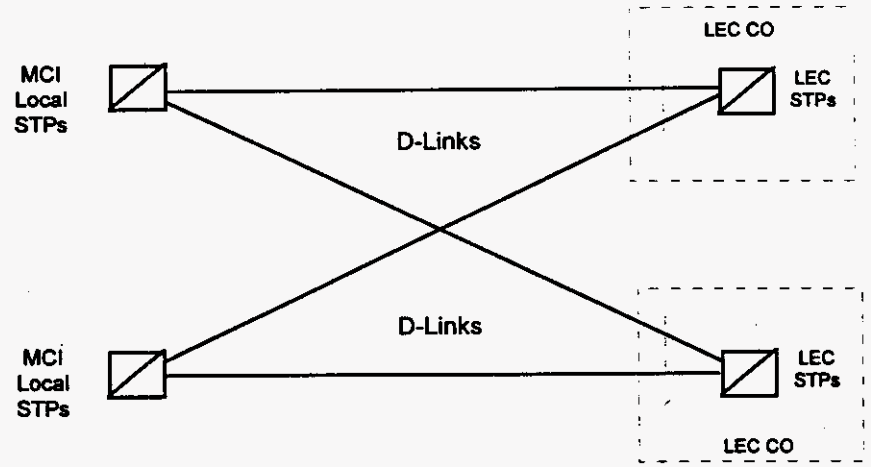

Figure 6. D-Link Interface

12.3.3 The Signaling point of Interconnection ("SPOI") for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office ("CO") where the Sprint STPs are located. There shall be a DSI or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. Sprint shall offer higher rate DS1

signaling for interconnecting MCIm Local Switching systems or STPs with Sprint STPs as soon as these become approved ANSI standards and available capabilities of Sprint STPs.

12.3.4 Where available and to the extent possible, Sprint shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

12.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Network Interconnection, Message Transfer Part ("MTP"), and Integrated Services Digital Network User Part ("ISDNUP"); and

12.3.4.2 Bellcore GR-1432-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Signaling Connection Control Part ("SCCP") and Transaction Capabilities Application Part ("TCAP").

12.4 **Message Screening**

12.4.1 Sprint shall set message screening parameters so as to accept messages from MCIm local or tandem switching systems destined to any signaling point in the Sprint SS7 network with which the MCIm switching system has a legitimate signaling relation.

12.4.2 Sprint shall set message screening parameters so as to accept messages from MCIm local or tandem switching systems destined to any signaling point or network interconnected to the Sprint SS7 network with which the MCIm switching system has a legitimate signaling relation.

12.4.3 Sprint shall set message screening parameters so as to accept messages destined to an MCIm local or tandem switching system from any signaling point or network interconnected to the Sprint SS7 network with which the MCIm switching system has a legitimate signaling relation.

12.4.4 Sprint shall set message screening parameters so as to accept and send messages destined to an MCIm SCP from any signaling point or network interconnected to the Sprint SS7 network with which the MCIm SCP has a legitimate signaling relation.

12.5 **STP Requirements**

12.5.1 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

12.5.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Message Transfer Part ("MTP");

12.5.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Message Transfer Part ("MTP") Supplement;

12.5.4 ANSI T1.112-1992 American National, Standard for Telecommunications - Signaling System Number 7 ("SS7") - Signaling Connection Control Part ("SCCP");

12.5.5 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Monitoring and Measurements for Networks;

12.5.6 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Operations, Maintenance and Administration Part ("OMAP");

12.5.7 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Intermediate Signaling Network Identification ("ISNI");

12.5.8 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Network Interconnection, Message Transfer Part ("MTP"), and Integrated Services Digital Network User Part ("ISDNUP"); and

12.5.9 Bellcore GR-1432-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Signaling Connection Control Part ("SCCP") and Transaction Capabilities Application Part ("TCAP").

Section 13. Service Control Points/Databases

13.1 **Definition**

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and AIN when it is available.

13.1.2 A Service Control Point ("SCP") is a specific type of Database Network Element functionality deployed in a Signaling System 7 ("SS7") network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (*e.g.*, an 800 database stores subscriber record data that provides information necessary to route 800 calls).

13.2 **Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this Section address storage of information, access to information (*e.g.*, signaling protocols, response times), and administration of information (*e.g.*, provisioning, administration, and maintenance). All SCPs/Databases shall be provided to MCIm in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Sections 13.3 through 13.7:

13.2.1 Sprint shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 12 of this Attachment, with TCAP as the application layer protocol;

13.2.2 Sprint shall provide physical interconnection to databases via industry standard interfaces and protocols (*e.g.*, ISDN and X.25);

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section 12 of this Attachment (which applies to both SS7 and non-SS7 interfaces);

13.2.4 Database functionality shall be unavailable a maximum of thirty (30) minutes per year;

13.2.5 Sprint shall provide Database provisioning consistent with the provisioning requirements of this Agreement (*e.g.*, data required, edits, acknowledgments, data format, transmission medium and notification of order completion);

13.2.6 The operational interface provided by Sprint shall complete Database transactions (*i.e.*, add, modify, delete) for MCIm subscriber records stored in Sprint databases within twenty-four (24) hours, or sooner where Sprint provisions its own subscriber records within a shorter interval;

13.2.7 Sprint shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement (*e.g.*, notification of Sprint Network Affecting Events, testing, dispatch schedule and measurement and exception reports);

13.2.8 Sprint shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (*e.g.*, recorded message format and content, timeliness of feed, data format and transmission medium);

13.2.9 Sprint shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement; and

13.2.10 Sprint shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

13.3 Line Information Database ("LIDB")

This Section 13.3 defines and sets forth additional requirements for the Line Information Database. This Section 13.3 supplements the requirements of Section 13.1 and 13.6.

13.3.1 Definition

The Line Information Database ("LIDB") is a transaction-oriented database accessible through Common Channel Signaling ("CCS") networks. It contains records associated with subscribers' line numbers and special billing numbers (in accordance with the requirements in the technical reference in Section 13.6.5). LIDB accepts queries from other Network Elements, or MCIm's network,

and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the Sprint CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides work centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.3.2 **Technical Requirements**

13.3.2.1 Prior to the availability of a long-term solution for Number Portability, Sprint shall enable MCIm to store in Sprint's LIDB any subscriber line number or special billing number record, (in accordance with the technical reference in Section 13.6.5) whether ported or not, for which the NPA-NXX or NXX-0/1XX group is supported by that LIDB.

13.3.2.2 Prior to the availability of a long-term solution for Number Portability, Sprint shall enable MCIm to store in Sprint's LIDB any subscriber line number or special billing number (in accordance with the technical reference in Section 13.6.5) record, whether ported or not, and NPA-NXX and NXX-0/1XX group records, belonging to an NPA-NXX or NXX-0/1 XX owned by MCIm.

13.3.2.3 Subsequent to the availability of a long-term solution for Number Portability, Sprint shall enable MCIm to store in Sprint's LIDB any subscriber line number or special billing number (in accordance with the technical reference in Section 13.6.5) record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.

13.3.2.4 Sprint shall perform the following LIDB functions (*i.e.*, processing of the following query types as defined in the technical reference in Section 13.6.5) for MCIm's subscriber records in LIDB:

13.3.2.4.1 Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and

13.3.2.4.2 Calling card validation.

13.3.2.5 Sprint shall process MCIm's subscriber records in LIDB at least at Parity with Sprint subscriber records, with respect to other LIDB functions (as defined in the technical reference in Section 13.4). Sprint shall indicate to MCIm what additional functions (if any) are performed by LIDB in their network.

13.3.2.6 As soon as possible but not later than thirty (30) days after a request by MCIm, Sprint shall provide MCIm with a list of the subscriber data items which MCIm would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

13.3.2.7 Sprint shall provide LIDB systems for which functionality would not result in calls being blocked in excess of thirty (30) minutes per year.

13.3.2.8 Total unavailability for LIDB systems shall not exceed twelve (12) hours per year.

13.3.2.9 Sprint shall provide LIDB systems for which the LIDB function shall be in overload (degraded Performance in accordance with the technical reference in Section 13.6.5) no more than twelve (12) hours per year. Such deficiency period is in addition to the periods specified in Sections 13.3.2.7 and 13.3.2.8 above.

13.3.2.10 Upon installation of software supporting the following function, Sprint shall provide MCIm with the capability to provision (*e.g.*, to add, update, and delete) NPA-NXX and NXX-0/1XX group records, and line number and special billing number records, associated with MCIm subscribers, directly into Sprint's LIDB provisioning process.

13.3.2.11 When directed by MCIm, in the event that end user subscribers change their local service provider, Sprint shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such subscribers shall not experience any interruption of calling card and billed number screening

services due to the lack of such maintenance of subscribers' data.

13.3.2.12 All additions, updates and deletions of MCIm data to the LIDB shall be solely at the direction of MCIm, except for such actions as Sprint may undertake to deter fraud.

13.3.2.13 Sprint shall provide priority updates to LIDB for MCIm data upon MCIm's request (*e.g.*, to support fraud protection).

13.3.2.14 Upon the installation of software supporting the following function, Sprint shall provide MCIm the capability to directly obtain, through an electronic interface, reports of all MCIm data in LIDB.

13.3.2.15 Sprint shall provide LIDB systems such that no more than 0.01% of MCIm-provided subscriber records accepted by Sprint's administrative systems will be missing from LIDB, as measured by MCIm audits.

13.3.2.16 Sprint shall perform backup and recovery of all of MCIm's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

13.3.2.17 Upon the installation of software supporting the following function, Sprint shall provide to MCIm access to LIDB measurements and reports at least at Parity with the capability Sprint has for its own subscriber records and that Sprint provides to any other party. Such access shall be electronic.

13.3.2.18 Sprint shall perform, as soon as possible, correction of misroute errors. When Sprint can identify MCIm records within Sprint's LIDB, Sprint will provide reports of data which are missing or contain errors, within the time period reasonably designated by MCIm.

13.3.2.19 Sprint shall prevent any access to or use of MCIm data in LIDB by Sprint personnel or by any other party that is not authorized by MCIm in writing.

13.3.2.20 When available, Sprint shall provide MCIm Performance of the LIDB data screening function, which allows a LIDB to deny specific query originators access to LIDB data owned by specific data owners, (in accordance with the technical reference in Section 13.6.5) for Subscriber Data that is part of an NPA-NXX or NXX-0/IXX wholly or partially assigned to MCIm at least at Parity with Sprint Subscriber Data. Sprint shall obtain from MCIm the screening information associated with LIDB Data Screening of MCIm data in accordance with this requirement. Sprint currently does not have LIDB data screening capabilities; however, when such capacity is available Sprint shall provide it.

13.3.2.21 Sprint shall accept queries to LIDB associated with MCIm subscriber records, and shall return responses in accordance with the requirements of this Section 13.

13.3.2.22 Sprint shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in the technical reference in Section 13.6.5.

13.3.2.23 Sprint shall provide processing time at the LIDB within one (1) second for ninety-nine percent (99%) of all messages under normal conditions as defined in the technical reference in Section 13.6.5.

13.3.2.24 Sprint shall provide ninety-nine and nine-tenths percent (99.9%) of all LIDB queries in a round trip response within two (2) seconds.

13.3.2.25 Sprint shall provide LIDB Performance that complies with the following standards:

13.3.2.25.1 There shall be at least a ninety-nine and nine-tenths percent (99.9%) reply rate to all query attempts.

13.3.2.25.2 Queries shall time out at LIDB no more than one-tenth percent (0.1%) of the time.

13.3.2.25.3 Data in LIDB replies shall have at no more than two percent (2%) unexpected data values, for all queries to LIDB.

13.3.2.25.4 No more than one percent (1.0%) of all LIDB queries shall return a missing subscriber record.

13.3.2.25.5 There shall be no defects in LIDB data screening of responses.

13.3.2.25.6 Group troubles shall occur for no more than one percent (1%) of LIDB queries. Group troubles include:

13.3.2.25.6.1 Missing Group — When reply is returned "vacant", but there is no active record for the six (6) digit NPA-NXX group.

13.3.2.25.6.2 Vacant Code — When a six (6) digit code is active, but is not assigned to any subscriber on that code.

13.3.2.25.6.3 Non-Participating Group and unavailable Network Resource — should be identified in the LARG (LIDB Access Routing Guide) so MCIm does not pay access for queries that will be denied in LIDB.

13.3.3 **Interface Requirements**

Sprint shall offer LIDB in accordance with the requirements of this Section 13.3.3.

13.3.3.1 The interface to LIDB shall be in accordance with the technical reference in Section 13.6.3.

13.3.3.2 The CCS interface to LIDB shall be the standard interface described in Section 13.6.3.

13.3.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference in Section 13.6.4. Global title translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

13.4 **Toll Free Number Database**

The Toll Free Number Database provides functionality necessary for toll free (*e.g.*, 800 and 888) number services by providing routing information and additional vertical features during call set-up in response to queries from SSPs. This Section 13.4 supplements the requirements of Sections 13.2 and 13.6. Sprint shall provide the Toll Free Number Database in accordance with the following:

13.4.1 **Technical Requirements**

13.4.1.1 Sprint shall make the Sprint Toll Free Number Database available for MCIm to query, from MCIm's designated Switch including Sprint unbundled Local Switching with a toll free number and originating information.

13.4.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint Switch.

13.4.1.3 The SCP shall also provide, at MCIm's option, such additional feature as described in SR-TSV-002275 (BOC Notes on the Sprint Networks, SR-TSV-002275, Issue 2 (Bellcore, April 1994)) as are available to Sprint. These may include, but are not limited to:

13.4.1.3.1 Network Management;

13.4.1.3.2 Subscriber Sample Collection; and

13.4.1.3.3 Service Maintenance.

13.4.2 **Interface Requirements**

The signaling interface between the MCIm or other local Switch and the Toll Free Number Database shall use the TCAP protocol as specified in the technical reference in Section 13.6.1, together with the signaling network interface as specified in the technical reference in Sections 13.6.2 and 13.6.6.

13.5 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

13.5.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 1995);

13.5.2 GR-1432-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Signaling Connection Control Part ("SCCP") and Transaction Capabilities Application Part ("TCAP") (Bellcore, March 1994);

13.5.3 GR-954-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Line Information Database ("LIDB") Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

13.5.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

13.5.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);

13.5.6 GR-1428-CORE, CCS Network Interface Specification ("CCSNIS") Supporting toll free service (Bellcore, May 1995); and

13.5.7 Bellcore Special Report SR-TSV-002275, IBOC Notes on the LEC Networks - Signaling.

13.6 **Advanced Intelligent Network ("AIN") Access, Service Creation Environment and Service Management System ("SCE/SMS") Advanced Intelligent Network Access**

When Technically Feasible, Advanced Intelligent Network ("AIN") Access, Service Creation Environment and Service Management System ("SCR/SMS") Advanced Intelligent Network Access will be offered. This Agreement will be amended to include requirements when available.

Section 14. Tandem Switching

14.1 **Definition**

Tandem Switching is the function that establishes a communications path between two (2) switching offices (connecting trunks to trunks) through a third switching office (the tandem Switch) including, but not limited to, CLEC, Sprint, independent telephone companies, IXCs and wireless carriers.

14.2 Technical Requirements

14.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/l/90. The requirements for Tandem Switching include, but are not limited to, the following:

14.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

14.2.1.2 Tandem Switching shall provide screening and routing as designated by MCIm;

14.2.1.3 Tandem Switching shall provide recording of all billable events designated by MCIm;

14.2.1.4 Where available, Tandem Switching shall provide Advanced Intelligent Network ("AIN") triggers supporting AIN features;

14.2.1.5 Tandem Switching shall provide connectivity to Operator Systems as designated by MCIm;

14.2.1.6 Tandem Switching shall provide access to toll free number portability database as designated by MCIm;

14.2.1.7 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (*e.g.*, SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

14.2.1.8 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

14.2.1.9 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

14.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC Switches.

14.2.3 Tandem Switching shall provide local tandeming functionality between two (2) end offices including two (2) offices

belonging to different CLEC's (*e.g.*, between an MCIm end office and the end office of another CLEC).

14.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 12.

14.2.5 To the extent Technically Feasible, Tandem Switching shall record billable events and send them to the area billing centers designated by MCIm. Billing requirements are specified in Attachment VIII of this Agreement.

14.2.6 Sprint shall perform routine testing and fault isolation on the underlying Switch that is providing Tandem Switching and all its interconnections. When requested by MCIm, the results and reports of the testing shall be made available to MCIm in a timeframe agreed upon by the Parties.

14.2.7 When requested by MCIm, Sprint shall provide Performance data regarding traffic characteristics or other measurable elements to MCIm for review.

14.2.8 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on MCIm traffic shall be at Parity with controls being provided or imposed on Sprint traffic (*e.g.*, Sprint shall not block MCIm traffic and leave its traffic unaffected or less affected).

14.2.9 Tandem Switching shall route calls to Sprint or MCIm endpoints or platforms (*e.g.*, Operator Services and PSAPs) on a per call basis as designated by MCIm. Detailed primary and overflow routing plans for all interfaces available within the Sprint switching network shall be mutually agreed to by MCIm and Sprint.

14.2.10 Tandem Switching shall process originating toll free traffic received from an MCIm local Switch.

14.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element.

14.2.12 The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and

Tandem switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

14.3 **Interface Requirements**

14.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

14.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which Sprint interconnects.

14.3.3 Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

14.3.4 Tandem Switching shall interconnect with MCIm's Switch, using two-way trunks, for traffic that is transiting via the Sprint network to InterLATA or IntraLATA carriers. At MCIm's request, Tandem Switching shall record and keep records of traffic for billing.

14.3.5 At MCIm's request, Tandem Switching shall provide overflow routing of traffic from a given trunk group or groups onto another trunk group or groups according to the methodology that MCIm designates.

14.4 Tandem Switching shall meet or exceed (*i.e.*, be more favorable to MCIm) each of the requirements for Tandem Switching set forth in the following technical references:

14.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

14.4.2 GR-905-CORE covering CCSNIS; and

14.4.3 GR-1429-CORE for call management features, and GR-2863-CORE and GR-2902-CORE covering CCS AIN interconnection.

Section 15. Additional Requirements

This Section 15 of Attachment III sets forth the additional requirements for unbundled Network Elements which Sprint agrees to offer to MCIm under this Agreement.

15.1 Cooperative Testing

15.1.1 Definition

Cooperative Testing means that Sprint shall cooperate with MCIm upon request or as needed to: (1) ensure that the Network Elements and ancillary functions and additional requirements being provided to MCIm by Sprint are in compliance with the requirements of this Agreement; (2) test the overall functionality of various Network Elements and ancillary functions provided by Sprint to MCIm in combination with each other or in combination with other equipment and facilities provided by MCIm or third Parties; and (3) ensure that all operational interfaces and processes are in place and functioning properly and efficiently for the provisioning and maintenance of Network Elements and ancillary functions and so that all appropriate billing data can be provided to MCIm.

15.1.2 Requirements

Within forty-five (45) days of the Effective Date of this Agreement, MCIm and Sprint will agree upon a process to resolve technical issues relating to interconnection of MCIm's network to Sprint's network and Network Elements and Ancillary Functions. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each Party's management. If MCIm and Sprint do not reach agreement on such a process within forty-five (45) days, any issues that have not been resolved by the Parties with respect to such process shall be submitted to the procedures set forth in Part A Section 23 of this Agreement, unless both Parties agree to extend the time to reach agreement on such issues.

15.1.2.1 Sprint shall provide MCIm access for testing at any interface between a Sprint Network Element or Combinations and MCIm equipment or facilities. Such test access shall be sufficient to ensure that the applicable requirements can be tested by MCIm. This access shall be available seven (7) days per week, twenty-four (24) hours per day. Where testing requires physical access to Sprint property, Sprint security escort guidelines will be employed.

15.1.2.1.1 Intrusive test access will generally follow the agreed to maintenance window guidelines which limits such access to the 12:00 midnight to 5:00 a.m.

timeframe. Exceptions to this guideline include equipment and services which, due to subscribers' normal off-peak usage, fall outside this timeframe. In such cases, test and maintenance will be performed during a timeframe jointly agreed to by Sprint, MCIm and the subscriber(s).

15.1.2.2 MCIm may test any interfaces, Network Elements or ancillary functions and additional requirements provided by Sprint pursuant to this Agreement.

15.1.2.3 Sprint shall provide engineering data as requested by MCIm for the Loop components as set forth in Sections 2, 3 and 4 of this Attachment which MCIm may desire to test. Such data shall include equipment engineering and cable specifications, signaling and transmission path data.

15.1.2.4 Upon MCIm's request, Sprint shall provide to MCIm any of its office records, Central Office layout and design records and drawings, system engineering and other applicable documentation (other than proprietary information of third parties) pertaining to a Network Element or ancillary function or the underlying equipment that is then providing a Network Element or ancillary function to MCIm.

15.1.2.5 Sprint shall provide to MCIm test results, from Sprint testing activities on a Network Element or ancillary function or additional requirement or the underlying equipment providing a Network Element or ancillary function or additional requirements. The types and frequency of such testing shall be agreed to by MCIm and Sprint and shall not be unreasonably withheld. MCIm may review such testing results and may notify Sprint of any deficiencies that are detected.

15.1.2.6 Sprint shall temporarily provision MCIm designated Local Switching features for testing. Within sixty (60) days of the Effective Date of this Agreement, MCIm and Sprint shall mutually agree on the procedures to be established between Sprint and MCIm to expedite such provisioning processes for feature testing.

15.1.2.7 Upon MCIm's request, Sprint shall provide technical staff to meet with MCIm representatives to provide required support for Cooperative Testing.

15.1.2.8 Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress tests. Sprint shall not remove such facilities from service without obtaining MCIm's prior approval. Prior to pre-planned testing of Dedicated Transport and Loop Feeder, MCIm will provide Sprint with expected testing timeframes, and appropriate contact numbers pursuant to Section 15.1.2.10 below.

15.1.2.9 Sprint shall notify MCIm prior to conducting tests or maintenance procedures on Network Elements or Ancillary Functions or on the underlying equipment that is then providing a Network Element or Ancillary Function, that may cause a service interruption or degradation of service. MCIm may request that such testing be conducted at a specified time, or that such test not be conducted during a specified time frame. Sprint shall attempt to accommodate MCIm's request.

15.1.2.10 Sprint shall provide a single point of contact to MCIm that is available seven (7) days per week, twenty-four (24) hours per day for trouble status, sectionalization, resolution, escalation, and closure. Such staff shall be adequately skilled to allow expeditious problem resolution.

15.1.2.11 Sprint shall provide to MCIm electronic access to one hundred five (105) responders, one hundred (100) type test lines, or one hundred two (102) type test lines associated with any circuits under test.

15.1.2.12 Sprint shall participate in Cooperative Testing with MCIm upon MCIm's request to test any operational interface or process used to provide Network Elements, Ancillary Functions or Services to MCIm.

15.1.2.13 MCIm and Sprint shall endeavor to complete Cooperative Testing as stated in Attachment VIII.

15.1.2.14 Sprint shall participate in Cooperative Testing requested by MCIm whenever it is deemed necessary by MCIm to ensure service Performance, reliability and subscriber serviceability.

15.1.2.15 MCIm may accept or reject the Network Element ordered by MCIm if, upon completion of cooperative

acceptance testing, the tested Network Element does not meet the requirements stated herein.

15.2 Performance

15.2.1 Scope

This Section addresses Performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital) and speed (or delay). In addition, an overview of service Performance requirements is given.

15.2.1.1 The general Performance requirements in this Section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this Performance Section and in the individual Network Elements Sections.

15.2.1.2 Sprint shall work cooperatively with MCIm to determine appropriate Performance allocations across Network Elements.

15.2.2 Sprint shall provide Performance in accordance with the requirements set forth in the technical references cited in this Attachment III and in no event shall Performance be less than Sprint provides for itself:

15.2.2.1 **Bell Communications Research, Inc. Documents**

15.2.2.1.1 FR-64, LATA Switching Systems Generic Requirements ("LSSGR"). This document contains 117 Technical References and Generic Requirements. Sections provide the requirements for Local Switching systems (also referred to as end offices) that serve subscribers' lines. Some modules of the LSSGR are also referenced separately in this document.

15.2.2.1.2 TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements ("TSGR"): Common Requirements.

15.2.2.1.3 TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems.

15.2.2.1.4 TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems.

15.2.2.1.5 TR-NWT-000507, Issue 5, December 1993, LSSGR - Transmission, Section 7.

15.2.2.1.6 GR-303-CORE, Issue 1, September 1995, Integrated Digital Loop Carrier System Generic Requirements, Objectives, and Interface.

15.2.2.1.7 GR-334-CORE, Issue 1, June 1994, Switched Access Service, Transmission Parameter Limits and Interface Combinations.

15.2.2.1.8 TR-NWT-000335, Issue 3, May 1993, Voice Grade Special Access Services - Transmission Parameter Limits and Interface Combinations.

15.2.2.1.9 TR-TSY-000529, Issue 2, July 1987, Public Safety - LSSGR.

15.2.2.1.10 GR-1158-CORE, Issue 2, October 1995, OSSGR Section 22.3, Line Information Database.

15.2.2.1.11 TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064).

15.2.2.1.12 TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

15.2.2.1.13 TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems.

15.2.2.1.14 TR-NWT-000505, Issue 3, May 1991, LSSGR Section 5, Call Processing.

15.2.2.1.15 FR-NWT-000271, 1993, Operator Services Systems Generic Requirements ("OSSGR").

15.2.2.1.16 TR-NWT-001156, Issue 2, July 1993, OSSGR Operator Services Systems Generic Requirements, Section 21, Operator Subsystem.

15.2.2.1.17 SR-TSY-001 171, Issue 1, January 1989, Methods and Procedures for System Reliability Analysis.

15.2.2.1.18 Bellcore, Telecommunications Transmission Engineering, 3rd Ed., 1990.

15.2.2.1.19 TA-NPL-000912, Issue 1, February 1989, Chapter 6: *Transmission Characteristics at Network Interface.*

15.2.2.1.20 Notes on the BOC Intra-LATA networks, 1993.

15.2.2.1.21 TR-NPL-340, Wideband Data Special Access Services Transmission Parameter Limits and Interface Combinations

15.2.2.2 **ANSI Standards**

15.2.2.2.1 ANSI T1.512-1994, Network Performance - Point-to-Point Voice-Grade Special Access Network Voiceband Data Transmission Objectives.

15.2.2.2.2 ANSI T1.506-1990, Network Performance - Transmission Specifications for Switched Exchange Access Network.

15.2.2.2.3 ANSI T1.508-1992, Telecommunications - Network Performance - Loss Plan for Evolving Digital Networks. Also supplement T1.508a-1993.

15.2.2.2.4 ANSI T1.101-1994, Digital Synchronization Network Plan.

15.2.2.2.5 ANSI T1.401-1992, "Interface Between Carriers and Customer Installations - Analog

Voicegrade Switched Access Lines Using Loop Start and Ground Start Signaling."

15.2.2.3 **TIA/EIA Standards**

15.2.2.3.1 Electronic Industries Association/Telecommunications Industries Association Standards and Engineering Publications not enumerated below may be referred to for additional applicable parameters.

15.2.2.3.2 TIA/EIA TSB-37A, Telephone Network Transmission Model for Evaluating Modem Performance.

15.2.2.3.3 TIA/EIA TSB-38, Test Procedure for Evaluation of two (2)-wire 4 kHz Voiceband Duplex Modems.

15.2.2.4 **IEEE Standards**

15.2.2.4.1 IEEE Standard 743-1984, IEEE Standard Methods and Equipment for Measuring Transmission Characteristics of Analog Voice Frequency Circuits.

15.2.2.4.2 ANSI/IEEE Standard 820-1984, Telephone Loop Performance Characteristics.

15.2.2.5 **REA Standards**

Rural Electrification Administration Telecommunications Engineering and Construction Manual Section 424, Issue No. 4, May 1988, Draft.

15.2.3 **Services and Capabilities**

15.2.3.1 All Network Elements shall provide Performance sufficient, in combination with other Network Elements, to provide the following applications in accordance with the requirements of this document:

15.2.3.1.1 All types of voice services;

15.2.3.1.2 All types of voice-band data modem connections up to and including 28.8 Kbps V-34;

15.2.3.1.3 All types of FAX transmissions up to and including 14.4 Kbps group 3;

15.2.3.1.4 All CLASS/LASS features; and

15.2.3.1.5 All Operator Systems.

15.2.3.2 The following capabilities shall be provided as applicable:

15.2.3.2.1 ISDN BRI;

15.2.3.2.2 ISDN PRI;

15.2.3.2.3 Switched digital data;

15.2.3.2.4 Non-switched digital data;

15.2.3.2.5 Any types of video applications that a subscriber may order;

15.2.3.2.6 Any Coin Services the subscriber may order;

15.2.3.2.7 Frame Relay and ATM; and

15.2.3.2.8 Private Line Services.

15.2.4 Specific Performance Requirements for Network Elements and Ancillary Functions

15.2.4.1 Sprint shall provide performance of Network Elements and Ancillary Functions in accordance with the requirements of the industry standards set forth in Section 15.2.2 above as such standards pertain to the provision of local services, and in no event shall Sprint's performance be less than Sprint provides for itself, its Affiliates or other local telecommunications carriers. The loop specifications below were extracted from industry standards and knowledge of realistic loop performance. In some cases these specifications may not apply to a specific loop implementation. Some implementations may be covered in more detail by TR-NPL-57, GR-334, CORE, or REA 424. For example, in GR-334-CORE, Feature Group A, WAL, and JIS describe various practical loop implementations. Where

more than one specification applies to a loop, the more realistic one applies.

15.2.4.1.1 Any request by MCIm for access to a work Element or for a level of Performance that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request, as described in Section 24 of Part A, and shall be subject to the payment by MCIm of all applicable costs in accordance with the Act.

15.2.4.2 **Performance Allocation**

15.2.4.2.1 Transmission path impairments may be classified as either analog or digital, and will depend on the nature of the signal transmitted across the Network Element. Analog impairments are introduced on any analog portion of the Loop, typically between the NID [portion of Loop Distribution] and the analog to digital (A/D) conversion, and are usually correlated with the length of the physical plant. Digital impairments are introduced by A/D conversion and by interfaces between digital Network Elements. In addition, noise can be introduced by either analog transmission or the A/D conversion.

15.2.4.3 **Loop Combination Architecture Constraints**

15.2.4.3.1 The following constraints will limit not only the variety of loop combination architectures that may be considered, but also the architectures Sprint may consider to deliver any Ancillary Function or Network Element. These constraints apply to the entire path between the NID and the loop terminals at the boundary of the Sprint Switch. Any exceptions to these restrictions shall be specifically requested or approved by MCIm in writing.

15.2.4.3.1.1 No more than 1 A-D conversion pair (one free-standing loop carrier allowed; two or more on one loop not allowed);

15.2.4.3.1.2 No more than 1, 2-to-4-wire hybrid pair (as above);

15.2.4.3.1.3 No voice compression, except as may be required for proper operation of an overall system, *e.g.*, a companderd carrier system;

15.2.4.3.1.4 No echo canceled or suppressers;

15.2.4.3.1.5 One digital loss pad per PBX trunk at the Sprint switch;

15.2.4.3.1.6 No digital gain; and

15.2.4.3.1.7 No additional equipment that might significantly increase intermodulation distortion.

15.2.4.4 **Transmission Impairments**

15.2.4.4.1 **Analog Impairments**

15.2.4.4.1.1 Analog Impairments are those introduced on portions of the end-to-end circuit on which communications signals are transmitted in analog format. These portions of the transmission path would typically be between NID and an A/D conversion, most commonly on the metallic loop. The performance on the analog portion of a circuit is typically inversely proportional to the length of that circuit. These analog impairment requirements shall apply to any single loop.

15.2.4.4.1.2 **Loss**

15.2.4.4.1.2.1 Electrical loss is measured using a 1004 Hz 0.0 DB one Milliwatt standard termination test tone.

15.2.4.4.1.2.2 Off-hook electrical Loss between the NID and the switch shall be no more than 8.0 dB for any line, and the mean value for all lines shall be <5.0 dB.

15.2.4.4.1.3 **Idle Channel Circuit Noise**

15.2.4.4.1.3.1 Idle channel circuit noise (C-message) is added by analog facilities. Although such noise also is added by the A/D conversion of signals, by digital processing equipment (*e.g.*, echo cancelers, digital loss pads), robbed bit signaling, and errors on digital facilities, such causes are not included in this requirement because this requirement pertains only to metallic analog loops.

15.2.4.4.1.3.2 Idle channel circuit noise shall be less than or equal to 20 dBrnC.

15.2.4.4.1.4 **Talker Echo**

15.2.4.4.1.4.1 The primary source of echo is improper impedance-matching at the 2-to-4 wire hybrid in the Sprint network. The impact on subscriber perception is a function of both echo return loss and delay.

15.2.4.4.1.4.2 Echo Return Loss ("ERL") shall be as specified in Bellcore technical references.

15.2.4.4.1.5 **Listener Echo**

Listener Echo is a double reflection of a transmitted signal at two (2) different impedance mismatches in the end-to-end connection. While in extreme cases it can degrade voice transmission Performance, Listener Echo is primarily an issue for voiceband data. The requirements on Talker Echo shall apply to Listener Echo.

15.2.4.4.1.6 **Propagation Delay and Processing Delay**

15.2.4.4.1.6.1 Propagation Delay is the delay involved in transmitting information from one location to another. It is caused by processing delays of equipment in the network and delays associated with traveling across transmission facilities.

15.2.4.4.1.6.2 Sprint shall cooperate with MCIm to limit total service Propagation and Processing Delay to levels at Parity with that within the Sprint local network.

15.2.4.4.1.7 **Signal-to-Noise Ratio**

15.2.4.4.1.7.1 The Signal-to-Noise Ratio ("S/N") is a critical parameter in determining voiceband data Performance. It is typically measured with a 1004 Hz tone.

15.2.4.4.1.7.2 Sprint must provide on the Loop Combination a signal-to-noise ratio of at least 22 dB between the NID and the end office in accordance with TR-NWT-57 or GR-334-CORE as applicable.

15.2.4.4.1.8 **C-Notched Noise**

The requirements for Signal-to-Noise Ratio shall apply to C-Notched Noise.

15.2.4.4.1.9 **Attenuation Distortion**

15.2.4.4.1.9.1 Attenuation Distortion, also known as frequency distortion or gain slope, measures the variations in loss at different frequencies across the voice frequency spectrum (404 Hz-2804 Hz). It is measured by subtracting the

loss at 1004 Hz from the loss at the frequency of interest.

15.2.4.4.1.9.2 Attenuation Distortion shall remain within the range -1.5 dB/+5 dB for the frequencies 404 Hz and 2804 Hz with reference to 1004 Hz IAW Bellcore GR-334-CORE.

15.2.4.4.1.10 **Envelope Delay Distortion**

15.2.4.4.1.10.1 Envelope Delay Distortion ("EDD"), also known as relative delay, measures the difference in transit time of signals at different frequencies. EDD is measured relative to the transit time of a specified tone, and is given in microseconds. EDD is used as an approximation of the group delay of the channel.

15.2.4.4.1.10.2 EDD shall be as specified in the applicable technical references.

15.2.4.4.1.11 **Phase Jitter**

15.2.4.4.1.11.1 Phase jitter measures the unwanted angular modulation of a signal. It is caused by noise or the actual modulation of the signal by another unwanted signal. It displaces the zero crossings of a signal. It is measured in terms of peak-to-peak deviations of a 1004 Hz tone from its nominal zero crossings, and in a specified frequency band. Phase jitter impacts voiceband data performance and can make modems more susceptible to other impairments, including noise.

15.2.4.4.1.11.2 From the Sprint C.O. to the NID or interexchange carrier point of

termination, phase jitter shall be < 7.0° peak-to-peak in the 4-300 Hz band IAW GR-334-CORE.

15.2.4.4.1.12 **Amplitude Jitter**

15.2.4.4.1.12.1 Amplitude Jitter is any deviation of the peak value of a 1004 Hz signal from its nominal value. Excessive amounts can impair voiceband data Performance. It is primarily caused by noise but can also be caused by Phase Jitter, gain hits, or single frequency interference.

15.2.4.4.1.12.2 Amplitude Jitter shall be consistent with Bellcore ST-TEC-000053, Network Engineering or the most applicable technical reference.

15.2.4.4.1.13 **Intermodulation Distortion**

15.2.4.4.1.13.1 Intermodulation Distortion ("IMD") measures non-linear distortions of a signal. It compares the power of unwanted tones to the power of the transmitted tones. It is measured for both the second and third mixing orders of the transmitted tones. IMD is caused by compression or clipping and can impair voiceband data Performance.

15.2.4.4.1.13.2 Both second and third order IMD between the NID and end office shall be > 31 and 34 dB respectively or IAW GR-334-CORE or the most applicable technical reference.

15.2.4.4.1.14 **Impulse Noise**

15.2.4.4.1.14.1 Impulse noise is a sudden and large increase in noise on a channel for a short duration of time.

Impulse noise is measured as a count of the number of times a noise threshold is exceeded during a given time period (typically five (5) or fifteen (15) minutes). It is caused by protection switching, maintenance activities, electro-mechanical switching systems, digital transmission errors, and line coding mismatches. Impulse noise sounds like clicking noises or static on voice connections. Impulse noise impairs voiceband data Performance and is highly dependent on the local thunderstorm rate.

15.2.4.4.1.14.2 The NID to interexchange carrier point of termination portions of connections shall introduce no more than 15 impulse noise events exceeding a threshold of 67dBrnC in any 15 minute period IAW GR-334-CORE.

15.2.4.4.1.15 **Phase Hits**

15.2.4.4.1.15.1 Phase hits are a sudden change in the phase of a signal lasting a predetermined time. Phase hits are measured using a threshold which indicates how much the phase of the signal has changed with respect to its nominal phase. Phase hits are caused by protection switching and slips or other synchronization errors. Phase hits can impair voiceband data Performance.

15.2.4.4.1.15.2 Between the NID and Interexchange Carrier point of termination, ninety-nine and three quarters percent (99.75%) of all fifteen (15) minute connections shall have no phase hits exceeding twenty degrees (20°). In addition, there shall be no

more than one (1) phase hit exceeding twenty degrees (20°) in any thirty (30)-minute period.

15.2.4.4.1.16 **Gain Hits**

15.2.4.4.1.16.1 Gain hits are sudden changes in the level of a signal that last a predetermined time or longer. Gain hits are measured against a predetermined threshold relative to the signal's nominal level. Gain hits are usually caused by protection switches and can impair voiceband data Performance.

15.2.4.4.1.16.2 On any single loop, ninety-nine and one-half percent (99.5%) of all fifteen (15)-minute connections shall have no Gain hits exceeding three (3) dB. In addition, there shall be no more than one (1) Gain hit exceeding three (3) dB in any thirty (30)-minute period.

15.2.4.4.1.17 **Dropouts**

15.2.4.4.1.17.1 Dropouts are drops in the level of a signal of twelve (12) dB or more a specified level for at least ten (10) msec. They are caused by protection switching events, radio fading, and conditions causing digital carrier systems to lose frame. Dropouts are critical for voiceband data Performance but, if severe enough, will also affect voice quality.

15.2.4.4.1.17.2 Between the NID and the Interexchange Carrier point of termination, ninety-nine and nine-tenths percent (99.9%) of all fifteen (15)-minute connections shall have no dropouts and in addition, no connection shall suffer

more than one (1) dropout in any sixty (60)-minute period.

15.2.4.4.1.18 **Frequency Shift**

15.2.4.4.1.18.1 Frequency shift measures any frequency changes that occur when a signal is transmitted across a channel. It is typically measured using a 1004 Hz tone. Frequency shift has very little impact on voice or voiceband data Performance; however, round-trip frequency shifts can affect the ability of echo cancelers to remain converged.

15.2.4.4.1.18.2 No more than 0.2 Hz frequency shift shall be on any connection. In addition, ninety-nine and one-half percent (99.5%) of all calls shall have frequency shift < 0.1 Hz.

15.2.4.4.1.19 **Cross-talk**

15.2.4.4.1.19.1 Cross-talk is the presence of signals from other telephone connections on a circuit. Cross-talk can be either intelligible, when speech from other connections can be heard and understood, or unintelligible. Cross-talk is caused by inter-channel interference on the transmission system. Cross-talk is difficult to measure: it requires correlating signals on different circuits or using human listeners to identify its presence. Trouble reports may be used to estimate the probability of Cross-talk.

15.2.4.4.1.19.2 Ninety-nine percent (99%) of Loop Combinations shall have probability ≤ 0.1% of experiencing Cross-talk exceeding -65 dBm0.

15.2.4.4.1.20 **Clipping**

15.2.4.4.1.20.1 Clipping occurs when part of a transmitted signal is dropped and does not reach the receiving portion on a connection. It can be caused by Digital Speech Interpolation ("DSI") equipment used in Digital Circuit Multiplication Systems ("DCMS") which increase the amount of traffic that transmission facilities carry, and by echo cancelers or echo suppressers.

15.2.4.4.1.20.2 No Clipping incidents shall occur on any call.

15.2.4.4.2 **Digital Impairments**

Digital impairments occur in the signal wherever it is transmitted in digital format. These errors are usually introduced upon conversion of the signal from analog to digital, as well as at interfaces between digital components. While many digital impairments have little impact on subjective voice quality, they can impact voiceband data Performance. These digital impairments requirements shall apply to any one digital facility (*e.g.*, subscriber carrier, digital remote switch, distribution carrier, end office, *etc.*).

15.2.4.4.2.1 **Signal Correlated Distortion**

15.2.4.4.2.1.1 Signal Correlated Distortion ("SCD") is unwanted noise or distortion introduced into a signal through the conversion of a signal from analog to digital format or through digital processing that changes the transmitted signal. SCD affects Performance when a sign is being transmitted. The primary sources of SCD are signal encoders, echo cancelers, digital loss pads, and robbed bit signaling. SCD affects both voice and voiceband data Performance.

15.2.4.4.2.1.2 The NID-to-end office connection shall allow:

15.2.4.4.2.1.2.1 A maximum of two (2) A/D conversion, using sixty-four (64) Kbps 1-law (1=255) PCM;

15.2.4.4.2.1.2.2 No voice compression;

15.2.4.4.2.1.2.3 No echo cancellation; and

15.2.4.4.2.2 **Slips**

15.2.4.4.2.2.1 Slips occur when a frame of digital data is either deleted or repeated because of differences in the clocks used to synchronize digital facilities. Slips sound like clicks or pops on voice calls and have major impact on voiceband data Performance.
15.2.4.4.2.2.2 The NID-to-Interexchange Carrier point of termination portion of connections shall have fewer than 0.45 Slips every twenty-four (24) hours on average.

15.2.4.4.2.3 **Digital Timing Jitter and Wander**

15.2.4.4.2.3.1 Digital Timing Jitter is the unwanted phase modulation of digital signals at rates above 10 Hz. Wander is the unwanted phase modulation of digital signals at rates below 10 Hz. Digital Timing Jitter is caused by imperfections in the timing recovery process of repeaters and the stuffing synchronization process used by multiplexer/demultiplexers. Wander is caused by slowly varying changes in digital signal phase due to clock frequency offset and drift, changes in propagation delay of terrestrial facilities due to temperature changes and

changes in the distance of satellites from the earth. These events have a major impact on voiceband data Performance.

15.2.4.4.2.3.2 The maximum Digital Timing Jitter allowed in the 10 Hz to 8 kHz frequency band at any network interface or any terminal equipment in the network is five (5) Unit Intervals ("UI"). The maximum Digital Timing Jitter allowed in the 8 kHz to 40 kHz frequency band is 0.1 UI. The objective for Wander is less than twenty-eight (28) UI at any network interface or terminal equipment.

15.2.4.4.2.4 **DS-1 Errored Seconds**

15.2.4.4.2.4.1 An Errored Second ("ES") on a DS-1 facility is any second during which at least one (1) bit is in error. The impact of an ES on Performance depends on the number of errors that occur during a second. Typically, voice Performance is not significantly impacted by ES but they can cause errors in voiceband data transmissions.
15.2.5.4.2.4.2 Each Sprint network shall have less than twenty (20) ESs per twenty-four (24) hour period.

15.2.4.4.2.5 **DS-1 Severely Errored Seconds ("SES")**

15.2.4.4.2.5.1 A Severely Errored Second ("SES") is any second during which a DS-1 has an error rate exceeding 0.001. An SES can be caused by a loss of framing, a slip, or a protection Switch. SESs have impacts on both voice and voiceband data Performance. For voice, a SES will sound like a burst of noise or static. SESs that occur during a voiceband

data transmission cause a significant burst of errors and can cause modems to retrain.

15.2.4.4.2.5.2 The digital portion of each NID to POP connection shall have less than two (2) SESs per twenty-four (24) hour period.

15.2.4.4.2.6 **Short Failure Events ("SFE")**

15.2.4.4.2.6.1 A Short Failure Event ("SFE") is a Loss of Frame ("LOF") event of less than two (2) minutes' duration. An LOF event is declared when, on detection of a Loss of Signal ("LOS") or Out-of-Frame ("OOF"), a rise-slope-type integration process starts that declares a LOF after 2.5±0.5 sec. of continuous LOS or OOF. If the LOS or OOF is intermittent the integration process shall decay at a slope of 1/5 the rise slope during the period when the signal is normal. Thus, if the ratio of a LOS or OOF to a normal signal is greater than 1/2, a LOF will be declared. A LOS condition shall be declared when the Network Channel Terminating Equipment has determined that 175±75 successive pulse positions with no pulses of either positive or negative polarity have occurred. An OOF condition shall be declared when either Network equipment or Digital Terminal Equipment detects errors in the framing pattern.

15.2.4.4.2.6.2 There shall be fewer than one (1) SFE per month.

15.2.4.5 **Service Availability and Reliability**

Availability refers to the time period during which the service is up and usable for its intended purpose. Reliability refers

to the probability that a task will be completed successfully, given that it is successfully begun.

15.2.4.5.1 **Blocked Calls**

15.2.4.5.1.1 Blocking is the fraction of call origination attempts denied service during a stated measurement period. Blocking occurs because of competition for limited resources within the network.

15.2.4.5.1.2 For IntraLATA toll service and local exchange service, the Blocking level from originating ("NID") to terminating NID shall not exceed one percent (1%) in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the Blocking rate shall not exceed one-half percent (0.5%) in any hour.

15.2.4.5.2 **Downtime**

Downtime is the period of time that a system is in a failed state.

15.2.4.5.2.1 The average downtime for all subscriber Loop Combinations shall be less than forty-nine (49) minutes per year. The maximum downtime for ninety-nine percent (99%) of all subscriber Loop Combinations shall be less than seventy-four (74) minutes per year.

15.2.4.5.2.2 The average downtime for an end office Switch shall be less than three (3) minutes per year. The average downtime for individual trunks shall be less than twenty-eight (28) minutes per year. The average downtime for digital trunk groups shall be less than twenty (20) minutes per year. The average downtime for an individual line appearance at the Switch shall be less than twenty-eight (28) minutes per year. The average downtime for a Remote Terminal ("RT") shall be less than seventeen (17) minutes per year. The average

downtime for an individual line on a Remote Terminal ("RT") shall be less than thirteen (13) minutes per year.

15.2.4.5.2.3 The mean time to repair ("MTTR") of any equipment at an attended site shall be less than three (3) hours. The mean time to repair ("MTTR") of any equipment at an unattended site shall be less than four (4) hours. Ninety-five (95%) of all repairs to the network interface ("NID") shall be completed within twenty-four (24) hours.

15.2.4.5.2.4 There shall be no downtime due to power failures at the Switch.

15.2.4.5.2.5 The probability of a stable call being cut off shall be less than twenty (20) cutoffs per one million (1,000,000) one (1) minute calls.

15.2.4.5.2.6 The rate of ineffective machine attempts at the end office shall be less than 0.0005 (five (5) failures per ten thousand (10,000) call attempts).

15.2.4.5.2.7 Sprint shall meet all requirements for private line services in TR-NWT-000335, ANSI T1.512-1994.

15.2.4.5.3 **Dial Tone Delay**

15.2.4.5.3.1 Dial-Tone Delay is the time period between a subscriber off-hook and the receipt of dial tone from an originating end office. Dial-Tone Delay has a significant effect on subscriber opinion of service quality.

15.2.4.5.3.2 The average dial-tone delay shall not exceed one and one-half percent (1.5%) of calls delayed more than three (3) seconds. At most twenty percent (20%) of calls during the high day busy hour ("HDBH") shall experience dial-tone delay greater than three (3) seconds.

15.2.4.5.4 **Dial Tone Removal**

15.2.4.5.4.1 Dial Tone Removal is the time between recognition of the first address digit to the removal of dial tone on the line.

15.2.4.5.4.2 The maximum dial tone removal interval shall be ≤500 milliseconds.

15.2.4.5.5 **Post Dial Delay**

15.2.4.5.5.1 Post Dial Delay ("PDD") is the amount of time a caller must wait after entering or dialing the last digit of a Destination Telephone Number ("DTN") before hearing a valid audible network response. The PDD for an end user is measured from the time the caller has pressed or dialed the last digit of a DTN until receipt of an audible network response.

15.2.4.5.5.2 The requirements given reflect an end-to-end CCS7 protocol for MCIm end users. Where a mixture of CCS7 and inband ("MF") signaling protocols are employed, an increase in the PDD can be expected.

15.2.4.5.5.2.1 **PDD 1 - A - Intra LSO**

15.2.4.5.5.2.1.1 Intra-LSO calls do not employ external signaling protocols. The PDD for intra-LSO call flows are dependent upon the processor cycle time and traffic load conditions. This PDD is assumed to be between subscribers on the same LSO, between the Remote Switch Modules ("RSMs") on the same Host, or between an RSM and Host subscribers.

15.2.4.5.5.2.1.2 The objective for intra-LSO PDD is less than 310 milliseconds for fifty percent (50%) of all calls and

less than 460 milliseconds for ninety-five percent (95%) of all calls.

15.2.4.5.5.2.2 **PDD1-B-LSO to Another Local LSO**

15.2.4.5.5.2.2.1 The signaling protocols from an LSO to another LSO are assumed to employ out-of-band Common Channel Signaling System 7 ("CCS7") format. Local calls, that is, calls from an LSO to another LSO are assumed to have no more than one (1) pair of Signaling Transfer Point Switches ("STPs") and no more than one (1) data base dip.

15.2.4.5.5.2.2.2 This PDD is expected to be better than the MCIT Long Distance objective with an average PDD of ≤ 8.70 seconds with ninety-five percent (95%) ≤1.34 seconds.

15.2.4.5.5.2.3 **PDD1-C-MCIm LSO to Other LSO**

15.2.4.5.5.2.3.1 Calls from an MCIm LSO to other LSOs are dependent upon the interface agreements between MCIm and the LSO service provider and may employ CCS7, inband ("MF") or a combination of both protocols.

15.2.4.5.5.2.3.2 Calls from an MCIm LSO to another LSO via the Public Switched Network ("PSTN"), using end-to-end CCS7 signaling protocols, can expect to meet the MCIm PDD objectives of an average of two (2) seconds with ninety-five percent (95%) in ≤2.5 seconds. Calls from an MCIm LSO via the PSTN to LSOs outside the local service area are assumed to use CCS7 signaling protocols to the MCIm

Switch. The egress signaling protocols from the MCIT Switched Network to the many different local telephone company service providers however do not necessarily utilize CCS7 signaling. There are three (3) basic egress signaling configurations. They are:

15.2.4.5.5.2.3.2.1 Network Inter-Connect, CCS7 between MCIm and the local telephone company;

15.2.4.5.5.2.3.2.2 Inband Multifrequency ("MF") signaling protocols without a Sprint egress tandem in the connection; and

15.2.4.5.5.2.3.2.3 Inband MF signaling protocols with a Sprint egress tandem in the connection.

15.2.4.6.5.2.3.2.3.1 Calls from an MCIm LSO to other LSOs outside the local service area are assumed to have multiple STPs for 1+ traffic in the access and PSTN portion of the connection. The egress from the PSTN for 1+ traffic is again dependent upon the interface agreements in that service area and may consist of CCS7 or inband MF protocols.

15.2.4.6.5.2.3.2.3.2 Calls from an MCIm's LSO to another MCIm LSO with a mixture of CCS7 or all inband signaling protocols are expected to receive PDDs on the average of two and nine-tenths (2.9) seconds with ninety-five (95%) in ≤ six and one-half (6.5) seconds.

15.2.4.5.5.2.4 **Impact of Number Portability ("NP")**

If a call forwarding option is used as an interim solution for NP, the delay due to additional switching in the local access shall not exceed 0.4 seconds (95th percentile) in addition to the PDDs described above.

15.2.4.5.5.2.5 **Custom Local Area Subscriber Services ("CLASS")**

CLASS℠ features such as Calling Name Delivery can contribute to the PDD of a call. This delay is caused by the additional time (Sprint option) before the ringing interval commences. This default delay is three (3) seconds. Optional settings are available in one (1) second intervals from one (1) to six (6) seconds. Calls to DTNs that have CLASS℠ features, particularly with calling name delivery, can expect to experience from one (1) to six (6) seconds (three (3) seconds default) of additional PDD compared to the PDDs shown for PDD1-C. MCI will specify optimal settings.

15.2.4.5.5.2.6 **Partial Dial Timing**

15.2.4.5.5.2.6.1 The interval between each information digit from a subscriber's line, until the LSO or switching system has determined that the digit string is incomplete.

15.2.4.5.5.2.6.2 For customer lines, Partial Dial Timing shall be ≥ sixteen (16) seconds and < twenty-four (24) seconds. For trunks, inband signaling time-out shall be ≥ five (5) seconds and < twenty (20) seconds.

15.2.4.6 **Local Switching**

Sprint shall provide Performance equal to or better than [in accordance with] the requirements for Local Switching set forth in Bellcore LSSGR TR-TSY-000511. Post Dial Delay for connections to MCIm local Operator Services shall be no worse than Operator Services provided by Sprint. Additionally, Post Dial Delay from the Operator Services to destination numbers shall be no worse than that provided by Sprint. Post Dial Delay for connections to MCIm local directory services shall be no worse than directory services provided by Sprint. Additionally, Post Dial Delay from the directory system to destination numbers shall be no worse than that provided by Sprint.

15.2.4.7 **Operator Systems**

Operator System connections shall comply with the requirements for the Loop Combination, Local Switching, Operator Service, and Directory Assistance Service requirements.

15.2.4.8 **Common Transport**

Specific requirements for this Network Element or Ancillary Function are in the Common Transport Section. In all cases the Performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between MCIm and Sprint consistent with sound engineering principles.

15.2.4.9 **Dedicated Transport**

Specific requirements for this Network Element are in the Dedicated Transport Section. In all cases the Performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." (Allocation of impairments shall be negotiated between MCIm and Sprint consistent with sound engineering principles.)

15.2.4.10 **Signaling Transfer Points**

Specific requirements for this Network Element are in the Signaling Transfer Points Section. In all cases the

Performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." (Allocation of impairments shall be negotiated between MCIm and Sprint.)

15.2.4.11 **Signaling Link Transport**

Specific requirements for this Network Element are in the Signaling Link Transport Section. In all cases the Performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between MCIm and Sprint consistent with sound engineering principles.

15.2.4.12 **SCPs/Databases**

The Performance requirements for databases (NP, LIDB, E911, etc.) vary depending or the database and the applications it supports. Database-specific Performance requirements are included in the Sections addressing individual Network Elements and in applicable Bellcore documents. In all cases, the query response time, availability, accuracy, updating capabilities, and other Performance parameters shall at least be at Parity with those services as provided to Sprint or other subscriber.

15.2.4.13 **Tandem Switching**

Specific requirements for this Network Element are in the Tandem Switching Section. In all cases the Performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between MCIm and Sprint consistent with sound engineering principles.

15.2.5 **Test and Verification**

15.2.5.1 Sprint shall permit MCIm to confirm acceptable Performance of any Network Element.

15.2.5.1.1 At MCIm's request, Sprint will provide access to the Network Element sufficient for MCIm to test the Performance of that Network Element to MCIm's satisfaction.

15.2.5.1.2 At MCIm's request, Sprint will perform tests to confirm acceptable Performance and provide MCIm with documentation of test procedures and results acceptable to MCIm.

15.3 Protection, Restoration, and Disaster Recovery

15.3.1 Scope

This Section refers specifically to requirements on the use of redundant network equipment and facilities for protection, restoration, and disaster recovery.

15.3.2 Requirements

15.3.2.1 Sprint shall provide protection, restoration, and disaster recovery capabilities at Parity with those capabilities provided for their own services, facilities and equipment (*e.g.*, equivalent circuit pack protection ratios, and facility protection ratios).

15.3.2.2 Sprint shall provide Network Elements and Ancillary Functions equal priority in protection, restoration, and disaster recovery as provided to their own services, facilities and equipment.

15.3.2.3 Sprint shall provide Network Elements and Ancillary Functions equal priority in the use of spare equipment and facilities as provided to their own services, facilities and equipment.

15.3.2.4 Sprint shall restore Network Elements which are specific to MCIm end user subscribers on a priority basis as MCIm may designate.

15.4 Synchronization

15.4.1 Definition

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source.

Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum one (1) source so that transmission from these network points have the same average line rate.

15.4.2 **Technical Requirements**

The following requirements are applicable to the case where Sprint provides synchronization to equipment that MCIm owns and operates within a Sprint location. In addition, these requirements apply to synchronous equipment that is owned by Sprint and is used to provide a Network Element to MCIm.

15.4.2.1 The synchronization of clocks within digital networks is divided into two (2) parts: intra-building and inter-building. Within a building, a single clock is designated as the Building Integrated Timing Supply ("BITS"), which provides all of the DS1 and DS0 synchronization references required by other clocks in such building. This is referred to as intra-building synchronization. The BITS receives synchronization references from remotely-located BITS. Synchronization of BITS between buildings is referred to as inter-building synchronization.

15.4.2.2 To implement a network synchronization plan, clocks within digital networks are divided into four (4) stratum levels. All clocks in strata 2, 3, and 4 are synchronized to a stratum 1 clock, that is, they are traceable to a stratum 1 clock. A traceable reference is a reference that can be traced back through some number of clocks to a stratum 1 source. Clocks in different strata are distinguished by their free running accuracy or by their stability during trouble conditions such as the loss of all synchronization references.

15.4.2.2.1 **Intra-Building**

15.4.2.2.1.1 Within a building, there may be different kinds of equipment that require synchronization at the DS1 and DS0 rates. Synchronization at the DS1 rate is accomplished by the frequency synchronizing presence of buffer stores at various DSI transmission interfaces. Synchronization at the DS0 rate is accomplished by using a

composite clock signal that phase synchronizes the clocks. Equipment requiring DS0 synchronization frequently does not have adequate buffer storage to accommodate the phase variations among different equipment. Control of phase variations to an acceptable level is accomplished by externally timing all interconnecting DS0 circuits to a single clock source and by limiting the interconnection of DS0 equipment to less than 1,500 cable feet. Therefore, a BITS shall provide DS1 and composite clock signals when the appropriate composite signal is a 64-kHz 5/8th duty cycle, return to zero with a bipolar violation every eighth pulse (B8RZ).

15.4.2.2.2 **Inter-Building**

15.4.2.2.2.1 Sprint shall provide inter-building synchronization at the DSI rate, and the BITS shall accept the primary and secondary synchronization links from BITS in other buildings. From hierarchical considerations, the BITS shall be the highest stratum clock within the building and Sprint shall provide operations capabilities (this includes, but is not limited to: synchronization reference provisioning; synchronization reference status inquiries; timing mode status inquiries; and alarm conditions).

15.4.3 **Synchronization Distribution Requirements**

15.4.3.1 Central Office BITS shall contain redundant clocks meeting or exceeding the requirements for a stratum 2 clock, or such clock as Sprint has, as specified in ANSI T1.101-1994 and Bellcore TR-NWT-001244 Clocks for the Synchronized Network: Common Generic Criteria.

15.4.3.2 Where available, Central Office BITS shall be powered by primary and backup power sources.

15.4.3.3 If both reference inputs to the BITS are interrupted or in a degraded mode (meaning off frequency greater than twice the minimum accuracy of the BITS, loss of frame,

excessive bit errors, or in Alarm Indication Signal), then the stratum clock in the BITS shall provide the necessary bridge in timing to allow the network to operate without a frame repetition or deletion (slip free) with Performance as set forth in applicable industry standards.

15.4.3.4 DS1s multiplexed into a SONET synchronous payload envelope within an STS-n (where n is defined in ANSI T1.105-1995) signal shall not be used as reference facilities for network synchronization.

15.4.3.5 The total number of Network Elements cascaded from the stratum 1 source shall be minimized.

15.4.3.6 A Network Element shall receive the synchronization reference signal only from another Network Element that contains a clock of equivalent or superior quality (stratum level).

15.4.3.7 Sprint shall select for synchronization those facilities shown to have the greatest degree of availability (absence of outages).

15.4.3.8 Where possible, all primary and secondary synchronization facilities shall be physically diverse (this means the maximum feasible physical separation of synchronization equipment and cabling).

15.4.3.9 No timing Loops shall be formed in any combination of primary and secondary facilities.

15.4.3.10 Where available, an Operations Support System ("OSS") shall continuously monitor the BITS for synchronization-related failures or degradation.
15.4.3.11 Where available, an OSS shall continuously monitor all equipment transporting synchronization facilities for synchronization-related failures or degradation.

15.4.3.12 For non-SONET equipment, Sprint shall provide synchronization facilities which, at a minimum, comply with the standards set forth in ANSI T1.101-1994.

15.4.3.13 For SONET equipment, Sprint shall provide synchronization facilities that have time deviation ("TDEV")

for integration in compliance with Bellcore and ANSI standards.

15.5 SS7 Network Interconnection

15.5.1 Definition

Figure 7 depicts Signaling System 7 ("SS7") Network Interconnection. SS7 Network Interconnection is the interconnection of MCIm local Signaling Transfer Point ("STPs") with Sprint STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among Sprint switching systems and databases ("DBs"), MCIm local or tandem switching systems, and other third party switching systems directly connected to the Sprint SS7 network.

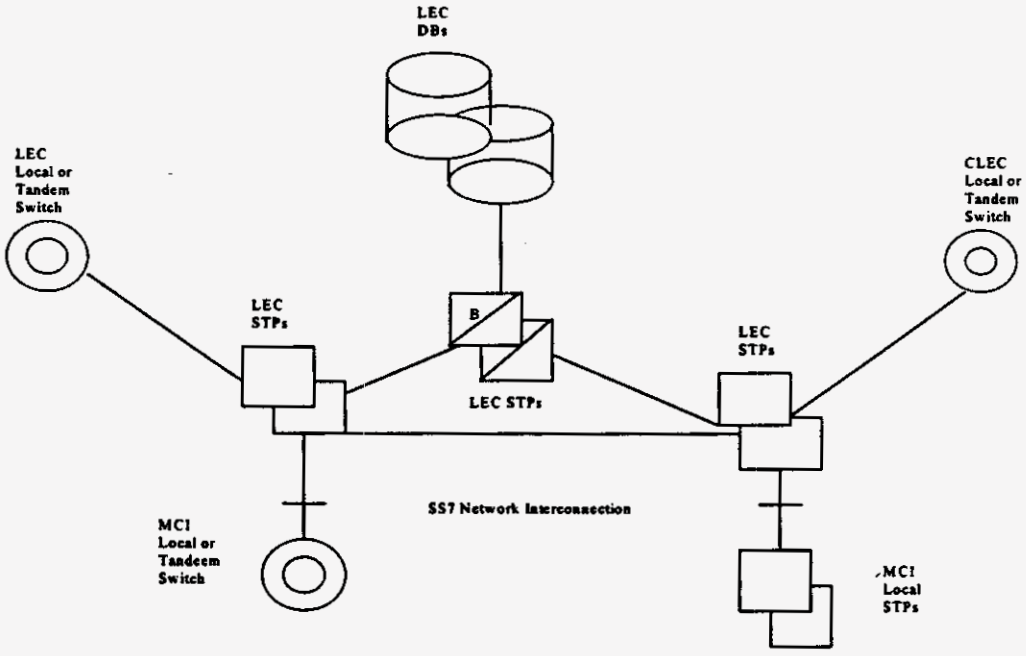

Figure 7. SS7 Network Interconnection

15.5.2 Technical Requirements

15.5.2.1 SS7 Network Interconnection shall provide signaling connectivity to all components of the Sprint SS7 network. These include:

15.5.2.1.1 Sprint local or tandem switching systems;

15.5.2.1.2 Sprint SCP databases; and

15.5.2.1.3 Other third party local or tandem switching systems.

15.5.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of Sprint switching systems and databases and MCIm or other third party switching systems that are connected with A-link access to the Sprint SS7 network.

15.5.2.3 In particular, Figure 8 depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of transaction capabilities application part ("TCAP") messages. If traffic is routed based on dialed or translated digits between an MCIm Local Switching system and a Sprint or other third party Local Switching system, either directly or via a Sprint tandem switching system, then, at Parity to itself and where available, that the Sprint SS7 network shall convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the MCIm local STPs and the Sprint or other third party local Switch.

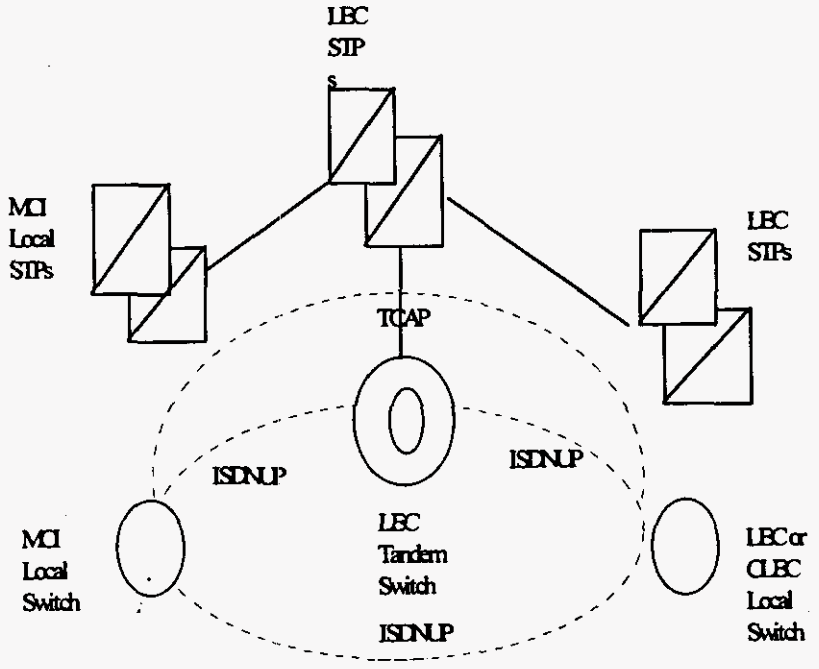

Figure 8. Interswitch TCAP Signaling for SS7 Network Interconnection

15.5.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier ("ISNI") is generally available on Sprint STPs, the Sprint SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the Sprint Switch routes traffic based on a Carrier Identification Code ("CIC").

15.5.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1. 111 (Reference 12.5.2). This includes:

15.5.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

15.5.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and

15.5.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

15.5.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 12.5.4). In particular, this includes Global Title Translation ("GTT") and SCCP Management procedures, as specified in T1.112.4.

15.5.2.7 Where the destination signaling point is a Sprint switching system or DB, or is another third party local or tandem switching system directly connected to the Sprint SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination.

15.5.2.8 Where the destination signaling point is an MCIm local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a Gateway pair of MCIm local STPs, and shall not include SCCP Subsystem Management of the destination.

15.5.2.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part ("ISDNUP"), as specified in ANSI T1.113.

15.5.2.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

15.5.2.11 If and when Internetwork MTP Routing Verification Test ("MRVT") and SCCP Routing Verification Test ("SRVT") become approved ANSI standards and available capabilities of Sprint STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

15.5.2.12 SS7 Network Interconnection shall be equal to or better than the following Performance requirements:

15.5.2.12.1 MTP Performance, as specified in ANSI T1.111.6;

15.5.2.12.2 SCCP Performance, as specified in ANSI T1.112.5; and

15.5.2.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.

15.5.3 **Interface Requirements**

15.5.3.1 Sprint shall offer the following SS7 Network Interconnection options to connect MCIm or MCIm-designated STPs to the Sprint SS7 network:

15.5.3.1.1 D-link interface from MCIm STPs.

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

15.5.3.2.1 A D-link layer shall consist of four (4) links, as depicted in Figure 9.

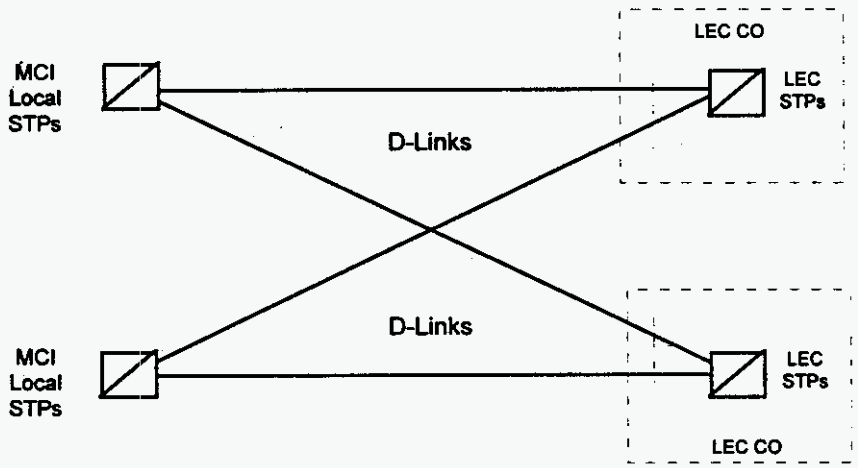

Figure 9. D-LINK Interface

15.5.3.3 The Signaling Point of Interconnection ("SPOI") for each link shall be located at a cross-connect element, including, but not limited to, a DSX-1, in the Central Office ("CO") where the Sprint STPs is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. Sprint shall offer higher rate DS1 signaling links for interconnecting MCIm Local Switching systems or STPs with Sprint STPs as soon as these become approved ANSI standards and available capabilities of Sprint STPs.

15.5.3.3.1 MCIm and Sprint shall mutually develop a plan for interconnection of their signaling networks. The number and location of the Signaling Points of

Interconnection ("SPOIs") as well as the requirements for link diversity will be specified in said plan. The Parties shall agree upon a plan that is reasonable and efficient for both Parties.

15.5.3.3.2 Each Party will designate one of the two SPOIs in the LATA. A SPOI can be any existing cross-connect point in the LATA. Since each Party will designate a SPOI, both Parties will have the incentive to select reasonable and efficient SPOI locations.

15.5.3.3.3 Each signaling link requires a port on each Party's STP at rates as specified in Attachment I.

15.5.3.4 Where physical diversity is available, the Sprint CO shall provide intraoffice diversity between the SPOIs and the Sprint STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B or D-links in a layer connecting to a Sprint STPs.

15.5.3.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP and TCAP. These protocol interfaces shall conform to the following specifications:

15.5.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Network Interconnection, Message Transfer Part ("MTP"), and Integrated Services Digital network User Part ("ISDNUP");

15.5.3.5.2 Bellcore GR-1428-CORE, CCS Network Interface Specification ("CCSNIS") Supporting toll free service;

15.5.3.5.3 Bellcore GR-1429-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Call Management Services; and

15.5.3.5.4 Bellcore GR-1432-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Signaling Connection Control Part ("SCCP") and Transaction Capabilities Application Part ("TCAP").

15.5.3.5.5 Sprint shall set message screening parameters to accept messages at MCIm's instructions from MCIm local or tandem switching systems destined to any signaling point in the Sprint SS7 network with which the MCIm switching system has a legitimate signaling relation.

15.5.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

15.5.4.1 ANSI T1.110-1992 American National Standard Telecommunications Signaling System Number 7 ("SS7") - General Information;

15.5.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Message Transfer Part ("MTP");

15.5.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Message Transfer Part ("MTP") Supplement;

15.5.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Signaling Connection Control Part ("SCCP");

15.5.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Integrated Services Digital Network ("ISDN") User Part;

15.5.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Transaction Capabilities Application Part ("TCAP");

15.5.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Monitoring and Measurements for Networks;

15.5.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Operations, Maintenance and Administration Part ("OMAP");

15.5.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 ("SS7") - Intermediate Signaling Network Identification ("ISNI");

15.5.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification ("CCSNIS") Supporting Network Interconnection, Message Transfer Part ("MTP"), and Integrated Services Digital Network User Part ("ISDNUP");

15.5.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Line Information Database ("LIDB") Service;

15.5.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification ("CCSNIS") supporting toll free service;

15.5.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Call Management Services; and

15.5.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification ("CCSNIS") Supporting Signaling Connection Control Part ("SCCP") and Transaction Capabilities Application Part ("TCAP").

15.6 **Network Interconnection [NOTE: This Section covers Network Elements purchased from Sprint used in MCI's network to support interconnection, not Sprint's interconnection trunks.]**

15.6.1 **Technical Requirements**

15.6.1.1 When requested by MCIm, Sprint shall provide interconnections between the Sprint Network Elements provided to MCIm and MCIm's network at transmission rates agreed upon by MCIm and Sprint, (*e.g.*, DSO, DS1, DS3 and SONET).

15.6.1.2 Traffic shall be combined and routed as follows:

15.6.1.2.1 Sprint shall provide direct trunks for IntraLATA traffic (except 911, directory assistance, Operator Services, and other services that may require special routing) and, at MCIm's request, Sprint shall allow MCIm to route such traffic either directly to

a Sprint tandem or directly to a Sprint end office. At MCIm's option, IntraLATA toll and Local Traffic shall be combined onto one trunk group.

15.6.1.2.2 At MCIm's request, Sprint shall receive MCIm traffic destined to the Sprint Operator Systems Network Element, on trunks from an MCIm end office or an MCIm tandem.

15.6.1.2.3 At MCIm's request, Sprint shall receive MCIm CAMA-ANI ("Centralized Automatic Message Accounting - Automatic Number Identification") traffic destined to the Sprint B911 PSAPs, or E911 tandems, on trunks from an MCIm end office.

15.6.1.2.4 Where deployed and at MCIm's request, Sprint shall receive MCIm SS7 traffic destined to any Sprint S911 tandem on trunks from an MCIm end office.

15.6.1.3 When requested by MCIm and a third party carrier, Sprint shall provide interconnections between MCIm's network, and the other carrier's network through the Sprint network at transmission rates designated by MCIm, including, but not limited to, DS1, DS3, and STS-1. Sprint shall combine and route traffic to and from other local carriers and InterLATA carriers through the Sprint network, and at MCIm's request, Sprint shall record and keep records of such traffic for MCIm billing purposes, where Technically Feasible.

15.6.1.4 Sprint shall provide two-way trunk groups for interconnections. At MCIm's request, Sprint shall provide unidirectional traffic on such trunks, in either direction, effectively operating them as if they were one-way trunk groups.

15.6.1.5 Sprint shall provision trunks without any user restrictions (*e.g.*, option for two-way trunking, and no restrictions by traffic types).

15.6.1.6 All trunking provided by Sprint shall adhere to the applicable Performance requirements set forth in the "General Performance Requirements" Section 15 of this Attachment.

15.6.1.7 At MCIm's request, Sprint shall provide for overflow routing from a given trunk group or groups onto another trunk group or groups as MCIm designates.

15.6.1.8 Sprint and MCIm shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXCs. These trunk groups can be provided in a "meet point" arrangement.

15.6.1.9 Interconnection shall be made available upon MCIm's request at any Technically Feasible point of interface. All trunk interconnections shall be provided, including, SS7, MF, DTMF, DialPulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary so that interim NP can be provided.

15.6.1.10 **Trunk Interface Requirements**

15.6.1.10.1 **B911/E911 Trunks**

15.6.1.10.1.1 Sprint shall allow MCIm to provide direct trunking to each Sprint B911 serving end office, or Sprint E911 tandem, as is appropriate for the applicable serving area. These trunks are to be provided as one-way trunks from a given MCIm end office to the Sprint 911 end office or tandem.

15.6.1.10.1.2 Sprint shall provide for overflow 911 traffic to be sent to the Sprint Operator Services platform or, at MCIm's direction, routed directly to MCIm's Operator Services platform to be handled in the same manner as Sprint handles its own end users or others.

15.6.1.10.2 **S911 Trunks**

In areas where S911 tandems are used, Sprint shall allow MCIm to provide direct trunking to each Sprint S911 tandem. Such SS7 trunks are to be provided as one-way trunks from a given MCIm end office to the Sprint S911 tandem.

15.6.1.10.3 **Local Switch and Access Tandem Trunks**

15.6.1.10.3.1 Sprint shall provide trunks groups provisioned exclusively to carry IntraLATA traffic, as designated by MCIm.
15.6.1.10.3.2 Sprint shall provide trunk groups provisioned exclusively to carry InterLATA traffic, as designated by MCIm.

15.6.1.10.3.3 Sprint shall provide SS7 trunks which provide SS7 interconnection. At MCIm's request, MF trunks may be substituted for SS7 trunks where applicable.

15.6.1.10.3.4 Sprint shall simultaneously route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

15.6.1.10.4 **Sprint Operator Services Trunk**

15.6.1.10.4.1 For traffic from the Sprint network to MCIm for Operator Services, Sprint shall provide one trunk group per NPA served by the local Sprint Switch.

15.6.1.10.4.2 Sprint shall provide such trunks as one-way trunks from the Sprint network to the MCIm network.

15.6.2 Network Interconnection between Sprint and MCIm shall meet or exceed all of the requirements for Network Interconnection set forth in the following technical references:

15.6.2.1 GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part ("ISDNUP"), Bellcore, February, 1994;

15.6.2.2 GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection

Using the Integrated Services Digital Network User Part ("ISDNUP"), Bellcore, February, 1994;

15.6.2.3 FR-NWT-000271, OSSGR Operator Services Systems generic requirements, Bellcore, 1994 Edition; and

15.6.2.4 FR-NWT-000064, LATA Switching Systems Generic Requirements ("LSSGR"), Bellcore, 1994 Edition.

Section 16. Basic 911 and E911

See Attachment VIII, Section 6.1.1, 911 General Requirements and Section 6.2.1, 911 System Interface and Exchanges.

Section 17. Directory Assistance Data

See Attachment VIII, Section 6.1.6, Directory Assistance Data General Requirements and Section 6.2.2, Directory Assistance Data Interfaces and Exchanges.

TABLE OF CONTENTS

Attachment IV
INTERCONNECTION

Section 1.	Local Interconnection Trunk Arrangement	IV-1
Section 2.	Compensation Mechanisms	IV-2
Section 3.	Signaling	IV-4
Section 4.	Network Servicing	IV-5
Section 5.	Network Management	IV-8
Section 6.	Busy Line Verify and Interrupt	IV-8
Section 7.	Usage Measurement	IV-9
Section 8.	Responsibilities of the Parties	IV-9

ATTACHMENT IV

INTERCONNECTION

Section 1. Local Interconnection Trunk Arrangement

1.1 The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on each other's networks as follows:

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

1.1.2 Separate two-way trunks will be made available for the exchange of equal access InterLATA or IntraLATA interexchange traffic that transits Sprint's network. Upon agreement between MCIm and Sprint, equal access InterLATA and/or IntraLATA traffic may be combined on the same trunk group as Local Traffic, non-equal access IntraLATA toll traffic, and local transit traffic.

1.1.3 Separate trunks connecting MCIm's Switch to each 911/E911 tandem.

1.1.4 Separate trunk group connecting MCIm's Switch to Sprint's Operator Service center for operator-assisted busy line interrupt/verify. MCIm, at its option, may establish trunks from its own Operator Services platform directly to Sprint's Operator Service center.

1.1.5 Separate trunk group connecting MCIm's Switch to Sprint's directory assistance center in instances where MCIm is purchasing Sprint's unbundled directory assistance service.

1.1.6 It is recognized by the Parties that there is no technical requirement to segregate local and interexchange traffic. Further, it shall be incumbent upon the Party receiving the request to prove that a request for a revised traffic combination is technically infeasible.

1.2 **Interconnection Point**

1.2.1 "Interconnection Point" or "IP" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between MCIm and Sprint for the local interconnection of their networks.

1.2.2 MCIm shall designate at least one (1) physical IP in the LATA (of which one (1) IP shall be a tandem office or from a location which MCIm purchases transport to such tandem office, unless otherwise mutually agreed by the Parties) in which MCIm originates Local Traffic and interconnects with Sprint. MCIm will be responsible for engineering and maintaining its network on its side of the IP. Sprint will be responsible for engineering and maintaining its network on its side of the IP. If and when the Parties choose to interconnect at a mid-span meet, MCIm and Sprint will jointly provision the facilities that connect the two (2) networks. Sprint will be required to provide either fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. MCIm will be required to provide either fifty percent (50%) of the facilities or to Sprint's exchange boundary, whichever is greater.

1.2.2.1 Upon MCIm's request for additional points of interconnection, Sprint will interconnect with MCIm at any Technically Feasible point of MCIm's choosing.

1.2.2.2 Any end office not subtending Sprint's tandem Switch will require provisioning of a separate IP or purchase of transport to an existing IP is such transport is available, by MCIm to terminate traffic to such end office.

Section 2. Compensation Mechanisms

2.1 **Interconnection Point**

2.1.1 Each Party is responsible for bringing its facilities to the IP.

2.2 **Compensation for Call Traffic Transport and Termination**

2.2.2 The IP determines the point at which the originating carrier shall pay the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

2.2.2.1 "Transport", which includes the two (2) rate elements of transmission and any necessary tandem switching of Local Traffic from the interconnection point between the two (2) carriers to the terminating carrier's end office Switch that directly serves the called end user.

2.2.2.2 "Termination", which includes the switching of Local Traffic at the terminating carrier's end office Switch.

2.3 When an MCIm subscriber places a call to Sprint subscribers, MCIm will hand off that call to Sprint at the IP. Conversely, when Sprint hands over Local Traffic to MCIm for MCIm to transport and terminate, Sprint must use an established IP within the LATA for a minimum of twelve (12) months from the time that interconnection is established. After the twelve (12) month period Sprint may, with MCIm's agreement, establish an alternate IP of its choosing that the parties will use for Sprint's Local Traffic to MCIm. Should Sprint and MCIm be unable to agree to the establishment of Sprint's alternate IP, then Sprint may invoke the Dispute Resolution Procedure as set forth in Section 23 of Part A of this Agreement.

2.4 MCIm may designate an IP at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. The transport and termination charges for Local Traffic flowing through an IP shall be as follows:

2.4.1 When calls from MCIm are terminating on Sprint's network through the Sprint tandem, MCIm will pay to Sprint transport charges from the IP to the tandem for dedicated or common transport. MCIm shall also pay a charge for tandem switching, dedicated or common transport to the end office, and end office termination.

2.4.2 When Sprint terminates calls to MCIm's subscribers using MCIm's Switch, Sprint shall pay to MCIm transport charges from the IP to the MCIm switching center for dedicated or common transport. Sprint shall also pay to MCIm a charge symmetrical to its own charges for the functionality actually provided by MCIm.

2.4.3 MCIm may choose to establish direct trunking to any given end office. If MCIm leases trunks from Sprint, it shall pay charges for dedicated or common transport. For calls terminating from MCIm to subscribers served by these directly-trunked end offices, MCIm shall also pay for end office termination. For Sprint traffic

terminating to MCIm over the direct end office trunking, compensation payable by Sprint shall be the same as that detailed in Section 2.4.2 above.

Section 3. Signaling

3.1 **Signaling protocol.** The Parties will interconnect their networks using SS7 signaling where Technically Feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Operations Forum ("NOF") adopted standards shall be adhered to.

3.2 The Parties will provide CCS to each other in conjunction with all trunk groups supporting Local Traffic and transit and toll traffic, except for known limitations with INP trunking. The Parties will cooperate on the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All available CCS signaling parameters will be provided including ANI, originating line information ("OLI"), calling party category, Charge Number, etc. All privacy indicators will be honored. For terminating FGD, Sprint will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by MCIm wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.3 Refer to Attachment III, Section 15.5 for detailed terms of SS7 Network Interconnection.

3.4 Standard interconnection facilities shall be extended superframe ("ESF") with B8ZS line code. Where ESF/B8ZS is not available, MCIm will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

3.4.1 Where MCIm is unwilling to utilize an alternate interconnection protocol, MCIm will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of executing this Agreement consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K

CCC local interconnection trunk groups, and the associated B8ZS extended super frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIm and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way.

Section 4. Network Servicing

4.1 Trunk Forecasting

4.1.1 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:

4.1.1.1 Yearly forecasted trunk quantities (which include baseline data that reflect actual tandem and end office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two (2) years (current plus one (1) year));

4.1.1.2 The use of Common Language Location Identifier ("CLLI-MSG"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100; and

4.1.1.3 Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.1.2 Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

4.1.2.1 If the Parties are unable to reach such a reconciliation, the local interconnection trunk groups shall be provisioned to the higher forecast. At the end of three (3) months, the utilization of the local interconnection trunk groups will be reviewed and if the average centi call seconds ("CCS") utilization for the third month is under seventy-five percent (75%) of capacity, either Party may issue an order to resize the trunk group.

4.1.2.2 If the Parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%) of centi call seconds ("CCS") capacity on a monthly-average basis for each month of any six (6) month period, either Party may issue an order to resize the trunk group.

4.1.3 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

4.1.4 Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trucks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher, as agreed upon by MCIm and Sprint. Initial trunking will be established between the MCIm switching centers and Sprint's access tandem(s). The Parties will utilize direct end office trunking under the following conditions:

4.1.4.1 **Tandem Exhaust.** If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIm and Sprint subscribers.

4.1.4.2 **Traffic Volume.** The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an MCIm switching center and a Sprint end office where the traffic exceeds or is forecast to exceed 220,000 minutes of Local Traffic per month. The Parties will install additional capacity between such points when overflow traffic between the MCIm switching center and Sprint access tandem exceeds or is forecast to exceed 220,000 minutes of Local Traffic per month unless otherwise mutually agreed.

4.1.4.3 **Mutual Agreement.** The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions set forth in Subsections 4.1.4.1 and 4.1.4.2 above and agreement will not unreasonably be withheld.

4.2 Grade of Service

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

4.3 Trunk Servicing

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

4.3.2 As discussed in this Agreement, both Parties will jointly manage the capacity of local interconnection trunk groups. Sprint's trunk servicing group will send a trunk group service request ("TGSR") to MCIm to trigger changes Sprint desires to the local interconnection trunk groups based on Sprint's capacity assessment. MCIm will issue an ASR to Sprint:

4.3.2.1 Within ten (10) business days after receipt of the TGSR upon review of and in response to Sprint's TGSR; or

4.3.2.2 At any time as a result of MCIm's own capacity management assessment, to begin the provisioning process.

4.3.3 The standard interval used for the provisioning of local interconnection trunk groups shall be determined by subscriber desired due date, but in no event shall it be longer than ten (10) working days.

4.3.4 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of

multiple orders or related activities between and among Sprint and MCIm work groups, including, but not limited to, the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX Code moves, re-homes, facility grooming, or network rearrangements.

4.3.5 MCIm and Sprint agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. MCIm and Sprint agree to exchange an up-to-date list on a quarterly basis.

Section 5. Network Management

5.1 **Protective Protocols**

5.1.1 Either Party may use protective network traffic management controls such as seven (7) digit and ten (10) digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, Switch congestion or failure or focused overload. MCIm and Sprint will immediately notify each other of any protective control action planned or executed.

5.2 **Expansive Protocols**

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

5.3 **Mass Calling**

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

Section 6. Busy Line Verify and Interrupt

6.1 **Description.** Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party

in order to provide BLV/LI services on calls between their respective end users on or before the Effective Date of this Agreement.

6.2 **Compensation.** Each Party shall charge the other Party for BLV/LI at rates specified in Attachment I.

Section 7. Usage Measurement

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

7.2 Measurement of minutes of use over local interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual local interconnection trunk group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

7.3 Each Party shall provide to the other, within twenty (20) business days after the end of each quarter (commencing with the first full quarter after the Effective Date of this Agreement), a usage report with the following information regarding traffic sent by the recording Party over the Local Interconnection trunk groups, whether the arrangement is direct interconnection or transit through a third party:

7.3.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the local interconnection trunk groups; and

7.3.2 Percent Local Use ("PLU").

Section 8. Responsibilities of the Parties

8.1 Sprint and MCIm agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

8.2 MCIm and Sprint agree to exchange such reports and/or data as provided in this Attachment in Section 7 to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than ten (10) business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party

being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the Party requesting the audit and may include review of the data described in Section 7 above. Such audits shall be requested within six (6) months of having received the PLU factor and usage reports from the other Party. Any adjustments, credits, or payments, and any corrective action that is determined to be necessary, as a result of this audit shall be made or taken in accordance with the procedures set forth in Section 22.4 of Part A of this Agreement.

8.3 MCIm and Sprint will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Sprint and MCIm will work together to begin providing these forecasts within thirty (30) days from the Effective Date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either Sprint or MCIm.

8.4 MCIm and Sprint shall share responsibility for all Control Office functions for local interconnection trunks and trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.5 MCIm is responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.6 MCIm and Sprint shall:

8.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;

8.6.2 Notify each other when there is any change affecting the service requested, including the due date;

8.6.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure their interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date;

8.6.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other;

8.6.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks;

8.6.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours per day/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other Party;

8.6.7 Provide to each other test line numbers and access to test lines; and

8.6.8 Cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

TABLE OF CONTENTS

Attachment V
COLLOCATION

Section 1.	Introduction	V-1
Section 2.	Technical Requirements	V-1
Section 3.	Physical Security	V-19
Section 4.	License	V-22
Section 5.	Technical References	V-22

ATTACHMENT V

COLLOCATION

Section 1. Introduction

This Attachment sets forth the requirements for Collocation.

Section 2. Technical Requirements

2.1 Sprint shall provide space, as requested by MCIm, to meet MCIm's needs for placement of equipment, interconnection, or provision of service ("Collocated Space").

2.1.1 MCIm shall not occupy or use the Collocated Space, or permit the Collocated Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by this Agreement, if such purpose, act or thing: (i) is in violation of any public law, ordinance or governmental regulation; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of the premiums beyond such increase as results from the contemplated occupancy in this Agreement for any insurance policy carried on the building or covering its operations; or (iv) violates the terms of this Agreement.

2.2 Sprint shall offer intraoffice facilities (*e.g.*, DS0, DS-1, DS-3, and other available transmission speeds where available) to meet MCIm's need for placement of equipment, interconnection, or provision of service.

2.3 Sprint agrees to allow MCIm's employees and designated agents unrestricted but escorted access to MCIm dedicated space in manned Sprint offices twenty-four (24) hours per day each day of the week. MCIm shall use reasonable efforts to provide Sprint twenty-four (24) hours prior notice of such access. Sprint may place reasonable security restrictions, including an escort requirement, on access by MCIm's employees and designated agents to the Collocated Space in unmanned Sprint offices. Notwithstanding the above, Sprint agrees that such space shall be available to MCIm's employees and designated agents twenty-four (24) hours per day each day of the week upon twenty-four (24) hour prior notice. In no case should any reasonable security restrictions be more

restrictive than those Sprint places on their own personnel, except with respect to an escort requirement as set forth above.

2.4 MCIm may collocate the amount and type of equipment it deems necessary in its Collocated Space in accordance with FCC Rules and Regulations, except for switching equipment which will not be collocated. Such equipment shall meet Bellcore specifications and be manufactured by a Sprint approved vendor. Approved vendors will, at a minimum, be vendors Sprint currently approves for their own use. Sprint will approve additional vendors provided they meet Bellcore standards.

2.5 Sprint shall permit a collocating Telecommunications carrier to interconnect its network with that of another collocating Telecommunications carrier at the Sprint premises and to connect its collocated equipment to the collocated equipment of another Telecommunications carrier within the same premises. Sprint in all cases shall provide such interconnections.

2.6 Sprint shall permit MCIm or its designated subcontractor to perform the construction of physical Collocation arrangements, provided, however, that any such MCIm subcontractor shall be subject to Sprint's approval, such approval shall not be unreasonably withheld. Approval by Sprint shall be based on the same criteria it uses in approving contractors for its own purposes.

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

> 2.7.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. MCIm shall permit Sprint to inspect all construction operations within the premises and to approve contractors, which approval shall not be unreasonably withheld. If alterations are made by MCIm's contractors, MCIm shall furnish to Sprint prior to commencement thereof, building permits and

certificates of insurance to be provided by MCIm's contractors and sub-contractors. Any such insurance to be provided by MCIm's contractors or sub-contractors shall provide for coverage in amounts not less than as required by Sprint of MCIm under Subsection 2.45 of this Attachment V. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used shall be furnished to Sprint. MCIm and its contractors and sub-contractors shall hold Sprint harmless from all claims, costs, damages, liens and expenses which may arise out of or be connected in any way with installations, alterations or additions.

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

2.7.3 All fixtures and other equipment to be used by MCIm in, about or upon the premises shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.

2.8 Sprint shall provide basic telephone service with a connection jack as ordered by MCIm from Sprint for the Collocated Space. Upon MCIm's request, this service shall be available at the Collocated Space on the day that the space is turned over to MCIm by Sprint.

2.9 Sprint shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCIm's space and equipment. These environmental conditions shall adhere to Bell Communication Research ("Bellcore") Network Equipment Building System ("NEBS") standards TR-EOP-000063 or other mutually agreed standards.

2.9.1 If MCIm locates equipment or facilities in the Collocated Space which Sprint determines affect the temperature or other environmental conditions otherwise maintained by Sprint in the building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices for the Collocated Space, and the cost of providing,

installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by MCIm's equipment or facilities shall be paid by MCIm to Sprint.

2.9.2 If MCIm's equipment or facilities requires cooling capability in excess of that normally provided by Sprint for its own equipment, any required supplementary air conditioning required by MCIm shall be paid by MCIm to Sprint.

2.10 Where available and subject to Sprint's standard security procedures, Sprint shall provide access to eyewash stations, shower stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for MCIm personnel and its designated agents.

2.11 Sprint shall provide all ingress and egress of fiber and power cabling to Collocated Spaces. MCIm's specific diversity requirements for each site or Network Element will be provided in the Collocation request.

2.12 Each Party shall ensure protection of the other Party's proprietary subscriber information. In conjunction with any Collocation arrangement Sprint and MCIm shall adhere to the provisions of Section 21 of Part A of this Agreement.

2.13 Sprint shall participate in and adhere to negotiated and agreed to service guarantees and Performance Standards, if any.

2.14 Sprint shall provide MCIm with written notice five (5) business days prior to those instances where Sprint or its subcontractors may be performing work in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support MCIm equipment. Sprint will inform MCIm by telephone of any emergency-related activity that Sprint or its subcontractors may be performing in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support MCIm equipment. Notification of any emergency-related activity shall be made immediately prior to the start of the activity so that MCIm can take any action required to monitor or protect its service.

2.15 Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments or decorating to the Collocated Space, building and property, in a manner consistent with Sprint's normal business practices.

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

2.16 MCIm shall provide Sprint with written notice five (5) business days prior to those instances where MCIm or its subcontractors may be performing work in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support Sprint equipment. MCIm will inform Sprint by telephone of any emergency-related activity that MCIm or its subcontractors may be performing in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support Sprint equipment. Notification of any emergency-related activity shall be made immediately prior to the start of the activity so that Sprint can take any action required to monitor or protect its service.

2.17 To the extent Sprint performs the construction of the physical Collocation arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed Collocation request. Any deviation from MCIm's order must thereafter be approved by MCIm.

2.18 MCIm and Sprint will complete an acceptance walk through of those portions of the Collocation arrangement provided by Sprint. Exceptions that are noted during this acceptance walk through shall be corrected by Sprint within five (5) business days after the walk through except where circumstances reasonably warrant additional time. In such event subject to MCIm's consent, which shall not be unreasonably withheld, Sprint shall be given additional time. The correction of these exceptions from the original Collocation request shall be at Sprint's expense.

2.19 Sprint shall provide detailed Telephone Equipment drawings depicting the exact location, type, and cable termination requirements (*i.e.*, connector type, number and type of pairs, and naming convention)

for Sprint Point of Termination Bay(s) to MCIm within ten (10) business days of acceptance of MCIm's request for Collocated Space.

2.20 Sprint shall provide detailed drawings depicting the exact path, with dimensions, for MCIm Outside Plant Fiber ingress and egress into Collocated Space within ten (10) business days of the acceptance of MCIm's request for Collocated Space.

2.21 Sprint shall provide detailed power cabling connectivity information including the sizes and number of power feeders to MCIm within ten (10) business days of the acceptance of MCIm's request for Collocated Space.

2.22 To the extent Sprint performs the construction of the physical Collocation arrangement, Sprint shall provide positive confirmation to MCIm when construction of Collocated Space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.

2.23 Sprint shall provide the following information to MCIm within ten (10) business days of receipt of a written request from MCIm:

2.23.1 Work restriction guidelines;

2.23.2 Sprint or industry technical publication guidelines that impact the design of Sprint collocated equipment;

2.23.3 Sprint contacts (names and telephone numbers) for the following areas:

Engineering
Physical & Logical Security
Provisioning
Billing (Related to Collocation Services)
Operations
Site and Building Managers
Environmental and Safety; and

2.23.4 Escalation process for the Sprint employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to MCIm's Collocation.

2.24 Power as referenced in this document refers to any electrical power source supplied by Sprint for MCIm equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. Sprint will supply power to

support MCIm equipment at equipment specific DC and AC voltages. At a minimum, Sprint shall supply power to MCIm at Parity with that provided by Sprint to itself or to any third party. If Sprint performance, availability, or restoration falls below industry standards, Sprint shall bring itself into compliance with such industry standards as soon as technologically feasible.

2.24.1 Central office power supplied by Sprint into the MCIm equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated MCIm equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of MCIm equipment. The termination location shall be as requested by MCIm.

2.24.2 Sprint shall provide power as requested by MCIm to meet MCIm's need for placement of equipment, interconnection, or provision of service.

2.24.3 Sprint power equipment supporting MCIm's equipment shall:

2.24.3.1 Comply with applicable industry standards (*e.g.*, Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at Parity with that provided for similar Sprint equipment;

2.24.3.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for MCIm equipment, or, at a minimum, at Parity with that provided for similar Sprint equipment;

2.24.3.3 Provide, upon MCIm's request, the capability for Real Time access to power performance monitoring and alarm data that impacts (or potentially may impact) MCIm traffic;

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

2.24.3.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for MCIm equipment in accordance with MCIm's Collocation request.

2.24.3.6 To the extent Sprint performs the construction of physical Collocation arrangements, Sprint shall, within ten (10) business days of MCIm's request:

2.24.3.6.1 Provide prices for Collocation as set forth in Sprint's tariffs (non-tariffed charges shall be negotiated between the Parties);

2.24.3.6.2 Provide an installation schedule and access that will allow Sprint and MCIm installation efforts in parallel without jeopardizing either Party's personnel safety or existing services; and

2.24.3.6.3 Provide information on existing power plant alarms that adhere to Bell Communication Research ("Bellcore") Network Equipment Building System ("NEBS") standards TR-EOP-000063;

2.24.3.7 Sprint shall provide cabling that adheres to Bell Communication Research ("Bellcore") Network Equipment Building System ("NEBS") standards TR-EOP-000063;

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

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

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

2.25 To the extent that space for virtual Collocation is available, Sprint shall provide virtual Collocation where physical Collocation is not practical for technical reasons or because of space limitations. Sprint shall take collocator demand into account when renovating existing facilities and constructing or leasing new facilities. Space for physical or virtual Collocation will be made available to MCIm consistent with the requirements of the Act.

2.26 Where Collocation space and associated requirements are available, intervals for physical Collocation shall be a maximum of three (3) months from the requested date, subject to additional time for asbestos removal or extraordinary construction as mutually agreed upon by MCIm and Sprint. Virtual Collocations will have a maximum interval of two (2) months.

2.27 MCIm may choose to lease unbundled transport from the Sprint facility, or from a third carrier, rather than construct to the Sprint facility where equipment will be collocated.

2.28 Sprint will maintain, at MCIm's expense, MCIm's virtually collocated equipment in a manner equal to, or better than, how it maintains its own equipment. Maintenance includes the change out of electronic cards provided by MCIm and per MCIm's request.

2.29 As part of the license granted in Section 4 herein, MCIm, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocated Space, corridors and other access ways from the entrance to the building, the Collocated Space, and the parking areas adjacent to the building for vehicles of persons while working for or on behalf of MCIm at the Collocated Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or by other occupants of the building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet MCIm's needs. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, such as those set forth in Section 2.3 of this Attachment V.

2.30 Where available, Sprint shall furnish passenger elevator service as necessary to reach the Collocated Space or common areas to which

MCIm has access pursuant to the terms of this Attachment V twenty-four (24) hours a day, seven (7) days a week. Where available, freight elevator service when used by MCIm's contractors, employees or agents shall be provided at times reasonably satisfactory to Sprint.

2.31 MCIm shall regularly inspect the Collocated Space to ensure that the Collocated Space is in good working condition. MCIm shall promptly notify Sprint of any damage to the Collocated Space or of the need to perform any repair or maintenance of the Collocated Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocated Space). MCIm shall keep the Collocated Space clean and trash free.

2.31.1 The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space or building which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by MCIm or MCIm's employees, invitees, or agents, shall be paid by MCIm, pursuant to Attachment VIII, Section 3.

2.32 MCIm shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocated Space; provided, however, that MCIm may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the Collocated Space. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the Collocated Space, such changes, modifications or additions shall be made by MCIm at its expense, following review and approval by Sprint prior to any work being done. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the Collocated Space of MCIm's in general are located, such changes, modifications, or additions shall be made by Sprint and MCIm shall reimburse Sprint for the cost thereof in the same proportion as the square footage of the Collocated Space as compared to the total square footage of the affected portion of the building.

2.33 MCIm, its employees, agents, contractors, and business invitees shall: (i) comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the building, the property and the

Collocated Space and its tenants and occupants; and (ii) comply, at its own expense, with all ordinances which are applicable to the Collocated Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocated Space during the term of this Agreement or any extension hereof.

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

2.35 MCIm shall not exceed the uniformly distributed live load capacity.

2.36 MCIm equipment within the Collocated Space shall be connected to Sprint's grounding system.

2.37 MCIm shall post in a prominent location visible from the common building area, the telephone numbers of emergency contact personnel for twenty-four (24) hour emergency use by Sprint. MCIm will promptly update this information as changes occur.

2.38 MCIm shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Sprint location, or on the Collocated Space, without the prior written consent of Sprint.

2.39 MCIm shall not use the name of the Sprint building or Sprint for any purpose other than that of the business address of MCIm, or use any picture or likeness of the Sprint building on any letterhead, envelope, circular, notice or advertisement, without the prior written consent of Sprint.

2.40 MCIm shall not exhibit, sell or offer for sale, rent or exchange in the Collocated Space or on the Sprint property any article, thing or service

except those ordinarily embraced within the use of the Collocated Space specified in this Attachment V, without the prior written consent of Sprint.

2.41 MCIm shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocated Space; take or permit to be taken in or out of other entrances of the Sprint building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, or accidentally, or otherwise, allow anything to remain in, place, or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. MCIm shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, move all supplies, furniture and equipment directly to the Collocated Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the building.

2.42 MCIm shall not do or permit anything to be done upon the premises, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the building. MCIm shall not do or permit anything to be done upon the premises which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the property.

2.42.1 MCIm shall not, without the prior written consent of Sprint: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the premises; (ii) use the premises for housing, lodging, or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the premises or permit the presence of any animals except those used by the visually impaired. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

2.43 Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Sprint agrees to use its

best efforts not to interfere with MCIm's use of the Collocation Space. Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint.

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

2.43.2 Sprint shall have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs, in a manner consistent with the conditions maintained by Sprint for its own use.

2.44 Sprint shall have the following rights, and others not specifically excluded in this Agreement, exercisable without notice and without liability to MCIm for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of MCIm's use or possession or giving rise to any claim for offsets, or abatement of rent:

2.44.1 To change the name or street address of the building;

2.44.2 To install and maintain signs on the exterior and interior of the building or anywhere on the property;

2.44.3 To designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the premises;

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

2.44.5 To utilize the space within the building in such a manner as will best enable it to fulfill its own service requirements;

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

2.44.7 To do or permit to be done any work in or about the Collocation Space or the property or any adjacent or nearby building, land, street or alley;

2.44.8 To grant to anyone the exclusive right to conduct any business or render any service on the property, provided such exclusive right shall not operate to exclude MCIm from the use expressly permitted by this Agreement;

2.44.9 If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require MCIm to move to equivalent Collocation Space in the building upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the charges for Collocation provided for herein shall remain the same; and

2.44.10 To designate all spaces occupied by MCIm's facilities under this Agreement.

2.45 MCIm shall carry insurance, at MCIm's expense, insuring MCIm and, except for worker's compensation, and showing Sprint as additional insured and/or loss payee, as its interest may appear. Such insurance shall contain such terms and conditions and provide such coverages and exclusions, as commercially reasonable under the circumstances as determined by MCIm.

2.45.1 As of the date that MCIm begins construction of any portion of a physical Collocation arrangement or as of the date that MCIm begins to occupy any physical Collocation arrangement under this Agreement, whichever is earlier, MCIm shall maintain the following coverages in the following amounts:

2.45.1.1 Commercial general liability, occurrence from, in limits of not less than one million dollars ($1,000,000) combined single limit for bodily injury, personal injury and property damage liability insurance to include coverage for products/completed operations and explosion, collapse and underground liability;

2.45.1.2 "All Risk" property insurance on a full replacement cost basis, insuring MCIm's real and personal property situated on or within the property. MCIm may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur;

2.45.1.3 Business auto insurance, including all owned, non-owned and hired automobiles, in an amount of not less than one million dollars ($1,000,000) combined single limit for bodily injury and property damage liability;

2.45.1.4 Worker's compensation insurance in accordance with statutory requirements, and employer's liability with a minimum amount of five hundred thousand dollars ($500,000) per accident; and

2.45.1.5 Umbrella or excess liability in an amount not less than five million dollars ($5,000,000) per occurrence and aggregate to provide excess limits over all primary liability coverages.

2.45.2 The limits of the insurance policies obtained by MCIm as required above shall in no way limit MCIm's liability to Sprint should MCIm be liable to Sprint under the terms of this Agreement or otherwise.

2.45.2.1 If MCIm may self-insure all or part of the above requirements, then disclosure of limits and coverages self-insured is made to Sprint in writing. Upon such disclosure, MCIm agrees that nothing diminishes MCIm responsibilities to Sprint that would have otherwise been covered by the required insurance. All changes to this self-insurance disclosure must also be made to Sprint in writing thirty (30) days in advance of the change.

2.45.3 MCIm shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing

that the above coverage is in force and has been endorsed. Such coverage will not be canceled or non-renewed without MCIm first giving thirty (30) days prior written notice to Sprint (or if thirty (30) days' notice is not practicable under the circumstances, such shorter notice period as may be practicable).

2.45.4 All policies required of MCIm shall contain evidence of the insurers waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies required of Sprint shall contain evidence of the insurers waiver of the right of subrogation against MCIm for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.

2.46 If the premises or a portion thereof sufficient to make the premises substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the premises to its previous condition. A license granted under this Attachment shall not terminate unless, within ninety (90) days after the occurrence of such casualty, Sprint notifies MCIm of its election to terminate said license. If Sprint does not elect to terminate said license, Sprint shall repair the damage to the premises caused by such casualty.

2.46.1 Notwithstanding any other contrary provision of this Agreement, if any casualty is the result of any act, omission or negligence of MCIm, its agents, employees, contractors, licensees, customers or business invitees, unless Sprint otherwise elects, a license for Collocation Space shall not terminate, and, if Sprint elects to make such repairs, MCIm shall reimburse Sprint for the cost of such repairs, or MCIm shall repair such damage, including damage to the building and the area surrounding it, and the charges to be paid to Sprint by MCIm shall not abate.

2.46.2 If the building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within ninety (90) days of such casualty, terminate a license for Collocation Space by giving written notice of its intent to terminate said license. The termination as provided in this Subsection shall be effective thirty (30) days after the date of the notice.

2.46.3 Notwithstanding any other provision of this Agreement, Sprint shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received.

2.47 If the property, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, the term of a Collocation Space license shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the property, or if the grade of any street or alley adjacent to the property is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the property to conform to the changed grade, Sprint shall have the right to terminate a Collocation Space license upon not less than 30 days' notice prior to the date of cancellation designated in the notice. Sprint shall notify MCIm of any such taking, change of grade, or other proceeding or action described in this section promptly upon Sprint's receiving notice thereof. Sprint will also give MCIm prompt notice of Sprint's intentions with regard to relocating Sprint's affected equipment, facilities, or functions and the Parties will use commercially reasonable efforts to cooperate to identify alternate Collocation Space, if available, for MCIm's affected equipment, facilities or functions within the Sprint network. No money or other consideration shall be payable by Sprint to MCIm for such cancellation, and MCIm shall have no right to share any condemnation award to Sprint or in any judgment for damages to Sprint caused by such eminent domain proceedings.

2.48 At the termination of a Collocation Space license by lapse of time or otherwise:

2.48.1 MCIm shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.

2.48.2 MCIm shall remove its equipment from the Collocation Space within thirty (30) days.

2.48.3 MCIm shall return to Sprint the Collocation Space and all equipment and fixtures of Sprint in as good a condition and state of repair as when MCIm originally took possession, normal wear and tear or damage by fire or other casualty excepted. MCIm shall be responsible to Sprint for the cost of any repairs that shall be made

necessary by the acts or omissions of MCIm or of its agents, employees, contractors or business invitees. Sprint reserves the right to oversee MCIm's withdrawal from the Collocation Space and MCIm agrees to comply with all reasonable directives of Sprint regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Sprint's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that MCIm shall not be responsible for placing the Collocation Space in other than its original condition if to do so would put MCIm to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.

2.48.4 All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to MCIm, in or upon the Collocation Space, whether placed there by MCIm or Sprint, shall be Sprint's property and shall remain upon or in the Collocation Space, all without compensation, allowance or credit to MCIm; provided, however, that if prior to such termination or within ten (10) days thereafter, Sprint so directs, MCIm shall promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Collocation Space by MCIm, failing which Sprint may remove the same, and MCIm shall, upon demand, pay to Sprint the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by Sprint.

2.48.5 All fixtures, installations, and personal property belonging to Licensee not removed from the Collocation Space upon termination of a Collocation Space license and not required by Sprint to have been removed as provided in this Attachment V, shall be conclusively presumed to have been abandoned by MCIm and title thereto shall pass to Sprint under this Attachment V as if by a bill of sale.

2.48.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, MCIm shall indemnify Sprint against loss or liability resulting from delay by MCIm in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.

2.49 If the owner of the building or Sprint sells, transfers or assigns any interest in the building, or there is any material change in the lease to

which the building is subject, and such sale, transfer, assignment or material change in the lease gives rise to an obligation which is inconsistent with a Collocation Space license granted under this Attachment V, Sprint's performance under this Attachment V shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

2.50 A Collocation Space license granted under this Attachment V shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the premises, building or any portion thereof and MCIm agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

Section 3. Physical Security

3.1 Each Party shall exercise the same degree of care, but not less than reasonable to prevent harm or damage to the other Party or its employees, agents or subscribers, or their property. Sprint and its employees, agents or representatives shall take reasonable and prudent steps to ensure the adequate protection of MCIm property, equipment and services including, but not limited to:

3.1.1 Restricting access to MCIm equipment, support equipment, systems, tools, or spaces which contain or house MCIm equipment enclosures to MCIm employees and other authorized non-MCIm personnel to the extent necessary to perform their specific job function.

3.1.2 MCIm shall provide a written logbook for Sprint's employees to sign when entering MCIm's physical Collocation Space which houses or contains MCIm equipment or equipment enclosures.

3.1.3 When Sprint's employees enter MCIm's physical Collocation Space, Sprint's employees shall comply at all times with MCIm security and safety procedures and requirements, including but not limited to sign-in, identification, and escort requirements while in MCIm's physical Collocation Spaces which house or contain MCIm equipment or equipment enclosures and in compliance with MCIm Physical Security Guidelines Manual, Dated November 1995. In the event any issues or problems arise under this Section 3.1, the Parties agree to negotiate a reasonable resolution to such issue or problem.

3.1.4 Ensuring that the physical Collocation area which houses MCIm's equipment is adequately secured and monitored to prevent unauthorized entry to the same extent and at the same level Sprint provides itself.

3.1.5 Subject to Section 2.3 of this Attachment V, allowing MCIm to inspect or observe spaces which house or contain MCIm equipment or equipment enclosures at any time and to furnish MCIm with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured MCIm space.

3.1.6 Limiting the keys used in its keying systems for MCIm's physical Collocation Spaces which contains or houses MCIm equipment or equipment enclosures to Sprint employees and representatives to emergency access only. MCIm shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

3.1.7 Upon MCIm's request, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to MCIm's physical Collocation Space which contains or houses MCIm equipment or equipment enclosures.

3.1.8 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by personnel security escort, installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house MCIm equipment or equipment enclosures.

3.1.9 Providing Real Time notification to designated MCIm personnel to indicate an actual or attempted security breach.

3.1.10 Subject to the provisions of Sections 2.9, 2.9.1 and 2.9.2 above, ensuring that areas designated to house MCIm equipment are environmentally appropriate for the MCIm equipment installation, and adequate to maintain proper operating conditions for the MCIm equipment.

3.2 Sprint, at MCIm's expense, may issue non-employee photo identification cards for each MCIm employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of MCIm who may require occasional access to the Collocated Space.

3.3 Sprint may issue access cards, codes, or keys to MCIm's listed employees or vendors where such systems are available and their use by MCIm will not otherwise compromise building security.

3.4 Sprint reserves the right to close and keep locked all entrance and exit doors of the building during hours Sprint may deem advisable for the adequate protection of the building.

3.5 MCIm agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the building, including, without limitation:

3.5.1 MCIm will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the building. The list will include the social security numbers of all such individuals.

3.5.2 MCIm is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocated Space. All cards, codes, or keys must be returned upon termination of this Agreement. Unreturned or replacement cards, codes, or keys may be subject to a reasonable fee at the discretion of Sprint.

3.5.3 MCIm's employees, agents, invitees and vendors must display identification cards at all times.

3.5.4 MCIm will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.

3.5.5 Before leaving the Collocated Space unattended, MCIm shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocated Space. Any damage resulting from MCIm's failure to do so shall be the responsibility of MCIm.

3.6 MCIm will allow Sprint to access its Collocated Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including MCIm equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. Except in emergencies or unless MCIm has waived such notice elsewhere in this Attachment V, and if conditions permit, Sprint will

provide MCIm with notice of its intent to access the Collocated Space, thereby providing MCIm the option to be present at the time of access. MCIm shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

Section 4. License

Sprint hereby grants MCIm a license to occupy any premises or rack space which contain collocated equipment, including without limit all necessary ingress, egress and reasonable use of Sprint's property, for the Term of the Agreement.

Section 5. Technical References

Sprint shall provide Collocation in accordance with the following standards:

5.1 National Electrical Code ("NEC") use latest issue.

5.2 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989).

5.3 TR-EOP-000063 Network Equipment Building System ("NEBS") Generic Equipment Requirements, Issue 3, March 1988.

5.4 TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140-Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985).

5.5 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).

5.6 TR-NWT-000154, Generic Requirements for 24-, 48-, 130, and 140-Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992).

5.7 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992).

5.8 TR-NWT-000840, Supplier Support Generic Requirements ("SSGR"), (a Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991).

5.9 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993.

TABLE OF CONTENTS

Attachment VI
RIGHTS OF WAY (ROW), CONDUIT, POLE ATTACHMENTS

Section 1.	Introduction	VI-1
Section 2.	*Definitions*	VI-1
Section 3.	Requirements	VI-3

ATTACHMENT VI

RIGHTS OF WAY (ROW), CONDUIT, POLE ATTACHMENTS

Section 1. Introduction

This Attachment sets forth the requirements for Rights of Way, Conduits and Pole Attachments.

Section 2. Definitions

2.1 An "Anchor" refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term "Anchor" does not include the guy strand which connects the Anchor to the Pole.

2.2 An "Attachment" is any placement of MCIm's Facilities in or on Sprint's Poles, Ducts, Conduits, or Right of Way.

2.3 A "Conduit" is a tube or protected trough that may be used to house communication cables. Conduit may be underground or above ground (*e.g.*, inside buildings) and may contain one or more Inner Ducts.

2.4 A "Conduit System" is any combination of Ducts, Conduits, Manholes and Handholes joined to form an integrated whole. Conduit Systems may pass through or originate in or terminate in other Facilities which may be physically connected to the Conduit System.

2.5 A "Duct" is a single enclosed path to house Facilities to provide Telecommunications Services.

2.6 The terms "Facility" and "Facilities" refers to any property, equipment, or items owned or controlled by any person or entity. The terms "Facility" and "Facilities" include, but are not limited to, Poles, Anchors, Pole hardware, wires, cables, strands, apparatus enclosures, or any other items attached to a Pole or attached to hardware affixed to or associated with a Pole, Conduit and Conduit Systems and wires, cables, optical conductors, associated hardware, or other equipment located within a Conduit System. The terms "Facility" and "Facilities" may also include property, equipment, and items which do not occupy a Conduit System or

which are not attached to a Pole or attached to hardware affixed to or associated with a Pole.

2.7 A "Handhole" is a subsurface enclosure that is too small for personnel to enter and is used for the purpose of installing, operating, maintaining, and repairing communications Facilities.

2.8 An "Inner Duct" is one of the single enclosed pathways located within a Duct, or buried separately without the benefit of a Conduit.

2.9 The term "Make Ready Work" refers to all work performed or to be performed to prepare Sprint's Poles, Ducts, Conduits or other Right of Way for the requested occupancy or Attachment of MCIm's Facilities. Make Ready Work includes, but is not limited to, clearing obstructions, the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate MCIm's Facilities. Make Ready Work may include the repair, or modification of Sprint's Facilities including, but not limited to, Conduits, Ducts, Manholes or the performance of other work required to make a Pole, Conduit or Duct usable for the placement of MCIm's Facilities.

2.10 A "Manhole" is a subsurface enclosure that personnel may enter and use for the purpose of installing, operating, maintaining, and repairing communications Facilities.

2.11 A "Pole" refers to Sprint Poles and Anchors and does not include Poles or Anchors with respect to which Sprint has no legal authority to permit Attachments by other persons or entities.

2.12 A "Pole Attachment" is the connection of a Facility to a Pole. Some examples of such Facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

2.13 A "Right of Way" ("ROW") is the right to use the land or other property of another party to place Poles, Conduits, cables, or other structures and equipment, or to provide passage to access such structures and equipment for the purpose of providing Telecommunications Services. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

Section 3. Requirements

3.1 General

3.1.1 Sprint shall make Poles, Ducts, Conduits, Conduit Systems, and other ROW available to MCIm for Attachments under the terms and conditions set forth in this Section 3.

3.1.2 Sprint shall provide MCIm equal and non-discriminatory access to Poles, Ducts, Conduits, and other ROW it owns or controls. Such access shall be provided on terms and conditions equal to that provided by Sprint to itself or to any other party consistent with Section 224 of the Act. Further, Sprint shall not preclude or delay allocation of these Facilities to MCIm because of the potential needs of itself or of other parties, except for work in progress, which may be retained for Sprint Facilities deployment within twelve (12) months of the date of the formal MCIm request.

3.1.3 Each of the Parties shall designate to the other, on the basis of specific operating regions, single points of contact for negotiating all issues relating to implementation of this Section 3. The single points of contact shall also be the contacts for all notices and demands, offers and acceptances under this Section 3, unless otherwise agreed in writing by the Parties.

3.1.4 Excepting work in progress as described above, and maintenance and emergency Ducts as provided below, all usable but unassigned space on Poles, or in Ducts, Conduits, or other ROW owned or controlled by Sprint shall be available for the Attachments of MCIm, Sprint or other providers of Telecommunications Services or cable television systems. Sprint may reserve for emergency and maintenance purposes one Duct in each Conduit section of its Facility routes. Such Duct shall be equally accessible and available to any party with Facilities in such Conduit section to be used to maintain its Facilities or to restore them in an emergency.

3.1.5 All MCIm Facilities placed in or upon Sprint ROW shall be clearly tagged or labeled with MCIm ownership identification so that it may be readily identified by Sprint or its contractors as MCIm Facilities.

3.1.6 Access to Sprint Poles, Ducts, Conduits or other ROW by MCIm or its designated personnel or contractors shall be provided on an escorted basis and upon a reasonable request for access to

such Poles, Ducts, Conduits or other ROW. MCIm shall pay for one (1) access escort based on an hourly rate of the appropriate level of escorting personnel as determined by Sprint, but not to exceed $75.00 per hour, unless Sprint and MCIm have reached agreement that no escort is necessary, which may be negotiated on a case-by-case basis. Such escort service shall be available on a reasonable basis twenty-four (24) hours per day.

3.2 Pre-Ordering Disclosure Requirements

3.2.1 MCIm may request information regarding the availability and conditions of Poles, Ducts, Conduits and other ROW prior to the submission of Attachment Requests (as defined below). Sprint shall provide information regarding the availability and condition of Sprint's Poles, Ducts, Conduits or other ROW for Attachments within fifteen (15) business days of a request. If it is unable to inform MCIm about availability and conditions within such fifteen-day interval, Sprint shall advise MCIm within ten (10) business days after receipt of MCIm's information request and will seek a mutually satisfactory time period for Sprint's response, which in no event shall exceed thirty (30) calendar days. If Sprint's response requires a field-based survey, MCIm shall have the option to be present at the field-based survey and Sprint shall provide MCIm at least two (2) days notice prior to the start of such field survey. During and after the field-based survey, Sprint shall allow MCIm personnel (with Sprint escort) to enter Manholes and view Pole structures to inspect such structures in order to confirm usability or assess the condition of the structure.

3.2.2 Sprint shall make existing route maps of Poles, Ducts, Conduits or other ROW available to MCIm, at a city level, at Sprint's Facilities within two (2) business days and if such maps need to be generated, within ten (10) business days of MCIm's request. Preparation of such maps requested by MCIm shall be accommodated by Sprint on a reasonable basis and at MCIm's expense, plus a reasonable administrative fee. In making these maps and drawings available, Sprint makes no express or implied warranty as to the accuracy of these maps and drawings, except that they reflect the equivalent accuracy and timeliness of information used by Sprint in its operations.

3.2.3 Sprint shall invoice MCIm an administrative fee equal to fifty percent (50%) of the direct cost of providing maps and drawings, in addition to the direct cost of copying any requested maps or drawings.

3.3 Attachment Requests

3.3.1 Sprint agrees to permit MCIm to place MCIm's Facilities on or in Sprint's Poles, Ducts, Conduits, and other ROW pursuant to Attachment Requests from MCIm approved in accordance with this Section 3.3, on the terms and conditions set forth herein.

3.3.2 At any time after the Effective Date, MCIm may submit a written Attachment Request to Sprint. An Attachment Request shall be deemed properly submitted if it identifies with specificity the Sprint Poles, Ducts, Conduits, or other ROW for which MCIm seeks Attachment. Sprint shall approve any properly submitted Attachment Request within ten (10) business days, if the space has previously been determined to be available under the procedures set forth in Section 3.2.1 of this Attachment VI above. No Attachments shall be placed on any Sprint Pole identified in an Attachment Request until the Attachment Request has been approved by Sprint. MCIm may submit subsequent Attachment Requests as needed. MCIm shall have fourteen (14) calendar days after Sprint's return of the approved Attachment Request to MCIm to execute the Attachment Request and return the same to Sprint. If MCIm does not return the Attachment Request within the fourteen (14) calendar day interval specified above, then such request shall be null and void and such ROW shall become immediately available to other parties. The Attachment Request shall serve as the binding attachment contract between the Parties and the form and format shall be agreed to as part of operating procedures.

3.3.3 Together with Sprint's notice of approval of an Attachment Request submitted by MCIm, Sprint shall also provide an estimate of the Make Ready Work costs associated with making the space available for MCIm's Attachment. Sprint shall complete any Make Ready Work required to enable MCIm to install its Facilities at both a reasonable cost and within a reasonable time, both of which shall be agreed upon by Sprint and MCIm. If such agreement does not occur within ten (10) calendar days of Sprint's provision of a quote for such work or MCIm determines the quote is too high, MCIm may complete Make Ready Work on its own or hire outside contractors to do the work at MCIm's expense. Any contractors hired by MCIm pursuant to this Section 3 shall meet Sprint's reasonable standards, which shall not exceed the equivalent personnel qualifications of Sprint personnel performing the same task. Where MCIm submits an Attachment Request and subsequently fails to return an executed Attachment Request within

fourteen (14) days of Sprint's notice of approval, MCIm shall reimburse Sprint for its reasonable cost to provide pre-ordering information and any site survey work and the Attachment Request shall become null and void. Upon acceptance of an approved Attachment Request by MCIm and its return to Sprint, Sprint shall bill MCIm for any Make Ready Work non-recurring charges, if Sprint is to perform the Make Ready Work. Upon completion of any required Make Ready Work by Sprint or upon receipt of the approved Attachment Request by Sprint, whichever is later, written notice shall be provided to MCIm granting access to the ROW and advising MCIm of the date that monthly billing for such ROW shall commence. MCIm shall have six (6) months to begin Attachment and/or installation of its Facilities after receipt of such notice. Any such construction shall be completed by the end of one (1) year after receipt of such notice, unless MCIm notifies Sprint differently and Sprint agrees to such delay. MCIm notification to Sprint shall be provided at least sixty (60) days prior to the expiration of the one (1) year period. If MCIm does not begin construction within this time frame, Sprint will cease monthly billing to MCIm and the access to the ROW and the Attachment Request shall be deemed null and void.

3.3.4 Sprint shall make space available to MCIm as soon as any Make Ready Work to be provided by Sprint, as described in Section 3.3.3, is completed. At that time, MCIm shall have the right, subject to the terms and conditions of this Agreement, to place and maintain the Facilities described in the Attachment Request in the space designated on or in Sprint's Poles, Ducts, Conduits, and other ROW identified therein. MCIm may, at its option, use MCIm or MCIm-designated personnel, which MCIm shall identify to Sprint prior to beginning construction, to attach its equipment to Sprint structures, subject to Sprint's agreement with the proposed construction methods proposed by MCIm to perform such work. Any such approval shall not be unreasonably withheld, delayed or denied.

3.3.5 If Sprint performs the Make Ready Work specified by Section 3.3.3, MCIm agrees to pay Sprint the Make Ready Work costs within sixty (60) business days of receiving Sprint's invoice.

3.3.6 Sprint will provide MCIm with answers to an environmental, health and safety questionnaire for each Sprint Facility in or on which MCIm seeks an Attachment. MCIm may provide this questionnaire with its Attachment Request and Sprint shall return it to MCIm with the approval of MCIm's Attachment Request.

3.4 Authority to Place Attachments

3.4.1 Before MCIm places any Attachment pursuant to an approved Attachment Request, MCIm shall submit evidence of its authority to erect and maintain the Facilities to be placed on Sprint's Facilities within the public streets, highways and other thoroughfares or on private property, where such additional authority is required by law. MCIm shall be solely responsible for obtaining all necessary licenses, authorizations, permits, and consents from federal, state and municipal authorities that may be required to place Attachments on Sprint's Facilities.

3.4.2 Sprint shall not unreasonably intervene against or attempt to delay the granting of any necessary licenses, authorizations, permits or consents from federal, state and municipal authorities or private property owners that may be required for MCIm to place its Attachments on or in any Poles, Ducts, Conduits, or other ROW that Sprint owns or controls.

3.4.3 If any license, authorization, permit or consent obtained by MCIm is subsequently revoked or denied for any reason, permission to attach to Sprint's Facilities shall terminate immediately and MCIm shall remove its Attachments (if any) within one hundred twenty (120) days. MCIm may, at its option, litigate or appeal any such revocation or denial and if MCIm is diligently pursuing such litigation or appeal, MCIm may continue to maintain its Attachment. In doing so, MCIm agrees to indemnify Sprint from and against any and all costs resulting from Sprint's continuation of the Attachment which is the subject of such litigation or appeal.

3.5 Capacity

3.5.1 When there is insufficient space on a Pole or in a Sprint Conduit to accommodate an MCIm-requested Attachment or occupancy, Sprint shall, at MCIm's option: (1) replace the Pole or Conduit with one of greater height or capacity; (2) permit MCIm to replace the Pole or Conduit with a Sprint-furnished Pole or Conduit of greater height or capacity; or (3) place additional Poles or Conduits in the ROW. MCIm shall be obligated to reimburse Sprint for its proportionate share of the actual costs incurred.

3.5.2 Sprint shall permit MCIm to break out of Sprint Conduit and to maintain Facilities within Conduit space used by MCIm and, where required by Sprint, shall provide MCIm designated personnel with one (1) escort of the appropriate level whose cost shall not

exceed $75.00 per hour. Such escort service shall be available twenty-four (24) hours per day each day of the week.

3.5.3 Sprint shall permit Manhole interconnections and breaking out of Sprint Manholes and shall provide MCIm with sufficient space in Manholes for the racking and storage of cable and other materials as requested by MCIm. Sprint reserves the right to deny nonstandard requests to break out of Manholes where the location in which MCIm wants to break out is blocked by a cable rack.

3.5.4 Sprint shall take all reasonable measures to allow access and/or egress to all Conduit Systems. This shall include, but not be limited to, Sprint's removal, upon MCIm's request, of any retired cable for Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. If the Parties are unable to agree on what is reasonable (in terms of measures or time intervals), the matter may be submitted in accordance with the Dispute Resolution Procedures, described in Part A of this Agreement, by either Party.

3.5.5 Where a spare Inner Duct does not exist, Sprint shall allow installation of an Inner Duct in a spare Sprint Conduit. The procedure set forth in Section 3.3.3 shall govern such installation.

3.5.6 Neither Party shall attach, or permit other entities to attach Facilities on existing Facilities of the other without the other Party's prior written consent. Such consent will not be unreasonably withheld if the requested use is to facilitate use of the ROW by Sprint or any other party on a temporary basis until such reasonable time as the ROW can be expanded.

3.5.7 MCIm acknowledges that, from time to time, it may be necessary or desirable for Sprint to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by Sprint's business needs or by factors outside of Sprint's control, such as the decision by a municipality to widen streets or authorized application of another entity seeking access to Sprint's Poles or Conduit Systems. MCIm agrees that MCIm will, upon Sprint's request and at Sprint's expense, but at no cost to MCIm so long as no additional cost is incurred by Sprint as a result of MCIm being attached, participate with Sprint (and other licensees) in the relocation, reconstruction, or modification of Sprint's Conduit System or Facilities rearrangement.

3.6 **Sharing of Right of Way**

Sprint shall offer the use of such ROW it has obtained from a third party to MCIm, to the extent that Sprint's agreement with the third party explicitly permits Sprint to grant such rights to MCIm. If said third party agreement does not explicitly permit Sprint to grant such rights to MCIm, Sprint will, upon MCIm's request, grant said rights to MCIm provided that MCIm agrees, in writing, to indemnify, defend and hold Sprint harmless from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney fees) to third parties relating to or arising out of the grant of such right of use to MCIm.

3.7 **Emergency Situations**

3.7.1 Within fifteen (15) business days after the Effective Date, Sprint and MCIm shall mutually agree on a non-discriminatory priority method to access Sprint Manholes and Conduits in emergency situations.

3.8 **Attachment Fees**

3.8.1 MCIm shall pay Sprint an Attachment fee consistent with the Act and the FCC's implementing rules and regulations promulgated thereunder, for each Sprint Facility upon which MCIm obtains authorization to place an Attachment. The Parties agree that any new FCC rules and regulations setting forth a new methodology for determining the Attachment fee shall govern the establishment of the pricing of Attachments.

3.8.2 Sprint shall maintain an inventory of the Sprint Facilities occupied by MCIm based upon the cumulative Facilities specified in all Attachment Requests approved in accordance with Section 3.3. MCIm shall have the right to remove any Attachment at any time, and it shall be MCIm's sole responsibility to notify Sprint of any and all removals by MCIm of its Attachments from Sprint's Facilities. Such notice shall be provided to Sprint at least thirty (30) days prior to the removal of the Attachment and shall take the form of a notice of removal. MCIm shall remain liable for an Attachment fee for each Sprint Facility included in all approved Attachment Requests until a notice of removal has been received by Sprint or MCIm cancels an Attachment pursuant to Section 3.13. Sprint may, at its option, conduct a physical inventory of the Attachments for purposes of determining the Attachment fees to be paid by MCIm under this Section 3.

3.9 Additions and Modifications to Existing Attachments

3.9.1 MCIm shall not modify, add to or replace Facilities on any pre-existing Attachment without first notifying Sprint in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) identification of the impacted Attachment; (2) the date the activity is scheduled to begin; (3) a description of the planned modification, addition or replacement; (4) a representation that the modification, addition or replacement will not require any space other than the space previously designated for MCIm's Attachments; and (5) a representation that the modification, addition or replacement will not impair the structural integrity of the Facilities involved.

3.9.2 If the modification, addition or replacement specified by MCIm in its notice will require more space than that currently allocated to MCIm or will require the reinforcement or replacement of or an addition of support equipment to the Facilities involved in order to accommodate MCIm's modification, addition or replacement, MCIm will submit a Attachment Request in compliance with Section 3.3 in order to obtain authorization for the modification, addition or replacement of its Facilities.

3.10 Noncompliance

3.10.1 If, at any time, Sprint determines that MCIm's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Section 3, Sprint may send written notice to MCIm specifying the alleged noncompliance. If MCIm does not dispute Sprint's assertion in writing within thirty (30) calendar days of receipt thereof, MCIm will, within sixty (60) calendar days of receipt of the notice of noncompliance, provide Sprint with a schedule for bringing MCIm's Facilities into compliance (which schedule shall be subject to Sprint's agreement, which agreement shall not be unreasonably withheld) and shall bring such Facilities into compliance within the time periods specified in such schedule.

3.10.2 If MCIm disputes Sprint's assertion of noncompliance, MCIm shall notify Sprint of the basis of MCIm's belief that MCIm's Facilities are compliant. If the Parties are unable to agree on whether a noncompliance exists within thirty (30) calendar days of receipt of the noncompliance notice by MCIm, then the issue shall

be resolved pursuant to the Dispute Resolution Procedures set forth in Part A of this Agreement.

3.11 **Surveys and Inspections of Attachments**

3.11.1 The exact location of Attachments on or in Sprint's Facilities may be determined through a survey (at Sprint's expense) to be made not more than once per calendar year by Sprint. If so requested, MCIm and/or any other entity owning or jointly owning the Facilities with Sprint may participate in the survey.

3.11.2 Apart from surveys conducted in accordance with Section 3.11.1 above, Sprint shall have the right to inspect (at Sprint's expense) any Attachment on or in Sprint's Facilities as conditions may warrant upon written notice to MCIm. No joint survey or inspection by Sprint shall operate to relieve MCIm of any responsibility, obligation or liability assumed under this Agreement.

3.12 **Notice of Modification or Alteration of Poles, Ducts, Conduits, or Other ROW by Sprint**

3.12.1 If Sprint plans to modify or alter any Sprint Facilities upon which MCIm has Attachments, Sprint shall provide MCIm notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. If MCIm decides not to modify or add to its existing Attachment, MCIm shall participate at no cost in such modification and rearrangement. If MCIm adds to or modifies its Facilities MCIm shall be charged its proportionate share of the reasonable costs incurred by Sprint for such modification or rearrangement. MCIm shall make all rearrangements of its Facilities within such period of time, which shall not be less than sixty (60) calendar days, as is jointly determined to be reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or Facility-based service denial to an MCIm customer.

3.13 ***Termination of Section 3 or an Individual Attachment by MCIm***

3.13.1 This Section 3 may be terminated by MCIm any time prior to the expiration of its term by providing written notice to Sprint of its intent to terminate not less than ninety (90) days prior to the date such termination is to become effective. Within one hundred twenty (120) days after the date this Section 3 is terminated, MCIm shall cause all of its Attachments to be removed from all of Sprint's

Poles. In the event MCIm fails to remove its Attachments as required by this Section 3, Sprint shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of MCIm without Sprint being deemed guilty of trespass or conversion, and without Sprint becoming liable for any loss or damages to MCIm occasioned thereby.

3.13.2 MCIm may, at any time, terminate an Attachment under this Agreement upon thirty (30) calendar days notice to Sprint. Upon removal of such Attachment, all fees for such Attachment shall cease.

3.14 **Abandonment**

3.14.1 Nothing in this Agreement shall prevent or be construed to prevent Sprint from abandoning, selling, assigning or otherwise disposing of any Poles, Conduit Systems, or other Sprint property used for Attachments, provided, however, that Sprint shall condition any such sale, assignment or other disposition subject to the rights granted to MCIm pursuant to this Agreement. Sprint shall promptly notify MCIm of any proposed sale, assignment or other disposition of any Facilities or other Sprint property used for MCIm's Attachments.

3.15 **Dispute Resolution Procedures**

3.15.1 If either Party has declared the other in default of any provisions of this Attachment VI, or has otherwise notified the other Party that it is not in compliance with the terms of this Section 3, either Party may invoke the Dispute Resolution Procedures, described in Part A of this Agreement, or the procedures described in the Act, the FCC's First Interconnection Order, §1217-1231 and the FCC's Rules at 47 CFR § 1.1401-1.1416. In the event either Party invokes the Dispute Resolution Procedures as provided herein, Sprint will continue to process Attachment Requests pursuant to this Section 3.

3.15.2 Sprint will not be relieved of its obligations to process Attachment Requests by MCIm if MCIm is alleged to be in default of this Section 3 for nonpayment of fees and charges due Sprint under this Section 3, so long as such default is: (1) the subject of Dispute Resolution Procedures as set forth in Part A of this Agreement; or (2) being adjudicated before the FCC or any other

court, regulatory body, agency, or tribunal having jurisdiction over such dispute.

TABLE OF CONTENTS

Attachment VII
NUMBER PORTABILITY

Section 1.	Sprint Provision of Number Portability	VII-1
Section 2.	Interim Number Portability ("INP")	VII-1
Section 3.	Number Portability ("NP")	VII-3
Section 4.	Requirement for INP and NP	VII-4

ATTACHMENT VII

NUMBER PORTABILITY

Section 1. Sprint Provision of Number Portability

1.1 Sprint shall provide number portability in accordance with requirements of the Act and FCC Rules and Regulations. Currently available interim number portability ("INP") shall be provided by Sprint to MCIm in accordance with FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of MCIm services. Sprint shall provide number portability in conformance with FCC Rules and Regulations and the Act.

Section 2. Interim Number Portability ("INP")

2.1 INP shall be provided by Remote Call Forwarding ("RCF") or Direct Inward Dialing ("DID") or upon request, Route Indexing ("RI"), if technically feasible. MCIm shall specify on a per telephone number basis which method of INP is to be employed and Sprint shall provide such method to the extent technically feasible.

2.2 **Remote Call Forwarding.** Remote Call Forwarding ("RCF") is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the MCIm designated switch to which the number is ported. MCIm may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.

2.3 **Direct Inward Dialing.** DID is an INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying FLEX-DID INP traffic between the Sprint end office and the MCIm switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by Sprint. Also, inter-switch signaling is usually limited to multi-frequency ("MF"). This precludes passing CLID to the MCIm switch.

2.4 **Route Indexing**. Route Indexing may take two forms: Route Index-Portability Hub ("RI-PH") or Directory Number-Route Index ("DN-RI"). Route Indexing may be offered, upon request, once joint trials between Sprint and MCIm or another CLEC have yielded mutually agreeable results. Trialing will include, but is not limited to, issues of interoperability requirements, trunking (*i.e.*, one way or two way), and signaling (*i.e.*, inband or SS7).

2.4.1 RI-PH will route a dialed call to the Sprint switch associated with the NXX of the dialed number. The Sprint switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to MCIm. The prefixed dialed number is transmitted to the Sprint tandem switch to which MCIm is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to MCIm's switch so the routing of the call can be completed by MCIm.

2.4.2 DN-RI is a form of RI-PH that requires direct trunking between the Sprint switch to which the ported number was originally assigned and the MCIm switch to which the number has been ported. The Sprint switch shall send the originally dialed number to the MCIm switch without a prefix.

2.4.3. In the joint trials, MCIm and Sprint will agree upon the type of Route Indexing that will be supported by Sprint. Sprint shall provide RI-PH or DN-RI on an individual telephone number basis. Where technically feasible, MCIm may designate that calls to ported numbers are first directed to the MCIm switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

2.4.4 The trunking requirements will be agreed upon by Sprint and MCIm resultant from trialing. These trunking options may include SS7 signaling, inband signaling, and may be one way or two way. For either RI-PH or DN-RI, the trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and MCIm.

2.5 **LERG Reassignment.** Portability for an entire NXX shall be provided by utilizing reassignment of the block to MCIm through the Local Exchange Routing Guide ("LERG"). Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the MCIm switch via route indexing.

2.6 **Other Currently Available Number Portability Provisions**

2.6.1 Where SS7 is available, Sprint shall exchange with MCIm, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services ("CLASS") or other features available in the Sprint network, if technically feasible.

2.6.2 Upon notification that MCIm will be initiating INP, Sprint shall disclose to MCIm any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and MCIm shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within five (5) minutes after notification that physical cut-over has been completed (or initiated), as MCIm may designate.

2.6.3 For INP, MCIm shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for MCIm subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. MCIm shall have the right to verify the accuracy of the information in the ALI databases.

2.6.4 When any INP method is used to port a subscriber, the donor provider must maintain the Line Information Database ("LIDB") record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to MCIm for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as MCIm's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is MCIm's then, if MCIm desires to store numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement.

2.6.5 Sprint should send a CARE transaction 2231 to notify the IXC that access is now provided by a new CLEC for that number.

Section 3. Number Portability ("NP")

3.1 Number Portability is currently being worked in industry forums. The results of these forums will dictate the industry direction for Number Portability. Sprint agrees to implement Number Portability as directed by

the FCC in Docket 95-116, the appropriate industry forums, and state sponsored Number Portability workshops including Illinois.

Section 4. Requirements for INP and NP

4.1 Cut-Over Process

Sprint and MCIm shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

4.1.1 For a Coordinated Cutover Environment, Sprint shall verbally coordinate with MCIm the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by MCIm and agreed to by both Parties and in no case shall begin more than twenty (20) minutes after the agreed upon time.

4.1.2 For a Non-Coordinated Cutover Environment, Sprint shall schedule a mechanized update of disconnect and switch translations at the MCIm requested cutover time. Such updates will be available to MCIm at Parity with Sprint's own availability for such activity. Sprint shall provide an operations contact whom MCIm can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify MCIm of the issue and MCIm and Sprint shall determine the plan to resolve it.

4.2 Testing

Sprint and MCIm shall cooperate in conducting MCIm's testing to ensure interconnectivity between systems. Sprint shall inform MCIm of any system updates that may affect the MCIm network and Sprint shall, at MCIm's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

4.3 Installation Time Frames

4.3.1 If the installation of RCF INP must be coordinated with the installation of another Sprint provided service, then the applicable installation time frame shall be that of the other Sprint service being installed, or as mutually agreed when no such time frame has been previously established. Otherwise, the installation time frames for

RCF INP shall be developed pursuant to the Implementation Plan as described in Part A, Section 34.

4.3.2 If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify MCIm of the Subscriber's termination of service with MCIm and the Subscriber's instructions regarding its telephone number(s) within two (2) business days of receiving notification from the Subscriber.

4.4 Call Referral Announcements

Sprint shall allow MCIm to order all referral announcements, and specify the particular announcement from Sprint's standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which MCIm has ported from Sprint to MCIm and for which INP measures have, at MCIm's direction, been terminated.

4.5 Engineering and Maintenance

Sprint and MCIm will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at Parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

4.6 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with NP for MCIm subscribers, Sprint shall provide the following:

4.6.1 While INP is deployed and prior to conversion to NP:

4.6.1.1 Sprint shall allow MCIm to order provisioning of Telephone Line Number ("TLN") calling cards and Billed Number Screening ("BNS"), in its LIDB, for ported numbers, as specified by MCIm. Sprint shall continue to allow MCIm access to its LIDB. Other LIDB provisions are specified in this Agreement; and

4.6.1.2 Where Sprint has control of Directory Listings for NXX codes containing ported numbers, Sprint shall maintain entries for ported numbers as specified by MCIm.

4.7 Number Reservation

4.7.1 When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.

SECTION 1. GENERAL BUSINESS REQUIREMENTS 1

1.1 Procedures 1
1.1.1 Sprint Contact with Subscribers 1
1.1.2 Expedite, Escalation, and Disaster Procedures 1
1.1.3 Operational and Technological Changes 2
1.1.4 Subscriber of Record 2
1.1.5 Work Center Interface Procedures 2

1.2 Service Offerings 2
1.2.1 Changes in Retail Service Offerings 2
1.2.2 Essential Services 3
1.2.3 TTY/TDD 3
1.2.4 Blocking Services 3
1.2.5 Training Support 4
1.2.6 Carrier Identification Codes 4

SECTION 2. ORDERING AND PROVISIONING 4

2.1 General Business Requirements 4
2.1.1 Ordering and Provisioning Parity 4
2.1.2 Local Carrier Service Center ("LCSC")/Single Point of Contact ("SPOC") 5
2.1.3 Street Address Guide ("SAG") 5
2.1.4 CLASS and Custom Features 6
2.1.5 Subscriber Payment History 6
2.1.6 Carrier Selection 7
2.1.7 Notification to Long Distance Carrier 7
2.1.8 Number Administration/Number Reservations 8

2.2 Service Order Process Requirements 9
2.2.1 OBF Compliance 9
2.2.2 Service Migrations and New Subscriber Additions 9
2.2.3 Intercept Treatment and Transfer of Service Announcements 10
2.2.4 Desired Due Date ("DDD") 10
2.2.5 Subscriber Premises Inspections and Installations 11
2.2.6 Firm Order Confirmation ("FOC") 11
2.2.7 Order Rejections 12
2.2.8 Service Order Changes 12
2.2.9 Jeopardy Situations 13
2.2.10 Cooperative Testing 13
2.2.11 Service Suspensions/Restorations 13
2.2.12 Disconnects 14
2.2.13 Order Completion Notification 14
2.2.14 Fulfillment Process 14
2.2.15 Specific Unbundling Requirements 14

2.3 Systems Interfaces and Information Exchanges 16
2.3.1 General Requirements 16
2.3.2 Ordering and Provisioning for Resale Services 17
2.3.3 Ordering and Provisioning for Unbundling 21

2.4 Standards 21
2.4.1 General Requirements 21

2.5 Performance Measurements and Reporting 22
2.5.1 Cycle Time Measurements 22
2.5.2 Quality Measurements 23

SECTION 3. CONNECTIVITY BILLING AND RECORDING 23

3.1 Procedures 23

3.2 Information Exchange and Interfaces 29

3.3 Standards 32

3.4 Revenue Protection 33

SECTION 4. PROVISION OF SUBSCRIBER USAGE DATA 34

4.1 Procedures 34
4.1.1 General 34
4.1.2 Charges 36
4.1.3 Central Clearinghouse & Settlement 36
4.1.4 Lost Data 37
4.1.5 Testing, Changes and Controls 38

4.2 Information Exchange and Interfaces 41
4.2.1 Core Billing Information 41
4.2.2 Product/Service Specific 41
4.2.3 Emergency Information 42
4.2.4 Rejected Recorded Usage Data 42
4.2.5 Interfaces 43
4.2.6 Formats & Characteristics 43
4.2.7 Controls 45
4.2.8 Interim Number Portability Recording and Billing 46

4.3 Standards 47

4.4 Performance Measurements 47

4.5 Reporting 47

SECTION 5. MAINTENANCE 47

5.1 General Requirements 47

5.2 Systems Interfaces and Information Exchanges 52

5.3 Standards 54

5.4 Performance Measurements and Reporting 54

5.4.1 Cycle Time Measurements 54
5.4.2 Quality 55

SECTION 6. MISCELLANEOUS SERVICES 56

6.1 General 56

6.2 General Requirements 56
6.2.1 Basic 911 and E911 General Requirements 56
6.2.2 Directory Assistance Service 63
6.2.3 Operator Services 66
6.2.4 Directory Assistance and Listings Service 69
6.2.5 Directory Listings General Requirements 72
6.2.6 Directory Assistance Data 73

6.3 Systems Interfaces and Exchanges 75
6.3.1 Directory Assistance Data Information Exchange 75

6.4 Systems Security 83

6.5 Law Enforcement Interface 84

Section 1. General Business Requirements

1.1 Procedures

1.1.1 Sprint Contact with Subscribers

1.1.1.1 MCIm at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by MCIm. MCIm subscribers include active MCIm subscribers, as well as those for whom service orders are pending.

1.1.1.2 Each Party shall ensure that any of its personnel who may receive inquires from the other Party's subscriber regarding the service provided by the other Party to said subscriber or who may otherwise have opportunity for contact with the other Party's subscribers, regarding services provided by the other Party (i) provide appropriate referrals to and telephone numbers of the other Party to the subscriber making such inquires; (ii) do not in any way disparage or discriminate against the other Party, its product or services; and (iii) do not provide information about such Party's own products or services during the same inquiry or subscriber contact.

1.1.1.3 Sprint shall not use MCIm's request for subscriber information, order submission, or any other aspect of MCIm's processes or services to aid Sprint's marketing or sales efforts.

1.1.2 Expedite, Escalation, and Disaster Procedures

1.1.2.1 No later than thirty (30) days after the Effective Date of this Agreement, Sprint and MCIm shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the service ordering, provisioning, maintenance, and subscriber usage data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and MCIm will establish intercompany contact lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after the Effective Date of this Agreement. Each Party shall notify the other Party of any changes to its escalation contact list at least one (1) week before such changes are effective.

1.1.2.2 No later than thirty (30) days after the Effective Date of this Agreement, Sprint and MCIm shall jointly establish contingency and disaster recovery plans for those cases in which normal service ordering, provisioning, maintenance, billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.

1.1.3 **Operational and Technological Changes**

1.1.3.1 Sprint shall notify MCIm of any operational or technological changes (*e.g.*, network, systems interfaces) that are related to any services or Network Elements purchased by MCIm no less than twelve (12) months before Sprint plans to implement such change. The Parties may mutually agree to shorter notice periods.

1.1.4 **Subscriber of Record**

1.1.4.1 Sprint shall recognize MCIm as the subscriber of record for all Network Elements or services for resale ordered by MCIm and shall send all notices, invoices, and information which pertain to such ordered services directly to MCIm. MCIm will provide Sprint with addresses to which Sprint shall send all such notices, invoices, and information.

1.1.5 **Work Center Interface Procedures**

1.1.5.1 Sprint and MCIm shall, within sixty (60) days of the Effective Date of this Agreement, develop and implement work center interface procedures for each function/business process.

1.2 **Service Offerings**

1.2.1 **Changes in Retail Service Offerings**

1.2.1.1 Sprint shall notify MCIm of any proposed changes in the terms and conditions under which Sprint offers Telecommunications Services to subscribers who are not Telecommunications Service providers or carriers including, but not limited to, the introduction or discontinuance of any features, functions, or services, or changes in retail rates, upon Sprint's filing of such change or changes with the

Commission, or as required by state regulatory agency notification guidelines, whichever is earlier.

1.2.1.2 Sprint shall notify MCIm of any proposed changes in the terms and conditions under which it offers unbundled Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in rates upon Sprint's filing of such change with the Commission, or as required by state notification guidelines, whichever is earlier.

1.2.1.3 Sprint shall provide MCIm with access to new services, features and functions concurrent with Sprint's notice to MCIm of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that MCIm may conduct market testing.

1.2.2 **Essential Services**

1.2.2.1 Sprint shall designate an access line as an Essential Service Line ("ESL"), as such term is defined under applicable state law or regulation, upon MCIm's request and at Parity with Sprint's treatment of its own subscribers with regard to ESL.

1.2.3 **TTY/TDD**

1.2.3.1 Sprint shall cooperate with MCIm to provide Telecommunications Services at Parity to serve TTY/TDD subscribers.

1.2.4 ***Blocking Services***

1.2.4.1 Upon request from MCIm, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening ("BNS"), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent: (a) it is an available option for the Telecommunications Service resold by MCIm; or (b) it is Technically Feasible when requested by MCIm as a function of unbundled Network Elements.

1.2.5 Training Support

1.2.5.1 Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with MCIm subscribers. Such training may utilize training materials provided by MCIm, and shall include compliance with the branding requirements of this Agreement including, without limitation, provisions of forms, business cards and "not at home" notices.

1.2.5.2 Sprint shall train MCIm employees at a Sprint location on any Sprint-owned or -developed systems and processes non-industry standard and which need to be used by MCIm's employees or agent to carry out this Agreement and shall provide at least the same information available to Sprint employees. Sprint shall provide training to up to two (2) MCIm employees, including all necessary updates to such training, at no charge. MCIm will bear any and all travel expenses incurred by or on behalf of such employees in connection with attendance at such training sessions.

1.2.6 Carrier Identification Codes

1.2.6.1 Sprint shall provide to MCIm the active Codes ("CIC") for both Dial 1 and 800 services for each of its access tandems and shall provide updates promptly as those codes change from time to time.

Section 2. Ordering and Provisioning

2.1 General Business Requirements

2.1.1 Ordering and Provisioning Parity

2.1.1.1 During the term of this Agreement, Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCIm to provide at least the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as Sprint provides itself, its Affiliates or its own subscribers. Sprint shall provide MCIm with the same level of ordering and provisioning support as Sprint provides itself in accordance with standards and performance measurements that are at least equal to the highest level of

standards and/or performance measurements that Sprint uses and/or which are required by law, regulatory agency, or by Sprint's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as Sprint may deploy) that Sprint provides to MCIm under this Agreement.

2.1.2 **Local Carrier Service Center ("LCSC")/Single Point of Contact ("SPOC")**

2.1.2.1 Sprint shall provide a Local Carrier Service Center ("LCSC") or its equivalent which shall serve as MCIm's Single Point of Contact ("SPOC") for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services. MCIm shall have the ability to submit orders twenty-four (24) hours a day, seven (7) days a week.

2.1.2.2 The SPOC shall provide to MCIm a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 a.m. through 5:00 p.m. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

2.1.2.3 Sprint shall provide, as requested by MCIm, through the SPOC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times to meet subscriber demand as agreed upon by the Parties.

2.1.3 **Street Address Guide ("SAG")**

2.1.3.1 Within thirty (30) days after the Effective Date of this Agreement, or as otherwise mutually agreed, Sprint shall provide to MCIm the SAG data, or its equivalent, in an electronic format mutually agreeable to the Parties. All

changes and updates to the SAG shall be provided in a mutually agreed format and time frame.

2.1.4 **CLASS and Custom Features**

2.1.4.1 MCIm may order the entire set of CLASS, CENTREX and custom features and functions, or a subset of any one or any Combination of such features.

2.1.5 **Subscriber Payment History**

2.1.5.1 Upon mutual agreement by the Parties as to the manner and timing of implementation, and unless prohibited by applicable law, rule or regulation, MCIm and Sprint will make available to a mutually agreed upon third party credit reporting agency, or in another manner as the Parties may mutually agree, on a timely basis, subscriber payment history information regarding the Party's relationship with such subscriber that is available for each person or entity that applies for local service or IntraLATA toll Telecommunications Service(s) from either carrier including for example:

2.1.5.1.1 Applicant's name;

2.1.5.1.2 Applicant's address;

2.1.5.1.3 Applicant's previous phone number, if any;

2.1.5.1.4 Amount, if any, of unpaid balance in the applicant's name;

2.1.5.1.5 Whether the applicant is delinquent on payments;

2.1.5.1.6 Length of service with the reporting Party;

2.1.5.1.7 Whether applicant had local or IntraLATA toll service terminated or suspended within the last six (6) months with an explanation of the reason therefore; and

2.1.5.1.8 Whether applicant was required by prior local or IntraLATA toll provider to pay a deposit or

make an advance payment, including the amount of each.

2.1.5.2 Such information shall be provided on the condition that the credit reporting agency only make such information available to the carrier to which the person or entity in question has applied for Telecommunications Service.

2.1.5.3 Sprint shall not refuse service to MCIm for any potential MCIm subscriber on the basis of that subscriber's past payment history with Sprint. MCIm shall establish the credit scoring criteria for applicants for MCIm services.

2.1.6 **Carrier Selection**

2.1.6.1 For services for resale or unbundled Network Elements, Sprint shall provide to MCIm, no later than January 1, 1997, the capability to order local service, IntraLATA (where available), InterLATA, and international toll services by entering the MCIm subscriber's choice of carrier on a single order. Sprint shall provide MCIm with the capability to order separate InterLATA and IntraLATA carriers on a line or trunk basis.

2.1.6.2 Where IntraLATA toll carrier selection is not implemented, Sprint agrees to provide IntraLATA toll services for resale to MCIm. In all cases, Sprint will route toll calls to the appropriate carrier as designated by MCIm.

2.1.7 **Notification to Long Distance Carrier**

2.1.7.1 Sprint agrees to notify MCIm using OBF-approved CARE transactions, whenever an MCIm subscriber who is provided local service through services for resale, INP/NP, or unbundled Network Elements changes MCIm PIC status.

2.1.7.2 Sprint shall support and implement new Transaction Code Status Indicators ("TCSIs") defined by OBF in support of local resale to enable MCIm to provide seamless subscriber service.

2.1.7.2.1 Sprint shall implement TCSIs used in conjunction with the new Local Service Provider ("LSP") Identification Code for handling Account Maintenance, Subscriber Service, and Trouble

Administration issues. These TCSIs include 4001/02/05, 4201-4203, 4205, 4301, 2033, 2233, 3148, 3149, and others as OBF may define.

2.1.7.2.2 In addition, Sprint shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link "shadow" and ported telephone numbers in support of Interim Number Portability. These TCSIs include 2231, 3150, and others as OBF may define.

2.1.7.3 Sprint shall provide to MCIm the Local Service Provider ("LSP") ID on purchased lists of MCIm PIC'd and non-PIC'd subscribers.

2.1.7.4 Sprint shall provide the Ported Telephone Number ("PTN") on purchased CARE lists of MCIm PIC'd and non-MCIm PIC'd subscribers.

2.1.8 **Number Administration/Number Reservations**

2.1.8.1 Sprint shall provide testing and loading of MCIm's NXX on the same basis as Sprint provides itself or its Affiliates. Further, Sprint shall provide MCIm with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with MCIm. Sprint shall provide the same range of number choices to MCIm, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of numbers shall remain Sprint's responsibility.

2.1.8.2 Where mutually agreed, which agreement shall not be unreasonably withheld, the Parties will implement LERG reassignment for particular NXX Codes.

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

2.1.8.4 For simple services number reservations, Sprint shall provide real-time confirmation of the number reservation. For number reservations associated with

complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of MCIm's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

2.2 Service Order Process Requirements

2.2.1 OBF Compliance

2.2.1.1 In accordance with OBF standards, as may be amended by OBF from time to time, Sprint and MCIm shall follow the OBF-developed ordering and provisioning process standards. These processes may include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/rejection, firm order confirmation, delay notification, and completion notification. Pending finalization of applicable OBF standards, the Parties agree to negotiate in good faith interim standards relying upon partially completed OBF standards. Sprint agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.

2.2.2 Service Migrations and New Subscriber Additions

2.2.2.1 For resale services, Sprint shall not require a disconnect order from a subscriber, another local service provider, or any other entity to process an MCIm order to establish MCIm local service and/or migrate a subscriber to MCIm local service.

2.2.2.2 For resale services, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to MCIm service without prior MCIm agreement.

2.2.2.3 For services provided through unbundled Network Elements, Sprint shall recognize MCIm as an agent, in accordance with OBF-developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and MCIm will work cooperatively to ensure that a subscriber is not disconnected from service during these conversions.

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

2.2.2.5 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint and MCIm will agree on a scheduled conversion time, which will be a designated two-hour time period within a designated date.

2.2.2.5.1 Sprint will coordinate activities of all Sprint work groups involved with the conversion. This coordination will include, but not be limited to, work centers charged with manual cross-connects, electronic cross-connect mapping, and Switch translations (including, but not limited to, implementation of interim local number portability translations).

2.2.2.5.2 Sprint will notify MCIm when conversion is complete.

2.2.2.5.3 End user service interruptions shall be held to a minimum, and in any event shall not exceed the time Sprint experiences when performing such work for its own subscribers.

2.2.3 ***Intercept Treatment and Transfer of Service Announcements***

2.2.3.1 Sprint shall provide unbranded intercept treatment and transfer of service announcements to MCIm's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.

2.2.4 **Desired Due Date ("DDD")**

2.2.4.1 MCIm shall specify on each order the Desired Due Date ("DDD"). Sprint shall not complete the order prior to the DDD, unless authorized by MCIm.

2.2.4.2 If the DDD falls after the agreed upon standard order completion interval, Sprint shall use the DDD as the order due date.

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

2.2.4.4 Subsequent to an initial order submission, MCIm may request a new/revised due date that is earlier than the minimum defined interval.

2.2.4.5 Any special or preferred scheduling options available, internally or externally to Sprint, for ordering and provisioning services shall also be available to MCIm.

2.2.4.6 Sprint shall use best efforts to complete orders by the MCIm requested DDD within agreed upon intervals and performance measures.

2.2.5 **Subscriber Premises Inspections and Installations**

2.2.5.1 MCIm shall perform or contract for all MCIm's needs assessments, including equipment and installation requirements, at the subscriber premises.

2.2.5.2 Sprint shall provide MCIm with the ability to schedule subscriber premises installations. The Parties shall mutually agree on an interim process to provide this functionality during the implementation planning process. The Parties shall make a reasonable effort to complete this process within ninety (90) days after the Effective Date.

2.2.5.3 **[INTENTIONALLY LEFT BLANK]**

2.2.6 **Firm Order Confirmation ("FOC")**

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

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

2.2.6.3 Sprint shall provide to MCIm the date that service is scheduled to be initiated.

2.2.7 **Order Rejections**

2.2.7.1 Sprint shall reject and return to MCIm any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions in accordance with Performance Measurements in Section 2.5. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall not reject any orders on account of the DDD.

2.2.7.2 Sprint agrees to accept from MCIm verbal administrative order errors. Sprint shall immediately inform MCIm by telephone of any minor issues which can be handled over the phone.

2.2.7.3 If any portion of a service order, as submitted by MCIm, is not correct, Sprint shall make all reasonable attempts to complete any portion of the work that can be completed, while awaiting correction of error conditions by MCIm.

2.2.8 **Service Order Changes**

2.2.8.1 If an installation or other MCIm-ordered work requires a change from the original MCIm service order in any manner, Sprint shall call MCIm in advance of performing the installation or other work to obtain authorization. Sprint shall then provide MCIm an estimate of additional labor hours and/or materials. After all installation or other work is completed, Sprint shall promptly notify MCIm of costs.

2.2.8.1.1 If additional work is completed on a service order, as approved by MCIm, the cost of the additional work must be reported promptly to MCIm.

2.2.8.1.2 If a service order is partially completed, notification must identify the work that was done and work remaining to be completed.

2.2.8.2 If an MCIm subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of MCIm, Sprint, while at the subscriber

premises, shall direct the MCIm subscriber to contact MCIm so as to avoid unnecessary delays in service activation should a Sprint representative leave subscriber premises.

2.2.9 **Jeopardy Situations**

2.2.9.1 Sprint shall provide to MCIm notification of any jeopardy situations prior to the committed due date, missed appointments and any other delay or problem in completing work specified on MCIm's service order as detailed on the FOC, in accordance with agreed upon performance measurements.

2.2.10 **Cooperative Testing**

2.2.10.1 **Network Testing**

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

2.2.10.1.2 Within twenty-four (24) hours of MCIm's request for scheduled cooperative maintenance testing, Sprint shall perform said testing with MCIm (including trouble shooting to isolate any problems) to test Network Elements purchased by MCIm in order to identify any problems.

2.2.10.2 **Systems and Process Testing**

2.2.10.2.1 Sprint shall cooperate with MCIm upon request to ensure that all operational interfaces and processes are in place and functioning properly and efficiently, as mutually agreed by the Parties. Testing shall simulate actual operational procedures and systems interfaces to the greatest extent possible. Further, the testing shall not be limited by either geography or time frame, unless otherwise mutually agreed by the Parties. MCIm may request cooperative testing to ensure service performance, reliability, and subscriber serviceability.

2.2.11 **Service Suspensions/Restorations**

2.2.11.1 Upon MCIm's request through an industry standard ("OBF") suspend/restore order, or mutually agreed upon

interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per Network Element or Combination basis in a manner that conforms with any applicable regulatory rules and regulations or government requirements.

2.2.12 **Disconnects**

2.2.12.1 Sprint, as underlying service provider, shall provide to MCIm information notifying MCIm of any services disconnected from MCIm following notification guidelines as adopted by OBF. In the interim, such notices will be provided for all such disconnects on a daily basis in a format as mutually agreed.

2.2.13 **Order Completion Notification**

2.2.13.1 Upon completion of the requests submitted by MCIm, Sprint shall provide to MCIm a completion notification in an industry standard (*i.e.*, OBF) or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

2.2.14 **Fulfillment Process**

2.2.14.1 MCIm shall conduct all activities associated with the account fulfillment process for all MCIm subscribers.

2.2.15 **Specific Unbundling Requirements**

2.2.15.1 MCIm may order and Sprint shall provision unbundled Network Elements either individually or in any mutually agreed Combination on a single order. Network Elements ordered as combined shall be provisioned as combined by Sprint unless MCIm specifies that the Network Elements ordered in Combination be provisioned separately.

2.2.15.2 Prior to providing service in a specific geographic area or when MCIm requires a change of network configuration, MCIm may elect to place an order with Sprint requiring Sprint to prepare Network Elements and Switch

translations in advance of orders for such Network Elements from MCIm.

2.2.15.3 When MCIm orders Network Elements that are currently connected, Sprint shall ensure such Network Elements remain connected and functional without any disconnection or disruption. This shall be known as contiguous network connection of Network Elements. There shall be no charge for such pre-existing connections.

2.2.15.4 Combinations of contiguous Network Elements shall be available to be ordered: (i) on a case-by-case basis for those Network Elements that are subscriber-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple subscribers.

2.2.15.5 Network Elements shall be identified and ordered by MCIm so that they can be provisioned together. MCIm may specify the functionality of a Combination without the need to specify the configuration of the individual Network Elements needed to provide that functionality.

2.2.15.6 When ordering a Combination, MCIm shall have the option of ordering all features, functions and capabilities of each Network Element.

2.2.15.7 When MCIm orders Network Elements, Sprint shall provision all requested features, functions, and capabilities of the Network Elements which include, but are not limited to:

2.2.15.7.1 The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Sprint's subscribers, such as telephone numbers, white page listing, and dial tone; and

2.2.15.7.2 All other features that the Switch is capable of providing including, but not limited to, custom calling, custom local area signaling service features, and CENTREX, as well as any Technically Feasible customized routing functions provided by the Switch.

2.2.15.8 When MCIm orders Network Elements, Sprint shall provide technical assistance to ensure compatibility between elements.

2.2.15.9 Each order for Network Elements will contain administration, bill, contact, and subscriber information, as defined by the OBF.

2.3 Systems Interfaces and Information Exchanges

2.3.1 General Requirements

2.3.1.1 Sprint shall provide to MCIm a real-time, electronic interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to service ordering and provisioning of Network Elements, Network Element Combinations, features, functions, and Telecommunications Services, as specified in Exhibit A of this Attachment. The interface(s) shall be developed/designed for the transmission of data from MCIm to Sprint, and from Sprint to MCIm. Detailed systems requirements for specific electronic interface(s) shall be capable of supporting all of the steps in the OBF-developed ordering and provisioning process no later than July 1, 1997. These steps may include pre-order service inquiry, pre-order service inquiry response, firm order acknowledgment/rejection, firm order confirmation, delay notification, and completion notification. For any steps not yet defined by the OBF, the Parties shall mutually agree to interim methods and formats.

2.3.1.1.1 Until such standards are completed, Sprint and MCIm agree to use an interim, mutually agreed upon order format and interface which will be defined and negotiated between the Parties no later than forty-five (45) days after the Effective Date of this Agreement, or as mutually agreed by the Parties.

2.3.1.1.2 Both Parties agree to implement, in an interim, manual mode, existing OBF-developed ordering and provisioning standards by January 1, 1997. Sprint shall implement future standards in a time frame agreeable to the industry, or as negotiated by the Parties.

2.3.1.2 Sprint interfaces shall provide MCIm with the same process and system capabilities that exist for similarly-situated Sprint subscribers.

2.3.1.3 Interim interfaces or processes may be modified, if so agreed by MCIm and Sprint, during the interim period.

2.3.1.4 Until the real-time, electronic interface is available, Sprint agrees that the Local Carrier Service Center ("LCSC") or similar function will accept MCIm orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by MCIm and Sprint.

2.3.2 **Ordering and Provisioning for Resale Services**

2.3.2.1 Sprint shall provide to MCIm a list of all IntraLATA and InterLATA carriers available for subscriber selection on a Central Office level.

2.3.2.2 Upon request, Sprint shall provide to MCIm a listing at the street address level of the service coverage area of each Switch CLLI.

2.3.2.3 Unless prohibited by law, rule or regulation, for any MCIm subscriber or a subscriber in the process of converting to MCIm, Sprint shall provide MCIm with access to Customer Proprietary Network Information ("CPNI") without requiring MCIm to produce a signed Letter of Agency ("LOA"), based on MCIm's blanket representation that a subscriber has authorized MCIm to obtain such CPNI.

2.3.2.3.1 Information shall be in an industry defined format, or as mutually agreed by the Parties. Sprint shall provide to MCIm an electronic interface to Sprint subscriber information systems in the time frame specified in this Attachment VIII, or as otherwise mutually agreed. Such systems will allow MCIm to obtain the subscriber profile, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts.

2.3.2.3.1.1 Until access is available via an electronic interface, Sprint agrees to provide subscriber profile information in a mutually

agreed interim manner and format, in accordance with Subsection 2.3.1.1.1 to facilitate the service order process.

2.3.2.3.2 The preordering electronic interface includes the provisioning of CPNI from Sprint to MCIm. Each Party agrees that it will request end user CPNI only when the end user has specifically given permission to receive CPNI. Each Party further agrees that it will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties and the use of CPNI by the requesting Party, and in particular that such Party will conform to the FCC rules regarding provisioning and use of CPNI applicable to interexchange carriers (IXCs) until the FCC adopts such rules specifically applicable to local exchange carriers (LECs).

2.3.2.3.3 Each Party will maintain appropriate documentation of end user permission supporting such Party's request for CPNI, including letters of authorization (LOAs) where received.

2.3.2.3.4 The Party disclosing CPNI may at any time require the Party requesting CPNI to provide copies of the evidence of end-user permission supporting any request for CPNI, if and to the extent that the first Party has reason to believe, in good faith, that the other Party may have requested CPNI without appropriate end-user permission. (By way of example and not of limitation, the Parties acknowledge that such reason would exist in the case of an end-user complaint reflecting an unauthorized local service change). The Party requested to provide evidence of end-user permission will provide it to the other Party within 5 business days of its receipt of the request.

2.3.2.3.5 If a Party is not able to provide evidence of end-user permission for 95% assuming a minimum of 50 applicable CPNI request pursuant to 2.3.2.3.4 above, the other Party may give notice to such Party that it is in breach of this Agreement. The Party so notified shall have 30 days or longer as the Parties may agree to remedy the discrepancy in its

procedures that resulted in the breach (or such longer period as the Parties may agree, such agreements not to be unreasonably withheld).

2.3.2.3.6 In the event that MCIm does not remedy a discrepancy described in paragraph 2.3.2.3.5 within the period specified in that paragraph, Sprint may, subject to paragraph 2.3.2.3.9, disconnect the preordering electronic interface between the Parties. Prior to any such termination Sprint will give reasonable advance notice to MCIm of its intent to terminate the interface, and will provide MCIm with Sprint's manual interim systems and procedures.

2.3.2.3.7 In the event that Sprint has disconnected the preordering electronic interface to MCIm pursuant to the preceding paragraph, Sprint will promptly review and accept or reject evidence provided by MCIm of any remedy effected by MCIm, and will promptly reconnect such preordering electronic interface upon Sprint's review and acceptance of such evidence.

2.3.2.3.8 Subject to Paragraph 2.3.2.3.9, in the event that Sprint has rightfully terminated the preordering electronic interface to MCIm three or more times within any rolling 24-month period due to breach by MCIm, Sprint may permanently disconnect the preordering electronic interface.

2.3.2.3.9 In the event that the Parties disagree regarding the adequacy of the evidence of end-user permission supplied by one Party to the other or any other or any other matters within this section 2.3.2.3, either Party may immediately initiate the Dispute Resolution Procedures in accordance with Section 23 of Part A of this Agreement. Sprint will not disconnect the preordering electronic interface during the dispute resolution process.

2.3.2.4 Sprint shall provide to MCIm a list of all tariffed Telecommunications Services features and functions, including new services, trial offers, and promotions, in accordance with FCC rules in a mutually agreed time frame and shall provide prompt updates to such list as new

features and functions become available. Such detail shall also provide definitions and explanations of the features and functions available.

2.3.2.5 Upon MCIm's request, Sprint shall provide to MCIm, as soon as practicable, a list of all current service offerings by Switch location, which are Technically Feasible and available.

2.3.2.6 When available per electronic interface implementation plan, Sprint shall provide to MCIm a real-time, electronic interface to Sprint information systems to allow MCIm to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number), as provided to similarly-situated Sprint subscribers.

2.3.2.7 When available per electronic interface implementation plan, Sprint shall provide to MCIm a real-time, electronic interface to schedule dispatch and installation appointments, as provided to similarly-situated Sprint subscribers.

2.3.2.8 When available per electronic interface implementation plan, Sprint shall provide to MCIm a real-time, electronic interface to Sprint subscriber information systems which will allow MCIm to determine if a service call is needed to install the line or service, as provided to similarly-situated Sprint subscribers.

2.3.2.9 When available per electronic interface implementation plan, Sprint shall provide to MCIm a real-time, electronic interface to Sprint information systems which will allow MCIm to provide service availability dates, as provided to similarly-situated Sprint subscribers.

2.3.2.10 When available per electronic interface implementation plan, Sprint shall provide to MCIm a real-time, electronic interface which transmits status information on service orders, as provided to similarly-situated Sprint subscribers. Until real-time electronic interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

2.3.3 Ordering and Provisioning for Unbundling

2.3.3.1 Sprint shall provide to MCIm as soon as practicable a listing of all technically available functionalities for Network Elements.

2.3.3.2 Sprint shall provide to MCIm upon request all engineering design and layout information for Network Elements where applicable.

2.3.3.3 When available per the electronic interface implementation plan, Sprint shall provide to MCIm a real-time, electronic interface which will allow MCIm to determine service due date intervals, schedule appointments, and adjust pending order due dates as provided to similarly-situated Sprint subscribers.

2.3.3.4 To the extent Sprint has such information, Sprint shall provide to MCIm upon request advance information of the details and requirements for planning and implementation of NPA splits at least six (6) months prior to implementation of the split.

2.3.3.5 Sprint shall provide to MCIm information on charges associated with special construction. Until real-time, electronic interface is available, Sprint agrees that Sprint will promptly notify MCIm of any charges associated with necessary construction.

2.3.3.6 Sprint shall provide MCIm with results from routine mechanized loop tests for those instances when Sprint provides Local Switching and MCIm provides the Loop. Results of any non-routine testing requested by MCIm shall be provided at MCIm's expense.

2.4 Standards

2.4.1 General Requirements

2.4.1.1 MCIm and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for Network Elements. These codes shall apply to all aspects of the unbundling of that element or Combination of elements and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data

Interchange Service Order Subcommittee ("TCIF-EDI-SOSC").

2.5 Performance Measurements and Reporting

2.5.1 Cycle Time Measurements

2.5.1.1 Excepting expedited due date requests, the following order intervals shall constitute the basis for measuring Sprint service order performance under this Agreement. MCIm and Sprint may agree to modify such measurements from time to time.

2.5.1.2 Sprint shall provide and acknowledge each and every MCIm service order within eight (8) working hours of receipt by Sprint.

2.5.1.3 Sprint shall process MCIm service orders and provide either Firm Order Confirmation ("FOC") of a correct service order or notification of a rejected order and the detail of the errors contained within any data element(s) fields contained in such order, within eight (8) working hours of receipt of Local Service Request ("LSR") from MCIm.

2.5.1.4 Sprint shall complete any Suspend/Block/ Restore order as required by Commission regulation or no more than eight (8) working hours after receipt by Sprint.

2.5.1.5 When MCIm specifies a DDD that is greater than the standard intervals defined in this Agreement, Sprint shall complete ordering and provisioning activities no earlier than that date.

2.5.1.6 For expedited due date requests, Sprint shall confirm to MCIm within eight (8) business hours after Sprint receipt of such request from MCIm whether Sprint can complete an initially-submitted order within the expedited interval requested by MCIm. Confirmation may be provided by Sprint via a telephone call with follow-up confirmation to be provided by Sprint according to normal procedures and measurement intervals.

2.5.1.7 Subsequent to an order which has been initially submitted by MCIm, MCIm may require a new/revised due date that is earlier than the minimum defined interval.

2.5.1.7.1 For such requests, Sprint shall confirm to MCIm within eight (8) business hours after Sprint receipt of the revised due date request from MCIm whether Sprint can complete the order within the expedited interval requested by MCIm. Confirmation may be provided by Sprint via a telephone call with follow-up confirmation to be provided by Sprint according to normal procedures and measurement intervals.

2.5.1.8 Cycle time intervals for ordering and provisioning of all unbundled Network Elements, where facilities are available, shall be provided by Sprint to MCIm as part of the Implementation Plan in Part A Section 34. In the event an order is rejected for any reason agreed upon by Sprint and MCIm, the associated interval will restart when MCIm resubmits a correct order to Sprint.

2.5.2 **Quality Measurements**

2.5.2.1 Sprint provisioning functions performed for MCIm shall be determined by the Implementation Team as described in Part A Section 34.

Section 3. Connectivity Billing and Recording

This Section 3 describes the requirements for each Party to bill and record all charges the other Party incurs for purchasing services under this Agreement.

3.1 **Procedures**

3.1.1 Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint and MCIm will review any changes to industry standards and will mutually agree to the interpretation of these standards before they are implemented by Sprint.

3.1.2 Sprint shall record, where Technically Feasible, and bill in accordance with this Agreement those charges MCIm incurs as a result of MCIm purchasing from Sprint services as set forth in this Agreement (hereinafter "connectivity charges").

3.1.3 Sprint shall implement BOS 28 during the expected implementation window of September 1, 1997, through December 31, 1997, if Technically Feasible. Thereafter, Sprint shall format

each bill for connectivity charges (hereinafter "connectivity bill") in accordance with the CABS or SECAB standard.

3.1.3.1 Subsequent BOS releases shall be implemented within the industry determined implementation windows or other mutually agreed time frames.

3.1.4 Each service purchased by MCIm shall be assigned a separate and unique billing code in the form agreed to by the Parties and such code shall be provided to MCIm on each connectivity bill in which charges for such services appear.

3.1.4.1 Each such billing code shall enable MCIm to identify the service as ordered by MCIm.

3.1.5 Each connectivity bill shall set forth the quantity and description of each such service provided and billed to MCIm. All connectivity charges billed to MCIm shall indicate the state from which such charges were incurred.

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

3.1.7 Sprint shall bill MCIm for the connectivity charges incurred; provided that, for those usage based connectivity charges where actual charge information is not determinable by Sprint because the jurisdiction (*i.e.*, interstate, interstate/ InterLATA, intrastate, intrastate/IntraLATA, local) of the traffic is unidentifiable, or for other reasons, the Parties shall jointly develop a process to determine the appropriate charges.

3.1.8 Measurement of usage based connectivity charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types shall be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

3.1.9 Sprint shall provide to MCIm at no additional charge a single point of contact for interconnection and Network Elements at Sprint's National Access Service Center ("NASC"), and for resale at Sprint's IPOC to handle any connectivity billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

3.1.10 Sprint shall provide a single point of contact at each Sprint data center for handling of any data exchange questions or

problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

3.1.11 As soon as possible after completion of this Agreement, each Party shall provide the other Party written notice of which form of the monthly connectivity bill is to be deemed the official bill to assist the Parties in resolving any conflicts that may arise between the official bill and another form of bill received via a different media which purportedly contain the same charges as are on the official bill.

3.1.12 If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

3.1.13 When sending connectivity bills via electronic transmission, to avoid transmission failures or the receipt of connectivity billing information that cannot be processed, MCIm shall provide Sprint process specifications. Sprint shall comply with MCIm's processing specifications when Sprint transmits connectivity billing data to MCIm. MCIm shall provide to Sprint notice if a connectivity billing transmission is received that does not meet MCIm's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to MCIm, at Sprint's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be thirty-five (35) days when interim, non-industry standard billing is employed and thirty (30) days when permanent, industry standard billing is employed from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

3.1.14 Sprint shall deliver to a location specified by MCIm, billing information via Network Data Mover ("Connect:Direct"), magnetic tape or paper, as agreed to by MCIm and Sprint. In the event of an emergency, system failure or other such condition which prevents Sprint from transmitting via Connect:Direct, Sprint shall notify MCIm of such difficulties within twelve (12) hours of detection. Sprint shall deliver to a location specified by MCIm billing information via magnetic tape or paper, as agreed to by MCIm and Sprint. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or overnight delivery and which contain connectivity billing data shall not be returned to the sending Party.

3.1.15 Subject to the terms of this Agreement, including without limitation Sections 3.1.16 and 3.1.18 of this Attachment VIII, MCIm shall pay Sprint within forty-five (45) calendar days from the bill date when interim, non-industry standard billing is employed, and thirty (30) calendar days from the receipt of the bill when permanent, industry standard billing is employed. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

3.1.16 Billed amounts which are being investigated, queried, or for which claims have or may be filed are not due for payment until such investigations, claims or queries have been fully resolved by both MCIm and Sprint.

3.1.17 Sprint will assess late payment charges to MCIm in accordance with the applicable tariff , if any. If there is no applicable tariffed late payment charges then Sprint will assess late payment charges equal to the lesser of 1.5% per month of the balance due or the maximum allowed by law, until the amount due including late payment charges is paid in full.

3.1.17.1 Upon five (5) business days notice by Sprint to MCIm, Sprint may not accept any new or amended orders for Telecommunications Services, Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from MCIm while any past due, undisputed charges remain unpaid.

3.1.18 **Bill Reconciliation**

3.1.18.1 Each Party agrees to notify the other Party upon the discovery of a billing discrepancy "Notice of Discrepancy".

3.1.18.2 In the event of such Notice of Discrepancy, the Parties shall endeavor to resolve the discrepancy within sixty (60) calendar days' notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period.

3.1.18.3 If the dispute is not resolved within the allotted time frame, the following resolution procedures shall begin:

3.1.18.3.1 If the dispute is not resolved within sixty (60) days of the notice of discrepancy, the dispute shall be escalated to the second level of management for resolution.

3.1.18.3.2 If the dispute is not resolved within ninety (90) days of notice of discrepancy, the dispute shall be escalated to the third level of management for resolution.

3.1.18.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the notice of discrepancy, the dispute may be referred to the Commission for resolution by MCIm, or upon the written request of Sprint within such one hundred and twenty (120) day period, may be resolved pursuant to Section 23 (Dispute Resolution Procedures) of Part A of this Agreement.

3.1.18.4 If MCIm disputes connectivity charges and the dispute is resolved in favor of MCIm, Sprint shall credit the Connectivity Bill of MCIm for the amount of the disputed charges.

3.1.19 Sprint shall reimburse MCIm for incorrect Connectivity Billing charges including, without limitation, overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality, and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

3.1.20 The Parties agree to record call information for Local Interconnection in accordance with this Subsection 3.1. To the extent Technically Feasible, each Party shall record all call detail information associated with every call originated or terminated to the other Party's local exchange subscriber. The Parties agree that they shall record call detail information if Technically Feasible even if such records or call detail information has not been recorded in the past. These records shall be provided at a Party's request and shall be formatted pursuant to Bellcore's EMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party daily in EMR format via Connect:Direct. Sprint and MCIm agree that they shall retain, at each Party's sole expense, copies of all EMR records transmitted

to the other Party for at least forty-five (45) calendar days after transmission to the other Party.

3.1.21 When MCIm collocates with Sprint in Sprint's facility as described in this Agreement, capital expenditures (*e.g.*, costs associated with building the "cage") shall not be included in the connectivity bill provided to MCIm pursuant to this Attachment VIII. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by MCIm for payment. All other non-capital recurring Collocation expenses shall be billed to MCIm in accordance with this Agreement. (The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the connectivity charges associated with Collocation.) The bill label for such Collocation charges shall be entitled "Expanded Interconnection Service." The bill label for non-capital recurring Collocation expenses shall be entitled "Collocation."

3.1.22 Sprint shall be responsible for billing and collecting charges from IXCs for access related to interexchange calls generated by resale subscribers.

3.1.23 When MCIm owns the end office, Sprint shall not bill RIC to either MCIm or other IXCs.

3.1.24 Sprints and MCIm shall determine the appropriate and mutually agreeable form of administrative billing between billing carriers.

3.1.25 Sprint shall establish a switched access meet point billing arrangement with MCIm. This arrangement will include tandem routed IXC calls and IXC calls routed through a line that is ported via Remote Call Forward ("RCF") or FLEX DID from Sprint to MCIm.

3.1.25.1 MCIm will bill for carrier common line, local switching, RIC, and its portion of the transport charges for tandem routed IXC calls. For lines that are ported from Sprint to MCIm, Sprint will bill only transport charges. MCIm will bill for all other applicable access charges.

3.1.25.2 Sprint and MCIm will provide all necessary switched access records to each other for access billing.

3.2 Information Exchange and Interfaces

3.2.1 Sprint shall provide MCIm a monthly connectivity bill that includes all connectivity charges incurred by and credits and/or adjustments due to MCIm for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Sprint shall issue one (1) bill per month, on the first day of the month and the billing cycle shall be on a calendar basis. Each connectivity bill provided by Sprint to MCIm shall include:

3.2.1.1 All non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to the day before the next bill date;

3.2.1.2 Any known unbilled non-usage sensitive charges for prior periods;

3.2.1.3 Unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date;

3.2.1.4 Any known unbilled usage sensitive charges for prior periods; and

3.2.1.5 Any known unbilled adjustments.

3.2.2 The bill date (defined as the date the bill was prepared) must be present on each bill transmitted by Sprint to MCIm, must be a valid calendar date, and not more than ninety (90) days old. Connectivity bills shall not be rendered for any connectivity charges which are incurred under this Agreement on or before ninety (90) days preceding the bill date, except as otherwise permitted by law.

3.2.3 On each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/InterLATA, intrastate, or intrastate/IntraLATA. Sprint shall provide from and through dates for charges rendered on all connectivity bills.

3.2.4 Sprint shall separately identify business charges from residence charges, as appropriate, and shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on the connectivity bill.

3.2.5 Sprint and MCIm shall issue all connectivity bills in accordance with the terms and conditions set forth in this Section

3. On connectivity bills that Sprint renders to MCIm, BANs shall be thirteen (13) character alpha/numeric and there shall only be one (1) BAN per LATA. The bill date shall be the same day, month-to-month. Each Party shall provide the other Party with at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties shall provide one (1) connectivity billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month-to-month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All connectivity bills must be received by the other Party no later than ten (10) calendar days from bill date and at least thirty (30) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any connectivity bill received on a Saturday, a Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive connectivity billing data and information within the time period specified above, the payment due date will be extended by the number of days that such receipt has been delayed.

3.2.6 Sprint shall issue all connectivity bills containing such billing data and information in accordance with the most current version of CABS/SECABS published by Bellcore, or its successor, or such later versions as are adopted by Bellcore, or its successor, as agreed to by the Parties pursuant to Section 3.1.1 herein.

3.2.7 Sprint and MCIm agree that each Party shall transmit connectivity billing information and data in the appropriate CABS or SECAB format electronically via Connect:Direct to the other Party at the location specified by such Party. MCIm data centers will be responsible for originating the calls for data transmission. The Parties shall mutually agree to the technical specifications for transmission. MCIm will supply to Sprint its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than thirty (30) calendar days before the changes take effect.

3.2.8 In emergency situations when tape transmittal has been used, Sprint shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a six (6) inch distance from any magnetic field generating device (except a magnetron-tape

device). Sprint shall only use those shipping containers that contain internal insulation to prevent damage. Sprint shall clearly mark on the outside of each shipping container its name, contact and return address. Sprint shall not ship any connectivity billing tapes in tape canisters.

3.2.9 All emergency billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd Parity, 6250 BPI group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be one hundred percent (100%) tested at twenty percent (20%) or better "clipping" level with full width certification and permanent error-free at final inspection. MCIm reserves the right to destroy a tape that has been determined to have unrecoverable errors. MCIm also reserves the right to replace a tape with one of equal or better quality.

3.2.10 Billing data tapes used in emergency circumstances shall have the following record and label standards. The data set serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	**SECAB**
Record length	Bytes (fixed length)	Bytes (fixed length)
Blocking factor	Records per block	Not applicable
Block size	Bytes per block	Not applicable
Labels	Standard IBM Operating System	Standard IBM Operating System

3.2.11 A single six (6) digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "data set serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four (4) digit originating company code and a numeric character chosen by the sending company. The external and internal label shall be the same. The data set name shall appear

on the flat side of the reel and also in the "dataset name field" on the first header record of the IBM standard tape label. Sprint's name, address, and contact shall appear on the flat side of the cartridge or reel.

3.2.12 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are eighty (80) character records recorded in EBCDIC, odd Parity.

3.2.13 Sprint shall conform to the Standard Volume Label Format which will be prescribed by MCIm.

3.2.14 Sprint shall use the IBM Standard Data Set Label Format which will be prescribed by MCIm.

3.2.15 Sprint shall use test and production data set format which will be prescribed by MCIm for each CABS and SECABS.

3.3 **Standards**

3.3.1 Within thirty (30) days of the execution of this Agreement, Sprint shall send to MCIm connectivity bill data in the appropriate mechanized format (*i.e.*, CABS or SECAB) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data from Sprint, MCIm will notify Sprint if the connectivity billing transmission meets MCIm's testing specifications. Sprint agrees to correct data and resend the transmission until it has met all of MCIm's testing specifications. At least three (3) sets of testing data must meet MCIm's testing specifications prior to Sprint sending MCIm a mechanized production connectivity bill for the first time via electronic transmission or tape. Thereafter, Sprint may begin sending MCIm production connectivity bills via electronic transfer on the next bill date, or within ten (10) days, whichever is later.

3.3.2 Sprint shall provide notice to MCIm at least ninety (90) days prior to any change in existing formats or change to a different format. Sprint shall send to MCIm connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment at least thirty (30) days prior to such change. Sprint agrees that it shall not send to MCIm bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this Subsection.

3.3.3 During the testing period, Sprint shall transmit to MCIm connectivity billing data and information via paper or tape as specified by MCIm. Test tapes shall be sent to a MCIm-specified location.

3.3.4 Sprint agrees that if it transmits data to MCIm in a mechanized format, Sprint shall also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for MCIm to process connectivity billing information and data:

3.3.5 The bill date shall not contain spaces or non-numeric values.

3.3.5.1 Each connectivity bill must contain at least one (1) detail record.

3.3.5.2 Any "from" date should be less than the associated "thru" date and neither date can contain spaces.

3.3.5.3 The invoice number must not have embedded spaces or low values.

3.3.6 Sprint agrees that in order to ensure the proper performance and integrity of the entire connectivity billing process, Sprint shall be responsible and accountable for transmitting to MCIm an accurate and current bill. Sprint agrees to work with MCIm to identify and implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by MCIm.

3.4 Revenue Protection

3.4.1 Sprint shall make available to MCIm at Parity with what Sprint provides to itself, its Affiliates and other local Telecommunications Carriers all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to, screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for OSS, additionally provide partitioned access to fraud prevention,

detection and control functionality within pertinent Operations Support Systems ("OSS") which include, but are not limited to, line information data base fraud monitoring systems, high toll notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, *etc.* Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.

3.4.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent the accidental or malicious alteration was caused by or resulted from negligence or intentional misconduct of the Party having administrative control.

3.4.3 Either Party shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized use of the service provider network whether that compromise is initiated by software or physical attachment to loop facilities from the main distribution frame up to and including, the network interface device, including clip-on fraud to the extent such compromise or fraud was caused or resulted from the negligence or intentional misconduct of such Party.

Section 4. Provision of Subscriber Usage Data

This Section 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Attachment VIII) to MCIm and for information exchange regarding long distance billing.

4.1 Procedures

4.1.1 General

4.1.1.1 Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.

4.1.1.2 Sprint shall comply with OBF standards and the additional standards outlined in this Agreement when recording and transmitting usage data.

4.1.1.3 Sprint shall record all usage originating from MCIm subscribers using service ordered by MCIm, where Sprint

records and bills those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:

4.1.1.3.1 Completed calls;

4.1.1.3.2 Use of CLASS/LASS/custom features;

4.1.1.3.3. Calls to information providers reached via Sprint facilities pursuant to 4.1.1.7 and contracted by Sprint;

4.1.1.3.4 Calls to Directory Assistance where Sprint provides such service to an MCIm subscriber;

4.1.1.3.5 Calls completed via Sprint-provided Operator Services where Sprint provides such service to MCIm's local service subscriber. For Sprint-provided CENTREX service, station level detail records shall include complete call detail and complete timing information; and

4.1.1.3.6 Recording of completed calls which Sprint does not record for its own service offerings (*e.g.*, flat rate free calling area service).

4.1.1.4 **Retention of Records.** Sprint shall maintain a machine readable back-up copy of the message detail provided to MCIm for a minimum of forty-five (45) calendar days. Sprint shall provide any data back-up to MCIm upon the request of MCIm.

4.1.1.5 Sprint shall provide to MCIm Recorded Usage Data for MCIm subscribers. Sprint shall not submit other carrier local usage data as part of the MCIm Recorded Usage Data.

4.1.1.6 Sprint shall not bill to MCIm subscribers any recurring or non-recurring charges except where explicitly permitted to do so within a written agreement between Sprint and MCIm.

4.1.1.7 Billing of 900 service calls shall be determined by the Implementation Team as described in Part A Section 34.

4.1.1.8 Sprint shall provide Recorded Usage Data to MCIm billing locations as designated by MCIm.
4.1.1.9 Sprint shall establish a Local Carrier Service Center ("LCSC") or similar function to serve as MCIm's single point of contact to respond to MCIm call usage, data error, and record transmission inquiries.

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

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

4.1.1.12 Sprint shall bill and MCIm shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in the Connectivity Billing and Recording Section of this Attachment VIII.

4.1.1.13 Without waiver of, and in addition to the Audit and Examination rights in the Section 22 (Audits and Examinations of Part A) of this Agreement, upon reasonable notice and at reasonable times MCIm or its authorized representatives may examine Sprint's documents, systems, records and procedures which relate to the recording and transmission of the usage data to MCIm under this Attachment.

4.1.2 **Charges**

4.1.2.1 Sprint shall not bill for recording or rating usage data. Sprint shall bill MCIm for message provisioning, data transmission and/or tape charges using tariff rates, if any, or at the rates contained in Attachment I of this Agreement.

4.1.3 **Central Clearinghouse and Settlement**

4.1.3.1 Sprint and MCIm shall agree upon clearinghouse and incollect/outcollect procedures.

4.1.3.2 Sprint shall settle with MCIm for both intra-region and inter-region billing exchanges of calling card, bill-to-third

party, and collect calls under a separate arrangement to be negotiated.

4.1.4 **Lost Data**

4.1.4.1 **Loss of Recorded Usage Data.** MCIm Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to MCIm. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from MCIm, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and MCIm. This estimate shall be used to adjust amounts MCIm owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

4.1.4.2 **Partial Loss.** Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in 4.1.4.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following Subsections. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

4.1.4.3 **Complete Loss.** When Sprint is unable to recover data as discussed in 4.1.4.1 above, estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

4.1.4.4 **Estimated Volumes.** From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by MCIm and Sprint to the estimated message volume for messages for which usage

charges apply to the MCIm's subscriber or access customers to arrive at the estimated lost revenue.

4.1.4.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

4.1.4.6 If the loss occurs on a weekday that is a holiday (except Christmas & Mother's Day), Sprint shall use volumes from the two (2) preceding Sundays.

4.1.4.7 If the loss occurs on Mother's Day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth rate agreed to by MCIm and Sprint.

4.1.4.8 MCIm may also request data be provided that has previously been successfully provided by Sprint to MCIm. Sprint shall re-provide such data, if available, at MCIm's expense.

4.1.5 **Testing, Changes and Controls**

4.1.5.1 The Recorded Usage Data, EMR format, content and transmission process shall be tested as agreed upon by MCIm and Sprint pursuant to Implementation Plan as described in PART A.

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

4.1.5.7 **Sprint Software Changes**

4.1.5.7.1 When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to MCIm, designated

Sprint personnel shall notify MCIm no less than ninety (90) calendar days before such changes are implemented.

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

4.1.5.7.3 MCIm personnel shall review the impact of the change on the entire control structure and the post conversion test plan, herein. MCIm shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software.

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

4.1.5.8 **MCIm Requested Changes**

4.1.5.8.1 MCIm may negotiate changes in the schedule, content, format of the usage data transmitted from Sprint.

4.1.5.8.2 When the negotiated changes are to be implemented, MCIm and/or Sprint shall arrange for testing of the modified data in a post conversion test plan designed to encompass all types of changes to the usage data transferred by Sprint to MCIm and the methods of transmission for that data.

4.1.5.9 **Sprint System Change Description**

4.1.5.9.1 For a Sprint system change, Sprint shall provide MCIm with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

4.1.5.9.2 During the initial negotiations regarding the change, Sprint shall provide a list of the specific records and/or processes impacted by the change to designated MCIm personnel.

4.1.5.9.3 Sprint shall also provide MCIm a detailed description of the changes to be implemented. It shall include sufficient detail for designated MCIm personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

4.1.5.10 **Change Negotiations**

4.1.5.10.1 MCIm shall be notified in writing of proposed change negotiations initiated by Sprint. In turn, MCIm shall notify Sprint in writing of proposed change negotiations initiated by MCIm.

4.1.5.10.2. After formal notification of planned changes, whether originated by Sprint or MCIm, designated MCIm personnel shall schedule negotiation meetings as required with designated Sprint personnel.

4.1.5.11 **Changes to controls.** MCIm and Sprint may negotiate changes to the control structure. Sprint and MCIm shall comply with the agreed upon changes.

4.1.5.12 **Verification Of Changes**

4.1.5.12.1 Based on the detailed description of changes furnished by Sprint, MCIm and Sprint personnel shall negotiate:

4.1.5.12.1.1 The type of change(s) to be implemented;

4.1.5.12.1.2 Development of a comprehensive test plan;

4.1.5.12.1.3 Scheduling and transfer of modified data with Sprint;

4.1.5.12.1.4 Testing of modified data with the appropriate MCIm RPC;

4.1.5.12.1.5 Processing of verified data through the MCIm billing system with the RPC;

4.1.5.12.1.6 Review and verification of testing with appropriate MCIm groups; and

4.1.5.12.1.7 Review of modified controls, if applicable.

4.1.5.13 **Introduction of Changes**

4.1.5.13.1 When all the testing requirements have been met and the results reviewed and accepted, designated MCIm and Sprint personnel shall mutually agree on an implementation schedule.

4.2 Information Exchange and Interfaces

4.2.1 Core Billing Information

4.2.1.1 **Recorded Usage Data all IntraLATA toll and local usage.** Sprint shall transmit to MCIm unrated EMR records associated with all IntraLATA toll and local usage which it records on MCIm's behalf, where in the case of resale Sprint records and bills such usage for itself, with the exception of "976", "N11" and alternate -billed service. Any category, group and/or record types approved in the future for Sprint shall be included if they fall within the definition of local service resale. MCIm shall be given notification thirty (30) days prior to implementation of a new type, category and/or record.

4.2.1.2 MCIm and Sprint shall agree upon the types of rated EMR records that Sprint shall send to MCIm.

4.2.1.3 **Data Delivery Schedules.** Data shall be delivered to MCIm by Sprint daily (Monday through Friday), unless otherwise negotiated, based on Sprint's operational processes. MCIm and/or Sprint data center holidays are excluded. Sprint and MCIm shall exchange schedules of designated data center holidays.

4.2.2 Product/Service Specific

4.2.2.1 Sprint shall provide a specialized service/ service provider charge record to support the special features star services, if these features are part of Sprint's offering.

4.2.3 Emergency Information

4.2.3.1 Sprint shall provide the transport facility for transmitting usage and billing data between Sprint location and the MCIm location. Sprint shall transmit via Connect:Direct whenever possible. In the event usage transfer cannot be accommodated by Connect:Direct because of extended (one (1) business day or longer) facility outages, Sprint shall contract for a courier service to transport the data via tape.

4.2.3.2 Sprint shall comply with the following standards when emergency data is transported to MCIm on tape or cartridge via a courier. The data shall be in variable block:

Tape:	9-track, 6250 (or 1600) BPI (bytes per inch)
Cartridge:	38,000 BPI (bytes per inch)
LRECL:	2,472 Bytes
Parity:	Odd
Character Set:	Extended Binary Coded Decimal Interchange Code ("EBCDIC")
External labels:	Exchange Carrier Name, Data Set Name ("DSN") and volume serial number
Internal labels:	IBM Industry OS labels shall be used. They consist of a single volume label and two (2) sets of header and trailer labels.

4.2.4 Rejected Recorded Usage Data

4.2.4.1 Upon agreement between MCIm and Sprint, messages that cannot be rated and/or billed by MCIm may be returned to Sprint via Connect:Direct. Returned messages shall be sent directly to Sprint in the original EMR format. Standard EMR return codes shall be utilized.

4.2.4.2 Sprint must return EMR/EMI records to IXCs with the OBF standard message reject code which indicates that Sprint no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.

4.2.4.3 Rejected messages or invoices shall be returned to MCIm in accordance with procedures and time frames already established between Sprint and MCIm.

4.2.5 **Interfaces**

4.2.5.1 Sprint shall transmit formatted Recorded Usage Data to MCIm via Connect:Direct as designated by MCIm.

4.2.5.2 MCIm shall notify Sprint of resend requirements if a pack or entire data set must be replaced due to pack rejection, damage in transit, data set name failure, *etc.*

4.2.5.3 Critical edit failure on the pack header or pack trailer records shall result in pack rejection (*e.g.*, detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCIm within one (1) business day of processing. Rejected packs shall be corrected by Sprint and retransmitted to MCIm within twenty-four (24) hours or within an alternate time frame negotiated on a case-by-case basis.

4.2.5.4 A pack shall contain a minimum of one (1) message record or a maximum of nine thousand nine hundred and ninety-nine (9,999) message records (or the approved OBF standard), plus a pack header record and a pack trailer record. A file transmission contains a maximum of ninety-nine (99) packs. A data set shall contain a minimum of one (1) pack. Sprint shall provide MCIm one (1) data set per sending location, with the agreed upon RAO/OCN populated in the header and trailer records.

4.2.6 **Formats and Characteristics**

4.2.6.1 Rated in collect messages can be intermingled with the unrated messages. No special packing is needed.

4.2.6.2 **EMR.** Sprint shall provide recorded usage data in the EMR format and by category, group and record type, and shall be transmitted, via a direct feed, to MCIm. The following is a list of EMR records that MCIm can expect to receive from Sprint:

Detail Records *	01-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80,

	81, 82, 10-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37
Credit Records	03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82
Rated Credits	41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82
Correction Records	71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82

* Category 01 is utilized for Rated Messages. Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5.

4.2.6.2.1 Upon modification of Sprint's process to allow for providing the newly defined industry standard header record resale and trailer record resale, Sprint shall use its interim header and trailer records as defined to MCIm, which are derivative of the 20-20-01 header record and the 20-20-02 trailer record.

4.2.6.3 Sprint shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records with the exception noted in 4.2.6.2.1 above.

4.2.6.4 The interfacing Bell RAO, OCN, and remote identifiers shall be used by MCIm to control invoice sequencing and each shall have its own invoice controls. The OCN shall also be used to determine where the message returns file, containing any misdirected and unguidable usage, shall be sent.

4.2.6.5 The file's Record Format ("RECFM") shall be variable block or fixed as negotiated. Size and the Logical Record Length ("LRECL") shall be as specified by MCIm.

4.2.6.6 Sprint may elect not to comply with specific sorting requirements. However, MCIm may elect to negotiate with

Sprint to sort PACKS in accordance with MCIm specifications at a later date.

4.2.6.7 Sprint shall transmit the usage to MCIm using data set naming conventions prescribed by MCIm.

4.2.7 **Controls**

4.2.7.1 MCIm and Sprint shall jointly test and certify the Connect:Direct interface to ensure the accurate transmission and receipt of Recorded Usage Data.

4.2.7.2 Until Sprint implements the newly defined industry standard header and trailer records, header and trailer records shall be populated as follows:

Position	
13-16	MCIm OCN - value 7229

Upon such implementation, Header and trailer records shall be populated in positions 13-27 with the following information:

Position	
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number
17-19	Interfacing Bell RAO Code
20-23	Interfacing OCN
24-26	Send to RAO
27-30	MCIm OCN - Value 7229

The trailer grand total record count shall be populated with total records in pack (excluding header and trailer).

4.2.7.3 **Control Reports.** MCIm accepts input data provided by Sprint in EMR format in accordance with the requirements and specifications detailed in Section 8 of Attachment III. In order to ensure the overall integrity of the usage being transmitted from Sprint to MCIm, data transfer control reports shall be required. These reports shall be provided by MCIm to Sprint on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by Sprint.

4.2.7.4 **Control Reports - Distribution.** Since Sprint is not receiving control reports, data set names shall be established during detailed negotiations.

4.2.7.5 **Message Validation Reports.** MCIm shall provide the following Message Validation reports to the designated Sprint System Control Coordinator once per day (or as otherwise negotiated). These reports shall be provided for all data received within Sprint local resale feed and shall be transmitted Monday through Friday.

4.2.7.6 **Incollect Pack Processing.** This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

4.2.7.6.1 Sprint name;

4.2.7.6.2 Reseller total messages processed in a pack;

4.2.7.6.3 Packs processed shall reflect the number of messages initially erred and accepted within a pack; and

4.2.7.6.4 Reseller total packs processed.

4.2.7.7 Sprint agrees to provide MCIm information on a subscriber's selection of billing method, special language billing, and other billing options at Parity with information maintained for Sprint subscribers.

4.2.8 **Interim Number Portability - Recording and Billing**

4.2.8.1 Sprint shall provide MCIm with accurate billing and customer subscriber account record exchange data for MCIm subscribers whose numbers have been ported.

4.2.8.1.1 Sprint shall provide MCIm call detail records identified for IXCs which are sufficient to allow MCIm to render bills to IXCs for calls IXCs place to ported numbers in the Sprint network which Sprint forwards to MCIm for termination.

4.3 **Standards**

4.3.1 When requested by MCIm for security purposes, Sprint shall provide MCIm with Recorded Usage Data at Parity. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

4.3.2 Sprint shall include the Working Telephone Number ("WTN") of the call originator on each EMR call record.

4.3.3 Consistent with 4.2.6.2 above, end user subscriber usage records and station level detail records shall be in packs in accordance with EMR standards.

4.3.4 Sprint shall segregate and organize the Recorded Usage Data in accordance with MCIm's instructions.

4.4 **Performance Measurements**

Performance Measurement for File Transfer, Timeliness, Completeness, Accuracy, Data Packs, Recorded Usage Data Accuracy, and Usage Inquiry Responsiveness will be established pursuant to the Implementation Plan described in Part A, Section 34.

4.5 **Reporting**

4.5.1 Sprint shall agree to develop reports to be used for local usage data performance measurement pursuant to the Implementation Plan in Part A, Section 34

Section 5. Maintenance

5.1 **General Requirements**

5.1.1 Sprint shall provide repair, maintenance, testing, and surveillance for all Telecommunications Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.

5.1.1.1 During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCIm to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled elements or Combinations of

elements as Sprint provides itself, its subscribers, any of its Affiliates or subsidiaries, or any other entity. Sprint shall provide MCIm with the same level of maintenance support as Sprint provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that Sprint uses and/or which are required by law, regulatory agency, or by Sprint's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as Sprint may deploy) that Sprint provides to MCIm under this Agreement.

5.1.1.2 Sprint shall provide, initially on a regional basis, and subsequently on a national basis, a Single Point of Contact ("SPOC") for MCIm to report via telephone maintenance issues and trouble reports twenty-four (24) hours a day, seven (7) days a week.

5.1.1.3 Sprint shall provide MCIm maintenance dispatch personnel on the same schedule that they provide their own subscribers.

5.1.2 MCIm shall handle all interaction with MCIm subscribers including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution, except any interactions required by on-site technicians.

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

5.1.4 All Sprint employee or contractors who perform repair service for MCIm subscribers shall follow procedures, supplied by MCIm, in all their communications with MCIm subscribers. At a minimum, these procedures and protocols shall ensure that: (1) Sprint employees or contractors shall perform repair service that is at least equal in quality to that provided to Sprint subscribers; and (2) trouble calls from MCIm subscribers shall receive response time

priority that is at least equal to that of Sprint subscribers and shall be handled on a "first come, first served" basis regardless of whether the subscriber is a MCIm subscriber or a Sprint subscriber.

5.1.5 Sprint shall provide MCIm with scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services, Network Elements and Combinations provided to MCIm under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network.

5.1.5.1 Sprint shall provide the maximum possible advance notice of any scheduled maintenance activity which may impact MCIm's subscribers including a list of all services, elements, features, functions, and capabilities which may be impacted by Sprint maintenance activities. Until electronic bonding is available, such notice shall be for occurrences affecting a minimum of fifty (50) subscribers.

5.1.5.2 Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, date and time work is scheduled to be completed.

5.1.6 Sprint shall notify MCIm of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any Network Element, including, without limitation, any hardware, equipment, software, or system, providing service functionality which may potentially impact MCIm subscribers.

5.1.6.1 Sprint shall provide the maximum advance notice of such non-scheduled maintenance and other planned network activities possible, under the circumstances; but in no case shall notice be given to MCIm after the work has started to take place.

5.1.6.2 Sprint shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise MCIm promptly of any such actions it takes.

5.1.7 Sprint shall provide MCIm a detailed description of any and all emergency restoration plans and disaster recovery plans which

are in place during the term of this Agreement. Such plans may include, at a minimum, the following: (i) provisions for immediate notification to MCIm of the existence, location, and source of any emergency network outage potentially affecting an MCIm subscriber; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all local services and Network Elements or Combinations; (iii) methods and procedures to provide MCIm with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) an inventory and description of mobile restoration equipment, by location; (v) methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) methods and procedures for reprovisioning of all Telecommunications Services and Network Elements or Combinations after initial restoration; (vii) equal priority, as between MCIm subscribers and Sprint subscribers, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (viii) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week.

5.1.7.1 For purposes of this Subsection 5.1, an emergency network outage is defined as an outage affecting at least fifty (50) subscribers or five thousand (5,000) or more blocked call attempts in a ten (10) minute period for all subscribers in a single exchange.

5.1.8 On all misdirected calls from MCIm subscribers requesting repair, Sprint shall provide such MCIm subscriber with the correct MCIm repair telephone number as such number is provided to Sprint by MCIm.

5.1.9 Sprint shall inform MCIm of repair completion and trouble reason as soon as practicable, with the objective of making the information available within ten (10) minutes after restoration of Network Elements, or Combinations, and any other trouble reports by MCIm. Notification should be provided via electronic interface.

5.1.10 Sprint and MCIm shall mutually develop escalation procedures to be followed if, in MCIm's judgment, any performance standard defined in this Agreement is not met for any individual

trouble report. The escalation procedures to be provided shall include titles and telephone numbers of Sprint management personnel who are responsible for maintenance issues and who will be contacted when a trouble condition is escalated.

5.1.11 In the event Sprint fails to conform to specified performance and service quality standards, MCIm may request, and Sprint shall deliver to MCIm, plans for correcting said cause, and Sprint shall correct said cause as soon as possible, at its own expense.

5.1.12 Dispatching of Sprint technicians to MCIm subscriber premises shall be accomplished by Sprint pursuant to a request received from MCIm. MCIm shall be able to schedule maintenance appointments in half-day intervals. The electronic interface established pursuant to Subsection 5.2 shall provide the capability of allowing MCIm to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the subscriber's premises, and verify any actual work completed on the subscriber's premises.

5.1.13 Sprint shall supply MCIm with a unique number to identify each MCIm initial trouble report opened.

5.1.14 Sprint shall flag a trouble report as a repeat trouble if a prior trouble report was closed without repairs being performed to the subscriber's satisfaction. For repeat trouble reports, MCIm shall have the ability to escalate repair service requests.

5.1.15 Sprint shall notify MCIm via electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. MCIm will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.

5.1.16 **Additional Unbundling Requirements**

5.1.16.1 When trouble is reported by a subscriber served through unbundled Network Elements, MCIm will test its network to identify any problems. If no problems are identified with the MCIm network, MCIm will open a trouble report with Sprint. Sprint shall then test its portion of the network and perform repairs as required in the time frames set forth below in this Agreement.

5.1.16.1.1 MCIm will coordinate combined testing or repair activities until trouble is resolved. Sprint shall provide repair updates to MCIm.

5.2 Systems Interfaces and Information Exchanges

5.2.1 Sprint shall cooperate with MCIm to establish real-time, electronic interfaces by MCIm to Sprint's maintenance systems and databases. This interface shall be seamless and transparent to MCIm personnel working through MCIm's systems.

5.2.1.1 An electronic bond will be a system-to-system connection with immediate update capability. In no way shall this interface cause MCIm personnel to use Sprint systems via remote hook up or any other means of access.

5.2.1.2 This interface shall allow MCIm personnel to perform the following functions for MCIm subscribers; (i) enter trouble reports in the Sprint maintenance systems for an MCIm subscriber; (ii) retrieve and track current status on all MCIm subscriber trouble reports; and (iii) receive automated notification of case closure.

5.2.1.3 Sprint agrees to develop and implement the electronic interfaces described above based on the trouble administration industry standards developed by the ECIC forum, specifically ANSI standards T1.227 and T1.228. These interfaces will be ready for joint testing seven (7) months after joint planning is commenced provided that: joint planning is completed within five (5) months of initiation, a joint test plan is completed within six (6) months of joint planning initiation, and MCIm is in compliance with the ANSI T1.227 and T1.228 standards.

5.2.2 Once the electronic Gateway is established between Sprint and MCIm, Sprint agrees that MCIm may report troubles directly to a single Sprint repair/maintenance center for both residential and business subscribers, unless otherwise agreed to by MCIm.

5.2.3 Sprint shall perform all testing for Resale Services.

5.2.3.1 Sprint shall provide test results to MCIm, if appropriate, for trouble clearance. In all instances, Sprint will provide MCIm with the disposition of the trouble.

5.2.3.2 If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If MCIm requests the trouble dispatch, then MCIm's subscriber will bear the cost.

5.2.4 If systems interfaces are temporarily out of service or not yet in place, Sprint shall provide to MCIm the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as mutually agreed by the Parties. Sprint agrees to provide the status of residence and small business trouble reports upon MCIm's request.

5.2.5 Sprint agrees to provide to MCIm the status for open maintenance trouble reports for large business subscribers at MCIm's request.

5.2.6 Sprint agrees that MCIm may submit a trouble report to Sprint to verify Central Office features and functions as they relate to a subscriber trouble report. Sprint agrees to work the initial trouble report at Parity with all other trouble reports received.

5.2.7 Sprint agrees to proactively advise MCIm of any Central Office failure that is known at the time of any inquiry or trouble report. Sprint agrees to continue to work with MCIm toward implementing a process to meet MCIm's requirements for notification of Switch failures as soon as possible.

5.2.8 Sprint agrees to provide a repair commit time on all residences and small business trouble reports.

5.2.9 Sprint agrees to develop, with MCIm's cooperation, mutually acceptable work center interface agreements to document methods and procedures for interim interfaces for each service within thirty (30) days of the Effective Date of this Agreement or MCIm's notice to Sprint of its initiation of that service. Sprint will participate in the appropriate standards bodies in the development of the final interface standards and will comply with such standards as soon as practicable.

5.3 **Standards**

5.3.1 Maintenance charges for premises visits by Sprint employees or contractors shall be billed by MCIm to its subscriber.

5.3.1.1 Sprint employees or contractors shall, present the subscriber with a form pursuant to Section 25.3 of Part A of this Agreement detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.

5.3.1.2 If additional work is required, Sprint employees or contractors shall call MCIm so that MCIm can schedule a new appointment with Sprint and subscriber at Parity with the process Sprint uses for its own subscribers.

5.3.2 Sprint agrees to work with MCIm to support expeditious development of an industry standard trouble report entry format and agrees to implement such standard not more than twelve (12) months after final resolution by the Electronic Communications Implementation Committee ("ECIC").

5.4 **Performance Measurements and Reporting**

5.4.1 **Cycle Time Measurements**

5.4.1.1 Until electronic interface exists, Sprint agrees that MCIm may report troubles to Sprint's repair bureau by telephone and/or facsimile at MCIm's discretion. Sprint repair bureau shall conform to the following performance and service quality standards when providing repair and maintenance to MCIm and MCIm subscribers under this Agreement.

5.4.1.2 Sprint shall provide repair service to MCIm subscribers at Parity with Sprint's provision of repair service to its own subscribers. The standards shall be pursuant to the Implementation Plan in Part A Section 34.

5.4.1.3 In the event the "estimated time to restore" has been missed, Sprint shall notify MCIm promptly.

5.4.1.4 Emergency network outages shall be restored in accordance with Sprint's emergency restoration plans as described in Section 5.1.7 above.

5.4.1.4.1 Number of emergency network outages recorded shall be pursuant to the Implementation Plan in Part A, Section 34.

5.4.1.5 The quality standards for when an outage has not reached the threshold defining an emergency network outage, shall be established to the Implementation Plan in Part A, Section 34.

5.4.1.6 For maintenance and trouble management purposes, Telephone Service Prioritization ("TSP") and essential services outages shall be designated for repair at the highest priority one hundred percent (100%) of the time.

5.4.1.7 Trouble reports for other than total service outage shall be established pursuant to the Implementation Plan in Part A Section 34.

5.4.1.8 Sprint tracks repeat trouble reports from the same subscriber on a rolling thirty (30) day period. Sprint's internal objective shall be established pursuant to the Implementation Plan in Part A Section 34.

5.4.1.9 To support unbundling processes, Sprint agrees to support trouble sectionalization and resolution and to respond to MCIm requests within the timeframe established for assistance pursuant to the Implementation Plan in Part A Section 34.

5.4.2 **Quality**

5.4.2.1 All calls to Sprint's repair bureau shall be answered twenty-four (24) hours per day, seven (7) days per week.

5.4.2.2 The Sprint repair bureau shall provide to MCIm the "estimated time to restore," with the accuracy established pursuant to the Implementation Plan in Part A Section 34.

Section 6. Miscellaneous Services and Functions

6.1 General

6.1.1 To the extent that Sprint does not provide the services described in this Section 6 to itself, Sprint will facilitate the acquisition of such services for or by MCIm through the existing service provider. MCIm will contract directly with the service provider for such services.

6.2 General Requirements

6.2.1 Basic 911 and E911 General Requirements

6.2.1.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a three (3) digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

6.2.1.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/ Data Management System ("ALI/DMS"), to determine to which Public Safety Answering Point ("PSAP") to route the call.

6.2.1.3 If available, Sprint shall offer a third type of 911 Service, S911. All requirements for E911 also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local Switch to the S911 tandem.

6.2.1.4 Basic 911 and E911 functions provided to MCIm shall be at least at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.

6.2.1.5 Basic 911 and E911 access when MCIm purchases Local Switching shall be provided to MCIm in accordance with the following:

6.2.1.5.1 Sprint shall conform to all state regulations concerning emergency services; and

2.2.4.4 Charges Billed Within Ninety (90) Days for Usage Charges

2.2.4.5 Financial Accuracy of Local OCC Bills

2.2.4.6 Customer Usage Data - File Transfer

2.2.4.7 Customer Usage Data - Timeliness

2.2.4.8 Customer Usage Data - Accuracy

2.2.5 **Operator Services** (only if utilized by MCIm)

2.2.5.1 Average Toll Answer Time

2.2.5.2 Average Directory Assistance Answer Time

2.3 All the above measures will be implemented in a manner that is consistent with the current measures Sprint makes of its own performance.

2.4 The Parties may mutually agree to further require additional and/or modified reporting as part of the Implementation Plan in Part A, or subsequently as business needs demand.

EHIBIT B

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by MCI Telecommunications Corporation for arbitration with United Telephone Company of Florida and Central Telephone Company of Florida concerning interconnection rates, terms, and conditions, pursuant to the Federal Telecommunications Act of 1996.	DOCKET NO. 961230-TP ORDER NO. PSC-97-0294-FOF-TP ISSUED: MARCH 14, 1997

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
SUSAN F. CLARK
J. TERRY DEASON
JOE GARCIA
DIANE K. KIESLING

APPEARANCES:

Richard D. Melson, Esquire, Hopping Green Sams and Smith, Post Office Box 6526, Tallahassee, Florida 32314; and Martha McMillin, Esquire, 780 Johnson Ferry Road, Suite 700, Atlanta, Georgia 30342
On behalf of MCI Telecommunications Corporation and MCImetro Access Transmission Services, Inc..

John P. Fons, Esquire, and J. Jeffry Wahlen, Esquire, Ausley & McMullen, Post Office Box 391, Tallahassee, Florida 32302
On behalf of United Telephone Company of Florida and Central Telephone Company of Florida.

Martha Carter Brown, Esquire, and Cochran Keating, Esquire, Florida Public Service Commission, Division of Legal Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870
On behalf of the Commission Staff.

FINAL ORDER ON ARBITRATION

BY THE COMMISSION:

TABLE OF CONTENTS

I. BACKGROUND 3

II. COMPENSATION FOR EXCHANGE OF LOCAL TRAFFIC 4

III. UNBUNDLED NETWORK ELEMENTS 11

A. Cost Methodology 11
B. Rates 22

IV. RESALE 23

A. Voice Mail and Inside Wire Maintenance 23
B. Wholesale Rates of Retail Services Offered for Resale 27

V. COLLOCATION 34

VI. COMPENSATION FOR CAPACITY, ENGINEERING, AND RELATED INFORMATION 35

VII. CONCLUSION 36

I. BACKGROUND

Part II of the Federal Telecommunications Act of 1996 (Act) provides for the development of competitive markets in the telecommunications industry. Section 251 of the Act concerns interconnection with the incumbent local exchange carrier, and Section 252 sets forth the procedures for negotiation, arbitration, and approval of interconnection agreements.

Section 252(b) addresses agreements arrived at through compulsory arbitration. Specifically, Section 252(b)(1) states:

> (1) Arbitration. - During the period from the 135th to 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues.

Section 252(b)(4)(C) states that the State commission shall resolve each issue set forth in the petition and response, if any, by imposing the appropriate conditions as required. This section requires this Commission to conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request for negotiations under this section.

On May 6, 1996, MCI Telecommunications Corporation, individually and on behalf of its affiliates, including MCImetro Access Transmission Services, Inc. (collectively, MCI), formally requested negotiations with United Telephone Company of Florida and Central Telephone Company of Florida (collectively, Sprint), under Section 252 of the Act. On October 11, 1996, MCI filed with this Commission a Petition for Arbitration Under the Telecommunications Act of 1996. Docket No. 961230-TP was established for MCI's petition.

On August 8, 1996, the Federal Communications Commission (FCC) released its First Report and Order 96-325 in CC Docket No. 96-98 (Order). The Order established the FCC's rules and requirements for interconnection, unbundling, and resale based on its interpretation of the 1996 Act. This Commission appealed certain portions of the FCC's rules and Order, and requested a stay pending that appeal. On October 15, 1996, the Eight Circuit Court of Appeals granted a stay of those portions of the FCC's rules and Order implementing Section 252(i) and the pricing provisions of the Act.

On December 11, 1996, MCI and Sprint executed a Stipulation and Agreement (the Stipulation) in order to resolve certain issues that remained between the parties. The Stipulation was presented to this Commission as a preliminary issue at the evidentiary hearing for this docket on December 18, 1996, and received our approval. The Stipulation is attached hereto as Attachment A and is incorporated herein by reference.

On December 18, 1996, we conducted an evidentiary hearing for this docket. At our February 4, 1997, Agenda Conference, we made our decision on the following matters: compensation for exchange of local traffic; costing of and rates for unbundled network elements; services available for resale; the wholesale discount for retail services; limitations on collocation; and compensation for provision of engineering records. Having considered the evidence presented at hearing, the posthearing briefs of the parties, and the recommendations of our staff, our arbitration decision made at the February 4, 1997, Agenda Conference is set forth below.

II. COMPENSATION FOR EXCHANGE OF LOCAL TRAFFIC

At issue between the parties is the determination of the appropriate compensation mechanism for the exchange of local traffic between MCI and Sprint. We will consider this issue in two parts. The first part concerns setting the appropriate rates for tandem switching, transport, and end office switching. The second part concerns whether these rates should be reciprocal if MCI does not provide the equivalent tandem switching and transport function.

Call Termination Rates

Sprint witness Hunsucker testified that Sprint proposes permanent rates for tandem and end office switching, but proposes to use its interstate tariff rates on an interim basis for transport.

Sprint believes that Total Element Long Run Incremental Cost (TELRIC) is the appropriate cost methodology for determining the prices for elements involved in call termination. Sprint witness Farrar stated that TELRIC and Total Service Long Run Incremental Cost (TSLRIC) methodologies are basically the same. He contended that their differences are related to the item being costed, not the method of developing the costs. Witness Farrar stated that TSLRIC studies determine the forward-looking, long run incremental cost of services, while TELRIC studies determine the forward-looking long run incremental cost of network elements.

Sprint witness Hunsucker stated that call termination is a function of the application of end office switching, local tandem switching, and transport. Sprint proposes seven rate bands for end office switching. Sprint states that its goal in deaveraging is to price in proximity to cost. Witness Hunsucker contended that this would supply an economically efficient price to new competitors to decide whether to use Sprint or an alternative switching arrangement.

Witness Hunsucker stated that Sprint established a rate design by sorting the end office switching costs from lowest to highest for each office studied. He explained that the rate bands were derived by stratifying end office costs and setting rates within each band so that no rate differed from any of the end office costs in that band by more than approximately 10 percent. He contended that urban areas have lower switching costs within a grouping due to their higher usage volume and larger average number of lines in each switch.

Witness Hunsucker testified that Sprint proposes to use its interstate access tariffed rates, without application of the residual interconnection charge, as interim proxy rates for transport until the Commission sets permanent rates. He stated that the interstate access tariff for Florida is arranged in three geographic rate zones. He maintained that these rates are appropriate until such time as detailed TELRIC cost studies can be developed and presented to the Commission. Witness Hunsucker contended that these transport rates are currently priced very close to the cost of providing that service and are close to what will be produced by the TELRIC cost studies. In his testimony he indicated that, in most states, interstate rates tend to be lower than some intrastate rates.

MCI's concerns regarding Sprint's TSLRIC costs are discussed in Section II.A. of this Order, which addresses the appropriate cost methodology for unbundled elements. MCI witness Cabe argued that incumbent local exchange company (ILEC) cost studies must comply with the requirements for forward-looking cost studies. In its brief, MCI stated that the Hatfield Model produces costs for tandem switching, local switching, and transport in accordance with TELRIC cost principles. MCI also stated in its brief that:

> [T]he parties appear to agree that the reciprocal compensation mechanism should be based on Sprint's forward looking economic costs of providing transport and termination... The parties agree on how "symmetrical" charges are measured when MCI

employs a different network architecture than Sprint to perform the same transport and termination function.

As discussed at length in Section II.A., we do not believe that MCI's Hatfield Model is suitable for use in this proceeding, and we therefore find that the costs produced by the model are inappropriate.

After review of Sprint's cost study for end office switching, we find that Sprint's proposed, deaveraged, per minute rates are also not appropriate. As discussed in Section II.A., we find that Sprint's rates include excess contribution; we do not believe that an additional 14.58% for common costs is reasonable.

We find that the permanent rates provided in Table 1, below, are appropriate and shall be applied. These rates reflect adjustments made to offset the excess contribution to common costs discussed above. For the offices for which Sprint did not provide cost data, we find that the end office rates for Zone 1 shall apply in the interim. We believe this is reasonable since Sprint did not provide any information to determine the appropriate rates or zones for the remaining end offices. Sprint shall provide TSLRIC cost studies on the remaining end office switches so permanent rates can be set.

TABLE 1

ELEMENT	APPROVED RATES
End Office Termination -	
Zone 1	$.002081
Zone 2	.002983
Zone 3	.003471
Zone 4	.004286
Zone 5	.005073
Zone 6	.006313
Zone 7	.007766

We find that Sprint has provided adequate cost data to support deaveraged rates for end office switching. As suggested by Sprint, this will price end offices in proximity to their cost. Since urban areas tend to have lower switching costs due to their higher usage volumes and larger average number of lines in each switch, it is appropriate that such offices should have lower rates.

As with end office switching, Sprint did not provide cost information for all of its tandem switches. Since, however, the cost data provided did encompass the majority of the tandem switches, we do not believe that additional cost data on the few remaining tandems would change the outcome. We find that the cost information provided is sufficient to set permanent tandem switching rates; however, as stated above, we find that the 14.58% added by Sprint for common costs is unnecessary. After adjustment to eliminate unnecessary contributions to common costs, we find that a permanent rate of $.00275 for tandem switching is appropriate and shall apply.

We are not persuaded by Sprint's proposal to use interstate tariffed rates for transport until it files TELRIC cost studies. Witness Hunsucker stated that interstate rates tend to be lower than intrastate rates, but he admitted that he had not looked at Florida's rates. We note that Florida's intrastate tariffed rates are lower than Sprint's proposed interstate rates. We also note that Florida's intrastate rates are still priced substantially above costs. We find it inappropriate to set transport rates, even in the interim, based on rates that we know are well above costs. We find that an interim, reciprocal, per minute transport rate of $.000255 is appropriate and shall apply. We determined this rate by using TSLRIC cost information provided by Sprint in Docket No. 950985-TP and made a part of this record.

We have ordered separate rates for end office switching, tandem switching, and transport because alternative local exchange companies (ALECs) may use one or both switches to terminate a call. This is appropriate since a call terminated at an access tandem, as opposed to a call terminated at an end office, may require additional switching and transport. The tandem rate includes only costs to terminate at the tandem; therefore, if an ALEC terminates through both a tandem and end office switch, Sprint may charge tandem, transport, and end office rates.

Sprint shall file TSLRIC cost studies for the end office switches for which it did not provide cost data. Sprint shall also file TSLRIC cost studies for transport. These cost studies shall be filed within 60 days of the date of this Order. Requiring TSLRIC cost studies is consistent with our directive in Docket No. 960847-TP.

Reciprocal Compensation

The parties agree that compensation should be reciprocal and symmetrical. The parties disagree on whether MCI performs the same or equivalent call termination function as Sprint. Sprint witness

Hunsucker argued that an ILEC should not be required to pay a competitive local exchange company (CLEC) the tandem switching and transport rate element if the CLEC does not provide equivalent tandem switching and transport functions. MCI witness Cabe contended that reciprocal compensation should be based on the functionality provided rather than the network architecture employed.

Section 251(b)(5) of the Act requires ILECs to establish reciprocal compensation arrangements for the transport and termination of telecommunications. Section 252(d)(2)(A) of the Act provides:

> For the purposes of compliance by an incumbent local exchange carrier with section 251(b)(5), a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless-
>
> > (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier; and
> >
> > (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional cost of terminating such calls.

Sprint and MCI make arguments referring to portions of the FCC Rules and Order that have been stayed, specifically Sections 51.701(c) and (d). In addition, Sprint cites Order No. PSC-96-1532-FOF-TP, issued December 16, 1996, in Docket No. 960838-TP (arbitration between MFS Communications Company, Inc. (MFS) and Sprint), which referred to stayed portions of the FCC Rules and Order. While we did discuss the merits of the FCC Rules and Order in our decision in the MFS/Sprint arbitration, they were not a basis for our decision. In this docket we will not rely on these stayed portions of the FCC Rules and Order as a basis for our decision.

Sprint contends that the Commission previously determined this same issue in the MFS/Sprint arbitration, Docket No. 960838-TP. There, we decided that MFS could not charge Sprint for transport because MFS did not actually perform this function. (Order No.

PSC-96-1532-FOF-TP, issued December 16, 1996, p. 6) We found that the Act does not contemplate that compensation for transport and termination of local traffic will be symmetrical when one party does not actually use the network facility for which it seeks compensation.

In its brief, Sprint argues that the issue of whether it must reciprocally compensate MCI for tandem switching and transport turns on whether MCI performs a tandem switching and transport function. Sprint contends that MCI has not established how many switches it will provide in Florida or how many switches will be tandem switches, if any. Sprint witness Murphy stated that MCI was unable to say unequivocally that the remote digital line unit (RDLU) is a switch or that a Sprint-originated, local call terminated on MCI's network will be switched twice, once at the tandem switch and once at the RDLU. Witness Murphy asserted that MCI could not state that its switch performs a tandem switching function.

Sprint witness Hunsucker stated that, unless MCI performs both tandem and end office functionality, Sprint should not be required to provide compensation for the tandem switching and transport elements of call termination. He contended that the burden of proof should be on MCI to demonstrate to this Commission and Sprint where such tandem and end office functionality exists in its network. Witness Hunsucker stated that Sprint does not oppose reciprocal compensation where both CLEC and ILEC provide the same or equivalent termination functionality. Sprint argues in it brief that MCI has not demonstrated that it will perform the tandem and transport functions contemplated by the Act and the FCC Rules and Order.

In its brief, MCI argues that regardless of how transport and termination are priced with reference to Sprint's existing network, MCI is entitled to full compensation when it provides the same function as Sprint, irrespective of the network facilities it uses. MCI argues that the FCC Rules on pricing for transport and termination of local traffic, although stayed and not binding on this Commission, are a reasonable interpretation of the "reciprocal compensation" requirements of the Act. MCI submits in its brief that these rules provide useful direction as we determine the appropriate compensation under the Act for the exchange of local traffic.

MCI contends in its brief that Sprint witness Hunsucker distorted the concept of reciprocal compensation based on equivalent functionality by maintaining that "equivalent call termination functionality" means that a CLEC must provide "the

equivalent tandem switching and transport functions" before the ILEC can be required to pay the CLEC the tandem switching and transport rate elements. MCI asserts that Sprint's interpretation of the Rules, which would require Sprint to compensate MCI on a symmetrical basis for both transport and termination (i.e. at the tandem interconnection rate) only where MCI has deployed both tandem and end office switches in its new local network, would punish MCI for using the most efficient technology.

MCI argues in its brief that we should focus on the similarity of the functionality provided, not on the configuration of the physical facilities used to provide that functionality. MCI asserts that in the old ILEC network architecture, the purpose and function of tandem switches is to distribute calls to any switch which serves any end user within the tandem serving area. MCI witness Murphy contended that each carrier should be entitled to the same compensation if each carrier is using "equivalent facilities" to provide the same function.

MCI witness Cabe asserted that MCI performs the same function when it terminates a local call for Sprint as Sprint will perform when it terminates a local call for MCI. MCI argues in its brief that because the function is equivalent, symmetrical compensation rates should apply. MCI contends that the appropriate rate for termination of local calls is Sprint's tandem rate, including tandem switching, shared transport, and termination, in situations where MCI's geographic scope is comparable to the geographic scope covered by Sprint's tandem network.

We believe that the Act is clear regarding reciprocal compensation. Section 252(d)(2)(A)(i) requires that a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless "such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier . . . ."

We find that the Act does not intend for carriers such as MCI to be compensated for a function they do not perform. Even though MCI argues that its network performs "equivalent functionalities" as Sprint in terminating a call, MCI has not proven that it actually deploys both tandem and end office switches in its network. If these functions are not actually performed, then there cannot be a cost and a charge associated with them. Upon consideration, we therefore conclude that MCI is not entitled to compensation for transport and tandem switching unless it actually performs each function.

III. UNBUNDLED NETWORK ELEMENTS

A. Cost Methodology

Both MCI and Sprint advocate the use of TELRIC principles to develop costs for unbundled network elements, despite the fact that the relevant portion of the rules contained in the FCC's Interconnection Order is currently under a stay. MCI offers the Hatfield Model, Version 2, Release 2 (Hatfield) as the TELRIC costing model that we should apply, while Sprint proposes that we use the Benchmark Cost Model, Version 2 (BCM2) for loops. Both parties argue that their respective models constitute the best approach to developing appropriate TELRIC estimates.

Pricing Requirements Pursuant To The Act

Section 252(d) of the Act contains the pricing standards for unbundled network elements, providing that:

> Determinations by a State commission of the just and reasonable rate for the interconnection of facilities and equipment for purposes of subsection (c)(2) of section 251, and the just and reasonable rate for network elements for purposes of subsection (c)(3) of such section--
>
> (A) shall be-
>
> (i) based on the cost (determined without reference to a rate-of-return or other rate-based proceeding) of providing the interconnection or network element (whichever is applicable), and
>
> (ii) nondiscriminatory, and
>
> (B) may include a reasonable profit.

We read this section of the Act as stating that prices for unbundled elements should be based on cost and may include a reasonable profit; accordingly, we believe that the appropriate cost methodology is an approximation of TSLRIC.

Pricing Pursuant To The FCC's Order (TELRIC vs. TSLRIC)

In Order 96-325, the FCC defines TELRIC as:

> ... the forward-looking cost over the long run of the total quantity of the facilities and functions that are directly attributable to, or reasonably identifiable as incremental to,

> such element, calculated taking as a given the incumbent LEC's provision of other elements.
> (1) Efficient network configuration. The total element long-run incremental cost of an element should be measured based on the use of the most efficient telecommunications technology currently available and the lowest cost network configuration, given the existing location of the incumbent LEC's wire centers.
>
> (2) Forward-looking cost of capital. The forward-looking cost of capital shall be used in calculating the total element long-run incremental cost of an element.
>
> (3) Depreciation rates. The depreciation rates used in calculating forward-looking economic costs of elements shall be economic depreciation rates. 47 C.F.R. §51.505(b).

As discussed below, it is our belief that there should not be a substantial difference between the TSLRIC cost of a network element and the TELRIC cost of a network element. In fact, the FCC states that, "while we are adopting a version of the methodology commonly referred to as the TSLRIC as the basis for pricing interconnection and unbundled elements, we are coining the term "total element long run incremental cost" (TELRIC) to describe our version of this methodology." (Order 96-325, at ¶678) It should be noted, however, that the methodology used by the FCC to implement TELRIC would not necessarily be used by this Commission in determining TSLRIC costs. For example, the FCC's TELRIC definition uses a scorched node approach, whereas we have adopted in our state proceedings a TSLRIC approach using efficient technology. The difference between these methodologies is that the scorched node approach considers only the current location of central offices and ignores the existing technology or physical architecture deployed by the carrier in either the central office or outside plant. The TSLRIC based forward-looking approach considers the current architecture and the future replacement technology.

For purposes of our decision in this Order, we define TSLRIC as the costs to the firm, both volume sensitive and volume insensitive, that will be avoided by discontinuing, or incurred by offering, an entire product or service, holding all other products or services offered by the firm constant. This definition should not be construed as requiring or assuming that the firm would reoptimize its input mix and facilities when a service is added to (or removed from) the existing product mix. That is, TSLRIC, in

this Order, does not presume a "scorched earth" or "scorched node" analysis.

The FCC states that prices should be based on the TSLRIC of the network element, which will be called the TELRIC, and will include a reasonable allocation of forward-looking joint and common costs. (Order 96-325, at ¶672) The FCC adopted Section 51.505(a) of its rules, which states:

> In general. The forward-looking economic cost of an element equals the sum of: (1) the total element long run incremental cost of the element, as described in paragraph (b); and (2) a reasonable allocation of forward-looking common costs, as described in paragraph (c).

We do not disagree with the general approach of the FCC's pricing methodology. However, neither TSLRIC nor TELRIC methodologies include forward-looking joint and common costs. The rates that we are imposing in this Order are based as closely as possible on TSLRIC estimates plus some contribution to joint and common costs.

According to Sprint witness Farrar, the difference between TELRIC and TSLRIC is the focus on elements rather than on services. That is, certain costs can be directly assigned on an element level, whereas at the service level, they would be considered shared costs. The effect is that under TELRIC, more costs would be directly assigned, leaving fewer costs to be defined as shared.

Analysis of Cost Studies

As previously stated, the cost information presented by the parties consists of two types. MCI proposes we use the results of its Hatfield Model. MCI claims that the Hatfield Model provides results that are consistent with the FCC's TELRIC pricing standard. Sprint provided BCM2 for loops, and TELRIC studies for other unbundled network elements.

Hatfield Study

The Hatfield Model was developed by Hatfield and Associates, Inc., at the request of AT&T and MCI. Version 2.2, Release 2, was presented in this proceeding. The model was designed to estimate TELRIC costs of unbundled network elements and to estimate the cost of basic local exchange telephone service. Hatfield is a "scorched node" model that assumes all network facilities would be designed and built from scratch, constrained only by the current location of

central offices. The model does not represent any one specific local exchange company (LEC) network, but was designed to be adaptable to any LEC or geographic area. Hatfield models the loop, including the network interface device (NID), the drop, the block terminal, distribution cable, and feeder facilities. It also models the interoffice network, including wire center physical plant, end office switching, tandem switching, signal transfer points, service switching points, and service control points.

Hatfield contains six functional modules that contain the information and methodology used to calculate estimated plant investment and expenses. A primary data source used by the model is the BCM-PLUS input data file. This file is used as the first step in developing the investment level associated with the feeder and distribution elements of the local loop. This file contains 1995 estimates of households per Census Block Group (CBG), data regarding the size of each CBG, and other CBG-specific data. The model adjusts the household data by converting it to access lines and by accounting for multi-line residences, business, payphone and special access lines. BCM-PLUS was derived from part of the Benchmark Cost Model (the BCM1 version) which was developed by US WEST, NYNEX, MCI and Sprint. A brief explanation of each module is provided below.

Line Converter Module. This module transforms the census data from the BCM-PLUS data input file into a total line count per customer type. This line count is used in the calculation of costs per line.

Data Module. This module computes the quantity and length of distribution and feeder cables per CBG.

Loop Module. This module estimates cable investments by determining the size and type of cable required to serve each CBG. The module then takes the distribution and feeder lengths calculated in the Data Module and, using cable price information, calculates the total loop investment necessary for each CBG.

Wire Center Module. This module calculates investments in wire centers, switching, signaling, and interoffice transmission facilities. The module also determines switching and interoffice capacity to meet the service demand in the area being studied.

Convergence Module. This module combines the loop investment calculated in the Loop Module with the results of the Wire Center Module. This module also calculates the cost to install poles and conduits considering terrain and population density conditions.

The module produces output containing total investment for all plant categories by density range.

Expense Module. This module uses the output from the Convergence Module to generate monthly costs for unbundled network elements and basic local exchange service. These costs include annual capital carrying costs, operations and maintenance expenses, and other per-line expenses incurred to provide local service.

Sprint raised several criticisms of the results generated by Hatfield. Sprint witness Dunbar concluded that there are a "number of serious flaws" that make Hatfield "unusable for pricing unbundled elements." Among Sprint's criticisms are the following:

1. The outside plant cost assumptions are inconsistent with the loop plant design, and the costs are understated since the single cable cost curve used in Hatfield is not consistent with the model's long loop design.

2. The larger feeder and distribution cables used in underground loops must be 26 gauge, but the Hatfield Model uses only 24 gauge.

3. Hatfield does not account for the fact that long loops also require load coils and line amplifiers to maintain the quality of the signal and to achieve dial tone.

4. Loop materials costs used in the Hatfield Model are less than what is required to cover the cost of cable, electronics, and loop treatment.

5. Hatfield does not calculate the correct number of fibers needed to carry the Digital Loop Carrier (DLC) to its correct maximum capacity, nor does it correctly configure the carrier terminal equipment. It omits costs necessary to make the terminals functional.

6. Hatfield assumes that an AFC carrier system is used. The AFC carrier system can have multiple terminal locations on four fibers up to a total of 672 lines. It cannot support 2016 lines as indicated in the model. The model omits the cost for the AFC Local

Exchange Terminal, as well as the cost for the fiber optic termination frame.

7. The total length of distribution cable in the Hatfield Model is insufficient to reach all subscribers in some CBGs.

8. Hatfield understates the cost of supporting structures such as poles and conduit systems.

9. Hatfield assumes that 67% of the placement costs of conduit will be recovered from non-telephone services such as electric and TV cable, on the presumption that these facilities would simultaneously be placed in the same trench used for the telephone duct.

10. Hatfield understates all aerial facility costs by the cost of at least one pole. Hatfield prices aerial distances less than the distance between poles with just one pole. Thus, it does not recognize the first pole required. No aerial facility can use just one pole.

11. Hatfield ignores the effect of terrain on the cost of cable placement by simply assuming longer cable lengths to go around difficult terrain. Witness Dunbar stated that, in most areas, cable placements must follow roads, rights-of-way, and utility easements.

MCI witness Wood responded that Hatfield is not intended to be an engineering model, and that, while it relies on some engineering principles and practices, its objective is to develop the cost of serving an entire area. Witness Wood stated that although Hatfield's assumptions may not reflect those of a network planner, the purpose of the model is not to produce a specific loop cost but to develop the total dollar amount required for loop investment for each CBG. The specific calculations required would therefore yield some results that are overstated and some that are understated.

According to witness Wood, the vast majority of the data used in the model is Sprint or Florida-specific. He also stated that the model methodology is "transparent" and allows an open and public process for developing costs. It calculates forward-looking economic costs that an efficient provider of unbundled network services providing those services or elements on a wholesale basis would incur. According to the Model's description, the default

input values represent the best judgments of the model's developers. These inputs are variable, however, and users can model directly any desired alternative.

Hatfield's use of a "structure sharing factor" was discussed at length in this proceeding. As noted, structures include the costs of trenching, conduit, and telephone poles, which are associated with the installation of buried, underground, and aerial cable, respectively. The model assumes that supporting structures will be "shared" with other firms -- typically, a cable company and an electric utility. In order for the costs of trenching to be shared, a LEC needs to coordinate its efforts with such other utilities. Witness Wood admitted during cross-examination that he did not know what percentage of Sprint's conduits and telephone poles are shared with other providers. He testified, however, that some structure sharing exists as demonstrated by simply making visual inspection of aerial poles. The default values for the structure sharing factors in the Hatfield Model are set at .33; the effect of applying these .33 values is to exclude 2/3 of the investment in supporting structures initially computed from the final cost outputs. According to witness Wood, if these values are set to 1.0 (which assumes no structure sharing at all) total loop costs derived by the model increase by $4.29.

Upon review, we believe that, while the record shows that some structure sharing exists in Sprint's Florida network, excluding 2/3 of the structure investment as recoverable from other entities is not reasonable. Accordingly, we find that MCI's loop estimates are understated to that extent.

BCM2 Study

Sprint witnesses Hunsucker and Farrar emphasized Sprint's position that the same cost standard should be applied to all Florida ILECs because different pricing standards will produce non-competitive costs and prices among ILECs, disadvantaging some while benefitting others.

According to Sprint, the purpose of the BCM2 model is to "estimate a benchmark cost of providing basic local telephone service for both business and residence customers in small geographic areas for the entire U.S. and its territories." BCM2 incorporates several "enhancements" designed to more accurately reflect actual engineering practices in developing a local exchange network. One major change, according to Sprint, is that BCM2 includes all costs of basic local telephone service, while the previous version of the Benchmark Cost Model only included the major cost drivers.

According to Sprint, BCM2 is a geographically based high level engineering model of a hypothetical local network. The basic units used by the model are Census Block Groups (CBGs), as defined by the U.S. Bureau of the Census, including the physical boundaries of the CBG, the geographic center of the CBG, and the number of households. In addition, terrain data is developed by CBG. The number of business lines is estimated using a Dun & Bradstreet data base of the number of employees by CBG. Existing central offices are obtained from Bellcore's Local Exchange Routing Guide (LERG). All of this data becomes input for the BCM2.

Sprint witness Dunbar described the three major steps in the BCM2 process. First, the data input file to be used in the model must be built. This file consists primarily of CBG-related information. Second, the appropriate feeder and distribution plant must be determined for the relative locations of the CBGs, and the placement costs must be developed. Finally, the switching costs are developed by CBG.

The major basic assumptions used in the development of the loop investments under the BCM2 methodology are discussed below.

Loop Technology. Feeder cable is placed using either copper or fiber, depending on the total loop length. Distribution cable is placed using analog copper technology for voice grade loops; fiber loop technology or digital carrier on copper is used when the terminations are made at the DS1 signal level for a percentage of the business lines. Two different kinds of Digital Loop Carrier (DLC) equipment are used; the type used depends on the number of lines needed at remote terminal locations.

Feeder Plant Architecture. Four main feeder routes are assumed for each central office. The design of the copper and fiber feeder cables uses varying sizes depending on the distance from the central office. Feeder plant costs include materials costs of cable and electronics, as well as splicing and engineering costs.

Distribution Plant Architecture. BCM2 assumes that all households are uniformly distributed within a CBG. Distribution cable extends from the end of the feeder cable to each of the customer premises. Fiber distribution cable and DS-1 terminations are used in very densely populated CBGs to reflect characteristics of businesses. Distribution plant costs include material costs of cable and structures, Network Interface Devices (NIDs), drop wire, pedestal, in-line terminals, digital terminals, splicing, and engineering. Distribution cable sizes vary from 12 pair to 3600 pair cable.

Switch Technology. BCM2 uses five different sizes of generic digital switches for calculating switch investments. Each switch size has its own start up and per line costs. Start up costs include central processor frames, billing and data recording equipment, power and backup power equipment, the main distribution frame, frames for testing, and basic software.

Terrain Assumptions. Terrain data by CBG is included as inputs: water table depth, depth to bedrock, hardness of the bedrock, and surface soil texture. These terrain characteristics affect the placement and cost of telephone plant. Each CBG is placed in one of four placement cost levels depending on the mix of terrain characteristics in the CBG.

Algorithms. Various calculations are made to determine the following:

Feeder Plant Distance
Shared Feeder Plant Distance
Cable Capacity & Material Investments for Shared Feeder Plant
Distribution Plant Distances
Cable Capacity & Material Investments for Distribution Plant
Structure and Placement Costs
Switch Equipment Investments
Circuit Equipment Investments
Annual Cost Factors

According to Sprint, nearly all the variables in BCM2 are adjustable. Default values were set based on levels that Sprint feels best represent "forward-looking practices for deployment of basic local telephone services."

Sprint used the BCM2 model only to develop loop costs. It employed other TELRIC studies to develop costs for certain of the other unbundled network elements. For still others, Sprint did not conduct cost studies but has proposed to employ current tariffed rates, both intrastate and interstate, as an interim measure. For these latter elements, MCI states in its brief that it has supplied the only cost support in this proceeding.

Sprint witness Farrar testified that in order to develop its TELRIC estimates, Sprint included a varying percentage (approximately 3-27% depending on the type of investment), called Other Direct Operating Expense, in its Annual Charge Factors to incorporate estimates of shared costs for various investment categories. In order to derive its proposed rates, Sprint then

applied an additional factor of 14.58% to the TELRIC estimate to incorporate common costs.

MCI raised objections to certain aspects of Sprint's cost studies. With respect to Sprint's TELRIC estimates for the loop and port combination, tandem switching, SS7 signaling interconnection, LIDB, 911 ports, and Directory Assistance database services, MCI witness Cabe argued that the "black box" approach used by these studies makes them unavailable for critical review. According to witness Cabe, although the BCM2 approach used to develop loop costs is a more open process, Sprint does not incorporate forward-looking economic costing principles, instead relying heavily on historical, embedded data. He also stated that Sprint's studies handle shared and common costs similarly to a fully distributed cost study.

Specifically, MCI argues in its brief that Sprint's Annual Charge Factors are overstated. Referring to Sprint witness Farrar's testimony, MCI points out that calculated investment amounts are multiplied by annual charge factors to derive an annual cost, which then can be converted to a monthly cost. Sprint calculated Annual Charge Factors of approximately 30%, thus affecting a substantial portion of each TELRIC estimate.

In support of its contention, MCI notes in its brief that Sprint has utilized a cost of capital of 11.25%, which includes a cost of equity of 15.81% that MCI terms "generous." MCI also takes issue with Sprint's maintenance factors, noting that different maintenance factors were used for the same item at various points in the study. In addition, MCI notes that Sprint used historical maintenance expense in conjunction with a forward-looking loop investment to develop the maintenance factors. Finally, MCI claims that Sprint used historical 1995 costs to derive its shared cost factor, called the Other Direct Operating Expense factor, and made no adjustment to make them forward-looking. The result, MCI argues, is that all embedded shared and common costs of the firm are either allocated back to unbundled elements or to retail services, effectively making this an embedded study.

Conclusion

Upon review of the record, we find that the appropriate cost methodology for setting rates for unbundled network elements is TSLRIC, recognizing existing network configurations and utilizing forward-looking costs. The cost studies submitted by the parties in this case do not conform to this standard. Accordingly, we decline to adopt the proposed rates derived from either study as filed.

We choose not to use Hatfield results for various reasons. First, unlike the cost methodology that we find appropriate, Hatfield incorporates a "scorched node" approach to cost development. Second, we believe that Hatfield understates costs. Third, the proposed rate structure is so bundled in some instances that it does not, in our opinion, adequately reflect cost causation. Examples include rates for dedicated transport that are based simply on DS-0 equivalents with no distance component, and rates for Operator Services that are proposed to consist of a single lump sum annual charge for all Directory Assistance and 911 services.

Although Sprint's BCM2 and TELRIC studies more closely mirror the appropriate cost methodology, they are also flawed. Where Sprint has supplied TELRIC estimates, we find that its annual charge factors are overstated. However, this overstatement, with respect to the cost of capital, maintenance factors, and embedded expenses, is sufficient to provide an adequate contribution to common costs; we therefore find that Sprint's additional 14.58% for common costs is unnecessary. Where possible, we have made adjustments to BCM2 and Sprint's TELRIC workpapers accordingly to reflect more reasonable results upon which to set rates. We find our adjustments appropriate and reasonable.

Where Sprint has proposed to use current interstate tariffed rates, we find that, where noted, these rates shall be used as interim rates. Sprint shall submit appropriate TSLRIC estimates so that we may set permanent rates for these elements. We find it appropriate, however, to set permanent rates, where possible, based on relevant TSLRIC data obtained in other proceedings before this Commission and made a part of this record.

For unbundled loops, both MCI and Sprint have proposed the use of deaveraged pricing based on cost differences associated with density. The Hatfield's rate bands are based on the number of access lines per square mile. Sprint, on the other hand, has derived the BCM2 rate bands by stratifying the loop costs and setting bands so that at least 80% of the loops fall within $5.00 of the weighted average TELRIC. Upon review, we have determined that both methods are essentially cost-driven, but the resulting rates are not comparable.

For interim purposes, we find that a single averaged unbundled loop rate is appropriate. TSLRIC estimates for the entire unbundled loop and loop distribution shall be filed to assist in the determination of permanent rates. This finding is based on several factors. As previously stated, Hatfield and BCM2 loop costs are based on a "scorched node" approach that we find

inappropriate. In addition, Hatfield estimates are too low for sufficient cost recovery and BCM2 annual charge factors are overstated, as previously discussed. Unlike most TELRIC studies, the information provided by these cost studies made it impossible for us to adjust the costs to eliminate understatements and overstatements. The use of multiple bands added considerable complexity. Finally, we did not have sufficient time to become familiar with the BCM2 program, because it was submitted very shortly before hearing.

With respect to the local switching element, Sprint has proposed the use of six bands and a flat rate that includes both the port and a flat rate surrogate for usage. According to Sprint witness Hunsucker, Sprint has proposed this structure (versus the more common flat port plus per minute usage rate) because it cannot measure originating and terminating usage on a switching port at this time. Sprint has also proposed that switching features such as Caller ID, Call Waiting, and Centrex, normally included in unbundled local switching, be priced separately at 22% of retail rates. We disagree with this approach and find that no separate prices shall be approved for switching features. Rather, the features shall be incorporated into the unbundled switching rate itself, as required by the Act. For this reason, we find that the banded port/usage surrogate rates proposed by Sprint shall be applied on an interim basis. These rates shall include all associated features with no separate charges added.

For the common transport element, Sprint proposed to use interstate tariffed rates. As stated in our analysis of call termination rates in Section II of this Order, we believe that Sprint's proposed rates are well above costs. Upon consideration, we order the interim application of a rate combining the mileage and termination components and based on TSLRIC costs obtained in Docket No. 950985-TP and made a part of this record.

Sprint is required to file TSLRIC estimates for loop distribution and unbundled loops to assist us in setting permanent rates for those elements. TSLRIC estimates shall also be filed for those elements for which interim rates are approved in this Order. All TSLRIC studies shall be filed no later than 60 days following the issuance of this Order.

B. Rates

Sprint's proposed rates in this proceeding are based on individual TELRIC studies for some unbundled network elements, and interstate tariffed rates for other elements. Sprint has proposed that the interstate rates be used until it has completed TELRIC

studies. Sprint used the BCM2 to derive only the local loop investments.

MCI's proposed rates are all derived from the Hatfield model. In many instances, MCI's proposed rate structure differs substantially from that of Sprint's.

Upon consideration, we establish the rates for unbundled network elements set forth in Table 2, attached hereto as Attachment B and incorporated herein by reference. As discussed above in our analysis of cost methodologies, the rates that we have established reflect adjustments, where possible, to the cost data provided. We find that these adjustments lead to more reasonable results. Where noted, we order that interim rates be set. We believe that the rates established in this Order allow Sprint to sufficiently recover TSLRIC plus some contribution to shared and common costs.

Along with the rates established by this Order, MCI's and Sprint's proposed rates are set forth in Table 2. The interim rates that we have established are identified by an asterisk.

IV. RESALE

A. Voice Mail and Inside Wire Maintenance

Section 251(c)(4) of the Act requires LECs to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers. This is further clarified in the FCC Order. (Order 96-325, at ¶ 871) The dispute in this proceeding is whether voice mail and inside wire maintenance are telecommunication services that must be made available for resale under the Act.

In its brief, Sprint contends that voice mail and inside wire maintenance are not telecommunications services under the definition contained in the Act and thus are not required to be offered by ILECs for resale. Sprint states that whether it must make these products available to MCI for resale turns on the definition of "telecommunications service." Sprint argues that because neither of these offerings meet the definition of "telecommunications" and "telecommunications service," these offerings are not within the purview of Section 251(c)(4)(A) of the Act.

In its brief, Sprint states that voice mail is a store and forward technology in its network which allows a caller to leave a

message, like a telephone answering machine on the end user's premises. Sprint, citing FCC Final Decision, Docket No. 20828, released May 2, 1980, ¶¶ 95-98, contends that the FCC, in differentiating between "telecommunications services" and "enhanced services," found that voice mail is an enhanced service and not a telecommunications service. Sprint argues that the distinguishing feature is that transmission in a telecommunications service context is "real time" transmission as opposed to store and forward.

Sprint witness Hunsucker contended that inside wire maintenance is not a telecommunications service. The witness stated that inside wire maintenance has nothing to do with the transmission path of a call, as suggested by MCI, but instead is simply a warranty product available to Sprint's customers. He argued that since Sprint does not own the inside wire, it would be difficult to resell. In its brief, Sprint reiterates that inside wire maintenance does not provide a transmission path but only the repair of facilities owned by the customer.

Sprint asserts that MCI has failed to demonstrate that voice mail and inside wire maintenance are "telecommunications services." Sprint argues in its brief that MCI witness Darnell stated that he is not contending that voice mail and inside wire are telecommunications services from the standpoint of the Act.

MCI witness Darnell contended that under the Act no retail telecommunications service should be excluded from resale. In its brief, MCI argues that by applying the definition of telecommunications and telecommunications services to voice mail and inside wire maintenance, it is apparent that voice mail and inside wire maintenance fall within the confines of the statute.

MCI states in its brief that the manner in which voice mail operates illustrates this point. MCI suggests that if customer A calls customer B, who is not at home, customer A can be transferred to the voice mail unit, where she can leave a voice message that can be retrieved when customer B returns home. The message customer B receives will be exactly the same as the message left by customer A, i.e., her voice saying the words of the message she intended to deliver. MCI argues that this precisely fits the definition of "telecommunications." MCI contends that the information of the sender's (customer A's) choosing is transmitted between or among points specified by the user (from customer A's telephone to the voice mail unit to customer B's telephone), without change in the form or content of the information as sent or received (the message that customer A leaves customer B on voice

mail is identical from the standpoint of what was sent and what was received).

In its brief, MCI argues that inside wire maintenance also meets the Act's definition. MCI contends that if the wire from the NID to the serving area interface is somehow cut, the transmission path of a telephone call will be interrupted and must be repaired. Thus, MCI argues, the physical facility over which communications are transmitted is an integral part of the telecommunications service, and its proper maintenance and repair is vital to the proper provisioning of that service.

MCI argues that the same is true for the physical facility between the NID and the customer's telephone equipment. If the wire from inside the home to the NID is accidentally cut, the telephone call will be interrupted and the wire must be repaired. MCI asserts that in both cases, the telephone call is transmitted between or among points specified by the user, except that the call is cut short by a break in the transmission path. Inside wire maintenance service repairs the wire inside the home to restore the transmission path. MCI states that this is a service marketed and sold by Sprint which should be made available for resale to CLECs who are likely to have customers as desirous of this service as those customers of Sprint.

MCI anticipated Sprint's arguments that since voice mail service has been classified by the FCC as an "enhanced service" it is not subject to regulation under the Communications Act of 1934, and since the FCC has deregulated the provision of inside wire and inside wire maintenance, these services are excluded from the definition of "telecommunications" under the Act. MCI contends in its brief that the operative definitions used to establish Sprint's resale obligations under the Act were added to the federal telecommunications statute by Section 3(a) of the Act. MCI states that these definitions did not exist at the time the FCC made its determinations under the Communications Act of 1934 as to the regulatory status of voice mail and inside wire. MCI argues that nothing in the Act changes the regulatory status of these services; conversely, nothing in the prior law dictates whether they are the types of retail services which must be made available for resale.

MCI witness Darnell stated that in order for an ILEC to withdraw a certain service completely from resale, it must prove that the service is not a telecommunications service or that the telecommunications service is not provided to subscribers who are not telecommunications carriers.

MCI witness Darnell argued that Sprint has not proven that these services are not telecommunications services provided to end users; therefore, all of these services must be made available for resale at wholesale rates. Witness Darnell contended that if any of these services are found not to be telecommunications services subject to resale, a decision should be made as to whether these items are available at retail rates to CLECs. He also stated that this Commission should carefully evaluate whether an ILEC should be permitted to refuse to resell its services to a CLEC.

Section 3(51) of the Act defines "telecommunications service" as

> ...the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available to the public, regardless of the facilities used.

Section 3(48) defines "telecommunications" as

> ...the transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information sent and received.

Based on our interpretation of Sections 3(51) and 3(48) of the Act, we believe that voice mail meets the definitions of "telecommunications" and "telecommunications service" under the Act. Voice mail is a transmission between or among points specified by the user. The transmitted information is of the sender's choosing and does not change in form or content when sent or received. Accordingly, Sprint is required to offer voice mail for resale to MCI.

We do not agree that the FCC's classification of voice mail as an "enhanced service" and not a "telecommunication service" should be used as guidance in this docket. The FCC's decision was made prior to the enactment of the operative definitions used to establish resale obligations under the Act. Therefore, we believe that the requirements and definitions provided by the Act are the standards to be used in determining whether voice mail is subject to resale.

We do not believe that the Act requires the resale of inside wire maintenance. Inside wire maintenance is a warranty service offered by Sprint that may be purchased by a customer. Inside wire maintenance does not provide a transmission path. We find that inside wire maintenance does not fall under the definition of

"telecommunications services" as provided by the Act, and accordingly we find that Sprint should not be required to offer inside wire maintenance to MCI for resale.

B. Wholesale Rates of Retail Services Offered for Resale

The Act directs state commissions to determine the appropriate methodology for LECs to set wholesale discount rates for retail services. Section 252(d)(3) of the Act provides:

> For the purpose of section 251(c)(4), a State commission shall determine wholesale rates on the basis of retail rates charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by the local exchange carrier.

There are three key differences among the parties. The first area of disagreement concerns what expense accounts are avoidable and how much will be avoided. The FCC Order identifies six accounts that presumably should be avoided: Product Management (account 6611), Sales (account 6612), Product Advertising (account 6613), Call Completion (account 6621), Number Services (account 6622), and Customer Services (account 6623). The FCC Order, however, provides that its criteria are intended to leave state commissions broad latitude in selecting costing methodologies. It further states that the rules for identifying avoided costs by USOA expense accounts are cast as rebuttable presumptions, and that the FCC did not adopt as presumptively correct any avoided cost model. (Order 96-325, at ¶909) We note again that the FCC's pricing rules and the pricing portion of its Order have been stayed.

The second area of disagreement is the treatment of overhead costs. Sprint witness Farrar testified that these costs are not avoidable. MCI witness Darnell contended that they are common expenses which are not associated with any individual product and, therefore, should be treated as avoided costs.

The third area of disagreement is whether the denominator in the calculation of the discount percentage should represent expenses or revenues. Sprint contends that the denominator should represent revenues; this position is consistent with past Commission decisions. MCI asserts that the denominator should represent expenses.

Analysis of MCI's Avoided Cost Study

MCI proposes a wholesale discount rate of 20.49% for Sprint-United and 21.37% for Sprint-Centel. MCI witness Darnell stated that the FCC's Order establishes minimum criteria for the avoided cost methodology based broadly on the MCI study. The witness stated that the methodology MCI uses to establish a wholesale discount rate follows the conservative approach suggested by the FCC. MCI indicates that the costs in certain USOA accounts are identified as directly avoided, while costs in other accounts are treated as indirectly avoided. The avoided indirect costs were calculated by determining the ratio of directly avoided costs to total costs and then applying that proportion to the total indirect costs for the accounts.

Witness Darnell testified that the wholesale discount should be set at a level that does not include any Sprint retail costs. He contended that this approach captures Sprint's retailing margin and uses that margin as a surrogate for retail inefficiency. The witness testified that this definition of avoided cost ensures that the only companies that can enter the local market will be those that are at least as efficient as Sprint at retailing.

Witness Darnell stated that the fundamental feature of MCI's avoided cost calculation is the determination and exclusion of the total amount of Sprint's retailing costs in calculating the wholesale discount. In its brief, MCI contends that it leaves in the wholesale price for only those costs that are incurred in the provision of the service at wholesale.

Witness Darnell stated that MCI's avoided cost model divides total avoided costs by total expenses. The witness contended that this is the correct method to use for the analysis, because expenses are not directly related to revenues. Witness Darnell testified that this is contrary to Sprint's methodology, which takes total avoided expense and divides it by total revenue.

MCI treats account 6221 (Operator Services) and account 6622 (Number Services-directory assistance) as 100% avoided. Witness Darnell contended that if resellers provide their own operator services, Sprint will not be providing operator service to resellers' customers, and the cost of providing operator service will be avoided. The witness stated that Sprint's approach would force any wholesale companies that want to provide their own operator services to pay for all of their own operator service expense plus part of Sprint's operator service expense through an inappropriately low wholesale discount percentage.

Witness Darnell stated that MCI assumes uncollectibles are avoided in proportion to the avoided direct expenses, in line with the FCC's methodology. He contended that failing to include uncollectibles in the calculation of avoided expense means that the numerator of the wholesale discount percentage will be too small.

As previously stated, MCI includes overhead costs in its avoided cost model. Witness Darnell contended that by failing to include avoided common costs and overheads in the calculation of avoided expense, the numerator of the wholesale discount percentage will be too small, resulting in an understated wholesale discount. He stated that if the direct cost of a service falls, then the functions needed to support that service should also fall. He also stated that if support services were permitted to remain the same when direct services decline, support resources, such as employees, would be lying idle causing expense but providing no benefit.

Sprint disagrees with MCI's treatment of operator expenses. Sprint witness Farrar stated that if Sprint is reselling operator services, those expenses are not avoidable. In its brief, Sprint argues that even though MCI may choose to provide its own operator services, other competitors will not, and Sprint will provide resold operator services to those competitors as well as to its own retail customers. Sprint also contends that because it will be retailing and wholesaling operator services, these expenses will not be avoided in a competitive wholesale environment.

As previously stated, Sprint disagrees with MCI's position that overhead costs are avoidable. Witness Farrar stated that these costs, by definition, are common expenses which are not associated with any individual product. The witness asserted that whether you resell or retail a particular product, those activities will not have any effect upon corporate overhead costs.

In its brief, Sprint disagrees with MCI's position that in the calculation of the discount percentage the denominator should be total expenses. Sprint states that MCI concedes it would be difficult to determine which investment would be avoided. Sprint argues that, in the MCI/BellSouth arbitration proceeding, we determined that the proper discount calculation includes revenues from services that will be subject to resale in the denominator. See Order No. PSC-96-1579-FOF-TP, Docket Nos. 960833-TP, 960846-TP, issued December 31, 1996, p. 55.

We believe that MCI's avoided cost model presents wholesale discounts that have been calculated based on the FCC's assumption that an ILEC will operate in a hypothetical world, only as a wholesale provider of services. Since Sprint will provide both

retail and wholesale services, we find it unreasonable to assume that Sprint will only perform wholesale functions.

We note that MCI's study only included those accounts that the FCC established as presumed avoided. MCI witness Darnell agreed that MCI was not attempting to prove that any other cost accounts are avoided. MCI witness Darnell stated that MCI did not assume Sprint would operate only as a wholesale provider; however, if this is true, MCI's cost study does not accurately reflect the appropriate avoided costs. Other than reference to the criteria identified in the FCC Order, MCI has not provided any independent evidence to substantiate the costs it claims will be avoided.

We find that costs associated with operator and directory assistance services should not be 100% avoided, because resellers may be providing their own customers with these services. We do not believe that the intent of the Act was to impose on an ILEC the obligation to disaggregate a retail service into more discrete retail services. The Act requires that any retail service offered to customers be made available for resale. If MCI wants to purchase pieces of services, it should buy unbundled elements instead and package them to meet its needs.

We believe that indirect, or shared costs, such as general overhead costs, support all of the ILECs' functions, including marketing, sales, billing and collection, and other avoided retail functions. Therefore, a portion of these indirect costs should be considered "attributable to cost that will be avoided" pursuant to Section 252(d)(3) of the Act.

MCI witness Darnell stated that MCI proposed a single discount rate because of data limitations. Since the revenues and costs vary between types of services, we find that separate discount levels would more accurately reflect this relationship.

For the reasons stated above, we decline to use MCI's avoided cost study in the calculation of appropriate wholesale discount rates.

Analysis of Sprint's Avoided Cost Study

Sprint states that its avoided cost study uses the most recent expense and revenue data available. These revenues and expenses are assigned to a service group based on the actual activity that creates or drives a specific type of expense, rather than an arbitrary assignment based on investment or revenue. For example, if a specific study indicates that a particular expense activity is unrelated to residential services, activity-based costing will

assign this avoided expense only to other services. Witness Farrar stated that to the extent an expense can be associated with a service, an increase (or decrease) in the activity drives an increase (or decrease) in the expense associated with that service.

Sprint contends that while it has segregated its services into five service groups, there are many individual services within each service group. Witness Farrar stated that the appropriate avoided expense was applied to each of Sprint's retail rates to determine a service-specific wholesale rate.

The five groups into which Sprint has segregated its retail services include: (1) Simple Access, such as individual residential and business line services; (2) Complex Access, consisting of multiple access lines services, such as Key and PBX trunks and Centrex; (3) Features, such as custom calling, ExpressTouch (CLASS), and Centrex features; (4) Operator and Directory Assistance; and (5) all other retail services. For these service groups, Sprint proposes percentage discounts of 16.10%, 10.49%, 30.35%, 10.00%, and 10.58%, respectively.

Witness Farrar stated that in developing its avoided cost study, Sprint evaluated the customer expense categories presumed to be avoided by the FCC Order. Sprint's evaluation indicates that a portion of product management (account 6611), sales (6612), product advertising (6613), call completion (6621), number services (6622), and customer services (6623) expenses will not be avoided in a wholesale environment.

Sprint witness Farrar stated that in developing the net avoided cost associated with providing services on a wholesale basis both the incremental expenses and avoided expenses were calculated. Sprint contends that the net result is a reasonable estimate of avoided expense. Witness Farrar asserted that the net avoided cost for the retail service group is divided by the total revenue for the service group to develop the percent discount applicable to the rates of the individual services included in each retail service group.

Sprint also calculated an incremental wholesale expense in its avoided cost study. Witness Farrar stated that this new expense will be incurred in addressing the needs of resellers as customers. He asserted that many of the incremental wholesale functions will be performed at a national level, but that these expenses were apportioned to the various state and operating company jurisdictions based upon access lines. The total incremental wholesale expenses were allocated to the five retail service groups

based upon the avoided expenses in each of the service groups relative to the total avoided expenses.

Witness Farrar contended that uncollectibles (account 5301) are avoided expenses if the ILEC will no longer incur lost revenues in a wholesale environment. He stated that evidence indicates this will not be the case. The witness argued that Sprint's experience in the long distance market indicates that problems with revenue collection will still exist when dealing with resellers. He asserted that these conditions are similar to the rate of uncollectibles experienced by Sprint's local telecommunications division.

Sprint also proposes to translate its percentage discounts for each service group into a dollar amount, and then establish that dollar amount as the appropriate discount. Witness Farrar argued that the dollar amount of avoided expenses is independent of the retail price. He contended that as retail prices are increased or decreased, there is no reason that the dollar amount of avoided expenses should change. Witness Farrar stated that, therefore, the wholesale dollar discount amount should remain constant over time, independent of any retail price changes. For example, if the retail price for an R-1 is $9.65, applying the discount of 16.10% yields a wholesale discount of $1.55, which will not change as the retail price changes. The resulting wholesale price is $8.10. The resulting wholesale price will change as the retail price changes, with the difference reflecting the constant wholesale dollar discount. Sprint argues that the wholesale rate quoted in dollars will eliminate the need to do cost studies every year and refile wholesale tariffs. Witness Farrar contended that the discount has nothing to do with rates but is a function of the service. Therefore, rates may increase or decrease, but the avoided cost is still the same.

In its brief, MCI argues that Sprint's approach to calculating the wholesale discount understates the discount percentages. MCI contends that there are three major problems with Sprint's proposal. First, Sprint treats operator services as totally unavoided. Witness Darnell contended that if the resellers provide their own operator services, Sprint will not be providing operator service to the resellers' customers; therefore, the cost of providing this service will be avoided. MCI's second concern is Sprint's claim that uncollectibles will not be avoided. Witness Darnell asserted that end user uncollectibles will be completely eliminated, because resellers will absorb the bad debt associated with those customers. Third, MCI disagrees with Sprint's position that overhead costs are not avoidable. Witness Darnell contended that Sprint's position does not make sense; if the direct cost of

a service falls, the functions needed to support that service will likewise fall.

Conclusion

We believe that Sprint's activity-based cost methodology for the determination of avoided expenses for five retail service groups is the more appropriate option. We find that wholesale discounts associated with each retail services group will more accurately reflect the cost associated with providing services. This methodology should reduce the possibility of overstating or understating the discount, since the revenues and cost vary between services. We note that Sprint's proposal to establish five retail service groups was not rebutted.

We also find that Sprint will incur costs associated with certain wholesale functions, and that it is appropriate to net such costs with Sprint's avoided retail costs. MCI agrees; however, witness Darnell contended that these costs should be minimal. Based on Sprint's support data, we find that Sprint's incremental wholesale expense is reasonable.

We believe that Sprint's proposal to translate its percentage discounts into a fixed dollar amount has merit. As argued by witness Farrar, the dollar amount of avoided expenses is independent of the retail price. We believe the ALECs will benefit from this approach, because the fixed dollar amount will remain constant over time, independent of any retail price change. In the event that retail rates decline, ALECs would still receive the fixed dollar discount. Application of the dollar discount would result in lower rates than application of a percentage discount.

We disagree with MCI's position that the call completion and number services accounts should be 100% avoided by Sprint, even if MCI provides their own operator services. In a resale environment, we believe that Sprint will continue to perform these functions. Therefore, these costs will not be avoided if an ALEC resells a LEC's retail service.

We find that Sprint's avoided cost study is in compliance with the Act and, on balance, is the most reasonable option. While we find that Sprint's treatment of key accounts has been adequately supported and is appropriate, one adjustment is warranted. We find that indirect or shared costs, such as general overhead costs, support all of the ILECs functions, including marketing, sales, billing and collection, and other avoided retail functions. In order to determine an appropriate wholesale discount, indirect costs must be considered, since it is reasonable that some

reduction in overhead costs will occur in a wholesale environment. Therefore, a portion of the indirect costs must be considered "attributable to cost that will be avoided" pursuant to Section 252(d)(3) of the Act.

We find that wholesale discounts shall be set for five retail service groups at the rates specified in Table 3. These rates reflect our adjustments for indirect costs, including uncollectibles.

TABLE 3

APPROVED WHOLESALE DISCOUNT RATES				
Simple Access	**Complex Access**	**Features**	**Operator/ DA**	**Other**
19.41%	12.65%	36.60%	12.06%	12.76%

We find that Sprint shall translate the approved wholesale discount rates in Table 3 into fixed dollar discount amounts based on the rates in effect at the time this Order is issued. Sprint should include the fixed dollar discount amounts in its agreement when it is filed with the Commission.

V. COLLOCATION

MCI requests that it be allowed to collocate remote digital line units (RDLUs) in Sprint's central offices. MCI witness Murphy explained that an RDLU is a device that can perform loop concentration and switching functions. Witness Murphy stated that in many cases an RDLU is the most efficient means of providing loop concentration. In addition, he stated that an RDLU can switch calls from an unbundled loop to a specific trunk group, such as a 911 trunk or a trunk to a specific interexchange carrier.

Witness Murphy argued that, as a general matter, collocators should not be subject to arbitrary restrictions on telecommunications equipment that can be placed in a collocation space. He argued that if a collocator complies with reasonable restrictions such as space, power usage, and heat production limitations, it should be permitted to use the collocation space in the most efficient manner possible. If not, he asserted, Sprint will be able to control MCI's ability to deploy the most efficient network using the modern technology.

Sprint asserts that it will not allow MCI to collocate RDLUs. Witness Hunsucker stated that RDLUs are switches and that Sprint is under no obligation imposed by the FCC or this Commission to allow switching equipment in its collocated areas. Witness Hunsucker cited Section 51.323(c) of the FCC rules which states:

> Nothing in this section requires an incumbent LEC to permit collocation of switching equipment or equipment used to provide enhanced services.

Witness Hunsucker also referenced this Commission's decision in Docket No. 960847-TP, the consolidated ATT, MCI, and GTEFL arbitration, memorialized in Order No. PSC-97-0064-FOF-TP issued January 17, 1997. There, we stated that an ILEC shall not be required to permit collocation of switching equipment or equipment used to provide enhanced services.

We note that Section 51.323 of the FCC rules permits collocation of equipment used for interconnection or access to unbundled network elements. This includes optical terminating equipment, multiplexers, and other transmission equipment.

Upon consideration, we find that Sprint shall be permitted to impose the limitations provided in Section 51.323 of the FCC's rules on collocation. Because we believe that RDLUs constitute switching equipment as contemplated by Section 51.323, we find that Sprint shall not be required to allow MCI to collocate RDLUs in Sprint collocation areas.

VI. COMPENSATION FOR CAPACITY, ENGINEERING, AND RELATED INFORMATION

Sprint has agreed to provide MCI with access to its engineering records regarding poles, ducts, conduits, and rights of way. Compensation for access to these records remains disputed.

MCI and Sprint agree that if Sprint only has to make engineering records available for inspection, then there will be no charge. Sprint asserts, however, that if any special work must be performed to accommodate MCI's request, Sprint should be compensated based on the loaded labor rate of the individual actually performing the function. Sprint witness Hunsucker provided as an example of special work, the preparation of documents to prevent disclosure of proprietary information.

MCI states that in the event additional work is needed, Sprint should be permitted to recover no more than the TELRIC cost for the

additional work performed. While this proposal appears in MCI's brief, we find no support for this approach in the record.

Upon consideration, we find that Sprint's proposal to charge MCI for any special work associated with making engineering records available for inspection is appropriate. We therefore hold that Sprint shall be allowed to charge MCI for any special work associated with making engineering records available for inspection. If any special work is required, Sprint shall be allowed to charge the loaded labor rate of the person preparing the documents for MCI's review.

VII. CONCLUSION

We have conducted the arbitration of the unresolved issues in this proceeding pursuant to the directives and criteria of 47 U.S.C. §§ 251 and 252. We believe our decision is consistent with the terms of Section 251, the provisions of the FCC's implementing rules that have not been stayed pending appeal, and the applicable provisions of Chapter 364, Florida Statutes.

Pursuant to the terms of Section 252(e) of the Act, we find it appropriate to require the parties to submit a written agreement memorializing and implementing our decision here within 30 days of the issuance of this arbitration order. We will review the submitted agreements pursuant to the standards in Section 252(e)(2)(B) of the Act within 30 days after the agreements are submitted.

If the parties cannot agree to the language of the agreement, each party should submit its version of the agreement within 30 days after the issuance of this arbitration order. We will decide on the language that best incorporates the substance of our decision.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that each and all of the specific findings herein are approved in every respect. It is further

ORDERED that the Stipulation and Agreement attached hereto as Attachment A is approved and is incorporated by reference into this Order. It is further

ORDERED that MCI Telecommunications Corporation (MCI) and United Telephone Company of Florida and Central Telephone Company

of Florida (Sprint) shall provide reciprocal compensation for the exchange of local traffic at the rates and to the extent discussed in the body of this Order. It is further

ORDERED that the appropriate cost methodology for setting rates for unbundled network elements is Total Service Long Run Incremental Cost, recognizing existing network configurations and using forward looking costs. To the extent that the cost studies submitted do not conform to this standard, the results of those studies are adjusted, where possible, to reflect more reasonable costs upon which to set interim rates. It is further

ORDERED that Sprint shall provide to MCI network interface devices, unbundled loops, loop distribution, operator systems, multiplexing/digital cross-connect, dedicated transport, common transport, tandem switching, signaling link transport, signal transfer points, and service control points/databases, at the rates set forth in Table 2, attached hereto as Attachment B and incorporated by reference into this Order. It is further

ORDERED that Sprint shall offer voice mail services for resale to MCI but shall not be required to offer inside wire maintenance for resale to MCI. It is further

ORDERED that Sprint shall offer retail services for resale to MCI at the wholesale discount rates set forth in Table 3 in the body of this Order. Sprint shall translate these percentage discounts into fixed dollar discount amounts based on the rates in effect at the time this Order is issued. The fixed dollar discount amounts shall be included in the agreement to be filed with this Commission. It is further

ORDERED that Sprint shall be permitted, to the extent discussed in the body of this Order, to place limitations on the collocation of MCI equipment in Sprint's central offices. It is further

ORDERED that Sprint shall be permitted to charge MCI, for any special work associated with making engineering records available for inspection, the loaded labor rate of the person preparing the documents for MCI's review. It is further

ORDERED that Sprint shall provide this Commission with TSLRIC studies for its unbundled loop, loop distribution, local switching, transport, signaling network elements, operator systems, and end office switches for which it did not provide cost data, as provided in the body of this Order, no later than 60 days from the issuance of this Order. It is further

ORDERED that the parties shall submit a written agreement memorializing and implementing our decision in this proceeding within 30 days of the date this Order is issued as set forth in the body of this Order. If the parties cannot agree to the language of the agreement, each party shall submit its version, and the Commission will decide on the language that best incorporates the substance of this arbitration decision. It is further

ORDERED that this docket shall remain open.

By ORDER of the Florida Public Service Commission, this 14th day of March, 1997.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

by: _____
Chief, Bureau of Records

(S E A L)
WCK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

ATTACHMENT A
PAGE 1 OF 10

STIPULATION AND AGREEMENT

This Stipulation and Agreement (Stipulation) is entered into this ____ day of December, 1996, by and among MCI Telecommunications Corporation and MCImetro Access Transmission Services, Inc. (collectively, MCI) and United Telephone Company of Florida and Central Telephone Company of Florida (collectively, Sprint).

WHEREAS, MCI and Sprint have been engaged in negotiations under the Telecommunications Act of 1996 (Act) since May, 1996, regarding the prices, terms and conditions of a comprehensive agreement to govern local interconnection, purchase of unbundled network elements, resale of telecommunications services, and other related matters; and

WHEREAS, on October 11, 1996, MCI filed a petition with the Florida Public Service Commission (FPSC) for arbitration, pursuant to Section 252 of the Act, of unresolved issues between the parties, which petition was assigned Docket No. 961230-TP and set for hearing on December 18-19, 1996; and

WHEREAS, in accordance with FPSC procedures, MCI and Sprint identified a list of the major issues to be arbitrated (Issues), a copy of which is attached to this Stipulation as Exhibit A; and

WHEREAS, on December 2, 1996, the FPSC made its decisions on a number of issues in arbitration proceedings between MCI and BellSouth Telecommunications, Inc. in Docket No. 960847-TP and between MCI and General Telephone Company of Florida in Docket No. 960980-TP which are similar or identical to the Issues identified for resolution in Docket No. 961230-TP; and

WHEREAS, the FPSC will reduce these decisions to writing in final orders to be issued in Docket No. 960847-TP (BST Order) and in Docket No. 960980-TP (GTE Order), respectively; and

WHEREAS, in order to minimize the time and expense of further litigation, the parties are willing to accept the decisions of the FPSC contained in the BST Order and/or the GTE Order (as such decisions may be modified by any subsequent appellate ruling), on a number of issues as a resolution of Issues in Docket No. 961230-TP between MCI and Sprint, subject to the conditions and limitations set forth below; and

WHEREAS, based on the current status of negotiations and the procedures established by the FPSC in Docket Nos. 960847-TP and 960980-TP for the post-decision submission for approval of arbitrated agreements or competing proposals for agreements, MCI and Sprint have identified a number of additional Issues which they no longer wish to have the FPSC resolve in the Order to be

issued as a result of the December 18-19, 1996 hearings, subject to the conditions and limitations set forth below.

NOW THEREFORE, MCI and Sprint, in consideration of the mutual promises made herein, agree as follows:

1. Resolved by BST and/or GTE Orders. As detailed in subparagraphs (a) to (i), MCI and Sprint agree to accept the decisions of the FPSC set forth in the BST Order and/or the GTE Order on the following Issues as though those decisions were rendered by the FPSC in Docket No. 961230-TP and set forth in full in the final order in that docket. In the event that any party to Docket Nos. 960847-TP or 960980-TP seeks judicial review of any of these decisions, MCI and Sprint agree to be bound by the FPSC's decisions in the BST Order and/or the GTE Order during the pendency of any such review. If any such decisions are modified by a subsequent order of the FPSC or a revieving court, and such subsequent order has become final and nonappealable, MCI and Sprint at that time will become bound by the decisions as modified in that final, nonappealable order. In the event the final decision is modified in the BST Order or the GTE Order, but not both, MCI and Sprint will attempt to agree on which version shall control and, failing agreement, shall submit the matter to the FPSC for resolution. No evidence will be presented on these Issues during the December 18-19, 1996 hearings. The resolution of these Issues will be treated for all purposes as if that resolution resulted from an arbitrated decision by the FPSC.

(a) The BST Order and the GTE Order shall govern the resolution of Issues 3a, 4, 10, 11, 12, 14, 17, 18, 20, 22, 25, 26, 27, 28, and 29.

(b) The BST Order shall govern the resolution of Issues 5 and 11b.

(c) The GTE Order shall govern the resolution of Issue 6.

(d) The GTE Order shall govern the resolution of Issue 1. MCI and Sprint agree that, with respect to mid-span meets for local interconnection facilities, Sprint will build facilities to its service boundary, or half the distance to MCI's switch, whichever is less.

(e) The BST Order and the GTE Order shall govern the resolution of Issues 7 and 8, except that scope of Sprint's obligation (if any) to resell voice mail service and inside wire maintenance service shall be resolved as set forth in Paragraph 3 of this Stipulation in the event Sprint's Motion to Dismiss is not granted. Sprint agrees that in connection with resale

services, MCI can store in Sprint's LIDB the same line number and PIN previously used by the customer for calling card service.

(f) The BST Order and the GTE Order shall govern the resolution of Issue 13, except that Sprint shall have until February 1, 1997 to take the actions that BellSouth and GTEFL are required to take by January 1, 1997.

(g) The BST Order and the GTE Order shall govern the resolution of Issue 15, except that Sprint shall implement CABS-formatted billing in early third quarter 1997, but no later than the end of third quarter 1997.

(h) The BST Order and the GTE Order shall govern the resolution of Issue 21, except that the scope of Sprint's obligation (if any) to allow collocation of remote digital line units shall be resolved as set forth in Paragraph 3 of this Stipulation.

(i) The BST Order and the GTE Order shall govern the resolution of Issue 23, except that the compensation (if any) to be paid to Sprint for access to engineering and related information shall be resolved as set forth in Paragraph 3 of this Stipulation.

2. To Be Resolved by Negotiation or Submission of Competing Agreements. MCI and Sprint will continue to negotiate Issues 3d, 16, and 19. If the parties are able to resolve these Issues prior to the deadline to submit either a final arbitrated agreement or competing proposed final agreements to the FPSC for approval (i.e. 30 days after the entry of the FPSC's final order on the arbitrated issues), each party will include a proposed resolution of the Issue in its proposed final agreement. These issues will not be submitted to the FPSC for resolution in the order to be issued as a result of the December 18-19, 1996 hearings. Nevertheless, all prefiled testimony and exhibits relating to these issues will be stipulated into the record of those hearings to provide a record basis for the FPSC, if required, to choose one of the parties' competing proposed final agreements.

3. To Be Resolved by Negotiation or Arbitration. MCI and Sprint will continue to negotiate the following Issues or sub-Issues. To the extent the parties are unable to resolve these Issues or sub-Issues prior to the start of the December 18-19, 1996 hearings, they will be arbitrated by the FPSC.

(a) The part of Issues 7 and 8 relating to the scope of Sprint's obligation (if any) to resell voice mail service and inside wire maintenance service.

(b) The part of Issue 21 relating to the scope of Sprint's obligation (if any) to allow collocation of remote digital line units.

(c) The part of Issue 23 relating to the compensation (if any) to be paid to Sprint for access to engineering and related information.

4. To Be Resolved by Arbitration. At this time, the following Issues remain to be arbitrated by the FPSC. Nothing shall preclude the parties from subsequently negotiating a resolution of these issues.

(a) Issues 2, 3b, 3c and 9 remain to be arbitrated in their entirety.

5. Withdrawn From Arbitration. MCI withdraws Issue 24 from arbitration.

6. Approval By Commission. MCI and Sprint will file this Stipulation in Docket No. 961230-TP for approval by the FPSC no later than the start of the December 18-19, 1996 hearings. The parties will request that this Stipulation be attached to, and incorporated by reference in, the final order issued by the FPSC in this docket.

7. Scope of Agreement. This Stipulation is entered into to limit the issues to be heard at the December 18-19, 1996 hearings in Docket No. 961230-TP, and it is not intended to be an agreement pursuant to Section 252 of the Act. It is an agreement that the resolution of various Issues set forth in Paragraph 1 will be included in the final agreement (or the competing proposed final agreements) submitted to the FPSC for approval under Section 252 of the Act at the conclusion of the arbitration proceeding. For ease of reference, a summary of the manner in which the Issues are dealt with by this Stipulation is physically attached hereto as Attachment 1. This attachment is included for informational purposes only and is not a part of the Stipulation.

8. Modification. This Stipulation can be modified only by a subsequent written agreement, including the final agreement submitted to the FPSC for approval under Section 252 of the Act at the conclusion of the arbitration proceeding (Final Agreement). The provisions of Paragraph 1 of this Stipulation will survive the execution of the Final Agreement, except to the extent the Final Agreement specifically states that all or identified portions of Paragraph 1 are superceded by such Final Agreement.

9. Governing Law. This Stipulation will be governed by

EXECUTED this 11th day of December, 1996.

for MCI Telecommunications Corporation and MCIMetro Access Transmission Services, Inc.

for United Telephone Company of Florida and Central Telephone Company of Florida

EXHIBIT A
TO STIPULATION AND AGREEMENT

1. At what points should MCI be permitted to interconnect with Sprint and what are the appropriate trunking arrangements between MCI and Sprint for local interconnection?

2. What should be the compensation mechanism for the exchange of local traffic between MCI and Sprint?

3a. Are the following items [list omitted] considered to be network elements, capabilities or functions? If so, is it technically feasible for Sprint to provide MCI with these elements?

3b. What is the appropriate cost methodology for setting the price of each of the items considered to be network elements, capabilities, or functions?

3c. What should be the price of each of the items considered to be network elements, capabilities, or functions?

3d. What should be the process for identifying and requesting additional unbundled network elements?

4. What intrastate access charges, if any, should be collected on a transitional basis from carriers who purchase Sprint's unbundled local switching element? How long should any transitional period last?

5. Do the provisions of Sections 251 and 252 apply to access to dark fiber? If so, what are the appropriate rates, terms, and conditions?

6. Should MCI be allowed to combine unbundled network elements in any manner it chooses, including recreating existing Sprint services?

7. What services provided by Sprint, if any, should be excluded from resale?

8. Should Sprint be prohibited from imposing restrictions on the resale of Sprint services?

9. What is the appropriate methodology to determine the avoided cost amounts to be applied to Sprint's retail rates when MCI purchases such services for resale?

10. Should Sprint be required to provide notice to its wholesale customers of changes to Sprint's services? If so, in what manner and in what timeframe?

11. When MCI resells Sprint's services, is it technically feasible or otherwise appropriate for Sprint to brand operator services and directory services calls that are initiated from those resold services?

11b. When Sprint's employees or agents interact with MCI's customers with respect to a service provided by Sprint on behalf of MCI, what type of branding requirements are technically feasible or otherwise appropriate?

12. When MCI resells Sprint's local exchange service, or purchases unbundled local switching, is it technically feasible or otherwise appropriate to 1) route 0+ and 0- calls to an operator other than Sprint's, 2) to route 411 and 555-1212 directory assistance calls to an operator other than Sprint's, or 3) to route 611 repair calls to a repair center other than Sprint's?

13. Should Sprint be required to provide real-time and interactive access via electronic interfaces as requested by MCI to perform the following [list omitted]:

If the process requires the development of additional capabilities, in what time frame should they be deployed? What are the costs involved, and how should these costs be recovered?

14. What type of customer authorization is required for access to customer account information and transfer of existing services?

15. What billing data format should be used to render bills to MCI for services and elements purchased from Sprint?

16. Where MCI resells a Sprint service, should Sprint be required to provide MCI with the billing information necessary for MCI to bill its customers for collect and third-party calls?

17. What are the appropriate rates, terms and conditions, if any, for rating information services traffic between MCI and Sprint?

18. Should Sprint be required to allow MCI to have an appearance (e.g. logo or name) on the cover of the white and yellow page directories?

19. What are the appropriate arrangements to provide MCI with nondiscriminatory access to white and yellow page directory listings?

20. What should be the cost recovery mechanism for remote call forwarding (RCF) used to provide interim local number portability in light of the FCC's recent order?

21. Should Sprint be prohibited from placing any limitations on the interconnection between two carriers collocated on Sprint's premises, or on the types of equipment that can be collocated, and or on the types of users and availability of the collocated space?

22. What are the appropriate rates, terms and conditions for collocation (both physical and virtual)?

23. What capacity, engineering and related information should be provided by Sprint regarding its poles, ducts, conduits, and rights-of-way? What compensation, if any, is appropriate?

24. What are the appropriate rates, terms and conditions related to termination of 611 traffic?

25. What are the appropriate general contractual terms and conditions that should govern the arbitration agreement (e.g. resolution of disputes, performance requirements, and treatment of confidential information)?

26. What are the appropriate contractual provisions for liability and indemnification for failure to meet the requirements contained in the arbitrated agreement?

27. What are the appropriate standards, if any, for performance metrics, service restoration, and quality assurance related to services provided by Sprint for resale and for network elements provided to MCI by Sprint? How should compliance with such standards be monitored and enforced?

28. Should the agreement be approved pursuant to the Telecommunications Act of 1996?

29. What are the appropriate post-hearing procedures for submission and approval of the final arbitrated agreement?

ATTACHMENT 1
(for informational purposes only -- not part of stipulation)

ISSUE	RESOLUTION
1	Per GTE Order. MCI and Sprint agree that Sprint will construct interconnection facilities to its service boundary, or half the way to MCI's switch, whichever is less.
2	Arbitrate
3a	Per BST/GTE Orders
3b	Arbitrate
3c	Arbitrate
3d	Negotiate and/or Submit Competing Agreements
4	Per BST/GTE Orders
5	Per BST Order
6	Per GTE Order
7	Per BST/GTE Orders. Sprint agrees to allow MCI to store current line number and PIN in Sprint's LIDB. Negotiate or Arbitrate voice mail and inside wire in the event Sprint's Motion to Dismiss is not granted.
8	Per BST/GTE Orders, except Negotiate or Arbitrate voice mail, inside wire, and calling card services
9	Arbitrate
10	Per BST/GTE Orders
11	Per BST/GTE Orders
11b	Per BST Order
12	Per BST/GTE Orders
13	Per BST/GTE Orders, except substitute 2/1/97 for 1/1/97
14	Per BST/GTE Orders
15	Per BST/GTE Orders, except CABS formatted billing by early 3Q 1997 but NLT end of 3Q 1997
16	Negotiate and/or submit competing agreements
17	Per BST/GTE Orders
18	Per BST/GTE Orders
19	Negotiate and/or submit competing agreements
20	Per BST/GTE Orders
21	Per BST/GTE Orders, except Negotiate or arbitrate collocation of remote digital line units

001565

ISSUE	RESOLUTION
23	Per BST/GTE Orders, except Negotiate or arbitrate compensation for access to engineering records
24	Dropped
25	Per BST/GTE Orders
26	Per BST/GTE Orders
27	Per BST/GTE Orders
28	Per BST/GTE Orders
29	Per BST/GTE Orders

ATTACHMENT B

RECURRING RATES

NETWORK ELEMENT	MCI - PROPOSED RATES		SPRINT - PROPOSED RATES		STAFF
NID					
	0-5 lines/sq.mi.	$0.56	1 line - $.91		$0.79
	5-20000	0.56	2 line - $1.09		0.95
	200-650	0.53	Smart Jack - $14.17		12.37
	650-850	0.58	HDSLRT - $28.44		24.82
	850-2550	0.54			
	> 2550	0.44			
	Average	$0.52			
TOTAL LOOP					
			2-WIRE		
	0-5 lines/sq.mi.	$71.38	Band 8	$78.51	
	5-20000	25.35	Band 7	54.78	
	200-650	12.86	Band 6	41.63	
	650-850	10.72	Band 5	33.58	
	850-2550	9.77	Band 4	27.67	
	> 2550	8.79	Band 3	22.18	
	Average	$13.85	Band 2	17.07	
			Band 1	10.16	
			Average	$28.40	$15.00*

NETWORK ELEMENT	MCI - PROPOSED RATES	SPRINT - PROPOSED RATES			STAFF
LOCAL SWITCHING					
Port, per line	$1.05	Band 1	$5.82		(2) $5.82*
		Band 2	7.72		(2) 7.72*
		Band 3	8.99		(2) 8.99*
		Band 4	10.08		(2) 10.08*
		Band 5	11.66		(2) 11.66*
		Band 6	13.83		(2) 13.83*
Usage, per MOU	$0.0023	None proposed at this time			
SIGNALING NETWORK ELEMENTS					
			Fixed	Per Mile	
Link	$27.57	56kbps(1)	$82.00	$4.80	*Use Sprint
		1.544mbps(1)	93.00	20.00	rates as
		Multiplexing(1)	$318.00/mo	$142.00 NRC	interim.
Signal Transfer Pts.	$0.00018, per msg.	STP Port STP Switching	$498.97/MO. 1.08/DS-0 equivalent		*Use Sprint rates as interim.
Service Control Pts.	$0.00119, per msg.	None proposed			$.00119*
LIDB Administration Serv.	None	$.056 per Access Line			$0.0489
LIDB Access Service	None	$.0166 per Query Transport (1) $.0366 per Database Query (1)			$0.0166* $0.0366*
Toll Free Code Access(1)		Access service database, per query (1) $0.08498 DB optional service features, per query (1) $0.001419			$0.08498* $0.001419*

NETWORK ELEMENT	MCI - PROPOSED RATES	SPRINT - PROPOSED RATES			STAFF
TRANSPORT					
Dedicated Transport			Fixed(1)	Per Mile(1)	
	$3.76, per DSO equivalent	VG	$60.00	$2.40	*Use Sprint
		DS-1, Zone 1	79.00	17.00	rates as
		DS-1, Zone 2	93.00	20.00	interim.
		DS-1, Zone 3	98.00	21.00	
		DS-3, Zone 1	$468.00	$168.00	*Use Sprint
		DS-3, Zone 2	550.00	198.00	rates as
		DS-3, Zone 3	578.00	208.00	interim.
TandemTransport					
			Fixed(1)	Per Mile(1)	
Common, per MOU, per LEG	$0.00063	Zone 1, per mou	$0.000247	$0.000056	$.000255, per MOU*
		Zone 2	0.00029	0.000066	
		Zone 3	0.000305	0.000069	
Switching, per MOU	$0.0025		$0.00315		$0.00275

NETWORK ELEMENT	MCI - PROPOSED RATES	SPRINT - PROPOSED RATES	STAFF
OPERATOR SYSTEMS			
	DA Service 911 Service $2,347,959/yrs.	Directory Assistance Services Listing/update service, per list $0.055 Query service, per call $0.0246	 $0.048 $0.0215*
		Toll & Local Operator Services Per call $0.446	 $0.389*
		Directory Assistance Operator Services Per call $0.389	 $0.339*
		911 Tandem Port and Lines Service Per DS-0 equivalent (port) $19.50 Trunk Interstate Rates	 $17.02 *Use Sprint rates as interim.
CROSS CONNECTS			
DS-0	None	$0.97	$0.84
DS-1	Proposed	3.02	2.64
DS-3		26.62	23.23

Sources: MRH-6; RGF-3; DJW-3
(1) Current interstate rates
(2) Staff recommended rate include switching features
* Indicates interim rates

EXIBIT C

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by MCI Telecommunications Corporation for arbitration with United Telephone Company of Florida and Central Telephone Company of Florida concerning interconnection rates, terms, and conditions, pursuant to the Federal Telecommunications Act of 1996.	DOCKET NO. 961230-TP ORDER NO. PSC-97-0565-FOF-TP ISSUED: May 20, 1997

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
SUSAN F. CLARK
J. TERRY DEASON
JOE GARCIA
DIANE K. KIESLING

ORDER APPROVING ARBITRATED AGREEMENT

BY THE COMMISSION:

On October 11, 1996, MCI Telecommunications Corporation (MCI) filed a Petition with this Commission for Arbitration of its agreement with United Telephone Company of Florida (Sprint) concerning interconnection rates, terms, and conditions, pursuant to 47 U.S.C. Section 252 of the Telecommunications Act of 1996. Section 252(b)(1) of the Telecommunications Act of 1996, states:

> During the period from the 135th to 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues.

MCI, individually and on behalf of its affiliates, formally requested negotiations with Sprint under Section 252 of the Act. A Stipulated Agreement was entered into by the companies on December 11, 1996, in an effort to resolve certain issues. The Stipulation was presented to the Commission as a preliminary issue

at the evidentiary hearing on December 18, 1996, and was approved in Order No. PSC-97-0294-FOF-TP. In that Order the Commission directed the parties to file an agreement within 90 days of its issuance, and Sprint filed a motion on March 31, 1997, requesting a stay of this portion of the Order. Sprint's motion also included a request for reconsideration/clarification of the Order.

Sprint and MCI filed a joint interconnection agreement with the Commission on April 14, 1997, pursuant to the Order, thus rendering Sprint's motion for a stay of the Order moot. The agreement addressed all issues except the ones submitted for reconsideration or clarification in Sprint's motion. These issues will be addressed by the Commission in a later proceeding.

Under Section 252(e)(2)(B) of the Act, the Commission can only reject an arbitrated agreement if it finds that the agreement does not meet the requirements of Section 251 or the standards set forth in subsection (d) of Section 252 of the Act. Our review of the agreement indicates that it conforms to the requirements of Section 251 and 252 of the Act, and with the FCC rules and Order. Any further modifications to the agreement, except those stated in the motion for reconsideration/clarification must be filed separately with the Commission.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the joint interconnection agreement filed by Sprint and MCI is approved as outlined in the body of this Order. It is further

ORDERED that United Telephone Company of Florida's (Sprint) motion for a stay of the portion of the Order which addressed the thirty-day filing requirement is moot. It is further

ORDERED that this docket shall remain open pending resolution of Sprint's Motion for reconsideration/clarification and the Commission's review of cost studies to be filed by Sprint pursuant to the Order.

BY ORDER of the Florida Public Service Commission this 20th, day of May, 1997.

/s/ Blanca S. Bayó

BLANCA S. BAYO, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-904-413-6770.

(S E A L)

MES

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900 (a), Florida Rules of Appellate Procedure.