Sprint

Susan S. Masterton
Attorney

External Affairs
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December 14, 1998

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

981861-TP

Re: Petition of Sprint-Florida, Incorporated for Approval of a Interconnection and Resale Agreement with Ernest Communications, Inc.

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies of Sprint-Florida, Inc.'s Petition for approval of Interconnection and Resale Agreement with Ernest Communications, Inc.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

SSM/th

Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Interconnection and Resale Agreement Between Sprint-Florida, Incorporated and Ernest Communications, Inc.	)	Docket No.
	)	Filed: December 14, 1998

PETITION OF SPRINT-FLORIDA, INCORPORATED FOR APPROVAL OF INTERCONNECTION AND RESALE AGREEMENT WITH ERNEST COMMUNICATIONS, INC.

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of an Interconnection and Resale Agreement which Sprint-Florida has entered with Ernest Communications, Inc.. In support of this Petition, Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities" with alternative local exchange carriers. Section 364.162, Florida Statutes (1996).

2. The Telecommunications Act of 1996, requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).

3. In accordance with the above provisions, Sprint-Florida has entered an Agreement with Ernest Communications, Inc., which is or will be a carrier certificated as an alternative local exchange carrier as that term is defined in Section 364.02(1), Florida Statutes (1996). This Agreement was executed on November 30, 1998, and is attached hereto as Attachment A.

4. Under the Federal Act, an agreement can be rejected by the State commission only if the commission finds that the agreement or any portion thereof discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C. §252(e)(2).

5. The Agreement with Ernest Communications, Inc. does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Agreement is also consistent with the public interest, convenience and necessity. As such, Sprint-Florida seeks approval of the Agreement from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Interconnection and Resale agreement between Sprint-Florida and Ernest Communications, Inc.

Respectfully submitted this 14th day of December, 1998.

Sprint-Florida, Incorporated

Susan S. Masterton
General Attorney
Sprint-Florida, Incorporated
Post Office Box 2214
MS: FLTLHO0107
Tallahassee, Florida 32316
850/ 599-1560

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Interconnection and Resale Agreement Between Sprint-Florida, Incorporated and Ernest Communications, Inc.	)	Docket No.
	)	Filed: December 14, 1998

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Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Interconnection and Resale agreement between Sprint-Florida and Ernest Communications, Inc.

Respectfully submitted this 14th day of December, 1998.

Sprint-Florida, Incorporated

Susan S. Masterton
General Attorney
Sprint-Florida, Incorporated
Post Office Box 2214
MS: FLTLHO0107
Tallahassee, Florida 32316
850/ 599-1560

MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT

November 30, 1998

Ernest Communications, Inc.

and

Sprint-Florida, Incorporated

MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT

This Master Network Interconnection And Resale Agreement ("Agreement") between Ernest Communications, Inc. ("Customer") and Sprint-Florida, Incorporated (hereinafter referred to as "Company") hereinafter collectively, "the Parties", is entered into and effective this 30th day of November, 1998, for the State of Florida.

NOW, THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the MCImetro Access Transmission Services, Inc. Interconnection Agreement 1997 for the State of Florida entered into by and between the Company and MCImetro Access Transmission Services, Inc. dated on the 16th of April, 1997 and filed with the Florida Public Service Commission on the 16th day of April, 1997, as amended by stipulation of the parties filed with the Florida Public Service Commission on May 13, 1998 and approved on June 24, 1998 (hereinafter the "MCIm Agreement"), amended as follows:

Ernest Communications, Inc. is hereby substituted in the MCIm Agreement for MCIm or Customer, and Sprint is substituted for Company. This Agreement shall terminate on May 20, 2000 which corresponds with the termination date of the MCIm Agreement. In all other respects the MCIm Agreement shall remain unchanged.

The Parties are aware that the MCIm Agreement is subject to litigation in MCI Telecommunications Corporation v. Sprint-Florida, Inc. et. al., U.S. District Court for the Northern District of Florida, Civil Action No. 497CV231MP. If any provisions of the MCIm Agreement are modified or made inoperative or void by the decision of the court in this litigation, the Parties agree to be bound by the court decision for the affected provisions. In the event MCIm and Sprint reach a settlement of any issues that are the subject of this litigation that modifies or renders inoperative or void any provisions of the MCIm Agreement, the Parties agree to act promptly and in good faith to renegotiate the affected provisions or to submit such issues to the Florida Public Service Commission for resolution if the parties cannot agree.

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 and the rules and regulations promulgated thereunder by the FCC and the Florida Public Service Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. The Parties acknowledge that there is pending litigation as to the requirements of Section 252(i) of the Act. Each party specifically reserves any right it may have under section 252(i), including but not limited to the right to address or contest the application of section 252(i) to this Agreement or to any other agreement in proceedings before the Florida Public Service Commission, the Federal Communications Commission or any court of competent jurisdiction.

For the purposes of any notices given by one Party to the other Party under this Agreement, such notice(s) shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To Ernest Communications, Inc.:

Ernest Communications, Inc.
Attn: President
6475 Jimmy Carter Blvd.
Suite 300
Norcross, GA 30071

With a Copy to:

Kelley, Drye & Warren LLP
Attn: Edward A. Yorkgitis, Jr.
1200 19th Street, N.W.
Suite 500
Washington, D.C. 20036

To Sprint:

Field Service Manager
Sprint-Florida, Incorporated
555 Lake Border Drive
Mailstop FLAPKA0202
Apopka, Florida 32703

or to such address as either Party shall designate by proper notice.

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

Sprint – Florida, Incorporated

By: Jessica Beling

Name: Jessica Beling

Title: Regional Director – Carrier Market

Date: 12/9/98

Ernest Communications, Inc.

By: Jeffrey D. Smack

Name: Jeffrey D. Smack

Title: Secretary

Date: 11.30.98

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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

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Ernest Communications, Inc.
Attn: President
6475 Jimmy Carter Blvd.
Suite 300
Norcross, GA 30071

With a Copy to:

Kelley, Drye & Warren LLP
Attn: Edward A. Yorkgitis, Jr.
1200 19th Street, N.W.
Suite 500
Washington, D.C. 20036

To Sprint:

Field Service Manager
Sprint-Florida, Incorporated
555 Lake Border Drive
Mailstop FLAPKA0202
Apopka, Florida 32703

or to such address as either Party shall designate by proper notice.

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

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By: Jessica Beling

Name: Jessica Beling

Title: Regional Director – Carrier Market

Date: 12/9/98

Ernest Communications, Inc.

By: Jeffrey D. Smack

Name: Jeffrey D. Smack

Title: Secretary

Date: 11.30.98

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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

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.

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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

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 arise 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

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

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:
Attention: Director-Carrier Markets
Southern Financial Operations
MCI Telecommunications Corporation
2520 Northwinds Parkway, 5th Floor
Alpharetta., GA 30004

Copy to:
Attention: Commercial Counsel-Law and Public Policy
MCI Southern Financial Operations
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

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.

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.

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

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

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.

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

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.

(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;

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

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.

"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.

"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").

"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

TABLE OF CONTENTS

Attachment I
PRICE SCHEDULE

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.

MCImetro - Sprint Florida Agreement

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)			$39.75
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)			$37.36
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	

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NETWORK ELEMENT PRICE LIST - SPRINT FLORIDA
DOCKET # 961230 - TP
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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		
End Office Band 1		$0.002081	$119.76
End Office Band 2		$0.002963	$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

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Florida Agreement

Sprint - Florida
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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

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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

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Sprint - Florida Switching Interconnection Rates
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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

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Sprint - Florida Switching Interconnection Rates
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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

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Florida Agreement

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

MCImetro - Sprint
Florida Agreement

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

MCImetro - Sprint
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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	$10.06
BEVERLY HILLS, FL	4	$10.06
BOCA GRANDE, FL	4	$10.06
CAPE CORAL, FL	4	$10.06
CLEWISTON, FL	4	$10.06
CRESTVIEW, FL	4	$10.06
DADE CITY, FL	4	$10.06
DEFUNIAK SPRINGS, FL	4	$10.06
FOREST, FL	4	$10.06
FORT MEADE, FL	4	$10.06
HOMOSASSA SPRINGS, FL	4	$10.06
LEHIGH ACRES, FL	4	$10.06
MOORE HAVEN, FL	4	$10.06
NORTH CAPE CORAL, FL	4	$10.06
NORTH FT. MYERS, FL	4	$10.06
OKEECHOBEE, FL	4	$10.06
PINE ISLAND, FL	4	$10.06
REEDY CREEK, FL	4	$10.06
SHADY ROAD, FL	4	$10.06
ST. CLOUD, FL	4	$10.06

MCImetro - Sprint
Florida Agreement

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

Exchange	Rate Band	Interim Rate
STARKE, FL	4	$10.06
WAUCHULA, FL	4	$10.06
WINDERMERE, FL	4	$10.06
ZOLFO SPRINGS, FL	4	$10.06
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

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Attachment II
LOCAL RESALE

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.

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;

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):

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.

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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;

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.

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

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.

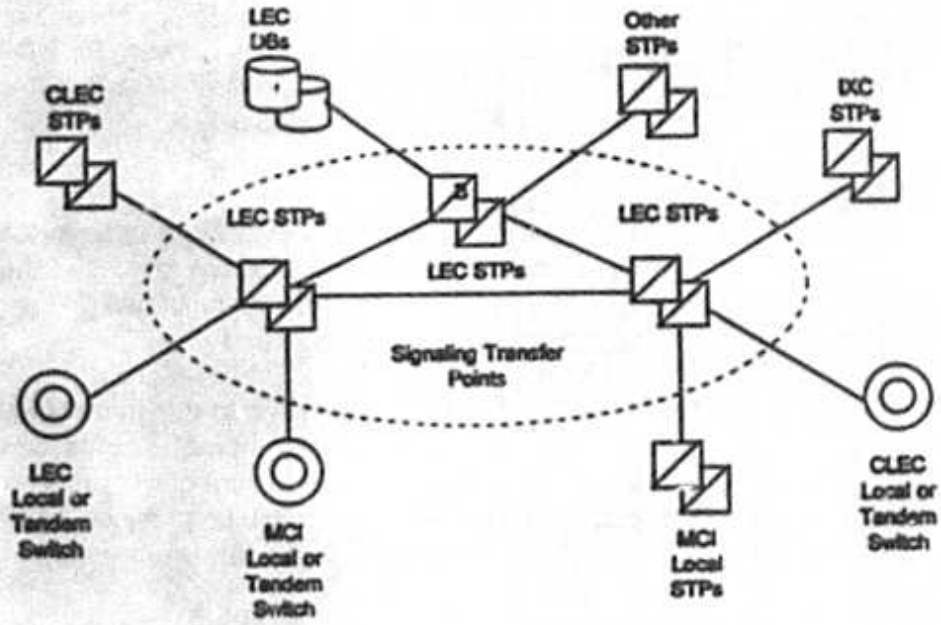

Figure 4

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.

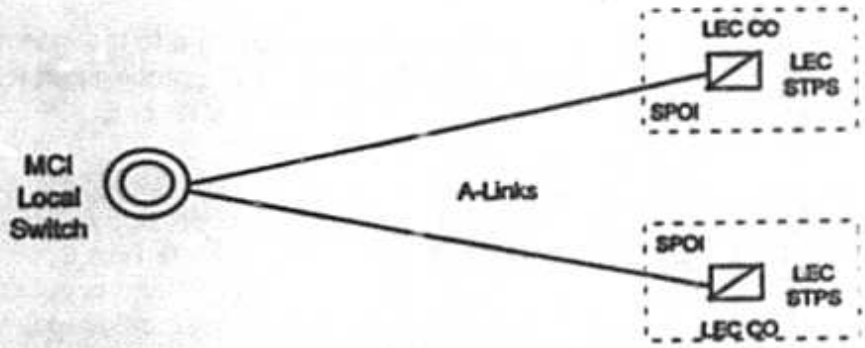

Figure 5. A-Link Interface

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

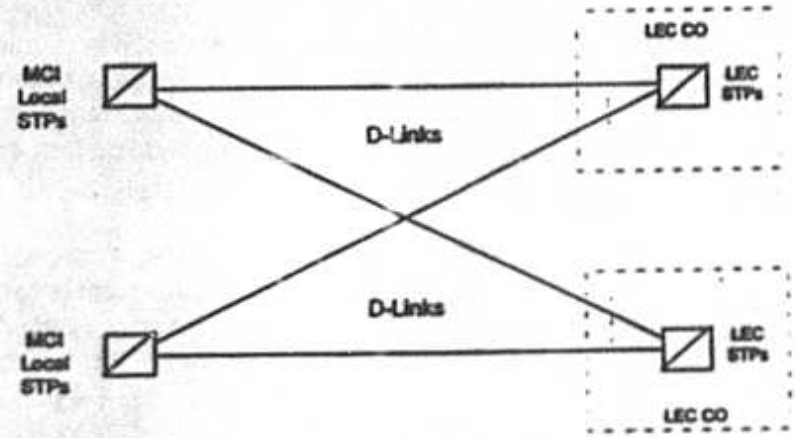

Figure 6. D-Link Interface

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-0/1XX 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, 6/1/90. 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 ≅ 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

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

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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.

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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.

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**

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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

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.

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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.

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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.

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);

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;

15.2.2.1.3 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.

15.1.2.8 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

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.

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

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.

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.

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.

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.

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);

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.

12.2.7 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:

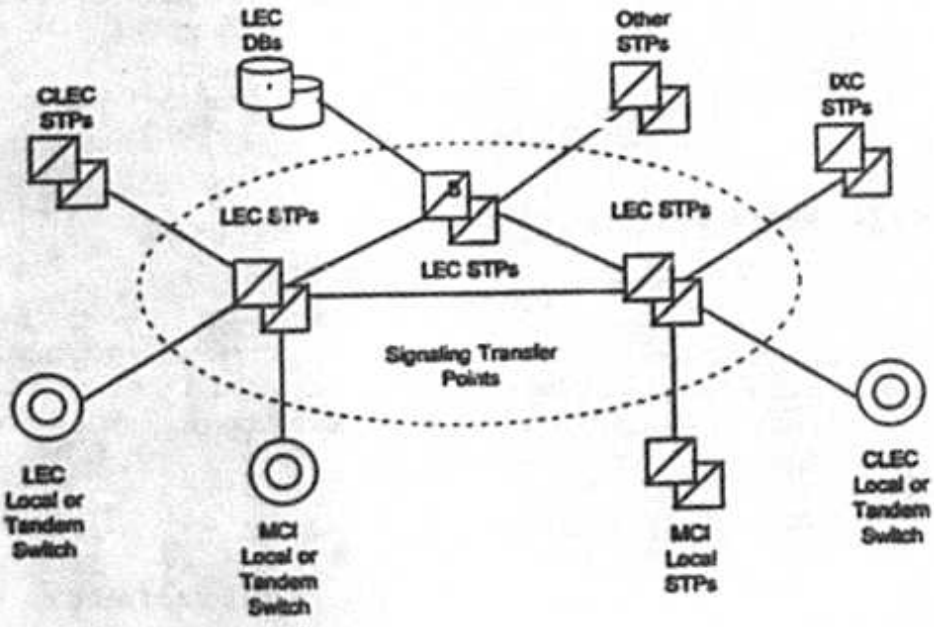

Figure 4

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

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

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;

10.6.7 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

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

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;

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;

10.1.2 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.

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

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.

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.

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,

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.

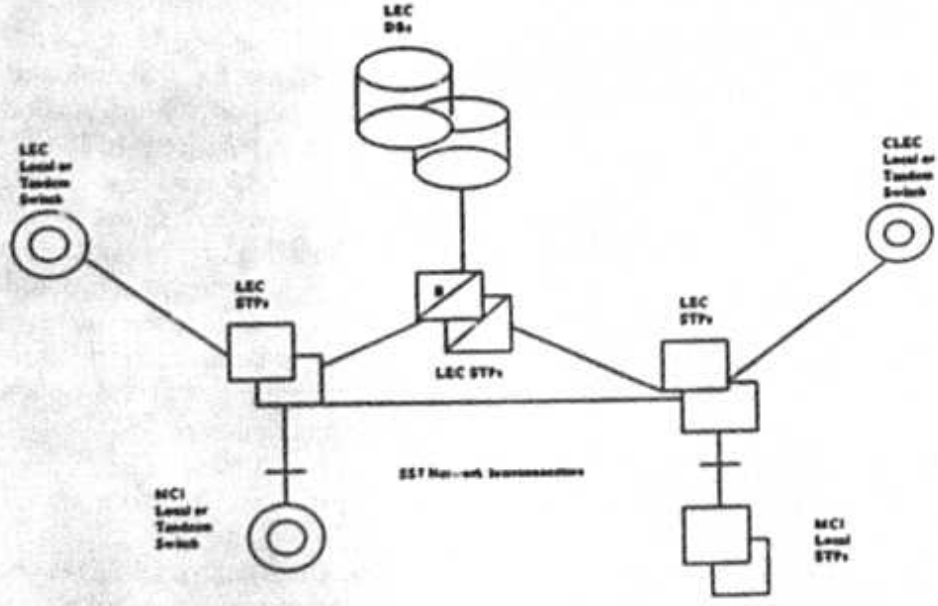

Figure 7. SS7 Network Interconnection

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:

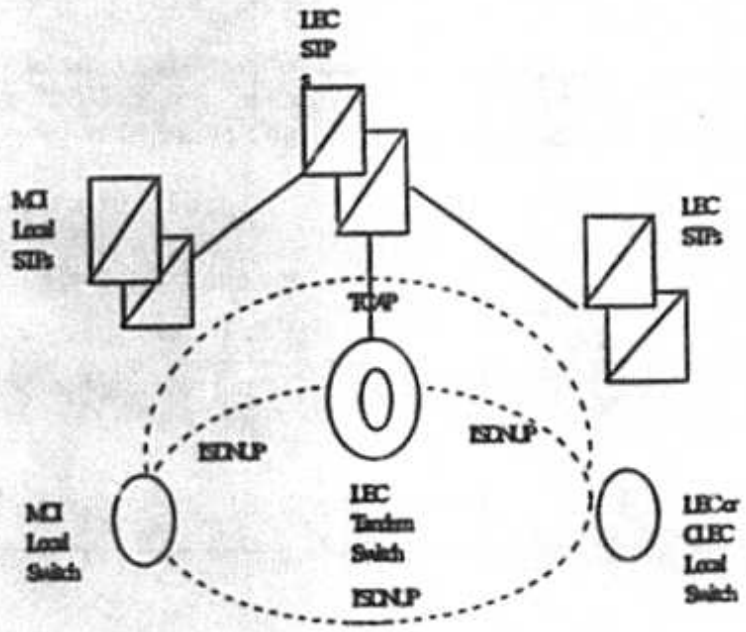

Figure 8. Interswitch TCAP Signaling for SS7 Network Interconnection

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.

15.5.3 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.

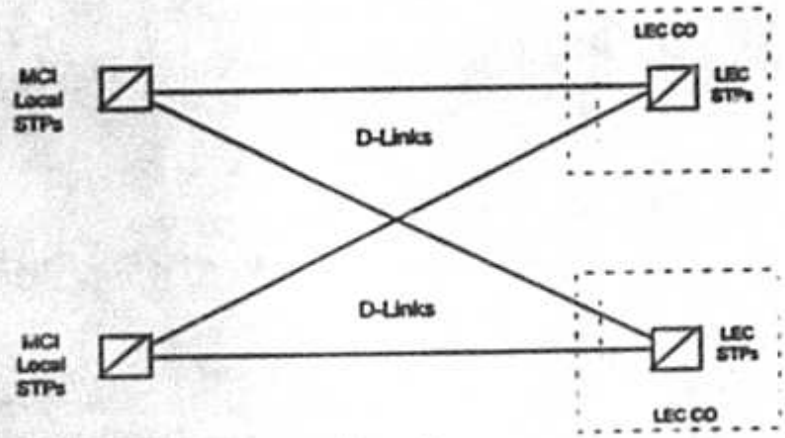

Figure 9. D-LINK Interface

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

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");

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.

15.6.1.10.3 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

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Attachment IV
INTERCONNECTION

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:

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

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.

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

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;

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Attachment V
COLLOCATION

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

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.

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

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.

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

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:

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.

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

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.

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.

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

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

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

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

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.

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

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.

2.6 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

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.

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

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

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

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

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.

2.2.6.3 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

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

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.

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

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.

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

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.

3.1.18.3.1 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

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

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

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,

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.

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

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.

4.1.5.12.1.6 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.

4.2.4.3 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,

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.

4.3 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

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

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.

5.2.3.1 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.

5.4.1.4 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.

6.2.1.5.2 For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS data base. Through this process, Sprint shall provide and validate MCIm subscriber information resident or entered into the ALI/DMS database.

6.2.1.6 Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at MCIm's discretion, directly to MCIm Operator Services.

6.2.1.7 Basic 911 and E911 access from the MCIm local Switch shall be provided to MCIm in accordance with the following:

6.2.1.7.1 If required by MCIm, Sprint shall interconnect direct trunks from the MCIm network to the E911 PSAP, or the E911 tandems as designated by MCIm. Such trunks may alternatively be provided by MCIm.

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

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

6.2.1.7.2.2 The Host ILEC shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E911 routing data base.

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

6.2.1.11.1 The ALI database shall be managed by Sprint, but is the property of Sprint and any participating telephone company and ILEC for those records provided by the company.

6.2.1.11.2 To the extent allowed by the governmental agency, and where available, copies of the MSAG shall be provided within three (3) business days from the time requested and provided on diskette, magnetic tape, or in a format suitable for use with desktop computers.

6.2.1.11.3 MCIm shall be solely responsible for providing MCIm data base records to Sprint for inclusion in Sprint's ALI database on a timely basis.

6.2.1.11.4 Sprint and MCIm shall arrange for the automated input and periodic updating of the E911 database information related to MCIm end users. Sprint shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). Sprint shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format.

6.2.1.11.5 MCIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIm end user ALI record information to Sprint or via a third party entity, charged with the responsibility of ALI record transfer. MCIm assumes all responsibility for the accuracy of the data that MCIm provides to Sprint.

6.2.1.11.6 MCIm shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from MCIm. If Sprint detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to Sprint. MCIm shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2)

up its network to route E911 callers to the correct selective router.

6.2.1.12.4 MCIm shall ensure that its Switch provides an eight (8) digit ANI consisting of an information digit and the seven (7) digit exchange code. MCIm shall also ensure that its Switch provides the line number of the calling station. Where applicable, MCIm shall send a ten (10) digit ANI to Sprint.

6.2.1.12.5 Each ALI discrepancy report shall be jointly researched by Sprint and MCIm. Corrective action shall be taken immediately by the responsible Party.

6.2.1.12.6 Where Sprint controls the 911 network, Sprint should provide MCIm with a detailed written description of, but not limited to, the following information:

6.2.1.12.6.1 Geographic boundaries of the government entities, PSAPs, and exchanges, as necessary.

6.2.1.12.6.2 LECs Rate Centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the public switched telephone network.

6.2.1.12.6.3 Technical specifications for network interface, technical specifications for database loading and maintenance.

6.2.1.12.7 Sprint shall identify special routing arrangements to complete overflow.

6.2.1.12.8 Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority ("TSP").

6.2.1.13.3 Sprint shall notify MCIm forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCIm 911 Service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 Service.

6.2.1.13.4 MCIm shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

6.2.1.13.5 MCIm may enter into subcontracts with third parties, including MCIm Affiliates, for the performance of any of MCIm's duties and obligations stated herein.

6.2.1.13.6 Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 Services, for the next twelve (12) months.

6.2.1.13.7 Sprint shall provide notification of any impacts to the 911 Services provided by Sprint to MCIm resulting from of any pending tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

6.2.1.13.8 Sprint shall identify the process for the handling of "reverse ALI" inquiries by public safety entities.

6.2.1.13.9 Sprint shall establish the process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

6.2.1.13.10 Sprint must provide the ability for MCIm to update the 911 data base with end user information for lines that have been ported via INP or NP.

6.2.2 Directory Assistance Service

6.2.2.1 Sprint shall provide for the routing of Directory Assistance calls (including, but not limited to, 411, 555-1212,

number of rings to answer, average work time, and disaster recovery options.

6.2.2.3.6 MCIm or its designated representatives may inspect any Sprint owned or subcontracted office, which provides Directory Assistance Services, upon five (5) business days notice to Sprint.

6.2.2.3.7 Directory Assistance Services provided by Sprint to MCIm subscribers shall be branded in accordance with Section 25 of Part A of this Agreement. In the event that Sprint uses automated attendants to perform Directory Assistance Services functions, MCIm shall have the option of providing its own branding materials.

6.2.2.3.8 Sprint shall provide the following minimum Directory Assistance capabilities to MCIm's subscribers:

6.2.2.3.8.1 Sprint shall provide to MCIm subscribers seeking Directory Assistance the same number of responses and detail of information that it provides its own subscribers.

6.2.2.3.8.2 Upon MCIm's request, call completion to the requested number for local and IntraLATA toll calls shall be sent to the network specified by MCIm where such call completion routing is Technically Feasible. If fulfillment of such routing request is not Technically Feasible, Sprint shall promptly notify MCIm if and when such routing becomes Technically Feasible. Rating and billing responsibility shall be agreed to by MCIm and Sprint.

6.2.2.3.8.3 Populate the Directory Assistance Database in the same manner and in the same time frame as for Sprint subscribers.

6.2.2.3.8.4 Any information provided by a Directory Assistance Automatic Response Unit ("ARU") shall be repeated the same number of

6.2.3.3.3.3 Sprint shall complete calls that are billed to a 0+ access calling card. The Parties shall mutually agree on the acceptable types of special billing.

6.2.3.3.3.4 Sprint shall complete person-to-person calls.

6.2.3.3.3.5 Sprint shall complete collect calls.

6.2.3.3.3.6 Sprint shall provide the capability for callers to bill to a third party and complete such calls.

6.2.3.3.3.7 Sprint shall complete station-to-station calls.

6.2.3.3.3.8 Sprint shall process emergency calls.

6.2.3.3.3.9 Sprint shall process busy line verify and emergency line interrupt requests.

6.2.3.3.3.10 To the extent not prohibited by law or regulation, Sprint shall process emergency call trace.

6.2.3.3.3.11 Sprint shall process operator-assisted Directory Assistance calls.

6.2.3.3.3.12 Sprint shall provide basic rate quotes and/or process time-and-charges requests, subject to Sprint's Operator Systems being capable to perform unique rating for MCIm, or Sprint shall route requests to a MCIm designated platform.

6.2.3.3.3.13 Sprint shall route 0- traffic directly to a "live" operator team.

6.2.3.3.3.14 When requested by MCIm, Sprint shall provide instant credit on Operator Services calls as provided to Sprint subscribers or shall inform MCIm subscribers to call an 800 number for MCIm subscriber

6.2.3.12 Sprint shall accept and process overflow 911 traffic routed from MCIm to the underlying platform used to provide Operator Services where such overflow is performed by Sprint for its subscribers.

6.2.3.13 Busy Line Verification and Emergency Line Interrupt

6.2.3.13.1 Sprint shall permit MCIm to connect its Local Operator Services to Sprint's Busy Line Verification and Emergency Line Interrupt ("BLV/ELI").

6.2.3.13.2 Sprint shall engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the busy hour. MCIm may, from time to time, provide its anticipated volume of BLV/ELI requests to Sprint. In those instances when the BLV/ELI systems and data bases become unavailable, Sprint shall promptly inform MCIm.

6.2.3.14 Where INP is deployed and when a BLV/BLI request for a ported number is directed to a Sprint operator and the query is not successful (*i.e.*, the request yields an abnormal result), the operator, where possible, shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

6.2.4 Directory Assistance and Listings Service Requests

6.2.4.1 These requirements pertain to Sprint's Directory Assistance and Listings service request process that enables MCIm to: (a) submit MCIm subscriber information for inclusion in Sprint Directory Assistance and Directory Listings Data Bases; (b) submit MCIm subscriber information for inclusion in published directories; and (c) provide MCIm subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.

6.2.4.1.1 Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF directory service request standards within three (3) months of final standard adoption. In the interim, Sprint shall create a standard format and order

process by which MCIm can place an order with a single point of contact within Sprint.

6.2.4.1.2 Sprint will provide to MCIm the following Directory Listing migration options, valid under all access methods, including but not limited to, resale, unbundled Network Elements and facilities-base:

6.2.4.1.2.1 Migrate with no changes: retain all white page listings for the subscriber in both Directory Assistance and Directory Listings. Transfer ownership and billing for white page listings to MCIm.

6.2.4.1.2.2 Migrate with additions: retain all white page listings for the subscriber in both Directory Assistance and Directory Listings. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to MCIm.

6.2.4.1.2.3 Migrate with deletions: retain all white page listings for the subscriber in both Directory Assistance and Directory Listings. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to MCIm.

6.2.4.1.3 To ensure accurate order processing, Sprint or its directory publisher shall provide to MCIm the following information, with updates promptly upon changes:

6.2.4.1.3.1 A matrix of NXX to Central Office;

6.2.4.1.3.2 Geographical maps if available of Sprint service area;

6.2.4.1.3.3 A description of calling areas covered by each directory including, but not limited to, maps of calling areas and matrices depicting calling privileges within and between calling areas;

6.2.4.1.3.4 Yellow page heading codes;

6.2.5 Directory Listings General Requirements

MCIm acknowledges that many directory functions including, but not limited to, yellow page listings, enhanced white page listings, information pages, directory proofing, and yellow pages directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. Sprint shall use reasonable efforts to assist MCIm in obtaining an agreement with the directory publisher that treats MCIm at Parity with the publisher's treatment of Sprint.

6.2.5.1 This Section 6.2.5 pertains to listings requirements published in the traditional white pages.

6.2.5.2 Sprint shall include in its master subscriber system data base all white pages listing information for MCIm subscribers in Sprint territories where MCIm is providing local telephone exchange services.

6.2.5.3 Sprint shall not sell or license, nor allow any third party, the use of MCIm subscriber listings without the prior written consent of MCIm. Upon consent, MCIm shall receive its pro rata share of any amounts paid by third parties to Sprint for such information. Sprint shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution.

6.2.5.4 MCIm subscriber listings shall be interfiled with listings of Sprint and other CLEC subscribers.

6.2.5.5 Each MCIm subscriber account number shall be provided, at no charge, the same white page basic listings that Sprint provides its subscribers.

6.2.5.6 Sprint does not publish yellow pages. All arrangements involving yellow page listings must be between MCIm and the yellow pages publisher.

6.2.5.7 State, local, and federal government listings shall be included in the appropriate section of the directory at charges in Parity with Sprint's own policies.

6.2.5.8 At least ten (10) days prior to the date on which updates to the directory are no longer allowed (the business

Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator-assisted Directory Assistance. MCIm may combine this element with any other Network Element for the provision of any Telecommunications Service.

6.2.6.2 Sprint shall provide an initial load of subscriber records via magnetic tape for Sprint and upon prior approval from such other parties, ILECs, CLECs and independent Local Exchange Companies, included in their Directory Assistance Database within sixty (60) days of the Effective Date of this Agreement. The NPAs included shall represent the entire Sprint operating region. The initial load shall reflect all data that is current as of one (one) business day prior to the provision date.

6.2.6.3 Sprint shall provide to MCIm a complete list of ILECs, CLECs, and independent Local Exchange companies that provided data to Sprint for its Directory Assistance Services Database.

6.2.6.4 All Directory Assistance data shall be provided in a mutually agreed format.

6.2.6.5 On a daily basis, Sprint shall provide updates (end user and mass) to the Directory Assistance Database via electronic data transfer. Updates shall be current as of one (1) business day prior to the date provided to MCIm.

6.2.6.6 Directory Assistance data shall specify whether the subscriber is a residential, business, or government subscriber, to the extent Sprint so marks its own Directory Assistance Database records with such indication. Additionally, data must include all levels of indentation and all levels of information specified in "Directory Assistance Data Information Exchanges and Interfaces" below, to the extent Sprint's data is so formatted.

6.2.6.7 Sprint shall provide complete refresh of the Directory Assistance data upon request by MCIm.

6.3.1.2.2 List of directory section names and their associated NPA-NXXs.

6.3.1.2.3 List of community names expected to be associated with each of the NPA-NXXs for which listing records shall be provided.

6.3.1.2.4 List of independent company names and their associated NPA-NXXs for which their listing data is a part of Sprint's directory data base, but Sprint is not to provide the listing data to MCIm under this request.

6.3.1.2.5 Listing volume totals by directory section, NPA, and state.

6.3.1.2.6 Average daily update volume by directory section, NPA, and state.

6.3.1.2.7 Identify any area wide or universal service numbers which may be listed. Identify the telephone number to be provided to callers outside the servicing area.

6.3.1.2.8 Identify any listing condition(s) unique to Sprint's serving area which may require special handling in data processing in the directory. Indented listings (captions) should be identified, delivered and handled as specified.

6.3.1.3 **Considerations Relating to an Indented Listing (Caption) Set Requirements**

6.3.1.3.1 Use of line numbers, or other methods, to ensure the integrity of the caption set and identify the sequence or placement of a listing record within the caption set. A sufficient range of numbers between listing records is required to allow for the expansion of the caption set. A method is also required to permit the caption header record to be identified, but each level of indent is not required to be recapped. Placement of the indent is based on line number. This method does require stringent edits to ensure the integrity of the caption set.

6.3.1.4.6 Identify information that shall enable MCIm to identify listings within an indented list (caption) set. For example:

6.3.1.4.6.1 When a particular listing has been designated to be filed as the first listing for a given level (0-7) of indent, usually out of alpha sequence; or

6.3.1.4.6.2 When an alternate call listing (*e.g.*, if no answer) relates to multiple preceding listings of the same level.

6.3.1.4.7 Identify any other pertinent information needed to properly process the data.

6.3.1.5 Listing Types

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

6.3.1.6 Listing Styles

LISTING STYLE	DESCRIPTION
STRAIGHT LINE	All listing information is formatted in a straight line. Data generally consists of name, address, community, and telephone number. Additional data may consist of dialing instructions or other general information relating to the listing.
INDENTED LISTING SET-CAPTION SET	Formatted with one (1) listing header record and multiple indented listing records. See detailed description below.

IDENTIFIER	C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service	
FILE PLACEMENT	B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, & Government (7)	Required: Maximum of 3 alpha characters
LISTING TYPE	L = Listed N = Non-Listed NP = Non-Published	Required: Maximum of 2 alpha characters
ADVANCE LISTING	AVL = Advance listing This is used when it is very close to the business office close date and the service is not actually established, but the subscriber needs to be in the directory. Once the service is established, a second order is placed without the indicator and the listing is established permanently and sent to Directory Assistance.	Optional: 3 alpha characters
LISTING STYLE	S = Straight line I = Indented listing set CH = Caption header CS = Caption sub-header An indented listing relates to either a caption or Straight Line Under ("SLU") set listing.	Required: 2 Alpha Characters
INDENT LEVEL	0 = Non-indented record 1 - 6 = Level of indented record	Required: 1 digit
ADDRESS	*E.g.*, 123, A-123, 123-1/2	Optional: Maximum of 20

NAME - FIRST WORD	Surname of a residence or business listing, or first word of a business or government listing Multi-word or hyphenated surnames should be treated as one word	Required for a zero (0) level record. Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a surname. Maximum of 50 alpha, numeric, alphanumeric, or special characters
NAME - SUBSEQUENT WORD(S)	Given name and/or initial(s) of a surname listing or additional word(s) for a business or government listing	Expected if the first word is the surname of a residence or business listing. maximum of 250 alpha, numeric, special, or alphanumeric characters.
LINEAL DESCENT	*E.g.*, SR, JR, III. If lineal descent data cannot be uniquely identified, it should be included with the listed name subsequent word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters
TITLE(s)	*E.g.*, MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the listed name subsequent word(s) data and placed at the end of the name data stream. If lineal descent is also in the listed name subsequent word(s) data field, title data should be placed following the lineal descent data.	Optional: Maximum of 20 alpha characters

6.4.2 Where technically available, Sprint shall install controls to: (i) disconnect a user for a pre-determined period of inactivity on authorized ports; (ii) to protect user Proprietary Information; and (iii) ensure both ongoing operational and update integrity.

6.4.3 Sprint shall provide network security: (i) ensuring that all systems and modem access are secured through security methods; and (ii) ensuring that access to or connection with a systems platform be established through mutually agreed networks or Gateways.

6.4.4 Sprint agrees to comply with industry accepted standards which in large measure reflect common practices and proven technology for protecting computer resources.

6.5 Law Enforcement Interface

6.5.1 Pursuant to valid legal authorization, Sprint shall provide seven (7) day a week/twenty-four (24) hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on subscriber invoked CLASS services, including, without limitation, call traces requested by MCIm.

ATTACHMENT IX

PERFORMANCE STANDARDS REPORTING AND REMEDIES

Section 1. General

1.1 Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards ("Performance Standards") that are specified in this Agreement or are required by law or regulation. In addition, Sprint's performance under this Agreement shall be provided to MCIm, at a minimum, at Parity with the performance that Sprint provides itself for like service(s).

1.2 Sprint and MCIm agree that generally remedies at law alone are inadequate to compensate MCIm for any failures to meet the Performance Standard requirements specified in this Agreement, or for failures to provide Recorded Usage Data in accordance with this Agreement. Therefore, MCIm shall have the right to seek injunctive relief and other equitable remedies to require Sprint: (i) to cause the service ordered by MCIm to meet the Performance Standards specified by the Agreement; (ii) install or provision service ordered by MCIm within the due dates specified in this Agreement; and (iii) to provide Recorded Usage Data in accordance with this Agreement.

1.3 Sprint and MCIm agree that all financial remedies available to end user and access customers for same or like services will be offered to MCIm. At such time that state or federal commission-approved credits/financial remedies are put in place between Sprint and any of its affiliates or CLEC customers or, between MCIm and Ameritech, the Parties agree to amend this Agreement to incorporate such arrangements.

Section 2. Parity and Quality Measurements

2.1 Sprint shall provide to MCIm, at a minimum, the comparative reports described in this Attachment IX on a monthly basis. The Implementation Plan in Part A shall establish the time frames for implementing these reports. These reports shall compare Sprint's results with MCIm's results and other CLECs' results, and may be presented by state, area code, NXX, product feature, end office and/or any other agreed manner as determined through the Implementation Plan process.

2.2 Sprint will develop and implement the following measures:

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.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state commission to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

This amendment to the existing agreement governs the relationship between the parties pursuant to 47 U.S.C. § 251 of the Act. Under 47 U.S.C. § 252(a)(1), "the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement." The amendment includes negotiated recurring rates replacing interim rates for analog 2-wire loops, Bands 1 through 6; local switching, Bands 1 through 6; signal transfer points port and switching; SS7 links; line information database (LIDB) query transport and database query; dedicated transport DS-1 and DS-3; tandem transport, common; directory assistance (DA) database query service, toll and local assistance service; DA operator service; and 911 tandem port and lines service per DS-0 equivalent port. The parties reserve the right to modify the agreement as amended as a result of a final judgment in MCImetro's pending federal suit.

Upon review of the proposed amendment to the agreement, we find that it complies with Florida law and the Act, and we approve it. Sprint and MCImetro must file any supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the stipulation and the amendment to the existing agreement concerning interconnection, resale and unbundling of telecommunications services between Sprint-Florida, Incorporated and MCImetro Access Transmission Services, Inc., are incorporated by reference into this Order, and hereby approved. It is further

ORDERED that any supplements or modifications to the parties' agreement must be filed with the Commission for review under the provisions of 47 U.S.C. Section 252 (e). It is further

ORDERED that this docket shall be closed.

ATTACHMENT A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by MCI Telecommunications Corporation for Arbitration with United Telephone cCompany 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
In re: Joint Petition by MCImetro Access Trahsmission Services, Inc. and Sprint-Florida, Incorporated for approval of Amendment to Interconnection Agreement pursuant to the Federal Telecommunications Act of 1996 .	DOCKET NO. FILED: May 13, 1998

STIPULATION AND JOINT PETITION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AGREEMENT

Sprint-Florida, Incorporated ("Sprint") and MCImetro Access Transmission Services, Inc. ("MCI") hereafter known as the Parties, have reached agreement in settlement of the matters at issue in the second phase of Docket No. 961230-TP (Phase II). In resolution of this matter, the Parties have agreed to amend the existing Interconnection Agreement between the Parties. The Florida Public Service Commission ("Commission") is requested to approve the amendment submitted herein.

I. Background.

By Order No. PSC-97-0294-FOF-TP, issued March 14, 1997, the Florida Public Service Commission required Sprint to submit cost studies for certain Unbundled Network Elements (UNEs). Upon reconsideration, the deadline for the cost studies was extended. As a result, Sprint submitted the required cost studies and

Agreement and submit that Amendment to the Florida Public Service Commission for approval pursuant to 47 U.S.C. § 252. The Parties agree to support the approval of this stipulation and the Amendment when submitted to the Commission. If this stipulation or the Amendment is not approved by the Florida Public Service Commission, neither Party waives any rights or positions that they might take in this or any subsequent proceeding.

III. Joint Petition for Approval of Amendment.

The Telecommunications Act of 1996 requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e). The Original Agreement between the Parties has been approved by the commission pursuant to Federal Law. Order No. FPSC-97-0565-FOF-TP states that "[a]ny further modifications to the agreement . . . must be filed separately with the Commission." In accordance with the above, the Parties submit the attached Amendment to Interconnection Agreement which was executed on May 11, 1998.

Under the Federal Act, an agreement (or amendment thereto) can be rejected by the State commission only if the commission finds that it discriminates against a telecommunications carrier not a party to the agreement or if its implementation is not consistent with the public interest, convenience and necessity. 47 U.S.C. §252(e)(2).

The Amendment does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Amendment is also consistent with the public interest, convenience and necessity. As such, the Parties seek approval of the Amendment

ATTACHMENT A

AMENDMENT

ATTACHMENT A

Included as Attachment I to the April 16, 1997 agreement.

NOW, THEREFORE, the Parties, agree that the attached Revised Price List should be included as an Amendments should to the Interconnection Agreement.

All other terms and conditions of the Interconnection Agreement remain in full force and effect as written.

In Witness Whereof, the Parties have executed this Amendment on the dates set forth below.

Sprint-Florida, Incorporated		MCImetro Transmission Services, Inc.	
By:	[signature]	By:	[signature]
Title:	VP Sr Mkt Account Manager	Title:	Vice President
Date:	5/6/1998	Date:	5/11/98

FORM CJR APPROVED

ATTACHMENT A

MCImetro - Sprint Florida Agreement (1st Amendment)

NETWORK ELEMENT PRICE LIST - SPRINT FLORIDA

RATE ELEMENT	SOURCE	RECURRING RATE	NRC
RIC		*	
[illegible]	SPRINT-TELRIC COST STUDY	$	[illegible]
(1 Line NID, 2 Wire Loop, & Basic Port)		#	
FEATURES	TSLRIC COST 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	To 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	TSLRIC COST STUDY		
		$0.002085	
TRANSPORT	TSLRIC COST STUDY		
DS1		Rate Varies**	$222.95
DS3		Rate Varies**	$249.16
Common		$0.000711	$226.50
RECIPROCAL COMPENSATION	TSLRIC COST STUDY	Per MOU	
End Office		$0.003671	$119.76
Tandem Switching		$0.002085	
Transport			
DS1		Rate Varies**	$222.95
DS3		Rate Varies**	$249.16
Common		$0.000711	$226.50

* See Applicable Access Tariff

Interim Rates

ATTACHMENT A

MClmetro - Sprint Florida Agreement (1st Amendment)

NETWORK ELEMENT PRICE LIST - SPRINT FLORIDA

[illegible]	[illegible]	RECURRING RATES	[illegible]
[illegible]	[illegible]		
Per DS0 Equivalent Port		$15.81	- $187.59

+ See Applicable Access Tariff
# Interim Rates

ATTACHMENT A

MCImetro - Sprint
Florida Agreement
(1st Amendment)

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

ATTACHMENT A

McImetro-Sprint
Florida Agreement
(1st Amendment)

Sprint Florida, Inc
Interoffice Transport

Originating	Terminating	DS1	DS3	
Alford	Cedardale	$ 86.39	$ 1,178.36	0.000711
Alford	Marianna	$ 149.76	$ 2,356.73	0.000711
Altamonte Springs	Apopka	$ 71.95	$ 1,178.36	0.000711
Altamonte Springs	Casselberry	$ 86.39	$ 1,178.36	0.000711
Altamonte Springs	Celebration*	$ 156.33	$ 3,535.09	0.000711
Altamonte Springs	East Orange*	$ 114.14	$ 2,356.73	0.000711
Altamonte Springs	Geneva*	$ 114.14	$ 2,356.73	0.000711
Altamonte Springs	Goldenrod	$ 86.39	$ 1,178.36	0.000711
Altamonte Springs	Lake Brantley	$ 71.95	$ 1,178.36	0.000711
Altamonte Springs	Lake Buena Vista*	$ 156.33	$ 3,535.09	0.000711
Altamonte Springs	Maitland	$ 71.95	$ 1,178.36	0.000711
Altamonte Springs	Montverde	$ 238.53	$ 5,604.09	0.000711
Altamonte Springs	Orlando*	$ 114.14	$ 2,356.73	0.000711
Altamonte Springs	Oviedo*	$ 114.14	$ 2,356.73	0.000711
Altamonte Springs	Reedy Creek	$ 174.14	$ 3,535.09	0.000711
Altamonte Springs	Sanford*	$ 114.14	$ 2,356.73	0.000711
Altamonte Springs	Windermere	$ 174.14	$ 3,535.09	0.000711
Altamonte Springs	Winter Garden	$ 114.14	$ 2,356.73	0.000711
Altamonte Springs	Winter Park	$ 86.39	$ 1,178.36	0.000711
Alva	Bonita Springs	$ 86.39	$ 1,178.36	0.000711
Alva	Cape Coral	$ 136.41	$ 2,771.35	0.000711
Alva	East Fort Meyers	$ 86.39	$ 1,178.36	0.000711
Alva	Fort Meyers Regional Airport	$ 158.34	$ 2,949.75	0.000711
Alva	Fort Myers	$ 86.39	$ 1,178.36	0.000711
Alva	Fort Myers Beach	$ 71.95	$ 1,178.36	0.000711
Alva	Lehigh Acres	$ 86.39	$ 1,178.36	0.000711
Alva	North Cape Coral	$ 136.41	$ 2,771.35	0.000711
Alva	North Fort Myers	$ 136.41	$ 2,771.35	0.000711
Alva	Pine Island	$ 71.95	$ 1,178.36	0.000711
Alva	Sanibel-Captiva Islands	$ 71.95	$ 1,178.36	0.000711
Alva	South Fort Meyers	$ 86.39	$ 1,178.36	0.000711
Apopka	Casselberry	$ 131.95	$ 2,356.73	0.000711
Apopka	Celebration*	$ 114.14	$ 2,356.73	0.000711
Apopka	East Orange*	$ 114.14	$ 2,356.73	0.000711
Apopka	Goldenrod	$ 131.95	$ 2,356.73	0.000711
Apopka	Lake Brantley	$ 71.95	$ 1,178.36	0.000711
Apopka	Lake Buena Vista*	$ 114.14	$ 2,356.73	0.000711
Apopka	Maitland	$ 71.95	$ 1,178.36	0.000711
Apopka	Montverde	$ 219.77	$ 4,425.72	0.000711
Apopka	Orlando*	$ 114.14	$ 2,356.73	0.000711
Apopka	Reedy Creek	$ 131.95	$ 2,356.73	0.000711
Apopka	Windermere	$ 131.95	$ 2,356.73	0.000711
Apopka	Winter Garden	$ 71.95	$ 1,178.36	0.000711
Apopka	Winter Park	$ 71.95	$ 1,178.36	0.000711
Astor	Clermont	$ 202.19	$ 4,425.72	0.000711
Astor	Eustis	$ 202.19	$ 4,425.72	0.000711
Astor	Groveland	$ 318.00	$ 7,080.06	0.000711
Astor	Howey	$ 326.58	$ 7,673.06	0.000711
Astor	Lady Lake	$ 265.56	$ 6,197.11	0.000711
Astor	Leesburg	$ 202.19	$ 4,425.72	0.000711
Astor	Montverde	$ 326.58	$ 7,673.06	0.000711
Astor	Mt. Dora	$ 202.19	$ 4,425.72	0.000711
Astor	Tavares	$ 202.19	$ 4,425.72	0.000711
Astor	Umatilla	$ 136.82	$ 3,247.36	0.000711
Baker	Crestview	$ 124.39	$ 3,247.36	0.000711
Belleview	Citra*	$ 263.21	$ 5,306.68	0.000711
Belleview	Dunnellon*	$ 184.39	$ 3,832.70	0.000711
Belleview	Forest	$ 247.76	$ 5,604.09	0.000711

ATTACHMENT A

MCImetro-Sprint
Florida Agreement
(1st Amendment)

Sprint Florida, Inc
Interoffice Transport

Originating	Terminating		DS1		DS3	
Clermont	Groveland	$	138.82	$	2,654.34	0.000711
Clermont	Howey	$	210.77	$	4,425.72	0.000711
Clermont	Lady Lake	$	202.19	$	4,425.72	0.000711
Clermont	Leesburg	$	86.39	$	1,178.36	0.000711
Clermont	Lake Buena Vista*	$	131.95	$	2,356.73	0.000711
Clermont	Montverde	$	210.77	$	4,425.72	0.000711
Clermont	Mt. Dora	$	86.39	$	1,178.36	0.000711
Clermont	Orlando*	$	174.14	$	3,535.09	0.000711
Clermont	Reedy Creek	$	86.39	$	1,178.36	0.000711
Clermont	Tavares	$	86.39	$	1,178.36	0.000711
Clermont	Umatilla	$	202.19	$	4,425.72	0.000711
Clermont	Windermere	$	191.95	$	3,535.09	0.000711
Clermont	Winter Garden	$	86.39	$	1,178.36	0.000711
Cottondale	Marianna	$	86.39	$	1,178.36	0.000711
Crawfordville	Alligator Point*	$	504.27	$	11,821.63	0.000711
Crawfordville	Carrabelle*	$	504.27	$	11,821.63	0.000711
Crawfordville	Panacea	$	124.39	$	3,247.36	0.000711
Crawfordville	Sopchoppy	$	271.23	$	6,512.95	0.000711
Crawfordville	St. Marks	$	124.39	$	3,247.36	0.000711
Crawfordville	Tallahassee Blairstone	$	271.23	$	6,512.95	0.000711
Crestview	Laurel Hill*	$	71.95	$	1,178.36	0.000711
Crystal River	Homosassa Springs	$	188.84	$	3,247.36	0.000711
Crystal River	Inverness	$	188.84	$	3,247.36	0.000711
Crystal River	Yankeetown*	$	227.25	$	4,425.72	0.000711
Cypress Lake	East Fort Meyers	$	86.39	$	1,178.36	0.000711
Cypress Lake	Fort Meyers Regional Airport	$	71.95	$	1,771.38	0.000711
Cypress Lake	Fort Myers	$	86.39	$	1,178.36	0.000711
Cypress Lake	Fort Myers Beach	$	71.95	$	1,178.36	0.000711
Cypress Lake	Lehigh Acres	$	86.39	$	1,178.36	0.000711
Cypress Lake	North Cape Coral	$	136.41	$	2,771.35	0.000711
Cypress Lake	North Fort Myers	$	71.95	$	1,178.36	0.000711
Cypress Lake	Pine Island	$	71.95	$	1,178.36	0.000711
Cypress Lake	Sanibel-Captiva Islands	$	71.95	$	1,178.36	0.000711
Cypress Lake	South Fort Meyers	$	86.39	$	1,178.36	0.000711
Dade City	San Antonio	$	86.39	$	1,178.36	0.000711
Dade City	Trilacoochee	$	86.39	$	1,178.36	0.000711
Dade City	Zephyrhills*	$	71.95	$	1,178.36	0.000711
DeFuniak Springs	Freeport	$	86.39	$	1,178.36	0.000711
DeFuniak Springs	Glendale	$	124.39	$	3,247.36	0.000711
DeFuniak Springs	Paxton*	$	131.95	$	2,356.73	0.000711
DeFuniak Springs	Ponce de Leon	$	124.39	$	3,247.36	0.000711
Deltona Lakes	Lake Helen	$	71.95	$	1,771.38	0.000711
Deltona Lakes	Orange City	$	71.95	$	1,771.38	0.000711
Destin	Fort Walton Beach	$	86.39	$	1,178.36	0.000711
Destin	Niceville	$	86.39	$	1,178.36	0.000711
Destin	Santa Rosa Beach	$	86.39	$	1,178.36	0.000711
Destin	Shalimar	$	86.39	$	1,178.36	0.000711
Destin	Valparaiso	$	86.39	$	1,178.36	0.000711
East Fort Meyers	Fort Meyers Regional Airport	$	158.34	$	2,940.75	0.000711
East Fort Meyers	Fort Myers	$	86.39	$	1,178.36	0.000711
East Fort Meyers	Fort Myers Beach	$	71.95	$	1,178.36	0.000711
East Fort Meyers	Lehigh Acres	$	86.39	$	1,178.36	0.000711
East Fort Meyers	North Cape Coral	$	136.41	$	2,771.35	0.000711
East Fort Meyers	North Fort Myers	$	136.41	$	2,771.35	0.000711
East Fort Meyers	Pine Island	$	71.95	$	1,178.36	0.000711
East Fort Meyers	Sanibel-Captiva Islands	$	71.95	$	1,178.36	0.000711
East Fort Meyers	South Fort Meyers	$	86.39	$	1,178.36	0.000711
Eustis	Groveland	$	202.19	$	3,832.70	0.000711

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Originating	Terminating	DS1	DS3	
Greenville	Madison	$ 124.39	$ 3,247.36	0.000711
Greenville	Monticello	$ 138.82	$ 2,654.34	0.000711
Greenville	Tallahassee-Calhoun	$ 138.82	$ 2,654.34	0.000711
Greenwood	Malone	$ 86.39	$ 1,178.36	0.000711
Greenwood	Marianna	$ 86.39	$ 1,178.36	0.000711
Groveland	Howey-In-the-Hills	$ 263.21	$ 5,901.70	0.000711
Groveland	Lady Lake	$ 202.19	$ 4,425.72	0.000711
Groveland	Leesburg	$ 138.82	$ 2,654.34	0.000711
Groveland	Montverde	$ 326.58	$ 7,080.06	0.000711
Groveland	Mt. Dora	$ 202.19	$ 3,832.70	0.000711
Groveland	Tavares	$ 202.19	$ 3,832.70	0.000711
Groveland	Umatilla	$ 318.00	$ 7,080.06	0.000711
Highlands	Clay*	$ 210.77	$ 3,832.70	0.000711
Highlands	Dunnellon*	$ 247.76	$ 5,011.07	0.000711
Highlands	Lady Lake (821)	$ 149.76	$ 2,949.75	0.000711
Highlands	McIntosh*	$ 210.77	$ 3,832.70	0.000711
Highlands	Ocala	$ 86.39	$ 1,178.36	0.000711
Highlands	Ottawana	$ 131.95	$ 2,356.73	0.000711
Highlands	Orange Springs*	$ 210.77	$ 3,832.70	0.000711
Highlands	Salt Springs	$ 408.97	$ 9,938.72	0.000711
Highlands	Shady Road	$ 138.82	$ 2,654.34	0.000711
Highlands	Silver Springs	$ 71.95	$ 1,771.36	0.000711
Highlands	Silver Springs Shores	$ 131.95	$ 2,356.73	0.000711
Homosassa Springs	Inverness	$ 188.84	$ 3,247.36	0.000711
Howey-In-The-Hills	Lady Lake	$ 210.77	$ 5,018.74	0.000711
Howey-In-The-Hills	Leesburg	$ 210.77	$ 4,425.72	0.000711
Howey-In-The-Hills	Montverde	$ 335.16	$ 7,673.08	0.000711
Howey-In-The-Hills	Mt. Dora	$ 210.77	$ 4,425.72	0.000711
Howey-In-The-Hills	Tavares	$ 210.77	$ 4,425.72	0.000711
Howey-In-The-Hills	Umatilla	$ 326.58	$ 7,673.08	0.000711
Kenansville	Kissimmee	$ 138.82	$ 2,654.34	0.000711
Kenansville	St. Cloud	$ 138.82	$ 2,654.34	0.000711
Kenansville	West Kissimmee	$ 184.39	$ 3,832.70	0.000711
Kingsley Lake	Lawley	$ 206.77	$ 5,512.89	0.000711
Kingsley Lake	Raiford*	$ 278.72	$ 6,691.36	0.000711
Kingsley Lake	Starke	$ 206.77	$ 5,512.89	0.000711
Kissimmee	Celebration*	$ 114.14	$ 2,356.73	0.000711
Kissimmee	Haines City * (427)	$ 138.82	$ 2,654.34	0.000711
Kissimmee	St. Cloud	$ 138.82	$ 2,654.34	0.000711
Kissimmee	West Kissimmee	$ 71.95	$ 1,178.36	0.000711
Lady Lake (753)	Leesburg	$ 86.39	$ 1,771.36	0.000711
Lady Lake (753)	Montverde	$ 274.14	$ 6,197.11	0.000711
Lady Lake (753)	Mt. Dora	$ 149.76	$ 2,949.75	0.000711
Lady Lake (753)	Tavares	$ 149.76	$ 2,949.75	0.000711
Lady Lake (753)	Umatilla	$ 265.56	$ 6,197.11	0.000711
Lady Lake (821)	Leesburg	$ 86.39	$ 1,771.36	0.000711
Lady Lake (821)	Montverde	$ 274.14	$ 6,197.11	0.000711
Lady Lake (821)	Mt. Dora	$ 149.76	$ 2,949.75	0.000711
Lady Lake (821)	Ocala	$ 202.19	$ 4,425.72	0.000711
Lady Lake (821)	Ottawaha	$ 131.95	$ 2,949.75	0.000711
Lady Lake (821)	Salt Springs	$ 514.53	$ 12,888.46	0.000711
Lady Lake (821)	Silver Springs Shores	$ 131.95	$ 2,949.75	0.000711
Lady Lake (821)	Tavares	$ 149.76	$ 2,949.75	0.000711
Lady Lake (821)	Umatilla	$ 265.56	$ 6,197.11	0.000711
Lake Brantley	Celebration*	$ 156.33	$ 3,535.09	0.000711
Lake Brantley	East Orange*	$ 114.14	$ 2,356.73	0.000711
Lake Brantley	Geneva*	$ 114.14	$ 2,356.73	0.000711
Lake Brantley	Lake Buena Vista*	$ 156.33	$ 3,535.09	0.000711

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Originating	Terminating	DS1	DS3	
North Cape Coral	Sanibel-Captiva Islands	$ 174.82	$ 3,949.71	0.000711
North Fort Myers	Pine Island	$ 71.95	$ 1,178.36	0.000711
North Fort Myers	Sanibel-Captiva Islands	$ 71.95	$ 1,178.36	0.000711
Ocala	Citra*	$ 263.21	$ 5,306.68	0.000711
Ocala	Dunnellon*	$ 184.39	$ 3,832.70	0.000711
Ocala	McIntosh*	$ 263.21	$ 5,306.68	0.000711
Ocala	Oldsmar	$ 71.95	$ 1,178.36	0.000711
Ocala	Orange Springs*	$ 263.21	$ 5,306.68	0.000711
Ocala	Salt Springs	$ 406.97	$ 9,938.72	0.000711
Ocala	Shady Road	$ 138.82	$ 2,654.34	0.000711
Ocala	Silver Springs	$ 158.34	$ 2,949.75	0.000711
Ocala	Silver Springs Shores	$ 71.95	$ 1,178.36	0.000711
Oldsmar	Citra*	$ 196.34	$ 3,832.70	0.000711
Oldsmar	Dunnellon*	$ 229.95	$ 5,011.07	0.000711
Oldsmar	McIntosh*	$ 196.34	$ 3,832.70	0.000711
Oldsmar	Orange Springs*	$ 196.34	$ 3,832.70	0.000711
Oldsmar	Salt Springs	$ 454.53	$ 11,117.08	0.000711
Oldsmar	Silver Springs Shores	$ 71.95	$ 1,178.36	0.000711
Orange City	DeBary*	$ 71.95	$ 1,178.36	0.000711
Orange City	Deland*	$ 71.95	$ 1,178.36	0.000711
Orange City	DeLeon Springs*	$ 71.95	$ 1,178.36	0.000711
Panacea	Alligator Point*	$ 628.66	$ 15,068.99	0.000711
Panacea	Sopchoppy	$ 395.62	$ 9,760.31	0.000711
Panacea	St. Marks	$ 248.78	$ 6,494.72	0.000711
Panacea	Tallahassee Bluestone	$ 395.62	$ 9,760.31	0.000711
Pine Island	Sanibel-Captiva Islands	$ 71.95	$ 1,178.36	0.000711
Reedy Creek	Celebration*	$ 131.95	$ 2,356.73	0.000711
Reedy Creek	East Orange*	$ 174.14	$ 3,535.09	0.000711
Reedy Creek	Lake Buena Vista*	$ 131.95	$ 2,356.73	0.000711
Reedy Creek	Orlando*	$ 174.14	$ 3,535.09	0.000711
Reedy Creek	West Kissimmee	$ 86.39	$ 1,178.36	0.000711
Reedy Creek	Windermere	$ 149.76	$ 2,356.73	0.000711
Reedy Creek	Winter Garden	$ 86.39	$ 1,178.36	0.000711
Reedy Creek	Winter Park	$ 131.95	$ 2,356.73	0.000711
Reynolds Hill	Wesconnett	$ 196.34	$ 5,018.74	0.000711
Salt Springs	Citra*	$ 533.35	$ 12,593.05	0.000711
Salt Springs	Dunnellon*	$ 570.34	$ 13,771.42	0.000711
Salt Springs	McIntosh*	$ 533.35	$ 12,593.05	0.000711
Salt Springs	Orange Springs*	$ 533.35	$ 12,593.05	0.000711
Salt Springs	Silver Springs Shores	$ 454.53	$ 11,117.08	0.000711
San Antonio	Tallaweechee	$ 149.76	$ 2,356.73	0.000711
San Antonio	Zephyrhills*	$ 131.95	$ 2,356.73	0.000711
Santa Rosa Beach	Seagrove Beach	$ 86.39	$ 1,178.36	0.000711
Sebring	Spring Lake	$ 124.39	$ 2,654.34	0.000711
Shalimar	Valparaiso	$ 86.39	$ 1,178.36	0.000711
Silver Springs Shores	Citra*	$ 196.34	$ 3,832.70	0.000711
Silver Springs Shores	Dunnellon*	$ 229.95	$ 5,011.07	0.000711
Silver Springs Shores	McIntosh*	$ 196.34	$ 3,832.70	0.000711
Silver Springs Shores	Orange Springs*	$ 196.34	$ 3,832.70	0.000711
Sopchoppy	Alligator Point*	$ 504.27	$ 11,821.63	0.000711
Sopchoppy	Carrabelle*	$ 504.27	$ 11,821.63	0.000711
Sopchoppy	St. Marks	$ 395.62	$ 9,760.31	0.000711
Sopchoppy	Tallahassee Bluestone	$ 271.23	$ 6,512.95	0.000711
St. Cloud	Celebration*	$ 114.14	$ 2,356.73	0.000711
St. Cloud	West Kissimmee	$ 71.95	$ 1,178.36	0.000711
St. Marks	Alligator Point*	$ 628.66	$ 15,068.99	0.000711
St. Marks	Tallahassee Bluestone	$ 395.62	$ 9,760.31	0.000711
Starke	Keystone Heights*	$ 278.72	$ 6,691.36	0.000711

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Sprint Florida, Inc
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Originating	Terminating	DS1	DS3	
Tallahassee-Willis	Havana*	$ 71.95	$ 1,178.36	0.000711
Tallahassee-Willis	Haviland*	$ 71.95	$ 1,178.36	0.000711
Tallahassee-Willis	Quincy*	$ 71.95	$ 1,178.36	0.000711
Tallahassee Blairstone	Alligator Point*	$ 326.58	$ 6,487.04	0.000711
Tallahassee Blairstone	Bristol*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Blairstone	Carrabelle*	$ 326.58	$ 6,487.04	0.000711
Tallahassee Blairstone	Chattahoochee*	$ 326.58	$ 6,487.04	0.000711
Tallahassee Blairstone	Greensboro*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Blairstone	Gretna*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Blairstone	Havana*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Blairstone	Haviland*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Blairstone	Quincy*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-Calhoun	$ 86.39	$ 1,178.36	0.000711
Tallahassee Blairstone	Tallahassee-FSU	$ 149.76	$ 2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-Mabry	$ 86.39	$ 1,178.36	0.000711
Tallahassee Blairstone	Tallahassee-Perkins	$ 149.76	$ 2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-Willis	$ 86.39	$ 1,178.36	0.000711
Tallahassee Blairstone	Tallahassee Thomasville	$ 149.76	$ 2,356.73	0.000711
Tallahassee Thomasville	Alligator Point*	$ 389.95	$ 7,665.40	0.000711
Tallahassee Thomasville	Bristol*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Thomasville	Carrabelle*	$ 389.95	$ 7,665.40	0.000711
Tallahassee Thomasville	Chattahoochee*	$ 389.95	$ 7,665.40	0.000711
Tallahassee Thomasville	Greensboro*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Thomasville	Gretna*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Thomasville	Havana*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Thomasville	Haviland*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Thomasville	Quincy*	$ 131.95	$ 2,356.73	0.000711
Tallahassee Thomasville	Tallahassee-Willis	$ 86.39	$ 1,178.36	0.000711
Tavares	Umatilla	$ 202.10	$ 4,425.72	0.000711
Tallassee	Zephyrhills*	$ 131.95	$ 2,356.73	0.000711
Wauchula	Zolfo Springs	$ 124.39	$ 2,654.34	0.000711
West Kissimmee	Celebration*	$ 71.95	$ 1,178.36	0.000711
West Kissimmee	Haines City*(427)	$ 184.39	$ 3,832.70	0.000711
Williston	Branson*	$ 71.95	$ 1,178.36	0.000711
Windermere	Celebration*	$ 174.14	$ 3,535.09	0.000711
Windermere	East Orange*	$ 174.14	$ 3,535.09	0.000711
Windermere	Lake Buena Vista*	$ 174.14	$ 3,535.09	0.000711
Windermere	Orlando*	$ 174.14	$ 3,535.09	0.000711
Windermere	Winter Garden	$ 86.39	$ 1,178.36	0.000711
Windermere	Winter Park	$ 131.95	$ 2,356.73	0.000711
Winter Garden	Celebration*	$ 131.95	$ 2,356.73	0.000711
Winter Garden	East Orange*	$ 114.14	$ 2,356.73	0.000711
Winter Garden	Lake Buena Vista*	$ 131.95	$ 2,356.73	0.000711
Winter Garden	Orlando*	$ 114.14	$ 2,356.73	0.000711
Winter Garden	Winter Park	$ 71.95	$ 1,178.36	0.000711
Winter Park	Celebration*	$ 114.14	$ 2,356.73	0.000711
Winter Park	East Orange*	$ 71.95	$ 1,178.36	0.000711
Winter Park	Geneva*	$ 71.95	$ 1,178.36	0.000711
Winter Park	Lake Buena Vista*	$ 114.14	$ 2,356.73	0.000711
Winter Park	Orlando*	$ 71.95	$ 1,178.36	0.000711
Winter Park	Oviedo*	$ 71.95	$ 1,178.36	0.000711
Winter Park	Sanford*	$ 71.95	$ 1,178.36	0.000711