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April 21, 2003

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 030296-TP

Dear Ms. Bayó:

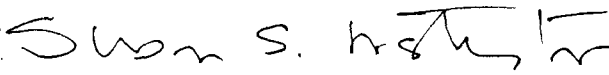
Enclosed for filing on behalf of Sprint are the original and fifteen (15) copies of Sprint-Florida, Incorporated's Response to the Petition for Arbitration of AT&T Communications of the Southern States, LLC and TCG South Florida.

Copies are being served on the parties in this docket pursuant to the attached Certificate of Service.

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to the courier. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

AUS _____
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Susan S. Masterton

Enclosure

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**CERTIFICATE OF SERVICE
DOCKET NO. 030296-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Hand Delivery or Overnight Mail* this 21st day of April, 2003 to the following:

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Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of AT&T Communications of the)	Docket No. 030296-TP
Southern States, LLC and TCG South Florida)	Filed: April 21, 2003
For Arbitration of Certain Terms And Conditions)	
Of A Proposed Interconnection Agreement with)	
Sprint- Florida, Incorporated pursuant to 47 U.S.C.)	
Section 252)	

**RESPONSE OF SPRINT-FLORIDA, INCORPORATED TO THE PETITION
FOR ARBITRATION OF AT&T COMMUNICATIONS OF THE SOUTHERN
STATES, LLC AND TCG SOUTH FLORIDA**

Pursuant to section 252(b)(3) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. §151 et. seq. (the “Act”), Sprint-Florida, Incorporated (“Sprint”) hereby submits its Response to the Petition for Arbitration filed by AT&T Communications of the Southern States, LLC and TCG South Florida (collectively, “AT&T”).

As explained below, the Commission should reject the proposed contract language of AT&T, and, as stated herein, adopt the proposed contract language of Sprint. To assist in the review of the issues that remain unresolved between the parties, Sprint has attached a draft of the proposed Interconnection Agreement between Sprint and AT&T to this Response as “Attachment A.” All provisions on which Sprint understands the parties have agreed are shown in normal text. Where there are known unresolved issues, Sprint’s language is shown in **bold** and underlined text and AT&T’s proposed language is shown in **bold** and double underlined text.

**RESPONSE TO AT&T'S PETITION ON EACH OF THE UNRESOLVED
ISSUES FOR ARIBTRATION**

ARBITRATION ISSUE 1

Point of Interconnection

(Network Interconnection, Part E, Sections 1.1 through 1.5, 3.2, 4.1.3 and 4.1.4.1)

Issue: What are each Party's rights and obligations with respect to establishing a point of interconnection ("POI") to the other Party's network and delivery of its originating traffic to such POI?

AT&T's position is that it may establish, at locations of its choosing, one or more points of interconnection (POIs) for its originated traffic on Sprint's network. In addition, AT&T believes that Sprint should be required to establish additional POIs for Sprint's originated traffic on AT&T's network. AT&T's proposed language establishes an interconnection scheme that places additional burdens upon Sprint that are not supported by either state or federal laws or regulations. Sprint's position is that, pursuant to state and federal laws and regulations, AT&T is entitled to designate one or more POIs in a LATA on Sprint's network for the mutual exchange of Sprint-originated and AT&T-originated traffic. Sprint does not agree that it may be required to establish POIs on AT&T's network. Sprint's proposed language with respect to the establishment of the POI between Sprint and AT&T is consistent with the Florida Commission's decision in *In re: Investigation into appropriate methods to compensate carriers for exchange of traffic subject to Section 251 of the Telecommunications Act of 1996*, Docket No. 000075-TP Order No. PSC-02-1248-FOF-TP ("Generic Reciprocal Compensation Order") and with the FCC's rules.

The FCC defined interconnection as the "linking of two networks for the mutual exchange of traffic".¹ Sprint's proposed language defines POI consistent with that

¹47 C.F.R. §51.5

definition. A POI or interconnection point (IP) is, therefore, the point at which the two networks meet and is, by necessity, a physical point.² This designation is especially relevant in discussions on reciprocal compensation since the transport component of reciprocal compensation begins at “the interconnection point between the two carriers”.³

Sprint does not deny that as the carrier requesting interconnection pursuant §251(c)(2) of the Telecommunications Act (the Act), AT&T may select any technically feasible point within Sprint’s network as the POI. The proposed contract language fully supports that position.

The primary controversy has to do with AT&T’s assertion that this point is not necessarily to be used for the mutual exchange of traffic and that Sprint has an additional obligation beyond §251(c)(2) of the Act to establish a separate POI on AT&T’s network (AT&T language §1.1.3) at which to deliver its originated traffic. Since AT&T as an ALEC does not have the same duties as an ILEC, its proposed language would obligate Sprint to establish a POI at each of AT&T’s end offices should the parties not be able to reach agreement regarding the POI location. AT&T’s proposal is reminiscent of ILEC language commonly proposed in prior years demanding that ALECs establish a POI within every ILEC local calling area and at every end office. That approach has been rejected by the Commission in the Generic Reciprocal Compensation Order, as well in individual arbitrations.⁴ In the Generic Reciprocal Compensation Order, the Commission

² ¶176, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, issued August 8, 1996 (“First Report and Order”)

³ 47 C.F.R. §51.701(c)

⁴ See, e.g., *In re: Petition by AT&T Communications of the Southern States, Inc. d/b/a AT&T for arbitration of certain terms and conditions of a proposed agreement with BellSouth Telecommunications, Inc. pursuant to 47 U.S.C. Section 252*, Docket No. 000731-TP, Order No. PSC-01-1402-FOF-TP, issued June 28, 2001; *In re: Petition by Level 3 Communications, LLC for arbitration of certain terms and*

determined that “*ALECs have the exclusive right to unilaterally designate single POIs for the mutual exchange of telecommunications traffic at any technically feasible location on an incumbent’s network within the LATA*”⁵ (emphasis added). Sprint’s language is consistent with this ruling.

AT&T’s multiple-POI position also is not supported by the Act or FCC rules. Section 251(c)(2) duties included in the Act and the associated rules (Title 47 C.F.R. §51.305) governing the selection of the POI by the requesting carrier clearly address the scenario where the ALEC chooses the POI on the ILEC network. They do not require that the ILEC choose a POI on the ALEC network, nor do they place the ILECs §251(c)(2) duties on the ALEC.

An additional point of dispute between the parties, that AT&T appears to include under the umbrella of its identified Arbitration Issue No. 1, involves compensation for shared transport facilities. (Addressed in Part E, Sections 4.1.3 & 4.1.4.1 of the Agreement.) Although AT&T does not clearly articulate its position on this issue in its Petition, AT&T’s position on the issues appears to be that AT&T’s obligation to provision transport on its side of the POI is a burden. Sprint’s position is simply that this obligation is the responsibility of the requesting carrier, concomitant with the requesting carrier’s ability to unilaterally select interconnection at any technically feasible point. In accordance with FCC rules, Sprint must compensate AT&T for originating traffic for the transport provided from the POI to AT&T’s terminating end office that directly serves the calling party. In turn, Sprint manages and maintains its network on its side of the POI.

conditions of a proposed agreement with BellSouth Telecommunications, Inc., Docket No. 000907-TP, Order No. PSC-01-0806-FOF-TP issued March 27, 2001.

⁵Generic Reciprocal Compensation Order at page 26

Sprint does not view this mutual interconnection obligation as a burden, but rather the proper implementation of the interconnection and reciprocal compensation obligations of each party established in the Act and set forth in FCC rules. Since the end result is that Sprint will compensate AT&T for Sprint's usage of the shared interconnection transport facility at the appropriate rate, Sprint fails to see how AT&T can construe this as charging AT&T for Sprint-originated traffic.

ARBITRATION ISSUE 2
Establishment of Mid-Span Fiber Meet
(Network Interconnection, Part E, Section 3.1.6.1)

Issue: May AT&T require the establishment of a Mid-Span Fiber Meet arrangement or is the establishment of a Mid-Span Fiber Meet arrangement conditional on the amount of traffic from one network to the other being roughly balanced?

AT&T's position on this issue as Sprint understands it is that Sprint has an obligation to establish a mid-span fiber meet interconnection arrangement at AT&T's request and under all circumstances, unless such an arrangement is not technically feasible. Sprint does not dispute that the FCC rules delineating an ILECs §251(c) duties include meet points as a method of obtaining interconnection.⁶ Nor does Sprint dispute that a limited build-out of facilities may be necessary as an accommodation of interconnection. However, Sprint does not believe that the obligation to construct facilities and establish a new meet point should extend to situations where the traffic between the carriers is not in balance, as is the case when the ALEC's primary business interest is in providing Internet access.

In its discussion of meet-point interconnection in the First Report and Order (§553) the FCC states that such arrangements were "*commonly used between*

⁶47 C.F.R. §51.321(b)(2)

neighboring LECs for the mutual exchange of traffic". The FCC also states, "*In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement.*" It is Sprint's position that, as long as the traffic remains roughly balanced, both parties are receiving value and a meet point arrangement makes sense, but in situations where the traffic is not roughly balanced, the originating party does not gain any value and should not be required to absorb the cost of the arrangement.

The concept of traffic being "roughly balanced" originated in the discussion of bill and keep compensation in the First Report and Order.⁷ Sprint believes that this discussion provides a good way of determining when a carrier is receiving value from an interconnection arrangement. The discussion on bill and keep is especially pertinent to the instant issue since the offer on the table proposes that the construction costs are shared and that each party recovers the costs from its own end users for traffic in both directions. This is essentially a bill and keep arrangement.

The fallacy in AT&T's proposal to require meet point arrangements regardless of the balance of traffic becomes more apparent in the context of an ALEC that is pursuing an Internet access strategy where the majority, if not all, of the traffic on the facility originates from the ILEC subscribers to an ISP served by the ALEC.⁸ The FCC recognized the impact of allowing carriers to shift the costs of providing service to ISPs on to connecting carriers in *Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, *Intercarrier Compensation for*

⁷ ¶¶1111-1118, First Report and Order

⁸ Traffic on the interconnection facility over a 3:1 ratio is assumed to be ISP bound.

ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order (“ISP Remand Order”), characterizing it as a “troubling distortion that prevents market forces from distributing limited resources to their most efficient uses.”⁹ The FCC recognized that there was nothing inherently wrong with having traffic imbalances but that, “In this case, however, we believe that such decisions are driven by regulatory opportunities that disconnect costs from end-user market decisions. Thus, under the current carrier-to-carrier recovery mechanism, it is conceivable that a carrier could serve an ISP free of charge and recover all of its costs from originating carriers. This result distorts competition by subsidizing one type of service at the expense of others.”¹⁰ Sprint’s position that it will utilize mid-span fiber meet arrangements only when the traffic between the parties is roughly balanced is consistent with the FCC’s policy regarding payment for the exchange of traffic as set forth in the ISP Remand Order.¹¹

An additional complicating aspect of the issue of when Sprint should be required to establish a mid span fiber meet arrangement arises when ALECs seek to use the same arrangement for both interconnection and access to unbundled network elements. While the FCC rule listing meet point interconnection includes access to unbundled elements, the discussion in the First Report and Order clearly establishes different compensation obligations for interconnection for this purpose and interconnection for the purpose of exchanging traffic. In ¶553, in reference to meet point arrangements, the FCC states that “such an arrangement only makes sense for interconnection pursuant to section 251(c)(2) but not for unbundled access under section 251(c)(3).” And, “In an access

⁹ ¶4, ISP Remand Order

¹⁰ ¶5, ISP Remand Order

¹¹ Sprint’s response to Arbitration Issue number 9 provides additional insights with respect to transport for ISP-Bound traffic.

arrangement pursuant to section 251(c)(3), however, the interconnection point will be a part of the new entrant's network and will be used to carry traffic from one element in the new entrant's network to another. We conclude that in a section 251(c)(3) access situation, the new entrant should pay all of the economic costs of a meet point arrangement." Based on the FCC's First Report and Order, it is clear that Sprint should not be required to permit AT&T to utilize a meet point arrangement for UNE access. Sprint asks the Commission to clarify in its resolution of this issue that meet point arrangements are to be used for interconnection (as suggested in Sprint's proposed language) and not for access to UNEs.

ARBITRATION ISSUE 3

Mid-Span Fiber Meet Construction Costs (Network Interconnection, Part E, Sections 3.1.6.9 and 3.1.6.10)

Issue: When establishing a Mid-Span Fiber Meet arrangement, should AT&T and Sprint equally share the reasonably incurred construction costs?

AT&T's stated position on this issue is that Sprint is responsible for the costs of half of the build-out for a mid-span fiber meet arrangement regardless of the distance or location of the arrangement. As stated in Sprint's response to the previous issue, Sprint does not dispute that a meet point arrangement is a legitimate means of interconnection and that Sprint has some responsibility to build out as an accommodation of interconnection. The issue at hand is what constitutes a reasonable build out of facilities. Sprint's position is that it should not be required to pay for construction outside of its exchange boundaries or for more than 50% of the facilities.

In the First Report and Order, the FCC referred to the requirement for an ILEC to build out facilities as "limited" and stated that *"the parties and state commissions are in a better position than the Commission to determine the appropriate distance that would*

constitute the required reasonable accommodation of interconnection."¹² Sprint does not dispute the Commission's authority to arbitrate the matter, but emphasizes that the build-out obligation should be limited.

AT&T believes that Sprint should be required to bear the costs of constructing 50% of the facility even if it would require construction outside Sprint's operating territory. AT&T's proposal does not effectively limit how far outside of Sprint's territory Sprint should have to build. Sprint's proposal is that Sprint should bear the cost of construction to the exchange boundary or the cost of 50% of the facility, whichever is less. This is consistent with how ILECs establish meet points at exchange boundaries and provides a reasonable limitation to an ILEC's duty to build out, consistent with a reasonable accommodation for interconnection, as required by FCC regulations.

ARBITRATION ISSUE 4
Mid-Span Fiber Meet Traffic
(Network Interconnection, Part E, Section 3.1.6.11)

Issue: Should certain traffic types be excluded from interconnection via a Mid-Span Fiber Meet arrangement?

AT&T disagrees with the proposed agreement language set forth in §3.1.6.11 that describes the traffic that should be included in interconnection via a mid-span fiber meet arrangement. The proposed language does not specifically exclude any traffic from being carried over the meet-point facility but simply addresses compensation for non-transit local or non-local traffic. Sprint interprets this to mean that for this traffic neither party would bill the other and so the language is simply reiterating the sharing concept included in §3.1.6.9.

¹² ¶553, First Report and Order

Pursuant to the Act, any interconnection arrangement established under §251(c)(2) can be used for the transmission and routing of telephone exchange and exchange access.¹³ FCC rules clarify that a carrier requesting interconnection solely for the purpose of originating or terminating its interexchange traffic is not entitled to receive interconnection pursuant to §251(c)(2).¹⁴ The FCC rules also clarify that a carrier that has interconnected under section §251(c)(2) may offer information services through the same arrangement, as long as it is also providing telecommunications services through that arrangement.¹⁵

Sprint does not object to any traffic that meets the criteria listed above from being routed on the meet-point facility, subject to the other terms and conditions included in the proposed language. In fact, §2 of Part E of the contract, which AT&T does not dispute, goes to great lengths to describe the types of traffic that can be routed over the interconnection facility.

In §3.1.6.11 Sprint is not attempting to limit the types of traffic that are exchanged over fiber meet facilities. Sprint is simply intending to describe the compensation arrangement that applies to certain traffic routed over fiber meet facilities, that is, that non-transit local traffic and non-local traffic are subject to a bill-and-keep compensation arrangement. AT&T's language, on the other hand, attempts to insert into this section addressing compensation for certain traffic an additional definition of the types of traffic that are delivered over fiber meet facilities. Insertion of this language into a section designed to make clear that no compensation applies for certain types of traffic

¹³ 47 U.S.C. §251(c)(2)(A)

¹⁴ 47 C.F.R. §51.305(b)

¹⁵ 47 C.F.R. §51.100(b)

routed over fiber meet facilities could imply that AT&T wishes to exempt any charges being applied to any of the services it lists, including toll traffic.

ARBITRATION ISSUE 5
Definition of Local Calling Area
(Network Interconnection, Part E, Section 4.1)

Issue: How should AT&T and Sprint define Local Calling Area for purposes of their interconnection agreement?

In the initial stages of the parties' negotiations AT&T argued for a LATA-wide local calling area for the purposes of defining reciprocal compensation obligations. Sprint proposed using Sprint's local calling areas. Coincident with the negotiations, the Commission was considering this issue in its generic reciprocal compensation proceedings. In the Generic Reciprocal Compensation Order the Commission noted that neither the use of the LATA or the use of the ILEC's local calling area is competitively neutral. As an alternative the Commission adopted the "originating carrier's retail local calling area" as the default local calling area to be used for reciprocal compensation purposes, if the parties cannot agree to an alternative solution. The Commission was clear in its intention that, despite its adoption of a default, parties should continue to negotiate a business resolution to the appropriate local calling area.¹⁶ AT&T subsequently offered proposed language to Sprint that essentially mirrors the default language of the Commission's order, without elaboration, describing the originating carrier's retail local calling area as the appropriate local calling scope for the agreement.

Sprint believes that the default is skewed to the ALEC position and is in fact a disincentive to negotiations. This result is particularly problematic since the Commission did not include any specific guidance as to how parties should implement its decision,

¹⁶ Generic Reciprocal Compensation Order at page 57.

such as how an ALEC should demonstrate what its “retail local calling scope” is, whether the determination of a carrier’s retail local calling scope should be on a carrier-specific or customer-specific basis, and whether reciprocal compensation for calls made within the local calling area should apply only to an ALEC’s local customers. Sprint, in fact, filed a Motion for Reconsideration of the Generic Reciprocal Compensation Order, which pointed out the problems with this lack of specific guidance in the order. In denying Sprint’s motion, the Commission recognized that it had failed to fully address these implementation issues but found that it did not have sufficient evidence in the record to order specific implementation criteria.¹⁷ Instead, the Commission encouraged the parties to negotiate specific implementation details.

If AT&T’s proposed language is adopted in the agreement, Sprint fully expects that at a minimum AT&T will declare the LATA as its local calling area (and Sprint anticipates that every ALEC that adopts the AT&T agreement will do the same). Sprint believes there are serious difficulties with implementing the default language in the Commission’s order and that, at the very least, the agreement must contain specific details that will ensure that the Commission’s decision is implemented in a fair way, without the opportunity for misrepresentation, arbitrage or fraud.

Billing for reciprocal compensation is complicated, just as billing for access is complicated. Sprint believes that the Commission’s suggestion that Sprint follow BellSouth’s process of using billing factors to implement the originating carrier’s local calling scope to determine reciprocal compensation ignores the need for ensuring billing accuracy and the work effort that will be needed to develop the factors.

¹⁷ *In re: Investigation into appropriate methods to compensate carriers for exchange of traffic subject to Section 251 of the Telecommunications Act of 1996*, Docket No. 000075-TP, Order No. PSC-03-0059-FOF-

Sprint's current process for billing reciprocal compensation was specifically designed not to rely on billing factors because of the historical inaccuracy of that approach and the billing disputes that Sprint has experienced due to that potential for inaccuracy. Currently, for reciprocal compensation billing Sprint uses the recorded information on the terminating record to determine the jurisdiction and apply the appropriate rate. A percent local use (PLU) factor is only applied to any records that, for some reason, do not have sufficient information to determine the jurisdiction. Sprint's contracts include language requiring the calling party number for a significant percent of the traffic from connecting carriers not only for the purpose of providing calling features but also for correct reciprocal compensation billing and to discourage fraudulent behavior.

Implementing the default adopted by the Commission will require Sprint either to spend thousands of hours modifying the existing system to be able to have carrier-specific jurisdictional tables or to scrap the existing jurisdictional process and spend the hours and dollars necessary to be able to apply factors to all of the measured minutes. In fact, in preliminary discussions with Sprint's billing experts, the cost of developing and maintaining carrier specific tables is so high that in all likelihood Sprint will not choose to implement them for a Florida-specific solution.

In spite of the claims of other carriers, Sprint believes that the use of billing factors is going backwards to a less accurate method of billing and will open the door for numerous billing disputes. In addition, the use of billing factors does not eliminate the need for measurement (at least if an ALEC intends to apply a factor that accurately identifies the jurisdiction of its traffic). All that applying factors means is that the

originating carrier (in this case AT&T) will have the obligation to measure its originating traffic that terminates to Sprint and based on that measurement to calculate the factors that AT&T will provide to Sprint.¹⁸ And while Sprint will use these factors to bill, Sprint will need to develop audit procedures, perform audits, and seek back payment if Sprint finds significant errors in what AT&T has provided. This is the only prudent approach based on Sprint's past experience with the use of billing factors.

Another significant implementation issue is the impact on other carriers connected to Sprint that will exchange traffic with AT&T via UNE-P. It is expected that AT&T will mirror the LATA-wide local calling area with their UNE-P offerings that will be provisioned by Sprint via customized translations. Sprint's current UNE-P offering includes Sprint's agreement to pay and bill reciprocal compensation on behalf of the ALEC in order to simplify operational issues. Therefore, when a UNE-P carrier receives a call from a Sprint switch the carrier determines if reciprocal compensation is due based on Sprint's local calling area, even if it was originated from a UNE-P port. Under the default approach, the process will have to be changed so that the terminating carrier will be able to reflect the fact that the UNE-P port has a different local calling area than Sprint-originated traffic. Not doing so would create a situation where the terminating carrier could dispute the jurisdiction and challenge the routing or could attempt to bill Sprint access.

One potential solution to this problem is for Sprint to institute a process for developing factors for connecting carriers that reflects the different local calling areas of UNE-P customers. In order to accomplish this Sprint would have to maintain tables of

¹⁸ It is possible the ALECs may argue for using statewide factors that are not carrier specific. If this is allowed it introduces another layer of billing inaccuracy and potential for arbitrage.

the UNE-P customer's local calling areas, which would engender significant costs for Sprint. Also, since the traffic is combined with Sprint traffic, the UNE-P carrier would not be able to develop a composite factor to provide to the terminating carrier. The ultimate result would likely be that Sprint would no longer be able to act on behalf of the UNE-P ALEC. In addition, Sprint would incur costs to institute a process for providing UNE-P usage information to the terminating carrier so the terminating carrier could bill the UNE-P carrier directly, based on the UNE-P carrier's local calling area and not Sprint's. The UNE-P ALEC will also incur implementation costs. None of these complex implementation issues are addressed by the language proposed by AT&T to reflect the Commission's order.

ARBITRATION ISSUE 6

Definition of Local Traffic

(Definitions, Part A, Section; Network Interconnection, Part E, Section 4.1)

Issue: How should AT&T and Sprint define Local Traffic for purpose of their interconnection agreement?

The FCC amended the definition of telecommunications traffic subject to reciprocal compensation in the ISP Remand Order. In that order, the term "local" was removed from the rule so that the rule now essentially states that all telecommunications traffic is subject to reciprocal compensation except for traffic *"that is interstate or intrastate exchange access, information access, or exchange services for such access."*¹⁹

Sprint agrees that local traffic is subject to reciprocal compensation but does not agree that traffic that originates and terminates outside of the local calling area is "local," as that term is generally understood by most parties. If AT&T is attempting to develop a single term for traffic subject to reciprocal compensation, Sprint simply suggests that the

¹⁹47 C.F.R. §51.701(b)(1)

term “local” be defined by where a call originates and terminates rather than by describing what type of traffic it is not.

ARBITRATION ISSUE 7
Voice Over Internet Protocol
(Network Interconnection, Part E, Section 4.1.2)

Issue: What is the appropriate compensation for traffic exchanged between the Parties that originates and terminates to Enhanced Service Providers, including those providing Internet protocol (VOIP) telephone?

The language that Sprint has proposed for the parties’ interconnection agreement provides that “calls that are originated and terminated by telephone, but are transmitted via the internet network shall be compensated in the same manner as voice traffic.” Contrary to AT&T’s representations, Sprint is not seeking a sweeping pronouncement relating to all Internet protocol services. The agreement language to address phone-to-phone voice over internet protocol services that Sprint proposes seeks to close a loophole being used by various carriers to avoid payment of access charges.

This issue has been raised before the FPSC in prior proceedings in which the Commission has declined to rule. AT&T opposes the inclusion of Sprint’s language and instead proposes that the parties leave the issue in limbo until the FCC acts on a request for declaratory ruling AT&T filed in January with that agency.²⁰ In the meantime, Sprint is concerned that interexchange carriers will continue to use and expand their use of this technology to effectively attack the existing access charge regime by creating doubt as to the applicability of those charges.

²⁰ See, *In the Matter of Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-301. Also of interest is another request for declaratory statement currently pending before the FCC, *In the Matter of pulver.com Petition for Declaratory Ruling*, WC Docket No. 03-45.

IP telephony previously was considered by the FPSC in the Generic Reciprocal Compensation docket. At that time (July 2001) Sprint, along with other participants, filed a Joint Position Statement that encouraged the FPSC to delay establishing a compensation scheme for “IP Telephony.” Since that time, Sprint has become aware of a variety of network arrangements deployed by carriers using IP transport for interexchange telecommunications that originate and terminate not over access trunks, but over local interconnection trunks and other facilities, avoiding access charges. The Commission’s decision in the generic reciprocal compensation docket did nothing to prohibit carriers from raising the issue in specific arbitration or complaint proceedings. In the generic proceeding, the Commission indicated its reluctance to make a specific decision because “*IP telephony is a relatively nascent technology with limited market application at this time*”²¹ but concluded that “*if a LEC believes a particular provider has misclassified its IP based service to avoid access charges, the LEC may seek relief from the Commission.*”²² The Commission clearly stated that it has the authority to resolve intercarrier compensation issues involving IP telephony.²³

There is little doubt that today carriers are using IP transport technology to evade paying access charges. The information provided in the previous dockets before the FPSC, the Commission staff workshop held earlier this year, and the evidence filed in the current FCC proceedings substantiate this fact. This Commission has recognized that the technology used to transport a call should not have any bearing on intercarrier

²¹ Generic Reciprocal Compensation Order at page 38

²² Generic Reciprocal Compensation Order page 38

²³ Generic Reciprocal Compensation Order page 39. The Commission reaffirmed this position in its disposition of a Petition for Declaratory Statement filed by a VOIP provider. *In re: Petition of CNM Network, Inc. for Declaratory Statement Regarding Florida Public Service Commission Jurisdiction*, Docket No. 021061-TP, Order No. PSC-02-1858-FOF-TP issued December 31, 2002.

compensation.²⁴ In prior proceedings, the Commission has declined to act on the basis that VOIP is an emerging technology with limited market application.²⁵ Sprint does not believe that either of these two criteria (emerging technology and limited market application) is applicable to phone-to-phone IP telephony in the context of this arbitration.

AT&T has proposed that the parties agree to defer a resolution of this issue until the FCC issues a ruling regarding the appropriate treatment of VOIP traffic. There is no guarantee that the FCC will rule on this issue during the term of this agreement. Realistically, there are several larger dockets before that agency that are taking the majority of its time and Sprint's discussions with FCC staff do not provide any hope of swift resolution. Sprint believes the Commission clearly has the jurisdiction and obligation to address this issue in an arbitration proceeding²⁶ and that the resolution of the issue for the purposes of the parties' interconnection agreement is critical, given that the use of phone-to-phone IP telephony and the avoidance of access charges is growing by the day. Sprint does not agree to a deferral and requests that this issue be resolved in this arbitration and that the commission require the payment of access charges for phone-to-phone telephony as provided for in Sprint's tariffs and applicable law.

²⁴ See, *In re: Petition of BellSouth Telecommunications, Inc. for Section 252(b) arbitration of interconnection agreement with Intermedia Communications, Inc.*, Docket No. 991854, Order No. PSC-00-1509-FOF-TP issued August 22, 2000. See also, Generic Reciprocal Compensation Order at page 36.

²⁵ Generic Reciprocal Compensation Order at page 37.

²⁶ 47 U.S.C. §252(b)(4)(C) See also, *WorldCom Telecommunications Corp. v. BellSouth Telecommunications, Inc.*, Order on the Merits, issued June 6, 2000, in Case No. 4:97cv141-RH.

ARBITRATION ISSUE 8
ISP-Bound Traffic
(Network Interconnection, Part E, Section 4.2.1)

Issue: Should ISP-Bound Traffic be limited to calls to an information service provider or internet service provider which are dialed by using a local call dialing pattern?

AT&T has proposed language for the parties' interconnection agreement that provides that any ISP-bound call should be compensated according to the rates set forth in FCC's ISP Remand Order, regardless of whether the call would otherwise be a local call (that is terminated via a local dialing pattern) or a toll call (that is terminated using a toll dialing pattern). AT&T appears to base its position on the FCC's determination in the ISP Remand Order that all ISP-bound traffic is jurisdictionally interstate, whether or not the call technically terminates within a local calling area. Sprint believes that the FCC's ISP Remand Order cannot be logically interpreted to support AT&T's position.

The tie between ISP-bound and local traffic (calls dialed with a local dialing pattern) is clear and, as a practical matter, most parties reach their ISP via a local dialing pattern. The ISP Remand Order did not specifically address situations where a party reaches its ISP via a toll dialing pattern, largely because it was generally accepted in the industry that such calls were long distance calls, subject to applicable toll charges. The issue before the FCC in the ISP Remand Order was the appropriate intercarrier compensation scheme for ISP-bound calls that would otherwise be considered local calls, and subject to reciprocal compensation principles and mechanisms.

The purpose of the ISP Remand Order was to address the question of whether ILECs should pay ALECs reciprocal compensation for ISP-Bound traffic originated by the ILEC and terminated by the ALEC to an ISP provider that was technically within the

ILEC's local calling area. Prior to the release of the ISP Remand Order, the FCC's rules stated that reciprocal compensation applied to the transport and termination of "local telecommunications traffic." In the ISP Remand Order, the FCC quoted from its previous Declaratory Ruling stating that, "*an ISP's end-user customer typically accesses the Internet through an ISP server located in the same local calling area. Customers generally pay their LEC a flat monthly fee for use of the local exchange network, including connections to their local ISP.*"²⁷ In addition, in ¶90 of the ISP Remand Order the FCC states that it sees "no reason to impose different rates for ISP-bound and voice traffic" and concludes that it was "unwilling to take any action that results in the establishment of separate intercarrier compensation rates, terms, and conditions for local voice and ISP-bound traffic." AT&T's position that ISP-bound toll traffic be treated more favorably than voice toll traffic in regards to intercarrier compensation is not supported by the clear terms of the ISP Remand Order and therefore should be rejected.

ARBITRATION ISSUE 9
Transport of ISP-Bound Traffic
(Network Interconnection, Part E, Section 4.2.5)

Issue: Should AT&T be required to compensate Sprint for the transport of ISP-Bound Traffic between Sprint's originating local calling area and Sprint's POI?

AT&T couches this dispute in terms of the parties' compensation obligations for the costs of transporting Sprint-originated ISP-bound traffic to AT&T's POI within the LATA, but outside Sprint's local calling area. However, the resolution of intercarrier compensation obligations is not based solely on the selection of a § 251(c)(2) POI, but is also impacted by the type and jurisdiction of the traffic transported to and exchanged at the POI. For instance, Sprint expects that AT&T would agree that exchange access

²⁷ ¶10, ISP Remand Order

traffic should also be exchanged at the POI and that neither carrier has an obligation to transport originating exchange access traffic to the POI without being compensated. In that case, the originating carrier would bill the appropriate interexchange carrier.

AT&T proposes that Sprint should deliver all Sprint-originated, ISP-bound traffic to the POI and bear the cost of this transport without any compensation. In its petition AT&T states the basis of its position as FCC Rule § 51.703(b), which provides that for traffic subject to reciprocal compensation, a carrier may not assess charges for traffic that originates on its network. Since ISP-bound traffic is not traffic subject to reciprocal compensation, pursuant to the FCC's ruling in the ISP Remand Order, this rule does not apply to such traffic.

In addition, while neither AT&T's language or Sprint's language expressly uses the term "virtual NXX," in practical effect that is the nature of the ISP-bound traffic that AT&T's language is intended to encompass and that Sprint's language is contemplated to address. Sprint believes that AT&T intends its language to apply to Sprint-originated ISP-bound calls that, while dialed via a local dialing pattern, are transported to a POI outside of the local calling area and do not return. Instead, the calls will likely be routed beyond the POI to the ISP, perhaps even to another state. Sprint does not agree that it is obligated to absorb the cost of the transport of these ISP-bound calls to the POI, but rather Sprint believes that it is entitled to charge AT&T for such transport accordingly. Sprint's proposed language would require AT&T to compensate Sprint at TELRIC rates for the portion of the transport of ISP-bound traffic outside of Sprint's local calling area.

The Commission considered virtual NXXs in the Generic Reciprocal Compensation Order with respect to voice traffic. In that order, the FPSC determined

that virtual NXX service is a “*toll substitute service*”, that “*intercarrier compensation for calls to these numbers shall be based upon the end points of the particular calls*”, and “*that carriers shall not be obligated to pay reciprocal compensation for this traffic.*”²⁸

However, the Generic Reciprocal Compensation Order was not intended to address ISP-Bound traffic, meaning that the above ruling only applies to voice traffic.²⁹ Similarly, the Commission’s ruling in that same Order, namely that an originating carrier cannot charge for the cost of transport of the originating carrier’s traffic to a single POI³⁰ within a LATA, does not apply to ISP-Bound traffic. Sprint believes that its proposed language goes beyond what is strictly required in the Commission’s Generic Reciprocal Compensation Order for voice traffic, and that Sprint easily could have taken the position that access charges apply. Instead, Sprint has proposed to absorb the cost of the transport for ISP-bound traffic when it is within Sprint’s local calling area and only seeks payment when it is transported outside the local calling area and, then, at TELRIC rates.

ARBITRATION ISSUE 10
Direct End Office Trunking
(Network Interconnection, Part E, Section 6.1.4.2)

Issue: When should either AT&T or Sprint be required to install and retain direct end office trunking between an AT&T switching center and a Sprint end office?

Sprint is not certain that there is actually a dispute between the parties on this issue. Sprint’s proposed language in §6.1.4.2, to which AT&T apparently objects, applies where AT&T is interconnected at a Sprint tandem. The proposed language requires AT&T to establish direct trunks to a Sprint end office when the volume of local traffic exceeds 220,000 minutes of use. AT&T’s language proposes that direct trunks

²⁸ Generic Reciprocal Compensation Order at pp. 27-35.

²⁹ The parties filed a joint stipulation in Docket No. 000075-TP on March 27, 2002 deferring issues related to ISP traffic due to the release of the FCC ISP Remand Order.

must be established when traffic exceeds a single DS1 during the time consistent busy hour per month over a period of three consecutive months. Sprint's primary concern with AT&T's language is that it establishes a rigid timeline of three consecutive months when in reality the parties could mutually agree that the direct end office trunking should be established after a single month. In fact, this does occur today between Sprint and connecting carriers.

Sprint believes that the parties are not that far apart and that a reasonable resolution can probably be reached through further negotiation, making arbitration of this issue unnecessary.

ARBITRATION ISSUE 11
Indirect Interconnection

(Network Interconnection, Part E, Section 15.2 and 15.4.2.3)

Issue: When should each Party be required to establish a direct interconnection for Indirect Traffic?

The issue being disputed is what are the appropriate terms and conditions for AT&T and Sprint to interconnect indirectly and at what point should an indirect interconnection arrangement be converted to direct interconnection. AT&T asserts that indirect interconnection should be entirely at the discretion of the interconnecting carrier. Sprint maintains that when traffic levels reach a certain point, the interconnecting carrier should be required to establish a direct interconnection arrangement with the ILEC.

Pursuant to the Act, telecommunications carriers have a general duty to interconnect either directly or indirectly with the facilities and equipment of other telecommunications carriers.³¹ An indirect interconnection is one in which two carriers

³⁰ Generic Reciprocal Compensation Order at page 27.

³¹ 47 U.S.C. §251(a)(1) and 47 C.F.R. §51.100

are directly connected to another carrier, usually an ILEC, and use the third carrier's transit service (tandem switching and transport) to exchange traffic.

In an indirect arrangement AT&T will have a direct interconnection with a transit provider, which will likely be an ILEC other than Sprint. Sprint will have a direct interconnection with the same transit provider. Each will have a contract with the transit provider that will include the terms and conditions for the provision of transit service. Sprint expects that these terms and conditions will contain guidelines for when the transit services cease and a direct connection with another carrier is required. The terms that Sprint has included in §15.2 simply mirror the transit guidelines included in §13 of the agreement, which Sprint understands are not in dispute at this time.

As AT&T is the carrier requesting interconnection with Sprint, Sprint has proposed that AT&T establish a POI consistent with the FPSC rules and §251(c)(2) of the Act once the traffic between the two parties reaches the DS1 threshold. Sprint's proposal has been approved in concept in various proceedings, most notably the arbitration between Verizon Virginia and several ALECs, including AT&T.³²

AT&T has also proposed that bill and keep be the intercarrier compensation mechanism for traffic that the carriers exchange through an indirect interconnection arrangement. Sprint is willing to agree to a bill and keep compensation mechanism for

³² ¶¶115-121, *In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration; In the Matter of Petition of Cox Virginia Telecom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia, Inc. and for Arbitration; In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc.*, Memorandum Opinion and Order, CC 00-218, CC 00-249, CC 00-251, released July 17, 2002. Sprint recognizes that the FCC order is not legally binding in Florida, but the decision provides guidance on this issue and the same logic in reaching the result applies in this case.

traffic exchanged between AT&T and Sprint over the interconnection facility, as long as the DS1 threshold for establishing direct interconnection is agreed to and it is understood that the bill and keep compensation mechanism will also apply to the direct interconnection facility between each party and the transit provider.

STATEMENT OF SUPPLEMENTAL ISSUES

Sprint has identified the following additional issues that the parties have been unable to resolve through negotiation and, therefore, should be included with the issues to be arbitrated submitted by AT&T in its Petition.

ARBITRATION ISSUE NO. 12

Line Partitioning

(Unbundled Network Elements, Part D, Section 6.15.1)

Issue: Should Sprint be required to continue to provide its DSL service when AT&T provides the voice service to the customer?

Sprint's Position: Sprint believes that nothing in the Act or other state or federal law allows the Commission to require Sprint to continue providing its retail Fast Connect DSL service when a customer switches to AT&T for its voice service.

AT&T's Position: AT&T believes that Sprint is required to continue to provide its retail Fast Connect DSL service to a customer who switches to AT&T for voice service.

Discussion: It is Sprint's position that the Commission does not have the authority under federal or state law to order Sprint to continue to provide its retail Fast Connect DSL service to its customers when AT&T becomes the voice provider. Sprint's retail Fast Connect DSL service is an interstate service provided pursuant to its federal tariffs. The Commission has no authority to regulate this service. Furthermore, Sprint's practices relating to its retail Fast Connect DSL service are consistent with the provisions of federal law, based on applicable FCC rulings relating to line sharing and line splitting.

Likewise, Sprint's practices relating to its retail Fast Connect DSL service are not inconsistent with the relevant provisions of state law.

In addition, Sprint provides only the xDSL component of its retail Fast Connect DSL service, Earthlink provides the enhanced service portion. The Commission has no jurisdiction over Earthlink either through this arbitration proceeding or otherwise. Finally, AT&T is in no way impaired by Sprint's discontinuance of its Fast Connect customers when Sprint no longer provides the underlying voice service. Under terms already agreed upon by the parties (Unbundled Network Elements, Part D, Section 6.16) AT&T can provide xDSL via line splitting. (Line splitting means that AT&T acquires the loop but can partner with another ALEC to provide the xDSL service.) AT&T negotiated this agreed upon language aggressively to ensure that Sprint would allow the xDSL service to be provided by a separate provider.

ARBITRATION ISSUE NO. 13

Change-in-Law (Terms and Conditions, Part B, Section 1.6)

Issue: What are the parties rights and obligations following a Legally Binding Action (as defined by agreement of the parties in Section 1, Part B of the agreement) if such action is not stayed but still subject to review by the Commission, FCC or courts?

Sprint's Position: Sprint's position is that either party may initiate negotiations of an amendment to the agreement to implement an effective legislative, regulatory, or judicial decision, unless the decision has been stayed by the appropriate authority.

AT&T's Position: AT&T's position is that, even if the appropriate authority has declined to issue a stay of an otherwise effective decision, either party to the agreement may request that the Commission make a determination that the decision should not be

included in the agreement (effectively staying the issue as to AT&T and Sprint) until any pending appeals are concluded.

Discussion: The parties have already agreed that once a decision (legislative, regulatory, judicial or other legal action) is effective either party has the right to notify the other party and request re-negotiation of the affected provisions of the agreement to conform with the decision. The language already agreed to by the parties provides that if a decision is stayed then it does not constitute a Legally Binding Action as defined by the agreement. Subsequent to the parties reaching agreement on the issue, AT&T has added language that would allow either party to petition the Commission for a determination that the parties should delay implementing an otherwise Legally Binding Action (effectively staying the decision as to AT&T and Sprint). The parties already recognize in the definition of Legally Binding Action that a decision may be stayed by the appropriate body and that such stay would defer the ability to invoke the change-in-law provisions. AT&T proposals amount to a second opportunity to delay implementing an effective ruling, despite the appropriate authority's refusal to issue a stay. It appears from its proposal that AT&T wants a second bite at the apple when it disagrees with a Legally Binding Action.

AT&T's proposal adds another layer to the change-in-law process that would allow a reluctant party to delay implementation of a change in law by requesting a Commission decision as to whether the provision should be included. This proposal could delay implementation of effective decisions for years as any challenge works its way through the appeal process, despite the fact that the appropriate authority had not determined that a stay of the decision was warranted.

ARBITRATION NO. 14
Performance Measures (Performance Measures, Part H)

Issue: Should the terms and conditions of the Performance Measures approved by the Commission be incorporated by reference into the agreement or should separate terms and conditions be set forth in the agreement?

Sprint's position: The agreement should incorporate only those performance measures approved by the Commission for Sprint in Docket No. 000121B.

AT&T's Position: The language proposed by AT&T appears to require the inclusion of measurements in addition to the measurements adopted by the Commission for Sprint in Docket No. 000121B.

Discussion: Sprint's proposed agreement language relating to performance measures is a short paragraph requiring Sprint to comply with any commission ruling regarding performance measure, related incentive payments and any other relevant terms. AT&T specifically requires that Sprint obtain AT&T's written consent prior to deleting any performance measure and that Sprint update the performance measures quarterly. The Commission has issued a ruling regarding the requirements related to Performance measures for Sprint in Docket No. 000121B.³³ Sprint should not be subject to different performance measurement provisions in the AT&T agreement in addition to those determined by the Commission in a proceeding in which all interested parties, including AT&T, have had an opportunity to participate.

ISSUES IDENTIFIED BY AT&T AS OPEN ISSUES

AT&T's Petition declares (and the accompanying draft interconnection agreement indicates) that there are many open issues between the parties. AT&T does not designate

³³ *Investigation into the establishment of operations support systems permanent performance measures for incumbent local exchange telecommunications companies. (SPRINT-FLORIDA TRACK), Docket No. 000121B-TP, Order PSC-03-0067-PAA-TP*

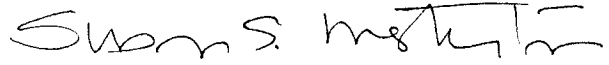
these open issues as arbitration issues, but attempts to reserve the right to arbitrate any of these issues during this process if the parties cannot come to resolution on such issues. Sprint agrees that it will continue to attempt to resolve the open issues with AT&T through negotiation. Sprint objects, however, to AT&T simply reserving the right to later insert those issues into this arbitration. AT&T has not described those issues in its petition with the positions of the parties on the unresolved issues as required by Section 252(b)(2)(a) of the Act. Sprint will be disadvantaged as the arbitration proceeds if AT&T is allowed to include issues throughout the process without giving Sprint the opportunity to respond.

Sprint is including in this Response as supplemental issues Arbitration Issues Nos. 12,13, and 14 (with a description of the parties' positions on those items). These are issues that AT&T identified as open, but for which it did not set forth the parties' positions. Sprint requests the Commission resolve these issues and the issues identified in AT&T's petition according to the authority in Section 252(b)(3) and (4)(a). All other issues designated as "open" by AT&T should not be arbitrated without giving Sprint an adequate chance to respond as allowed by Section 252(b)(3) of the Act.

CONCLUSION

Wherefore, for the reasons set forth herein, based on the evidence that will be presented on the record in this matter, Sprint requests that its positions with respect to the disputed issues be adopted and incorporated into the parties' interconnection agreement.

Respectfully submitted this 21st day of April 2003.



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ATTORNEYS FOR SPRINT



**MASTER INTERCONNECTION AND RESALE AGREEMENT
FOR THE STATE OF FLORIDA**

*Insert Date of Agreement
(leave blank until ready for final signature)*

[Insert CLEC Name]

and

Sprint – Florida, Incorporated

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the “Agreement”), entered into this _____ day of _____, 20____, is entered into by and between [*Insert CLEC Name*] (“CLEC”), a [*Insert State Name*] corporation, and [*Insert Sprint Company Name*] (“Sprint”), a [*Insert state of incorporation*] corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the “service” or collectively as the “services”).

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

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide such service; and

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

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

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

Now, therefore, in consideration of the terms and conditions contained herein, CLEC and Sprint hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Part A shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Service Request" ("ASR") means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between AT&T and Sprint for local interconnection. **(OPEN)**
- 1.4. "Access Services" means offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services. See also Exchange Access definition.
- 1.5. "Act" means the Communications Act of 1934, 47 U.S.C. § 151, et seq., as amended by the Telecommunications Act of 1996.
- 1.6. "Affiliate" is as defined in the Act, and means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.7. "Advanced Intelligent Network" ("AIN") means a telecommunications network architecture in which call processing, call routing, and network management are provided by means of centralized databases located at points in an incumbent local exchange carrier's network.
- 1.8. "Advanced Services" means services that provide high speed switched,

broadband, wireless, telecommunications capabilities that enable users to originate and receive high quality voice, data, graphics, or video telecommunications using any technology.

- 1.9. “Anchor”. For purposes of Part J, the term "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" includes only those anchors which are owned by Sprint, as distinguished from anchors which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.
- 1.10. “Anchor/guy strand”. For purposes of Part J, the term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 1.11. “Ancillary Functions” means services or facilities that Sprint offers to AT&T so that AT&T may obtain and use unbundled Network Elements or services to provide Telecommunications Services to AT&T’s Customers. Ancillary Functions include Collocation and Rights of Way, and may include other services or facilities.
- 1.12. “Applicable Law” means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any government regulations, including, but not limited to, the regulations and orders of the Federal Communications Commission (FCC) and the Commission as of the effective date.
- 1.13. Application. The process of requesting information related to records, pole and/or conduit availability, make-ready requirements, or collocation for Sprint owned facilities.
- 1.14. “Approval Date” is the date at which Commission approval of the Agreement is granted.
- 1.15. Assigned. For purposes of Part J the term “assigned”, when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority or is assigned pursuant to subsection 3.8 of Part J. To ensure the judicious use of poles and conduits, space “assigned” to a telecommunications service provider must be physically occupied by the service provider, be it Sprint or a new entrant, within twelve (12) months of the space being “assigned”.

- 1.16. "AT&T Switch Center" means any AT&T location having one or more switches used to provide local exchange service. **(OPEN)**
- 1.17. "AT&T's Third Party Vendor" - An AT&T Third Party Vendor is a vendor chosen by AT&T to perform all engineering and installation work required in a collocation space. AT&T's choice of a Third Party Vendor is not subject to any Sprint certified vendor program or a Sprint approved vendor list, however, AT&T's choice will be subject to Sprint/union contracts if such contracts are applicable to the specific location. AT&T is directly responsible for all work performed by the Third Party Vendor on AT&T's behalf including payment of all charges billed by the Third Party Vendor for services provided to AT&T.
- 1.18. "Augment" refers to a modification (increase/addition or decrease/reduction) to an existing collocation arrangement. Examples include but are not limited to changes to the space, cage, power, cross-connect cabling, conduit, vault, riser, or cabling associated with the collocation arrangement.
- 1.19. "Authorized Advanced Services Provider" means a certified CLEC, or any other entity, with whom AT&T has a relationship to provide services in the High Frequency Spectrum ("HFS") of a UNE local loop employed or ordered by AT&T.
- 1.20. "Automated Message Accounting (AMA)" means the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.
- 1.21. "Automatic Location Identification (ALI)" means a feature of emergency services (developed for E911) systems that provides the Public Safety Answering Point (PSAP) the subscriber's telephone number and address and the names of the Emergency Response agencies that are responsible for that address.
- 1.22. "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
- 1.23. "Automatic Number Identification (ANI)" means a feature that identifies and displays the number of a telephone line that originates a call.
- 1.24. "Automatic Route Selection (ARS)" is a service feature associated with a specific grouping of lines that provides for automatic selection of the least

expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

- 1.25. "Available" For purposes of Part J the term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.
- 1.26. "ATU - C" refers to an ADSL Transmission Unit - Central Office.
- 1.27. "Bona Fide Firm Order (BFFO)". For purposes of Part I, Bona Fide Firm Order (BFFO) means a formal confirmation from AT&T to Sprint to proceed with implementation of a quoted service or product, such as a collocation arrangement. **(OPEN)**
- 1.28. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.29. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.30. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.31. "Call Related Databases" means databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service.
- 1.32. "Calling Name (CNAM) Database" means the database which provides the name associated with the Calling Party Number received during call setup by the terminating local switch.
- 1.33. "Calling Party Number (CPN)" means the subscriber line number or the directory number contained in the calling party number parameter of the call set-up message associated with an interstate call on a Signaling System 7 network.
- 1.34. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.

- 1.35. "Sprint Central Office Building" or "CO" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.
- 1.36. "Central Office Switches" mean switching facilities within the public switched telecommunications 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.
 - 1.36.1. "End Office Switches" ("EOs") mean the central office switch from which the end user receives exchange service.
 - 1.36.2. "Tandem Office Switches", "Tandem" and "Tandem Switches" mean switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.36.3. "Remote Switches" mean a remotely controlled electronic end office switch, which obtains its processing capability from a host central office.
- 1.37. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.38. "Charge Number" means the delivery of the calling party's billing number in a Signaling System 7 environment by a local exchange carrier to any interconnecting carrier for billing or routing purposes, and to the subsequent de-livery of such number to end users.
- 1.39. "Collocation" means the right of AT&T to place equipment in Sprint's Central Offices or other Sprint locations in accordance with Applicable Law. This equipment may be placed via either a physical or virtual Collocation arrangement. With physical Collocation, AT&T obtains dedicated space to place and maintain its equipment. With virtual Collocation, Sprint will install and maintain equipment that AT&T provides to Sprint.
- 1.40. "Collocation Arrangement" refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing CLEC's equipment within the Premises.
- 1.41. "Collocation Space" shall mean an area of space located in a Building to be used by AT&T to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.42. "Combinations" and "Unbundled Network Element Combinations" mean two or more Network Elements purchased by AT&T in a combined form

(connected or joined together).

- 1.43. "Commission" means the Florida Public Service Commission.
- 1.44. "Common Channel Signaling (CCS)" means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.45. "Common Channel Signaling Access Service ("CCSAS")" means service which allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path.
- 1.46. "Common Transport" means transmission facilities shared by more than one Telecommunications Carrier including Sprint, between End Office Switches, between End Office Switches and Tandem Switches in the Sprint network. See also "Shared Transport" definition.
- 1.47. "Competitive Local Exchange Carrier ("CLEC")" means a competitive LEC and is not an incumbent LEC.
- 1.48. "Conduit" means enclosed tube, pathway, core drilled hole or protected trough that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, on bridges, inside buildings or attached to Poles as risers) and may contain one or more inner ducts. As used in this Agreement, the term "Conduit" refers only to Conduit owned by Sprint.
- 1.49. "Conduit Occupancy" or "Occupancy" means the presence of wire, cable, optical conductors, or other Facilities within any part of Sprint's Conduit System.
- 1.50. "Conduit System" means any combination of ducts, conduits, manholes, and handholes, and other rights of way joined to form an integrated whole. As used in Part J, the term refers to Conduit Systems owned by Sprint.
- 1.51. "Confidential and/or Proprietary Information" has the meaning set forth in Part A - General Terms and Conditions.
- 1.52. "Controlled Environment Vault" ("CEV") shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which contains network facilities suitable for collocation of telecommunications equipment.
- 1.53. "Control Office" mean an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.54. "Cooperative Testing" means Sprint's efforts to cooperate with AT&T upon request or as needed to ensure that all operational interfaces and processes are in place and functioning properly and efficiently for the

provisioning and maintenance of Network Elements so that all appropriate billing data can be provided to AT&T. **(OPEN)**

- 1.55. "Cost". The term "Cost" for purposes of Part J refers to charges made by Sprint to AT&T for specific work performed, and shall be (a) the actual charges made by subcontractors to Sprint for work and/or, (b) if the work was performed by Sprint employees, the rates set forth in Attachment 1 of this Agreement shall apply for such work, or (c) if the work is done by an AT&T Third Party Vendor hired by AT&T, the actual charges made by such contractors to AT&T. **(OPEN)**
- 1.56. "Cross Connection" means intra-wire center channel connecting separate pieces of telecommunications equipment.
- 1.57. "Currently Combined" network elements shall mean that the particular network elements requested by AT&T are in fact already combined by Sprint in the Sprint network.
- 1.58. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include but are not limited to: Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing."
- 1.59. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.60. "Customer Premises Equipment" means equipment employed on the premises of a person (other than a carrier) to originate, route, or terminate telecommunications.
- 1.61. "Dark Fiber" or "Unbundled Dark Fiber" means an optical transmission facility without attached multiplexing, aggregation or other electronics. It is fiber optic cable that connects two points within Sprint's network that has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services.
- 1.62. "Date of Occupancy" shall mean the date on which AT&T first occupies the Collocation Space pursuant to this Agreement.
- 1.63. "Database Management System (DBMS)" means a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.64. "Dedicated Transport" means an incumbent LEC transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting

telecommunications carriers.

- 1.65. "Demarcation Point (Loop)" means that point on the loop where the telephone company's control of the wire ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins.
- 1.66. "Dialing Parity" means that a person who is not an affiliate of a LEC is able to provide Telecommunications Services in such a manner that customers have the ability to route automatically, without the use of any access code, their telecommunications to the Telecommunications Services provider of the customer's designation from among two or more Telecommunications Services providers (including such LEC).
- 1.67. "Digital Cross Connect (DSX) Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.
- 1.68. "Digital Cross-Connect System (DCS)" means a function that provides electronic cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities.
- 1.69. "Digital Signal" means one of several transmission rates in the time-division multiplex hierarchy.
- 1.70. "Digital Subscriber Line Access Multiplexer" ("DSLAM") means equipment that links end-user xDSL connections to a single high-speed packet switch, typically Asynchronous Transfer Mode or Internet Protocol.
- 1.71. "Directory Assistance Database" means any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.72. "Directory Assistance Services" means providing listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.73. "Directory Listings" means subscriber information (*i.e.*, name, address and phone numbers) that is published in traditional white page directories.
- 1.74. "Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.
- 1.75. "Distribution Media" means an outside plant facility that provides connectivity between a NID and the FDI.
- 1.76. "Distribution" provides connectivity between the NID component of Loop Distribution and the terminal block on the subscriber-side of a Feeder Distribution Interface ("FDI").

- 1.77. "Duct" is a single enclosed path to house facilities to provide Telecommunications Services.
- 1.78. "Enhanced 911 Service (E911)" means automatically routing a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and providing to the attendant with the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.79. "Effective Date" means the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.80. "8YY" when used within this Agreement means the initial 3 digits dialed in a toll free service offering (free to the dialing party), where YY represents the same number in both the second and third position (e.g. 800, 888, 877)
- 1.81. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.82. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.83. "Emergency Service Number (ESN)" is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.84. "Exchange Message Interface ("EMI") System" means the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions)."
- 1.85. "End Date" means the date this Agreement terminates as referenced in this Agreement.
- 1.86. "Enhanced Extended Link ("EEL")" means the combination of the NID, an unbundled Loop and unbundled Dedicated Transport network elements.
- 1.87. "Equipment Space" means the space in the AT&T Central Office in which Sprint's equipment is or is to be located.
- 1.88. "Exchange Access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.
- 1.89. "Exchange Message Record (EMR)" means the standard used for

exchange of telecommunications message information among LECs for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record or its successors, which is published by Telecordia and defines the industry standard for EMRs. **(OPEN)**

- 1.90. "Extended Area Service (EAS)" means an extension of local calling areas as defined in a LECs tariff.
- 1.91. "FCC" means the Federal Communications Commission.
- 1.92. "Feeder Distribution Interface (FDI)" means a device that terminates the Distribution Media and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company Central Office.
- 1.93. "Gateway"("ALI GATEWAY") is a telephone company computer facility that interfaces with AT&T's 911 administrative site to receive Automatic Location Identification ("ALI") data from AT&T. Access to the Gateway will be via a dial-up modem using a common protocol. **(OPEN)**
- 1.94. "Governmental Authority" means any federal, state, local, foreign or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative or judicial authority with jurisdiction over the subject matter herein.
- 1.95. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.96. "High Frequency Spectrum Unbundled Network Element" ("HFS UNE") means the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions.
- 1.97. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.98. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.99. "Industry Standard Technical Reference" means the most current version of any technical reference, technical publication, AT&T practice, Sprint practice, Telcordia practice, publication of telecommunications industry administrative or technical standards, or other similar document, which is specifically incorporated into or referenced by this Agreement.
- 1.100. "Information Service" means offering of a capability for generating,

acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a Telecommunications Service.

1.101. ISP-Bound Traffic

Sprint's proposed language:

"ISP-Bound Traffic" for the purposes of this Agreement, is traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties and is originated and terminated to an ISP that is located within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs.

AT&T's proposed language:

"ISP-Bound Traffic for the purpose of this Agreement, is defined as traffic that is delivered to an information service provider or Internet Service Provider (ISP), and may or may not originate and terminate within a Local Calling Area.–

- 1.102. "Inner Duct" or "Conduit" means to a pathway created by subdividing a duct into smaller channels.
- 1.103. "Interconnection" is the linking of two networks for the mutual exchange of traffic. (OPEN)
- 1.104. "Interexchange Carrier (IXC)" means a provider of interexchange Telecommunications Services.
- 1.105. "Integrated Services Digital Network (ISDN)" is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel.
- 1.106. "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.
- 1.107. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office. Upon implementation of Local Number Portability, defined herein, INP services will be discontinued.

- 1.108. "Joint User". The term "Licensee" for purposes of Part J means a party which has entered into an agreement with Sprint to attach facilities owned by the requesting party to the poles, ducts, conduits and rights-of-way owned by the other party.
- 1.109. "Lashing". The term "Licensee" for purposes of Part J means the attachment of a sheath or inner-duct to a supporting strand.
- 1.110. "License". The term "License" for purposes of Part J refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by Sprint prior to the date of this Agreement.
- 1.111. "Licensed Facilities" means equipment and cable installed in an AT&T central office under a Space License.
- 1.112. "Licensee". The term "Licensee" for purposes of Part J refers to AT&T, where AT&T has entered into an agreement or arrangement with Sprint permitting AT&T to place its facilities in Sprint's conduit system or attach its facilities to Sprint's poles or anchors. Licensee and AT&T may be used interchangeably throughout Part J.
- 1.113. "Line Information Data Base (LIDB)" means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.114. "Line Sharing" means use of the HFS of the local loop by AT&T or a Third Party CLEC to provide Advanced Services to subscribers where Sprint is providing the underlying voice service.
- 1.115. Line Splitting is where a requesting carrier utilizes the full frequency spectrum of an unbundled loop to provide both voice and advanced services. Line splitting also includes an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over the HFS.
- 1.116. "Live Load Capacity" as it relates to a CLEC's collocation space refers to the structural strength of the floor to support the weight of CLEC's property and equipment installed in the collocated space.
- 1.117. License Owned Equipment "LOE" shall mean AT&T-owned equipment.
- 1.118. "Local Access And Transport Area (LATA)" means a contiguous geographic area established before the date of enactment of the Telecommunications Act of 1996 by a Bell Operating Company such that no exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or established or

modified by a Bell Operating Company after such date of enactment and approved by the Commission.

1.119. "Local Calling Area"

Sprint's proposed language:

"Local Calling Area" for purposes of Section 4, Part E Local Calling Area shall mean Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs.

AT&T's proposed language:

"Local Calling Area" for the purpose of this Agreement, unless otherwise mutually agreed to by the Parties, is defined as the originating carrier's retail local calling area.

- 1.120. "Local Exchange Carrier (LEC)" means any person that is engaged in the provision of telephone exchange service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the Commission finds that such service should be included in the definition of such term.
- 1.121. "Local Exchange Routing Guide (LERG)" means a Telecordia reference document used by LECs and IXC's to identify NPA-NXX routing and homing information.
- 1.122. "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.123. "Local Number Portability (LNP) Database" means a database which supplies routing numbers for calls involving numbers that have been ported from one local service provider to another.
- 1.124. "Local Routing Number (LRN) Unconditional Trigger (also known as Non-Conditional Trigger, 10-Digit Trigger, or Transition Mechanism)" allows a LNP query to be launched at the donor and/or recipient switch(es) to minimize outages during the porting process (see ATIS, TRQ No. 2. *Technical Requirements for Number Portability - Switching Systems*, April 1999 or its successors).
- 1.125. "Local Service Request (LSR)" means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.

1.126. “Local Switching” is defined in Section 51.319(c).

1.127. “Local Traffic”

Sprint’s proposed language:

“Local Traffic” for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within the Local Calling Area. For this purpose, Local Traffic does not include any ISP-Bound Traffic.

AT&T’s proposed language:

“Local Traffic” for the purposes of this Agreement, means all telecommunications traffic, as defined in the Act, except for exchange access traffic subject to Section 251(g) of the Act, and ISP Bound Traffic.

- 1.128. “Loop” or (“Local Loop”) means a transmission facility between a distribution frame (or its equivalent) in Sprint’s Central Office and the Loop Demarcation Point (marking the end of Sprint’s control of the Loop) at an End-User Customer premises, including inside wire owned by Sprint. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity Loops.
- 1.129. “Loop Concentration/Multiplexing” means the Network Element that: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (*e.g.*, analog to digital and digital to analog signal conversion); and (5) in some instances performs electrical to optical (“E/O”) conversion.
- 1.130. “Loop Distribution” provides connectivity between the NID component of Loop Distribution and the terminal block on the subscriber-side of a Feeder Distribution Interface (“FDI”). See also “Distribution”

- 1.131. "Loop Feeder" is the portion of outside loop plant that provides connectivity between: (1) a Feeder Distribution Interface ("FDI") associated with Loop Distribution and a termination point appropriate for the media in a Central Office; or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a Central Office.
- 1.132. "Maintenance Duct" means a Duct (typically 4-inches in diameter) or inner Duct so designated that if a cable in another duct fails, a temporary cable may be placed in the maintenance duct and spliced into the damaged cable, which may be used by Sprint , AT&T, or joint users on a short-term basis for maintenance, repair, or emergency restoration activities.
- 1.133. "Make Ready Work" refers to all work performed or to be performed to prepare Sprint's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of AT&T's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate AT&T's facilities and not to meet Sprint's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of Sprint's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of AT&T's facilities. **(OPEN)**
- 1.134. "Manhole/Handhole" refers to an enclosure, typically below ground level and entered through a hole on the surface covered with a cast iron or concrete composite cover, which personnel may enter for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure, which is significantly smaller in diameter and depth and utilized primarily in direct buried cable installations and is typically flush mounted with the ground grade.
- 1.135. "Meet Point Traffic" means calls sent to or received from a Switched Access customer (i.e. an IXC that is not a Party to this Agreement) that are connected through the other Party's Access Tandem. **(OPEN)**
- 1.136. "Mid-Span Fiber Meet" means interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable Facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility. **(OPEN)**
- 1.137. "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by

two or more providers or by one provider in two or more states within a single LATA.

- 1.138. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.139. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.140. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.141. "Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, function 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.
- 1.142. "Network Interface Device ("NID")" means any means of interconnection of end-user customer premises wiring to the incumbent LEC's distribution plant, such as a cross connect device used for that purpose.
- 1.143. "Not Typically Combined" network elements shall mean that the particular network elements requested by AT&T are not elements that Sprint combines for its use in its network.
- 1.144. "Non-Voice Grade Loop" (**OPEN**)
- 1.145. "Numbering Plan Area (NPA)" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized

telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

- 1.146. “NXX,” “NXX Code,” “NNX,” “COC,” “Central Office Code,” or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.147. “OBF” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)
- 1.148. Occupancy. For purposes of Part J the term “occupancy” shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.
- 1.149. “Operations Support Systems (OSS)” means Sprint’s systems that are used for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, which are supported by Sprint’s databases and information. **(OPEN)**
- 1.150. “Operator Services” means any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call.
- 1.151. “Ordinarily Combined” network elements shall mean that the particular network elements requested by AT&T are not already combined by Sprint in the location requested by AT&T but are elements that are typically combined in Sprint’s network.
- 1.152. “Originating Line Information (OLI)” means SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.153. “Outside Cable Duct” shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.154. “Overlashing” means the ability to expand the capacity of existing facilities by tying facility conductors to existing support strands of cable on a pole to avoid placement of new support strand and a cable facility and occupying space on a pole. The “overlashed” attachment does not occupy separate space on the pole.
- 1.155. “Packet Switching Capability” Packet Switching Capability is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers (DSLAMs).

- 1.156. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to AT&T, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to AT&T as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.157. "P.005 Transmission Grade of Service" – means a trunk facility provisioning standard with the statistical probability of no more than five calls in 1000 blocked on initial attempt during the average busy hour.
- 1.158. "P.01 Transmission Grade Of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.159. "Parties" means, jointly, **[Insert Sprint Company Name]** and **[Insert CLEC Company Name]**, and no other entity, affiliate, subsidiary or assign. **(OPEN)**
- 1.160. "Party" means either **[Insert Sprint Company Name]** or **[Insert CLEC Company Name]**, and no other entity, affiliate, subsidiary or assign. **(OPEN)**
- 1.161. "Performance Measurement" means the metric or set of metrics for characterizing the quality, accuracy and/or timeliness of support delivered by Sprint to AT&T.
- 1.162. "Performance Measurement Result" means the numerical value produced through application of the appropriate methodology to the monthly monitoring data Sprint captures.
- 1.163. "Percent Local Usage (PLU)" means a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between the Parties over local interconnection trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.164. "Person acting on AT&T's behalf". For purposes of Part J the terms "person acting on AT&T's behalf," "personnel performing work on AT&T's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint

ventures. The terms "person acting on AT&T's behalf," "personnel performing work on AT&T's behalf," and similar terms specifically include, but are not limited to, AT&T, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by AT&T and their respective officers, directors, employees, agents, and representatives.

- 1.165. "Physical Collocation" means an offering by Sprint that enables AT&T to place its own equipment to be used for interconnection or access to unbundled Network Elements within or upon Sprint's Premises and as further defined in 47 C.F.R.51.5.
- 1.166. "Point of Interconnection" ("POI") means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between AT&T and Sprint for the local interconnection of their networks. **(OPEN)**
- 1.167. "Pole". For purposes of Part J the term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by Sprint, and does not include utility poles or anchors with respect to which Sprint has no legal authority to permit attachments by other persons or entities.
- 1.168. "Pole Attachment" means any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned by a utility.
- 1.169. "Port" means the termination point in the End Office Switch and includes a line card and associated peripheral equipment on an End Office Switch that serves as the hardware termination for line or trunk side Facilities connected to the End Office Switch. Each line side port is typically associated with one or more telephone numbers that serve as the subscriber's network address.
- 1.170. "Premises" means an incumbent LEC's central offices and serving wire centers, as well as all building or similar structures owned, leased, or otherwise controlled by an incumbent LEC that houses its network facilities; all structures that house incumbent LEC facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by an incumbent LEC that is adjacent to these central offices, wire centers, buildings, and structures.
- 1.171. "Pre-license Survey" For purposes of Part J the term "Prelicense Survey" means all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate AT&T's facilities and to determine what make-ready work, if any, is required to

prepare the pole, conduit or conduit system to accommodate AT&T's facilities.

- 1.172. "Pre-Order Loop Qualification" ("Loop Qualification") means an OSS function that includes supplying loop qualification information to AT&T as part of the Pre-ordering Process.
- 1.173. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.174. "Public Safety Answering Point" ("PSAP") means the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.
- 1.175. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or CLEC for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 1.176. "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.
- 1.177. "Release". For purposes of Part J "Release" means any spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.
- 1.178. "Remote Call Forward (RCF)" means an existing switch-based service that may be used to provide subscribers with limited service-provider Local Number Portability (LNP) by redirecting calls within the telephone network.
- 1.179. "Resold Service" see "Wholesale Service" below.
- 1.180. "Right-of-Way ("ROW")". The term "right-of-way" refers to the right to use the land or other property of Sprint to place poles, conduits, cables, other structures and equipment, or to provide passage to access such

structures and equipment. A Right-of-Way may run under, on, above, across, along or through public or private property or enter multi-unit buildings (including air space above public or private property) and may include the right to use Sprint owned or controlled building entrance facilities, building entrance links, equipment rooms, telephone closets, and/or building risers. **(OPEN)**

- 1.181. “Routing Point” means a location which Sprint or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an “End Office” location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.
- 1.182. “Small Exchange Carrier Access Billing (SECAB)” means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.183. “Service Control Point (SCP)” means a node in the Common Channel Signaling (CCS) network to which information requests for service handling, such as routing, are directed and processed.
- 1.184. “Service Control Point Databases (SCP- DB)” means a specific type of database Network Element 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.
- 1.185. “Selective Routing” is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.186. “Shared Transport” means transmission facilities shared by more than one Telecommunications Carrier including Sprint, between End Office Switches, between End Office Switches and Tandem Switches in the Sprint network.
- 1.187. Sheath. The term “sheath” refers to a single outer covering containing

communications wires, fibers, or other communications media.

- 1.188. "Signaling Link Transport" means a set of two or four dedicated 56 Kbps transmission paths between AT&T-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.
- 1.189. "Signaling System 7 (SS7) Network Interconnection" means interconnection of AT&T local Signaling Transfer Point Switches (STPSs) and AT&T local or tandem switching systems with Sprint's STPs. This connectivity enables the exchange of SS7 messages among switching systems and databases.
- 1.190. "Signaling Transfer Point (STP)" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.191. "Single Point of Interconnection (SPOI)" is a facility that provides non-discriminatory access to all subloop elements and to all units in a multi-tenant environment.
- 1.192. "Space License" means a license to Sprint to situate equipment in the AT&T central office and to utilize AT&T site support services in the AT&T central office for such equipment, such as power, heating, ventilation, air conditioning and security for the sole purpose of delivering I-Traffic to AT&T for completion. **(OPEN)**
- 1.193. Spare Capacity. For purposes of Part J the term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by Sprint, AT&T, or a third party for maintenance, repair, or emergency restoration.
- 1.194. "Splitter" means a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.195. "Street Index Guide (SIG)" is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.
- 1.196. "Subloop" means any portion of the loop that is technically feasible to access at terminals in the incumbent LEC's outside plant, including inside wire.

- 1.197. "Subscriber List Information" means any information (a) identifying the listed names of subscribers of a carrier and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (b) that the carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format.
- 1.198. "Supporting Strand" means Anchor/Guy Strand or wire to which a cable is attached.
- 1.199. "Switched Access" means offering of access to services or facilities for the purpose of the origination or termination of traffic from or to exchange service customers in a given area pursuant to a switched access tariff. Switched Access services include but are not limited to: Feature Group A (FGA), Feature Group B (FGB), Feature Group C (FGC), Feature Group D (FGD), Toll Free Service, 700 and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.
- 1.200. "Synchronization" also known as Network Synchronizations – The purpose of Network Synchronization (NS) is to force switching equipment with synchronous interfaces to use a clocking signal that is traceable to a higher stratum source. Stratum timing is necessary to ensure all information is sent and received at the precise frequencies. Also, NS is essential to pass digital signals between Time Division Multiplexing (TDM) and ATM devices.
- 1.201. "Synchronous Optical Network (SONET)" means an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.202. "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).
- 1.203. "Tariff" means a filing made at the state or federal level for the provision of Telecommunications Services that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.204. "Technically Feasible" shall mean the absence of technical or operational concerns which prevent the fulfillment of a request for interconnection to Network Elements, Collocation and other methods of achieving interconnection or access to Network Elements and does not include consideration of economic, accounting, billing, space, or site considerations, except that space and site concerns may be considered in circumstances where there is no possibility to expand the space available.

- 1.205. "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.
- 1.206. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act).
- 1.207. "Telecommunication Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available to the public, regardless of the facilities used.
- 1.208. "Third Party / Third Parties" means persons and entities other than AT&T and Sprint . Use of the term "Third Party" does not signify that any such person or entity is a Party to this Agreement or has any contractual rights hereunder.
- 1.209. "Toll Free Number Database" means the Service Control Point Database (SCP-DB) that provides functionality necessary for toll free (e.g., 800, 877, 888) number services by providing routing information and additional features during call set-up in response to queries from switching services ports (SSPs).
- 1.210. "Toll Free Service means service provided with any dialing sequence that invokes toll-free, i.e., 800-like, service processing utilizing the toll free service 800/888 NPA sac codes. **(OPEN)**
- 1.211. "Transit Service" means the delivery of Transit Traffic.
- 1.212. "Transit Traffic" means the delivery of local traffic by AT&T or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/non EA intraLATA interconnection trunks.
- 1.213. "Unbranded" means the absence of any identification of the service provider to the subscriber.
- 1.214. "Unbundled Dark Fiber" see "Dark Fiber" above.
- 1.215. "Unconditional Trigger (also known as Non-Conditional or 10-Digit Trigger)" means a transition mechanism that allows a switch to launch a Local Number Portability (LNP) query on a telephone number and route on the basis of the response to the query even though the number is allocated on the switch. A standard conditional Local Routing Number (LRN) trigger suppresses queries when the number is provisioned on the switch.
- 1.216. "Vault" means an enclosure, other than Manholes or handholes, which house wires, cables, optical conductors, associated hardware, and other equipment. Vaults are usually located underground and may be separate

structures (e.g., controlled environment Vaults), above ground huts or located within a larger structure or building, such as a Central Office (e.g., Central Office “entrance facility” Vaults).

- 1.217. “Virtual Collocation” is as defined in 47 C.F.R. 51.5.
- 1.218. “Voice Grade Loops” are analog loops that facilitate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the CLEC’s customer’s premises.
- 1.219. “Voluntary Federal Customer Financial Assistance Programs” means subsidized local Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.
- 1.220. “Wholesale Service” means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate. See also “Resold Service”
- 1.221. “Wire Center” denotes a building or space within a building which serves as an aggregation point on a given carrier’s network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and Access Services, are located.
- 1.222. “xDSL” means a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B

GENERAL TERMS AND CONDITIONS

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PART B – GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement sets forth the terms, conditions and prices under which Sprint agrees to provide to AT&T interconnection of Sprint's network to the network of AT&T, reciprocal compensation for the transport and termination of Telecommunications Services, unbundled Network Elements, and Telecommunications Services for resale pursuant to Applicable Law. This Agreement includes Parts A through J, and all accompanying Appendices, Attachments or Schedules. Unless otherwise provided in this Agreement, Sprint will perform all obligations hereunder throughout its entire service area. The Network Elements, Combinations or services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or services provided by Sprint or to any Network Elements, Combinations or services provided by AT&T itself or by any other Telecommunications Carrier, to the extent permitted by Applicable Law and as provided for in this Agreement.
- 1.2. To the extent permitted by Applicable Law, Sprint may discontinue any Interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder after providing AT&T with thirty (30) days prior written notice (or other longer notice as may be required by Applicable Law). Sprint agrees to cooperate with AT&T and the Commission and/or other appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. Sprint shall provide notice of network changes and upgrades in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations and as otherwise provided in this Agreement. **(OPEN)**
- 1.3. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and AT&T shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 1.4. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any legally binding legislative, regulatory, judicial or other legal action ("Legally Binding Action") that

materially affects the terms and conditions of this Agreement, either Party may, by providing ninety (90) days written notice to the other Party, require that such terms be renegotiated and the parties shall negotiate in good faith such mutually acceptable new terms as may be required. For purposes of this §1.4, Legally Binding Action means that the legal ruling is in effect and has not been stayed; no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed. Any rates or terms resulting from such Legally Binding Action shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Legally Binding Action, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such Legally Binding Action or the resulting appropriate changes to this Agreement, either party may invoke the Dispute Resolution provisions of §21 hereof, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under Applicable Law.

- 1.5 During the pendency of any renegotiation or dispute resolution pursuant to §§1.3 and 1.4 hereof, the Parties shall continue to perform their obligations in accordance with the terms and conditions in this Agreement (and in the manner required prior to the alleged Legally Binding Action that materially affects the terms and conditions of this Agreement), unless the Commission, the FCC, or a court of competent jurisdiction determines with particularity that modifications to this Agreement are required to bring it into compliance with the Act, in which case the Parties shall perform their obligations in accordance with such determination or ruling. (OPEN)

- 1.6 *Sprint's Proposed Language:*

On May 24, 2002, the D.C. Circuit Court of Appeals issued its opinion in U. S. Telecom Assn. V. FCC, No. 00-1012, vacating the FCC's order In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98, 14 FCC Rcd 20912 (1999). Notwithstanding any other provisions in this Agreement, Sprint reserves its right to request renegotiation of any provisions of this Agreement affected by the D.C. Circuit Court decision after the effective date of this decision.

AT&T's Proposed Language:

Additionally, either Party may petition the Commission for a determination during any portion of the period during which a Legally Binding Action as defined in §1.4 above remains subject to review by the Commission, the FCC or the courts, and has not yet become final and non-reviewable, that the Parties should defer the renegotiation of mutually acceptable new terms or any related Dispute Resolution activity, described in §1.4 hereof.

2. TERM AND TERMINATION.

- 2.1 This Agreement shall be deemed effective upon the Effective Date; provided, however, that if AT&T has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties, provided AT&T has established a customer account with Sprint and has completed the Implementation Plan described in §30 hereof. **(OPEN)**
- 2.2 Except as provided herein, Sprint and AT&T agree to provide products and services to each other under the terms of this Agreement during the period from the Effective Date through and including _____ (the "End Date"). **(OPEN)**
- 2.3 In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof, except that for billing dispute(s) the alleged default must be cured in sixty (60) days. **(OPEN)**
- 2.4 AT&T may elect at any time to terminate this Agreement in its entirety at AT&T's sole discretion, upon ninety (90) days written notice to Sprint. Each Party agrees to cooperate in an orderly and efficient transition to AT&T or another vendor. Sprint further agrees to work cooperatively to facilitate the orderly transition to AT&T or another vendor such that the level and quality of the service(s), Interconnection, Network Element(s) or Telecommunication Service(s) is not degraded, and to exercise its reasonable efforts to effect an orderly and efficient transition. AT&T will continue to pay for service(s), Interconnection, or Network Element(s) or Telecommunication Service(s) until of the same are terminated or transitioned to another vendor. Additionally, AT&T shall reimburse Sprint for additional costs incurred by Sprint as a result of such transition.

- 2.5 AT&T may terminate any service(s), Interconnection, Network Element(s) or Telecommunication Service(s) provided under this Agreement upon thirty (30) days prior written notice to Sprint, unless a different notice period or different conditions are specified in this Agreement for termination of such service(s), Interconnection, Network Element(s) or Telecommunication Service(s), in which event such specific period and conditions shall apply. **(OPEN)**
- 2.6 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 2.7 Upon the End Date of this Agreement as set forth in §2.2 hereof, if the Parties are in negotiations under Sections 251 and 252 of the Act, or have an arbitration pending before the Commission or the FCC pursuant to Section 252 of the Act, then Sprint shall continue to provide AT&T with services, Interconnection, Network Element(s) or Telecommunication Service(s) previously provided under this Agreement after the End Date under the same terms as the expired Agreement. AT&T shall not be obligated to provide Sprint with written notice of its intent to start negotiations of any follow-on or subsequent Interconnection agreement until one day before the End Date. **(OPEN)**

3. CHARGES AND PAYMENT.

- 3.1 In consideration of the services provided by Sprint under this Agreement, AT&T shall pay the charges set forth in Attachments 1. The billing and payment procedures for charges incurred by AT&T hereunder are set forth in Part G.
- 3.2 Subject to the terms of this Agreement, the Parties shall pay invoices thirty (30) days after the bill date or by the due date shown on the invoice, but in no event shall such due date be less than thirty (30) days from the invoice date. For invoices not paid when due, late payment charges will be assessed under §3.4. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 3.3 Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with §22 hereof. Itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC") no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice.**(OPEN)**

- 3.4 Sprint will assess late payment charges to AT&T equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law for commercial transactions, of the balance due, until the amount due is paid in full. **(OPEN)**
- 3.5 Sprint reserves the right to secure payment from AT&T with a suitable form of security deposit, unless AT&T has established satisfactory credit through twelve (12) consecutive months of current payments or carrier services to Sprint and all Affiliates of Sprint. A payment is not considered current in any month if it is made more than thirty (30) days after the bill date. The terms of such security deposit shall be as follows: **(OPEN)**
- 3.5.1 such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint; **(OPEN)**
- 3.5.2 if a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service;**(OPEN)**
- 3.5.3 such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000; **(OPEN)**
- 3.5.4 The fact that a security deposit has been made in no way relieves AT&T from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint; **(OPEN)**
- 3.5.5 Sprint reserves the right to increase, and AT&T agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in AT&T's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit; **(OPEN)**
- 3.5.6 Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to AT&T, provided, however, Sprint may exercise its right to credit any cash deposit to AT&T's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of

credit, upon the occurrence of any one of the following events:
(OPEN)

- 3.5.6.1 when AT&T undisputed balances due to Sprint that are more than thirty (30) days past due; or **(OPEN)**
 - 3.5.6.2 when AT&T files for protection under the bankruptcy laws; or **(OPEN)**
 - 3.5.6.3 when an involuntary petition in bankruptcy is filed against AT&T and is not dismissed within sixty (60) days; or **(OPEN)**
 - 3.5.6.4 when this Agreement expires or terminates. **(OPEN)**
- 3.5.7 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to AT&T when AT&T has made current payments for carrier services to Sprint and all Sprint Affiliates for twelve (12) consecutive months. **(OPEN)**
- 3.5.8 For purposes of compliance with this § 3.5, Sprint agrees that AT&T has established satisfactory credit through twelve (12) consecutive months of current payments or carrier services to Sprint and all Affiliates of Sprint such that no security deposit shall be required of AT&T under this Agreement.**(OPEN)**

4. AUDITS.

- 4.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. 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 billed amounts. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of

the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld. **(OPEN)**

- 4.2 Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines). **(OPEN)**
- 4.3 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination. **(OPEN)**
- 4.4 Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 3.4above. **(OPEN)**
- 4.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement. **(OPEN)**

- 4.6 This §4 shall survive expiration or termination of this Agreement for a period of one (1) years after expiration or termination of this Agreement. **(OPEN)**

5. INTELLECTUAL PROPERTY RIGHTS.

- 5.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party (“Owned Intellectual Property”). 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 relative to such Owned Intellectual Property is granted to the other Party or shall be implied or arise by estoppel. However, to the extent a Party makes any such limited license to the other Party relative to such Owned Intellectual Property, such Party shall fully indemnify and hold the other Party harmless relative to the other Party’s use of such Owned Intellectual Property under this Agreement. **(OPEN)**
- 5.2 The Parties acknowledge that on April 27, 2000, the FCC released its Memorandum Opinion and Order in CC Docket No. 96-98 (File No. CCB Pol. 97-4), In the Matter of Petition of MCI for Declaratory Ruling, regarding obligations of incumbent local exchange carriers to obtain intellectual property rights from Third Party vendors (“Third Party Intellectual Property.”) The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decision and any remand thereof, including its right to seek legal review or a stay pending appeal of such decision. **(OPEN)**
- 5.3 Sprint agrees to use its best efforts to obtain rights for AT&T in Third Party Intellectual Property on terms and conditions that are equal in quality to the terms and conditions under which Sprint obtains rights to such Third Party Intellectual Property for itself so that AT&T may use products and services provided under this Agreement in the same manner as Sprint. **(OPEN)**
- 5.4 Sprint shall have no obligation to attempt to obtain for AT&T any Third Party Intellectual Property right(s) that would permit AT&T to use any products and services in a different manner than used by Sprint. **(OPEN)**
- 5.5 To the extent not prohibited by a contract with the Third Party vendor of the products or services sought by AT&T that contains Third Party Intellectual Property, Sprint shall reveal to AT&T the name of the Third

Party vendor, the Third Party Intellectual Property rights licensed to Sprint under the Third Party vendor contract and the terms of the contract (excluding cost terms). At AT&T's request, Sprint shall contact the Third Party vendor to attempt to obtain permission to reveal additional contract details to AT&T. **(OPEN)**

- 5.6 All of Sprint's costs associated with obtaining Third Party Intellectual Property rights for AT&T pursuant to Section §5 hereof, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the products and services to which the Third Party Intellectual Property rights relate and apportioned to all requesting carriers using such products and services, including Sprint. **(OPEN)**
- 5.7 Sprint hereby conveys no licenses to use such Third Party Intellectual Property rights and makes no warranties, express or implied, concerning AT&T's (or any other parties' rights) with respect to AT&T's use of such Third Party Intellectual Property rights and contract rights, including whether such rights will be violated by such any Interconnection or unbundling and/or combining of Network Elements (including combining) with AT&T's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Third Party Intellectual Property rights associated with such products and services are Third Party vendor licenses and warranties and are a part of the Third Party Intellectual Property rights Sprint agrees to use best efforts to obtain for AT&T pursuant to §5.3 hereof. **(OPEN)**
- 5.8 Sprint warrants that it has not and will not intentionally modify any existing license agreements with Third Party vendors for any facilities or equipment (including software) in whole or in part to disqualify AT&T from using or interconnecting with such facilities or equipment (including software) pursuant to the terms of this Agreement. To the extent that providers of facilities or equipment (including software) used by Sprint in the performance of this Agreement provide Sprint with indemnities covering liabilities for infringement, misappropriation or other violation of intellectual property rights, Sprint warrants that those indemnity protections flow through fully to AT&T. **(OPEN)**
- 5.9 Sprint will promptly inform AT&T of any pending or threatened claims relating to either party's Owned Intellectual Property or Third Party Intellectual Property, including without limitation any facilities or equipment (including software) used by Sprint in the performance of this Agreement, of which Sprint is aware, and will provide AT&T with periodic and timely updates of such notification as appropriate, so that AT&T receives maximum notice of any intellectual property risks that it may want to address. **(OPEN)**

- 5.10 Relative to Sprint's obligations to exercise best efforts to obtain rights in Third Party Intellectual Property for AT&T under §5.3 hereof, Sprint shall promptly notify AT&T in writing of (i) the specific facility or equipment (including software) in which Sprint is attempting to obtain rights in such Third Party Intellectual Property and, upon AT&T's written request, describe such best efforts in writing to AT&T. **(OPEN)**
- 5.11 In the event AT&T does not agree that Sprint has exercised best efforts, Sprint may seek a determination pursuant to the Dispute Resolution provisions of §21 hereof as to whether it has exercised such best efforts. **(OPEN)**
- 5.12 In the event AT&T obtains a ruling or order pursuant to §5.11 hereof making a determination that Sprint failed to exercise best efforts, Sprint shall be obligated to warrant and indemnify AT&T as to such Third Party Intellectual Property the same as if such Third Party Intellectual Property was Sprint's Owned Intellectual Property as of the date that such Third Party Intellectual Property was first made available to AT&T under this Agreement. **(OPEN)**
- 5.13 In the event Sprint obtains a ruling or order pursuant to §5.11 hereof making a determination that it has exercised best efforts, the rate that Sprint may charge AT&T for any affected products and services shall be reduced to reflect the diminution in value to AT&T of such products and services absent the ability to use the affected products and services. **(OPEN)**
- 5.14 In no event shall AT&T be responsible for obtaining any license or right of use agreement associated with any products or services provided by Sprint under this Agreement. **(OPEN)**

6. LIMITATION OF LIABILITY.

- 6.1 **EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES FOR LOSS OF ANTICIPATED PROFITS OR REVENUE, LOST SAVINGS, OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED, OR DONE HEREUNDER (COLLECTIVELY "CONSEQUENTIAL DAMAGES"), WHETHER ARISING IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND**

WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT; PROVIDED THAT THE FOREGOING SHALL NOT LIMIT A PARTY'S OBLIGATION UNDER § 7 HEREOF TO INDEMNIFY, DEFEND, AND HOLD THE OTHER PARTY HARMLESS AGAINST AMOUNTS PAYABLE TO THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SPRINT'S LIABILITY TO AT&T FOR A SERVICE OUTAGE EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE FOR THE SERVICE(S) OR NETWORK ELEMENT(S) PROVIDED FOR THE PERIOD DURING WHICH THE SERVICE WAS AFFECTED, EXCEPT WHERE AMOUNTS MAY BE DUE AND OWING FOR SUCH SERVICE(S) OR NETWORK ELEMENT(S) OUTAGE TO THE EXTENT REQUIRED BY A PERFORMANCE MEASURES PLAN EITHER AGREED TO BY THE PARTIES IN THIS AGREEMENT OR ORDERED BY THE COMMISSION.

- 6.2 EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS §6 SHALL LIMIT SPRINT'S OR AT&T'S LIABILITY TO THE OTHER FOR WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY SPRINT'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS, OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS §6 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SET FORTH IN §7 HEREOF.

7. INDEMNIFICATION.

- 7.1 Each Party agrees to indemnify and hold harmless the other Party from and against claims by Third Parties for (i) injuries or damage to any person or property arising out of or in connection with this Agreement that are the result of the indemnifying Party's actions; (2) alleging any breach of representation, warranty or covenant made by such indemnifying Party in this Agreement; or (3) for actual or alleged infringement of any patent, copyright, trademark, scribe mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed to the extent such claim or action arises from AT&T's or one of its customer's use of any Telecommunications Services, Interconnection or Network Elements under this Agreement.

- 7.2 The indemnifying Party agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 7.3 The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims. Failure to notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Parties ability to defend such claim.
- 7.4 In addition to its indemnification obligations hereunder, each Party shall, to the extent allowed by law, the FCC or order of the Commission, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or Third Party for:
- 7.4.1 Any loss, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and
- 7.4.2 Consequential Damages as defined in § 6.1 hereof.
- 7.5 The indemnifying Party shall have the right to defend against such liability or assertion in which event the indemnifying Party shall give written notice to the indemnitee of acceptance of the defense of such claim and the identity of counsel selected by the indemnifying Party. Except as set forth below, such notice to the relevant indemnitee shall give the indemnifying Party full authority to defend, adjust, compromise or settle such claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the intellectual property rights of the relevant iIndemnitees.
- 7.6 The indemnifying Party shall consult with the relevant indemnitee prior to any compromise or settlement that would affect the rights of the indemnitee, and the relevant indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that, in such event, the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense

accepted by the indemnifying Party, the relevant indemnitee shall be entitled to participate with the indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the indemnitee, and also shall be entitled to employ separate counsel for such defense at such indemnitee's expense.

- 7.7 In the event the indemnifying Party does not accept the defense of any indemnified claim as provided above, the relevant indemnitee shall have the right to employ counsel for such defense at the expense of the indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

8. BRANDING.

- 8.1 Services offered by Sprint that incorporate Network Elements made available to AT&T pursuant to this Agreement, and Sprint Telecommunications Services that AT&T offers for resale, shall, where Sprint offers branded services, be branded as AT&T services, or otherwise as AT&T shall determine and as may be more specifically defined elsewhere in this Agreement. AT&T shall be the exclusive interface to AT&T subscribers, except as the Parties shall otherwise agree for the reporting of trouble or other matters identified by AT&T for which Sprint may directly communicate with AT&T subscribers. In those instances where AT&T requests that Sprint personnel interface with AT&T subscribers, either orally in person or by telephone, or in writing, such Sprint personnel shall inform AT&T subscribers that they are representing AT&T. Notwithstanding, if any other provisions of this Agreement which addresses specific service(s) conflict with this provision, all such specific provisions shall apply. **(OPEN)**
- 8.2 All forms, business cards, or other business materials furnished by Sprint to AT&T subscribers shall bear no corporate name, logo, trademark or tradename.
- 8.3 Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party's products or services.
- 8.4 Sprint shall share pertinent details of Sprint's training approaches related to branding with AT&T to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 8.5 This §8 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with

services by the other Party, except as expressly permitted in writing by the other Party.

9. INSURANCE.

- 9.1 During the term of this Agreement, AT&T shall maintain, and shall cause any subcontractors to maintain, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:
 - 9.1.1 Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;
 - 9.1.2 Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;
 - 9.1.3 Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
 - 9.1.4 Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and
 - 9.1.5 "All Risk" property insurance on a full replacement cost basis insuring AT&T's property situated on or within the Property, naming Sprint as loss payee. AT&T may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur.
- 9.2 Nothing contained in this section shall limit AT&T's liability to Sprint to the limits of insurance certified or carried.
- 9.3 All policies required of the AT&T shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.

- 9.4 AT&T shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least thirty (30) days prior written notice to Sprint.
- 9.5 Sprint will carry not less than the insurance coverages and limits required of AT&T.
- 9.6 Based on the determination that AT&T's financial status meets with Sprint's insurance requirements and notwithstanding any of the foregoing provisions of this §9, Sprint agrees that AT&T may self-insure any or all of the foregoing risks consistent with the above coverages and limits.

10. REMEDIES.

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

11. PROPRIETARY INFORMATION.

- 11.1 For the purposes of this Agreement, "Confidential Information and/or Proprietary Information" means confidential or proprietary technical or business Information given by one Party (the "Discloser") to the other Party (the "Recipient") and identified by the Discloser as Confidential Information and/or Proprietary Information in accordance with this Section 11. **(OPEN)**
- 11.2 All information which is to be treated as Confidential Information and/or Proprietary Information under this Agreement shall:
- (a) if in written, graphic, electromagnetic, or other tangible form, be marked as "Confidential Information and/or Proprietary Information"; and
 - (b) if oral, (i) be identified by the Discloser at the time of disclosure to be "Confidential Information and/or Proprietary Information", and (ii) be set forth in a written summary which identifies the information as "Confidential Information and/or Proprietary Information" and which is delivered by the Discloser to the Recipient within twenty (20) days after the oral disclosure. Such information shall be treated as

Confidential Information and/or Proprietary Information upon verbal identification. **(OPEN)**

- 11.3 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information and/or Proprietary Information. **(OPEN)**
- 11.4 In addition to any requirements imposed by Applicable Law, including, but not limited to, 47 U.S.C. § 222, for a period of five (5) years from the receipt of Confidential Information and/or Proprietary Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information and/or Proprietary Information. If the Recipient wishes to disclose the Discloser's Confidential Information and/or Proprietary Information to a third party Agent or consultant, the Agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section. **(OPEN)**
- 11.5 The Recipient may make copies of Confidential Information and/or Proprietary Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall be subject to the same restrictions and protections as the original and shall bear the same copyright and proprietary rights notices as are contained on the original. **(OPEN)**
- 11.6 The Recipient agrees to return all Confidential Information and/or Proprietary Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information and/or Proprietary Information, except for Confidential Information and/or Proprietary Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information and/or Proprietary Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information. **(OPEN)**
- 11.7 The Recipient shall have no obligation to safeguard Confidential Information and/or Proprietary Information: (a) which was in the

possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information and/or Proprietary Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information and/or Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement.. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Confidential Information and/or Proprietary Information pursuant to an appropriate protective order in any such proceeding. Additionally, the Recipient may disclose Confidential Information and/or Proprietary Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement, and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek a protective order and complies with any protective order that covers the Confidential Information and/or Proprietary Information to be disclosed. **(OPEN)**

- 11.8 Each Party's obligations to safeguard Confidential Information and/or Proprietary Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. **(OPEN)**
- 11.9 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information and/or Proprietary Information. **(OPEN)**
- 11.10 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the 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 the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity. **(OPEN)**

12. DISCLAIMER OF WARRANTIES.

- 12.1 **EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR**

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

13. ASSIGNMENT AND SUBCONTRACTING.

- 13.1 If any Affiliate of Sprint succeeds by assignment under the terms of this Agreement to that portion of the business of Sprint that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of Sprint under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to AT&T the performance and liability for those obligations and duties as to which it is succeeding as Party to this Agreement. Thereafter, the successor Party shall be deemed AT&T or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking. **(OPEN)**
- 13.2 Except as provided in § 0, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. **(OPEN)**
- 13.3 If any obligation is performed through a subcontractor, Sprint shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations it performs through subcontractors, and Sprint shall be solely responsible for payments due its subcontractors. No contract, subcontract or other Agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Network Elements or services hereunder shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a Third Party beneficiary for any purposes under this Agreement. **(OPEN)**
- 13.4 In no event shall Sprint require that this Agreement be assigned to an Affiliate of AT&T in order for such Affiliate to order Interconnection,

Network Elements or services hereunder, it being expressly recognized by the Parties that this Agreement is for the use and benefit of AT&T.
(OPEN)

14. GOVERNING LAW.

14.1 This Agreement shall be governed by and construed in accordance with federal laws, and, other than as to conflicts of laws, by the laws of the state of Florida, except insofar as such state law of Florida does not violate or conflict with federal law. The Parties agree to submit to personal jurisdiction in Tallahassee, Florida and waive any and all objections to venue in such city and state.

15. RELATIONSHIP OF PARTIES.

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

15.2 Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

16. NO THIRD PARTY BENEFICIARIES.

16.1 The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference

hereto. This shall not be construed to prevent AT&T from providing its Telecommunications Services to other carriers.

17. NOTICES.

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

If to Sprint:	Director Local Carrier Markets Sprint 6480 Sprint Parkway Mailstop KSOPHM0316-3B925 Overland Park, KS 66251	If to AT&T:	Gregory P. Terry Regional Vice President, AT&T Room 10-01 1875 Lawrence Street Denver, Colorado 80202
With a Copy to:		With a Copy to:	Cynthia M. Batchelder AT&T 1875 Lawrence Street Denver, CO 80202

- 17.2 If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this § 17.

18. WAIVERS.

- 18.1 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.
- 18.2 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.
- 18.3 Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

18.4 By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

19. AMENDMENT.

19.1 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the provisions to be amended and shall include the proposed language changes. Within ten (10) days from its receipt of the request, the other Party shall accept or reject the proposed amendment in writing. If such request is not accepted within such 10-day period, the Parties shall commence good faith negotiations to arrive at mutually acceptable terms. If mutually acceptable terms are not agreed upon within forty-five (45) days from the receipt of the rejection by the requesting Party, or if at any time during this period the Parties have ceased to negotiate for a period of ten (10) consecutive days, the amendment shall be resolved in accordance with the Dispute Resolution provisions of §22 hereof. **(OPEN)**

19.2 Neither Party may pursue Dispute Resolution pursuant to §22 hereof with respect to any matter that, if agreed to by the other Party, would have the effect of incorporating into the Agreement a provision that the Party proposing the amendment had unsuccessfully sought in any arbitration pursuant to Section 252 of the Act leading to the adoption of this Agreement or in any prior dispute resolution under this Agreement. Nothing herein shall affect the right of either Party to pursue an amendment to this Agreement pursuant to §19 hereof, or Section 252(i) of the Act. **(OPEN)**

20. SURVIVAL

20.1 Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

21. FORCE MAJEURE

21.1 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, freight embargoes, volcanic actions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather ("Force Majeure"). No delay or

other failure to perform shall be excused pursuant to this §20 hereof 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 delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of AT&T.

21.2 Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations caused by the acts or omissions of the party invoking these Force Majeure provisions. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

21.3 No delay or other failure to perform shall be excused pursuant to this §21 to the extent such delay or failure to perform was caused by the acts or omission of a Party's subcontractors, materialmen, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure condition, or relate to environmental, health or safety conditions at Work Locations. Additionally, no delay or failure to perform shall be excused pursuant to this section unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. **(OPEN)**

22. DISPUTE RESOLUTION

22.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During any proceeding before the Commission, each Party shall continue to perform its obligations under

this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

22.2 If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

22.3 If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) days after delivery of notice of the Dispute to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed sixty (60) days from the initial notice. The specific format for such discussion will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored. **(OPEN)**

22.4 After such period either Party may file a complaint with the FCC or the Commission. **(OPEN)**

23. REFERENCED DOCUMENTS

23.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, Sprint Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will, unless otherwise specified in this Agreement, be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect as of the effective date of this Agreement, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, Sprint Practice, or publication of industry standards at such time. Should an inconsistency between or among publications or standards exist, Sprint shall specify which requirement shall apply. If AT&T disputes Sprint's interpretation, the Parties shall submit the matter for Dispute Resolution pursuant to §22 hereof. **(OPEN)**

24. COOPERATION ON FRAUD

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

25. TAXES

- 25.1 Any Federal, state or local excise, license, 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.

26. AMENDMENTS AND MODIFICATIONS

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

27. SEVERABILITY

- 27.1 If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire agreement but 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, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and

substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

28. HEADINGS NOT CONTROLLING

28.1 The headings and numbering of Parts and various §§ 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.

29. COUNTERPARTS

29.1 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.

30. SUCCESSORS AND ASSIGNS

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

31. IMPLEMENTATION PLAN.

31.1 This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

31.2 If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the Dispute Resolution set forth in §21 hereof.

32. FEDERAL ENTITIES.

32.1 To the extent Sprint has contracts with federal entities that limit or prohibit the ability of AT&T to provide Interconnection, Network Elements, resale of Telecommunications Services or other services to such federal entities, such contracts will govern telecommunications services relative to such federal entities. Notwithstanding the foregoing, unless Sprint's contracts with such federal entities grant Sprint exclusive rights to provide

telecommunications services to such federal entities, Sprint will provide AT&T with Interconnection, Network Elements, resale of Telecommunications Services and other services relative to such federal entities such that AT&T may compete with Sprint for providing telecommunications services to such federal entities. **(OPEN)**

33. GOOD FAITH PERFORMANCE.

- 33.1 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- 33.2 As part of its obligation of good faith performance, Sprint agrees to provide to AT&T reasonable notice before it makes any changes to its work processes, business rules, internal practices or support systems that are reasonably likely to affect AT&T's performance, ability to provide service, or rights hereunder as provided for in this Agreement. **(OPEN)**
- 33.3 Upon AT&T's request, Sprint agrees to honor and incorporate into this Agreement for the benefit of AT&T any commitment, obligation, or representation previously or thereafter made by Sprint to any applicable state or federal authority, including but not limited to the FCC, the U.S. Department of Justice, any applicable state commission, or any applicable state or federal court in connection with any merger or any proceeding relating to the local competition provisions, the FCC's rules promulgated thereunder, or comparable state law or regulations. AT&T's rights pursuant to this §32 shall be cumulative with, and not in lieu of or in limitation of, any other rights provided to AT&T under this Agreement. **(OPEN)**

34. OBTAINING LOCAL SERVICES OR NETWORK ELEMENTS UNDER OTHER AGREEMENTS OR PURSUANT TO TARIFFS.

- 34.1 Sprint shall make available to AT&T, pursuant to Section 252(i) of the Act, and the FCC rules and regulations regarding such availability, at the same rates, and on the same terms and conditions, any Interconnection, arrangement, service(s), Network Element, or resale of Telecommunications Services provided under any other agreement filed and approved pursuant to Section 252 of the Act. The adopted Interconnection arrangement, service(s), Network Element or Telecommunications Services and its related agreement shall for the identical term of such agreement. The adopted rates, terms, and

conditions of such agreement shall be effective as of the date the Parties sign an agreement or amendment incorporating such adopted rates, terms, or conditions. **(OPEN)**

34.2 Notwithstanding the above, Sprint's obligations under this §33 shall not apply to any service as to which Sprint has established before the Commission, or otherwise established to the reasonable satisfaction of AT&T, that: **(OPEN)**

34.2.1 The costs of providing the Interconnection arrangement, service(s), resale of Telecommunications Services, or category of Network Elements to AT&T are greater than the costs of providing same to the Telecommunications Carrier that originally negotiated such agreement; **(OPEN)**

34.2.2 The provision of a particular Interconnection arrangement, service(s), resale of Telecommunications Services, or category of Network Elements to AT&T is not technically feasible; **(OPEN)**

34.2.3 Pricing is provided to another Telecommunications Carrier for a cost-based term or cost-based volume discount offering and AT&T seeks to adopt the cost-based term or cost-based volume discount price without agreeing to all or substantially all of the terms and conditions of the cost-based term or cost-based volume discount offering; **(OPEN)**

34.2.4 Pricing is provided to another Telecommunications Carrier on a dissimilar (*e.g.*, deaveraged vs. averaged price) basis, AT&T may only elect to amend this Agreement to reflect all such differing pricing (but not less than all) by category of Network Element or resale of Telecommunications Services in its entirety, contained in such agreement with another Telecommunications Carrier; or **(OPEN)**

34.2.5 Interconnection arrangement, service(s), resale of Telecommunications Services, or Network Elements are provided to another Telecommunications Carrier in conjunction with material terms or conditions related to functionality that directly impact the provisioning of said service and AT&T seeks to adopt such Interconnection arrangement, service(s), resale of Telecommunications Services, or Network Elements without inclusion of all or substantially of all said material terms or conditions. **(OPEN)**

35. REGULATORY MATTERS

35.1 Sprint shall be responsible for obtaining and keeping in effect all Commission, FCC, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Commission, FCC, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T shall reasonably cooperate with Sprint in obtaining and maintaining any required approvals for which Sprint is responsible, and Sprint shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible. AT&T's inability or failure to obtain any such approval shall in no way excuse Sprint's performance hereunder or its compliance with any obligations herein. Sprint's inability or failure to obtain any such approval shall in no way excuse AT&T's performance hereunder or its compliance with any obligations herein.

36. ENTIRE AGREEMENT

36.1 This Agreement, including Parts A through J and Attachments 1 hereof, and all subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, shall 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.

PART C
LOCAL RESALE

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

PART C - LOCAL RESALE

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1. At the request of AT&T, and pursuant to the requirements of the Act, and FCC Rules and Regulations, Sprint shall make available to AT&T 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 Part C. The Telecommunications Services and service functions provided by Sprint to AT&T pursuant to this Agreement are collectively referred to as "Local Resale."
- 1.2. To the extent that this Part C describes several services which Sprint shall make available to AT&T for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive. All Telecommunications Services of Sprint included in its Retail End User Tariffs are to be offered for resale and are subject to the terms included in the tariff and this Agreement.
- 1.3. Features and Functions Subject to Resale. Sprint shall make all of its Telecommunications Services available for resale to AT&T on terms and conditions that are reasonable and nondiscriminatory.
- 1.4. Sprint will provide AT&T with at least the capability to provide an AT&T 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 this Agreement.
- 1.5. The specific business process requirements and systems interface requirements are set forth in Part G of this Agreement.

2. GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1. The prices charged to AT&T for Local Resale are set forth in Attachment 1 of this Agreement, and shall be calculated consistent with the methodology specified in the FCC rules and any appropriate State Public Service Commission(s) orders. Except where specifically exempted by FCC and State Commission rules, all Telecommunications Services, including, but not limited to long term promotions, pricing plans, custom offers and discounts for volume and term commitments, shall be available to AT&T at wholesale rates and on terms and conditions that are

reasonable and non-discriminatory.

- 2.1.1. Long Term Promotions are promotional retail service offerings that exceed 90 days in length.

2.2. Primary Local Exchange Carrier Selection

- 2.2.1. Sprint shall apply the principles set forth in Section 64.1100 of the Federal Communications Commission Rules, 47 C.F.R. §64.1100, to the process for end-user selection of a primary local exchange carrier. Sprint shall not require a disconnect order from the Customer, or another carrier, or another entity in order to process an AT&T order for local Service for a Customer.

2.3. No Restrictions on Resale

- 2.3.1. AT&T 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 AT&T 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.

2.4. Requirements for Specific Services

- 2.4.1. At AT&T's option, AT&T 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.
- 2.4.2. All features and functions of CENTREX Service, including CENTREX Management System ("CMS"), whether offered under tariff or otherwise, shall be available to AT&T for resale.
- 2.4.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to AT&T.
- 2.4.4. All service levels and features of CENTREX Service provided by Sprint for resale by AT&T shall be at Parity with the service levels and features of CENTREX Service Sprint provides its subscribers.
- 2.4.5. Consistent with Sprint's tariffs, AT&T may aggregate the CENTREX local exchange and IntraLATA traffic usage of AT&T subscribers to qualify for volume discounts on the basis of such aggregated usage.

- 2.4.6. Consistent with Sprint's tariffs, AT&T may aggregate multiple AT&T Customers on dedicated facilities.
- 2.4.7. AT&T may require that Sprint suppress the need for AT&T subscribers to dial "9" when placing calls outside the CENTREX System.
- 2.4.8. AT&T may resell call forwarding in conjunction with CENTREX Service.
- 2.4.9. AT&T 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.
- 2.4.10. Sprint shall make available to AT&T 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 AT&T for resale.
- 2.4.11. Consistent with Sprint's tariffs, AT&T may resell Automatic Route Selection ("ARS") to route calls from various end users to various Interexchange Carriers' (IXC) networks. AT&T may aggregate multiple AT&T subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.

2.5. Voluntary Federal and State Subscriber Financial Assistance Programs

- 2.5.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. When a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from AT&T and AT&T serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to AT&T in accordance with the procedures set forth herein. This notification shall be in electronic format when such an interface is in place.

2.6. Lifeline/Link-Up Service

- 2.6.1. AT&T will forward to Sprint all information regarding a subscriber's program eligibility, status and certification when a AT&T subscriber currently on any government telephone

assistance program changes service to AT&T as their local exchange carrier. AT&T will cooperate with Sprint so that Sprint may attain any subsidy associated with a subscriber transfer to AT&T.

2.7. Grandfathered Services

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

2.8. N11 Service

2.8.1. 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.

2.8.2. AT&T 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 AT&T, as required by AT&T.

2.8.3. E911/911 Services. Sprint shall provide access to E911/911 for AT&T customers in the same manner that it is provided to Sprint Customers. Sprint shall provide to AT&T, for AT&T Customers, E911/911 call routing to the appropriate PSAP. Sprint shall provide and validate AT&T Customer information to the PSAP. Sprint shall use its service order process to update and maintain based on service orders received from AT&T, on the same schedule that it uses for its end users, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Location Information database) used to support E911/911 services.

2.9. Contract Service Arrangements, Special Arrangements, and Promotions

2.9.1. 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.

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

2.11. Pay Phone Service

2.11.1. 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.

2.11.2. Sprint also must provide billing detail showing all 1+ traffic in EMR format and transferred to AT&T via CONNECT:DIRECT.

2.12. Voice Mail Service

2.12.1. AT&T shall have the right to resell Sprint voice mail services obtained from Sprint at the retail rate. Such services are not telecommunication services and are not subject to the wholesale discount.

2.12.2. 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), CF/DA (Call Forward/Don't Answer) feature capabilities allowing for voice mail services, and Foreign Exchange ("FX") Interconnect Lines (DS) and T1) with Multi-Line Hunt Groups ("MLHG"), DID.

2.13. Hospitality Service

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

2.14. Telephone Line Number Calling Cards

2.14.1. Sprint shall maintain customer information for AT&T customers who subscribe to resold Sprint local service dialtone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end user subscribers. Sprint shall update and maintain, on the same schedule that it uses for its own similarly situated end user subscribers, the AT&T information in LIDB. Until such time as Sprint's LIDB has the software capability to recognize a resold number as AT&T's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number. At such time as Sprint's LIDB has the software capability to recognize that the resold number is AT&T's then, if AT&T desires to store resold numbers on Sprint's LIDB, the Parties shall

negotiate a separate LIDB database storage and look-up agreement.

2.15. Nonrecurring Services

2.15.1. Sprint shall offer for resale all non-recurring services at the wholesale discount, except time and material charges applied as defined in Sprint's tariff.

2.16. Inside Wire Maintenance Service

2.16.1. Sprint shall provide Inside Wire Maintenance Service for Resold Services related to end user owned inside wire under the terms of a separate agreement.

2.17. Blocking Service

2.17.1. Sprint shall provide service (including, but not limited to, 700, 900, and 976 services individually or in any combination upon request, bill to third party and collect calls) to AT&T on a line, trunk, or individual service basis at parity with what Sprint provides its end users.

3. SERVICE FUNCTIONS

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

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

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

3.4. Annoyance Calls

3.4.1. Sprint will continue to process calls made to the annoyance call center. **(OPEN)**

3.5. Busy Line Verification and Emergency Line Interrupt

3.5.1. Where Sprint does not route Operator Services traffic to AT&T's platform, Sprint shall perform BLV/ELI for AT&T on resold Sprint lines. Where ILEC routes Operator Services traffic to AT&T's platform, Sprint shall provide BLV/ELI services when

requested by AT&T Operators.

3.6. Directory Assistance and Operator Services

3.6.1. Where Sprint provides Directory Assistance service on behalf of AT&T, Sprint agrees to provide AT&T Customers with the same level of Directory Assistance service available to Sprint Customers. If requested by AT&T, Sprint will provide AT&T Directory Assistance Service under the AT&T brand. Where not technically feasible, such calls will be unbranded.

3.6.2. Where Sprint provides Operator Services on behalf of AT&T, Sprint shall provide Operator Services to AT&T's Customers at the same level of service available to Sprint end users. Sprint will provide service in accordance with all applicable state requirements for Operator Services.

3.6.3. Upon request, Sprint agrees to provide AT&T Operator Services branded as an AT&T call. Where not technically feasible, such calls will be unbranded.

3.6.4. Additionally, Sprint warrants that such service will provide the following minimum capabilities to AT&T Customers:

3.6.4.1. Instant credit on calls, as provided to Sprint Customers. **(OPEN)**

3.6.4.2. Routing of calls to AT&T when requested via existing Operator Transfer Service (OTS), provided that AT&T has established transfer trunks to the Sprint operator tandems.

3.7. Maintenance

3.7.1. Maintenance will be provided by Sprint in a non-discriminatory manners with Sprint's own end users.

3.8. Provision of Customer Usage Data

3.8.1. Sprint shall provide the Customer Usage Data recorded by Sprint. Such data shall include complete AT&T Customer usage data for Resold Service, in accordance with the terms and conditions set forth in (Connectivity Billing and Recording) of this Agreement.

3.9. Access to the Line Information Database

3.9.1. Sprint shall use its service order process based on data provided by AT&T, to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the Line Information Database ("LIDB").

PART D
UNBUNDLED NETWORK ELEMENTS

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PART D – NETWORK ELEMENTS

1. INTRODUCTION

- 1.1. Sprint shall provide unbundled Network Elements in accordance with this Agreement and Applicable Law. The price for each unbundled Network Element is set forth in Attachment 1 of this Agreement. AT&T may order unbundled Network Elements and combinations of unbundled Network Elements in accordance with this Agreement. AT&T may order combinations as set forth in this Part D. In no event shall Sprint require AT&T to purchase any unbundled Network Element in conjunction with any other service or element. Other than as provided for by Applicable Law, Sprint shall place no use restrictions or other limiting conditions on Network elements and Combinations purchased by AT&T under the terms of this Agreement.
- 1.2. Except as otherwise provided in this Part D and consistent with FCC rules, Sprint will perform all work on facilities owned and/or controlled by Sprint.

2. UNBUNDLED NETWORK ELEMENTS

- 2.1. Sprint shall offer Network Elements to AT&T for the purpose of offering Telecommunications Services to AT&T subscribers. Sprint shall offer Network Elements to AT&T on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to Network Elements described in this Part D are not exclusive. Sprint will make available any other form of access requested by AT&T that is consistent with the Act and the regulations thereunder. AT&T shall be entitled to access to all network element functionality as provided in FCC rules and other Applicable Laws.
- 2.2. This Part D lists those Network Elements which Sprint agrees to provide to AT&T as of the Effective Date of this Amendment:
 - 2.2.1. Network Interface Device (“NID”)
 - 2.2.2. Local Loop
 - 2.2.3. Subloop
 - 2.2.4. Switching Capability
 - 2.2.4.1. Local Switching
 - 2.2.4.2. Tandem Switching

- 2.2.5. Packet Switching Capability
- 2.2.6. Transport Facilities
 - 2.2.6.1. Common
 - 2.2.6.2. Dedicated
- 2.2.7. Dark Fiber
- 2.2.8. Signaling Networks & Call Related Databases
- 2.2.9. Operations Support Systems
- 2.2.10. OS/DA (Per FCC rules)
- 2.3. AT&T may identify additional or revised Network Elements as necessary to provide Telecommunications Services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements.
- 2.4. AT&T will request such Network Elements in accordance with the Bona Fide Request process described in this Section. Additionally, if Sprint provides any Network Element that is not identified in this Agreement, to itself, to its own subscribers, to a Sprint Affiliate or to any other entity, Sprint shall make available the same Network Element to AT&T on terms and conditions no less favorable to AT&T than those provided to itself or to any other party. Sprint will make available the same Network Element, Combination or interconnection arrangement to AT&T without AT&T being required to use the Bona Fide Request process.
- 2.5. Sprint will identify to AT&T the location(s) of possible demarcation points available to AT&T to access unbundled Network Elements and AT&T will designate from these options the point(s) of demarcation between AT&T's network and Sprint's network. Where Sprint provides a combination of contiguous Sprint Network Elements to AT&T, Sprint shall not require that any additional Demarcation Point be placed between Network Elements within Combinations as described in this Part D.
- 2.6. Sprint shall permit AT&T to connect AT&T's facilities or facilities provided to AT&T by third parties with each of Sprint's unbundled Network Elements at any point designated by AT&T that is Technically Feasible. Any request by AT&T to interconnect at a point not previously established in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of unbundled Network Elements and Combinations under the following provisions of this Part D) or under any arrangement Sprint may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in this Agreement.
- 2.7. At such time that AT&T provides Sprint with an order for particular

unbundled Network Elements or Combinations, AT&T, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1, DS-3, STS-1, and OC-n (where n equals 1 to the highest level available within Sprint's network at the location requested) interfaces, and any other interfaces that are available within Sprint's network at the location requested described in any industry standard technical reference. Any such requested network interface shall be provided by Sprint, unless Sprint provides AT&T, according to the BFR guidelines, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

- 2.8. AT&T may use one or more Network Elements to provide any feature, function, capability, or service option that such Network Element(s) is technically capable of providing as described in the applicable Industry Standard Technical References.
 - 2.8.1. AT&T may, at its option, designate any Technically Feasible method of access to unbundled elements, including access methods currently or previously in use.
- 2.9. In addition to the Combinations of Network Elements furnished by Sprint to AT&T hereunder, Sprint shall permit AT&T to combine any Network Element or Network Elements provided by Sprint with another Network Element, other Network Elements obtained from Sprint or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T Customers.
- 2.10. Notwithstanding the foregoing, without additional components furnished by AT&T to itself or through third parties, AT&T shall be permitted to combine Network Elements made available by Sprint with other contiguous Sprint Network Elements.
- 2.11. Rates
 - 2.11.1. The prices that AT&T shall pay to Sprint for Network Elements and Other Services are set forth in Attachment 1 of this Agreement.
 - 2.11.2. Charges in Attachment 1 are inclusive and no other charges apply, except as otherwise mutually agreed including, but not limited to, any other consideration for connecting any Network Element(s) with other Network Element(s). **(OPEN)**

2.12. Unbundled Network Element Combinations

- 2.12.1. Sprint will offer Network Element Combinations on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement and the requirements of Sections 251 and 252 of the Act, the applicable FCC rules, and other applicable laws.
- 2.12.2. For purposes of this Section, references to “Currently Combined” network elements shall mean that the particular network elements requested by AT&T are in fact already combined by Sprint in the Sprint network. References to “Ordinarily Combined” network elements shall mean that the particular network elements requested by AT&T are not already combined by Sprint in the location requested by AT&T but are elements that are typically combined in Sprint’s network. References to “Not Typically Combined” network elements shall mean that the particular network elements requested by AT&T are not elements that Sprint combines for its use in its network.
- 2.12.3. At AT&T’s request and where technically feasible, Sprint shall provide to AT&T combinations (i.e. currently combined, ordinarily combined and not typically combined) of Network Elements to AT&T. This includes, but it is not limited to, the combination of Network Element Platform or UNE-P and the combination of Loops and Dedicated Transport. For combinations other than UNE-P and the combination of Loops and Dedicated Transport the Parties shall mutually agree on methods and procedures on methods for ordering and provisioning. The price for these combinations of Network Elements, including the cost of connecting the elements, shall be based upon applicable FCC and Commission rules and shall be set forth in Attachment 1 of this Agreement.
- 2.12.4. When ordered in combination, Network elements that are currently connected and ordered together will not be physically disconnected or separated in any other fashion except for technical reasons. Network Elements to be provisioned together shall be identified and ordered by AT&T as such.
- 2.12.5. When existing service(s) including but not limited to Access Services, employed by AT&T is replaced with a combination(s) of Network Elements of equivalent functionality, Sprint will not physically disconnect or separate in any other fashion equipment and facilities employed to provide the service (s) except for technical reasons.
- 2.12.6. Charges for such transitioning of an existing services (s) to a combination of Network Elements will be calculated using FCC

and Commission guidelines as set forth in Attachment 1 of this Agreement.

2.13. Enhanced Extended Links (EELs)

2.13.1. BEL is the combination of the NID, an unbundled Loop and unbundled Dedicated Transport network elements.

2.13.2. Where facilities permit and where necessary to comply with an effective FCC and/or Commission order, or as otherwise mutually agreed by the Parties, Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein to provide EEL at the applicable charges as specified in Attachment 1. Sprint will cross-connect unbundled analog or digital loops to unbundled voice grade/DS0, DS1 or DS3 dedicated transport facilities (DS0 dedicated transport is only available between Sprint central offices) for AT&T's provision of telecommunications services in accordance with Applicable Law.

2.13.3. Subject to the terms of subsection 2.13.4 below, Sprint shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL"). Sprint will provide access to the EEL in the combinations set forth in this Part D. This offering is intended to provide connectivity from an end user's location through that end user's SWC to AT&T's collocation space, or to AT&T's designated AT&T network location within the LATA, where facilities exist, provided that the entire circuit meets the criteria described in subsections 2.14.1.1 through 2.14.1.3 below. When ordering EEL combinations, AT&T shall provide to Sprint a letter certifying that AT&T will provide a significant amount of a local exchange service over the requested combination, as described in subsection 2.14.1 below, and shall indicate under what local usage option AT&T seeks to qualify. AT&T shall be deemed to be providing a significant amount of local exchange service over the requested combination if one of the options listed in subsections 2.14.1.1 through 2.14.1.3 is met.

2.13.4. Sprint shall make available to AT&T those EEL combinations described herein only to the extent such combinations are Currently Combined. Furthermore, Sprint will make available EEL combinations to AT&T in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 Orlando, FL; MSA regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to AT&T only to the extent such network elements are Currently Combined.

2.14. Special Access Service Conversions

2.14.1. AT&T may not convert special access services to combinations of

loop and transport network elements, whether or not AT&T self-provides its entrance facilities (or obtains entrance facilities from a third party), unless AT&T uses the combination to provide a significant amount of local exchange service, in addition to Exchange Access service, to a particular customer. If AT&T does use special access services to provide a significant amount of local exchange service, AT&T may convert such special access services to EELs. To the extent AT&T requests to convert any special access services to combinations of loop and transport network elements at UNE prices, AT&T shall provide to Sprint a letter certifying that AT&T is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option AT&T seeks to qualify for conversion of special access circuits. AT&T shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

2.14.1.1. AT&T certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at AT&T's collocation arrangement in at least one Sprint central office. This option does not allow loop-transport combinations to be connected to Sprint's tariffed services. Under this option, AT&T is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. AT&T can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

2.14.1.2. AT&T certifies that it provides local exchange and Exchange Access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at AT&T's collocation arrangement in at least one Sprint central office.

This option does not allow loop-transport combinations to be connected to Sprint tariffed services; or

2.14.1.3. AT&T certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to Sprint's tariffed services. Under this option, collocation is not required. AT&T does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

2.14.1.4. In addition, there may be extraordinary circumstances where AT&T is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in subsection 2.14.1. In such case, AT&T may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon AT&T's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

2.14.2. Sprint reserves the right, upon thirty (30) days notice to audit AT&T's local usage information when Sprint reasonably believes that AT&T has not met the local usage criteria defined by the FCC. Sprint will hire and pay for an independent auditor to perform the audit. Such audits shall be conducted in conformance with applicable regulations regarding CPNI. Audits will not be routine practice, but will only be undertaken when the incumbent LEC has a concern that a requesting carrier has not met the criteria for providing a significant amount of local exchange service. AT&T will reimburse Sprint if the audit results confirm AT&T's non-compliance with the local usage criteria. Sprint will not request more than one audit in a calendar year unless an audit finds non-compliance, in which case, Sprint shall have the right to

request an audit one additional time during the same calendar year. Sprint shall continue to have the additional audit right described above, so long as Sprint audits indicate AT&T non-compliance.

2.14.3. AT&T may convert special access circuits to combinations of loop and transport UNEs and stand alone UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

2.15. Port/Loop Combinations

2.15.1. At AT&T's request, Sprint shall provide access to combinations of port and loop network elements, as set forth in subsection 2.16 below, except as specified in subsections 2.15.2 and 2.15.3 below.

2.15.2. Sprint shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to Applicable Law, Sprint is not required to provide circuit switching as an unbundled network element.

2.15.3. Sprint shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Orlando, MSA to AT&T if AT&T's customer has 4 or more DS0 equivalent lines.

2.15.4. Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Sprint shall make available the following loop and port combinations at the terms and at the rates set forth below:

2.15.4.1. Sprint shall provide to AT&T combinations of port and loop network elements to AT&T on an unbundled basis, except in those locations where Sprint is not required to provide circuit switching, as set forth in subsection 2.15.3 above.

2.15.4.2. Sprint will provide originating and terminating access records to AT&T for access usage over UNE-P. AT&T will be responsible for billing the respective originating and/or terminating access charges directly to the IXC.

2.15.4.3. Sprint will provide AT&T toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in the industry standard EMI format at the charges set forth in Attachment 1. Any format requested by AT&T other than the industry standard EMI format will be handled through the BFR.

2.16. Combination Offerings

- 2.16.1. 2-wire voice grade – Residential, Business, Paystation and Key System combination of NID, loop, local circuit switching, local switch port, shared transport and tandem switching.
- 2.16.2. 2-wire PBX (DS0) combination of NID, loop, local circuit switching, local switch port, shared transport and tandem switching.
- 2.16.3. 4-wire PBX (DS1) combination of NID, loop, local circuit switching, local switch port, shared transport and tandem switching.
- 2.16.4. 2-wire PBX with DID combination of NID, loop, local circuit switching, local switch port, shared transport and tandem switching.
- 2.16.5. 2-wire Centrex combination of NID, loop, local circuit switching, local switch port, shared transport and tandem switching.
- 2.16.6. 2-wire ISDN-Basic Rate Interface combination of NID, voice grade loop, local circuit switching, local switch port, shared transport and tandem switching which is only available outside the Top 50 MSAs.
- 2.16.7. 4-wire ISDN-Primary Rate Interface combination of NID, DS1 loop, local circuit switching, local switch port, shared transport and tandem switching which is only available outside the Top 50 MSAs.
- 2.16.8. 4-wire DS1 combination of NID, DS1 loop, local circuit switching, DS1 trunk port, shared transport and local tandem switching.
- 2.16.9. 4-wire DS1 loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundling end office trunk port, common transport per mile MOU, common transport facilities termination, tandem switching, and tandem trunk port.

3. BONA FIDE REQUEST PROCESS (LANGUAGE TO BE MOVED TO GTC)

- 3.1. The receiving Party shall promptly consider and analyze access to categories of UNEs not covered in this Agreement, and requests where facilities and necessary equipment are not available with the submission of a Bona Fide Request hereunder.
- 3.2. AT&T will submit a Bona Fide Request ("BFR") to Sprint when AT&T requires any services, elements, processes, facilities and/or necessary equipment that are not already provided for in this Agreement.
- 3.3. A Bona Fide Request ("BFR") shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request.
- 3.4. The requesting Party may cancel a Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.
- 3.5. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Bona Fide Request and identify its single point of contact responsible for responding to the request and shall request any additional information needed to process the request. Notwithstanding the foregoing, Sprint may reasonably request additional information from AT&T at any time during the processing of the BFR.
- 3.6. Except under extraordinary circumstances, within thirty (30) calendar Days of its receipt of a Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Bona Fide Request. If applicable, the preliminary analysis shall confirm whether the receiving Party will offer access to the UNE, including whether it is technically or operationally feasible.
- 3.7. The preliminary analysis will state whether Sprint can meet AT&T's requirement and shall include Sprint's proposed price plus or minus 25 percent ("the Preliminary Analysis Range") and the date the request can be met. If Sprint cannot provide the Services by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why Sprint is not able to meet AT&T's requested date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, necessary to complete AT&T's BFR. Sprint also shall indicate in the preliminary analysis its agreement or disagreement with AT&T's designation of the request as an obligation under the Telecommunications Act of 1996. If Sprint does not agree with AT&T's designation, it may use the dispute resolution process set forth in this Agreement. **(OPEN)**

- 3.8. Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) calendar Days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 3.9. The receiving Party shall promptly proceed with the Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 3.10. As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the Bona Fide Request, the receiving Party shall provide to the requesting Party a Bona Fide Request Quote which will include, at a minimum, a description of each service or UNE, the availability, the applicable rates and the installation intervals.
- 3.11. Within thirty (30) calendar days of its receipt of the Bona Fide Request Quote, the requesting Party must either confirm, in writing, its order for the Bona Fide Request pursuant to the Bona Fide Request Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in the General Terms and Conditions of this Agreement.
- 3.12. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in the General Terms and Conditions of this Agreement.
- 3.13. If Sprint has provisioned an element in another location, Sprint will not require AT&T to submit a BFR. Instead, AT&T will request an Individual Case Base (ICB) request. Except under extraordinary circumstances Sprint will respond to the ICB request within ten (10) business days. The response shall indicate whether the request is technically feasible in the location requested, whether facilities are available for installation of the request, and the price for fulfilling the request.

4. STANDARDS FOR NETWORK ELEMENTS

- 4.1. Each Network Element shall be furnished at a service level equal to or better than the requirements set forth in the technical references referenced in the following, as well as any performance or other requirements, identified herein. In the event Telcordia, or industry standard (*e.g.*, American National Standards Institute (“ANSI”)) technical reference or a more recent version of such reference sets forth a different requirement, the Parties will agree upon which standard shall apply.
- 4.2. If one or more of the technical requirements set forth in this Part D are in

conflict, the Parties will agree upon which requirement shall apply except where such election shall impair the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with Sprint's network, in which event, if Technically Feasible, Sprint shall provide an alternative arrangement on commercially reasonable terms.

- 4.3. Each Network Element provided by Sprint to AT&T shall be at least equal in the quality of design, performance, features, functions, capabilities and other characteristics including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.
- 4.4. Unless otherwise requested by AT&T, each unbundled Network Element and the connections between unbundled Network Elements provided by Sprint to AT&T shall be made available to AT&T at the same priority as Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other telecommunications carrier.

5. NETWORK INTERFACE DEVICE

5.1. Definition

- 5.1.1. The Network Interface Device ("NID") is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network demarcation point between a carrier and its subscriber. The NID features two (2) independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections. The NID or protector provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 5.1.2. AT&T may connect its NID to Sprint's NID.
- 5.1.3. 5.1.3 With respect to multiple-line termination devices where AT&T self provides a loop, AT&T shall specify the quantity of terminations it requires within the NID.
- 5.1.4. Figure 1 shows a schematic of a NID.

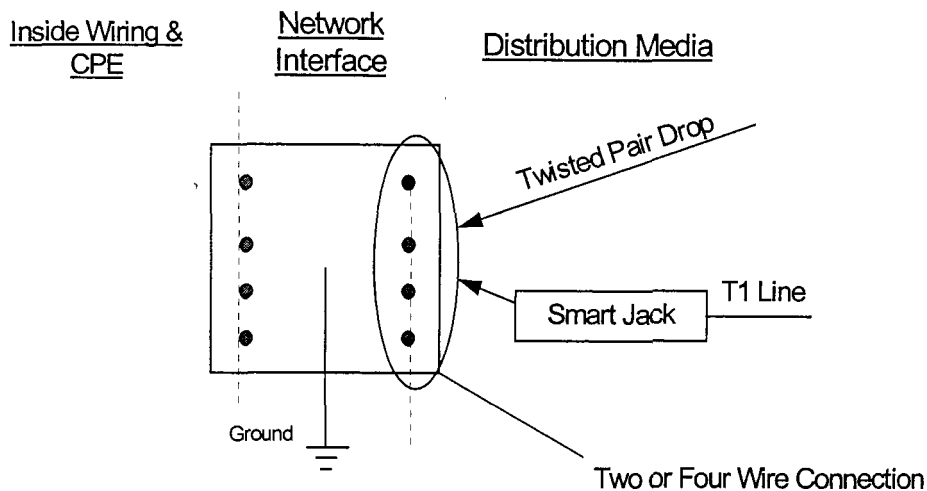


Figure 1. Network Interface Device ("NID")

5.2 Technical Requirements

5.2.1 The Sprint Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and/or cross-connect to AT&T's NID and shall maintain a connection to ground that meets the requirements set forth below. Each Party shall ground its NID independent of the other Party's NID.

5.2.2 The Sprint NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross-connect to AT&T's NID.

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

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

5.2.5 The Sprint NID shall be physically accessible to AT&T designated personnel. In cases where entrance to the subscriber premises is required to give access to the NID, AT&T shall obtain entrance permission directly from the subscriber.

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

5.3 Interface Requirements

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

5.3.2 The NID shall follow the applicable Industry Standard Technical References.

5.4. Responsibilities of The Parties for Conditions of Access And Attachment To NIDs.

5.4.1. Sprint shall allow AT&T to directly connect AT&T's Distribution Media to a Sprint NID either by using excess capacity on the NID or, if no excess capacity exists, and where ordered by the Commission, direct connection would involve disconnecting Sprint's Distribution Media and attaching AT&T's Distribution Media to the NID. Where AT&T disconnects Sprint's Distribution Media, AT&T shall ground Sprint's Distribution Media and maintain the ground in accordance with standard industry practices and notify Sprint. In the event an AT&T customer reverts to Sprint, Sprint shall disconnect AT&T's Distribution Media only under these same terms and conditions. AT&T shall assume responsibility and shall bear the burden of properly grounding the loop after disconnection and maintaining same in proper order and safety. AT&T shall assume full liability for its actions and for any adverse consequences that could result. AT&T's responsibility and assumption of liability shall be the same for NIDs used in business settings which are similar to residential service NIDs, as for NIDs used for residential service.

6. LOOP

6.1. Definition

6.1.1. Definition of Loop. A transmission facility between a distribution frame (or its equivalent) in Sprint's Central Office and the Loop Demarcation Point (marking the end of Sprint's control of the Loop) at an End-User Customer premises, including inside wire owned by Sprint. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity

Loops. A Loop may be composed of the following components:

6.1.1.1. Loop Concentrator/Multiplexer

6.1.1.2. Loop Feeder

6.1.1.3. Distribution

6.1.1.4. Inside Wiring

6.1.2. Sprint requires AT&T to provide in writing the grade of service desired in a particular Loop (e.g., ISDN-BRI, PRI, ADSL, HDSL, HDSL2, DS1, etc.) so that the Loop may be engineered to meet the appropriate transmission requirements. If AT&T requires a change in the grade of service of a particular Loop, AT&T will notify Sprint in writing of the requested change in grade of service. If Sprint is unable to provide the new level of service to AT&T, Sprint will notify AT&T that it is unable to meet AT&T's request.

6.1.3. Absent explicit exemptions noted in Applicable Law, and subject to technical feasibility, Sprint's loop unbundling obligation applies to any technology it deploys to provide loops. (OPEN)

6.1.4. Loops shall be provided in combination with the NID unbundled element and any inside wire owned or controlled by Sprint. Sprint shall provide access to Loops even if Sprint is not currently employing the conductor/facility for its own use, such as may occur when spare copper or dark fiber is present.

6.2. Other Requirements for Loops

6.2.1. Sprint shall provide all Loops in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by Sprint within its own network. To the extent a Loop does not perform to this standard, Sprint will perform all necessary work, at its own cost, to bring the Loop into conformance. During the period a Loop fails to meet this standard AT&T may request a credit based on the retail tariff provisions for the period AT&T's end-user is out of service.

6.3. Access to Loop Design Records

6.3.1. Sprint shall make available to AT&T on a non-discriminatory basis all information relating to Loop or Subloop engineering information, commonly referred to as "loop qualification" information, that is available to Sprint, any affiliate of Sprint or any other unaffiliated carrier, regardless of where such information may reside in Sprint's records or how it may be

stored. Such access shall be provided simultaneously to such access being made available to any operating unit of Sprint or any operating unit of an SPRINT affiliate or any unaffiliated carrier.

- 6.3.2. Sprint must provide access to the most current data concerning Loop characteristics. New or revised access to Loop qualification data shall be made available to AT&T concurrently with the earliest availability of such changes to Sprint operating unit(s), any unit of an Affiliate, or to any unaffiliated carrier.

6.4. Spectrum Management

- 6.4.1. Sprint shall not limit AT&T's ability to use the Loop as ordered to provide any service derivable over the transmission facility, provided the communications transmission complies with applicable spectrum management rules.

6.5. Hot Cut Process

- 6.5.1. The following coordination procedures apply to conversions of Sprint end-users with an active Sprint retail service to a service configuration where AT&T uses Loops provided by Sprint (referred to a "hot cuts").
- 6.5.2. AT&T shall request unbundled loops from Sprint by delivering to Sprint a valid service order using Sprint's IRES ordering system or other mutually agreed upon system. Within Sprint's standard response intervals (e.g., six hours for simple orders and fifteen to twenty hours for complex orders), Sprint shall provide AT&T a Firm Order Confirmation ("FOC") to acknowledge Sprint's receipt of AT&T's valid service order. The desired due date requested on AT&T's service order would be the target date for completion of the service order.
- 6.5.3. Non-timed Conversions. Non-timed conversions may be completed any time on the due date. After the service order is completed by Sprint, Sprint's National CLEC Provisioning center ("NCPC") will notify AT&T via a telephone call. This call will serve as notification to AT&T to update the Local Number Portability ("LNP") database as required:

- 6.5.3.1. AT&T requests a non-timed conversion via a service order.

- 6.5.3.2. AT&T must provide dial tone on its block and pin one (1) day prior to the due date. If LNP is involved, AT&T must provision its switch with an inward ten-digit trigger.

- 6.5.3.3. The Sprint central office technician will contact Sprint's NCPC when ready to work the conversion service order.
 - 6.5.3.4. The NCPC associate will complete the Sprint switch provisioning as the central office technician completes the wiring in the central office.
 - 6.5.3.5. The NCPC associate immediately notifies AT&T via a telephone call that the order has been completed.
 - 6.5.3.6. If LNP is involved, AT&T is responsible for notifying the NPAC of activation.
- 6.5.4. Timed Conversions. Sprint agrees to accept from AT&T a desired due date and time for a scheduled conversion. Timed conversions are based on mutually agreed upon times which must be confirmed by AT&T with Sprint's NCPC forty-eight (48) hours prior to the due date:
- 6.5.4.1. Any conversion requested outside of normal business hours will incur overtime charges for the Sprint employees involved in the hot cut. Normal business hours are defined as Monday – Friday, 8:00 am to 5:00 pm excluding holidays of the end user's time zone.
 - 6.5.4.2. If coordination is requested and there are no unbundled loops involved, AT&T will be billed for the coordination.
 - 6.5.4.3. Sprint reserves the right to add or delete other billing as deemed appropriate. **(OPEN)**
 - 6.5.4.4. AT&T will request the desired due date and time of the conversion on the service order.
 - 6.5.4.5. LNP orders should use the 10 digit trigger option, therefore, coordinated, timed conversions are not necessary.
 - 6.5.4.6. If Sprint is unable to meet AT&T's desired due date and time, Sprint will notify AT&T via a jeopardy notice or during the forty-eight (48) hour call described below.
 - 6.5.4.7. AT&T must call the Sprint NCPC forty-eight (48) hours prior to the desired due date to finalized the coordinated conversion plan.

6.5.4.8. Prior to the forty-eight (48) hour call, the NCPC associate will schedule a Sprint internal call with all associated work groups to review the work to be done, establish contact names and numbers and assign responsibilities.

6.5.4.9. On the desired due date and time, the NCPC associate will call the AT&T contact (provided to Sprint during the forty-eight (48) hour call) to begin the conversion.

6.5.5. Due Date Changes

6.5.5.1. If AT&T requests a desired due date or time change after the forty-eight hour call has been held and after both parties have mutually agreed upon the conversion time, AT&T must provide a supplemental service order with the new desired due date and time. A new forty-eight hour call must be held to confirm time availability. AT&T must also call the NCPC to notify it that the originally requested desired due date and time will not be met. If a new desired due date and time cannot be established, AT&T must submit a new service order with a desired due date not sooner than 30 days from the original desired due date or cancel the service order.

6.5.5.2. If prior to the desired due date and prior to the forty-eight hour call, Sprint determines that the desired due date or time cannot be met, Sprint's NEAC will notify AT&T of a jeopardy situation. Sprint will provide AT&T with an estimated available due date and will work with AT&T to establish a new desired due date and time. Sprint shall make all internal notifications regarding the due date or time change.

6.5.5.3. If prior to the desired due date and after the forty-eight hour call has been held and both Parties have mutually agreed upon the conversion time, Sprint determines that the desired due date or time cannot be met, Sprint's NCPC will contact AT&T and make every attempt to provide a mutually agreeable new due date and time. Sprint's NCPC will coordinate the scheduling of a new desired due date and time. Sprint shall make all internal notifications regarding the due date or time change.

- 6.5.6. Sprint shall pre-wire the pending hot cut prior to the scheduled conversion time. AT&T will establish dial tone for the end user at least two (2) business days in advance of the scheduled port time. Sprint shall perform tests for ANI and dial tone. Sprint's technician will perform ANI and dial tone tests through the tie cable provisioned between the Sprint main distribution frame and AT&T's interconnection point to ensure continuity and existing dial tone. Such testing shall be performed prior to the scheduled conversion time. Sprint's central office technician will notify the NCPC of any no dial tone conditions so that the NCPC can call the AT&T contact to resolve the problem.
- 6.5.7. Except as otherwise agreed to by the Parties, the time intervals for the hot cut shall be monitored and shall conform to the performance standards as defined by the Commission and be subject to the consequences for failure as specified in this Agreement.
- 6.5.8. After receiving notification from Sprint that a non-timed conversion is complete, AT&T will confirm operation of the loop. If AT&T determines that the loop is not functional, AT&T and Sprint will work cooperatively to resolve the problem.
- 6.5.9. During a timed conversion, both Sprint and AT&T personnel will be involved in the conversion process. If a trouble condition is encountered, both Parties will work cooperatively to resolve the problem up to and including the dispatch of field technicians to the central office.
- 6.6.10. If AT&T and Sprint cannot isolate and fix the problem in a timeframe acceptable to AT&T's end user, AT&T may request the restoral of the end user to the Sprint network. Such restoral shall be expedited so as to minimize any disruption in the end user's local telephone service. If the problem is found to be on AT&T's network, all associated costs for re-provisioning will be billed to AT&T.

6.6. New UNE Loops

- 6.6.1. Sprint provisioning process for new unbundled Loops, i.e. where a loop facility did not previously exist or no working spare facility exist, shall be consistent with the current provisioning methodology for new loop facilities noted in 6.14. AT&T will send Sprint an LSR requesting a new Loop. (OPEN)
- 6.6.2. Sprint will dispatch an Outside Plant (OSP) technician to complete the installation and testing. When the OSP technician completes the testing on the new loop, the technician will call in the completion of the unbundled Loop to AT&T for testing, in accordance with the cooperative testing service as ordered by

AT&T. The technician will provide the demarcation / termination information. Sprint shall not close the order until AT&T completes its test.

6.7. Voice Grade Loop Capabilities

6.7.1. Voice grade loops are analog loops that facilitate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the CLEC's customer's premises.

6.7.2. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at CLEC's request and option, to provide an unbundled voice grade loop. Alternative arrangement may include copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.

6.7.3. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR or ICB process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.

6.8. Non-Voice Grade Loops

6.8.1. Non-voice grade loops are loops supporting services that utilize frequencies above 3000 Hz. Non-voice grade loops are used to provide advanced services, such as xDSL. Sprint will not limit AT&T's use of the loop's frequency spectrum to provide any service derivable over the transmission facility, provided the communications transmission complies with applicable spectrum management rules.

6.8.2. The xDSL capable Loop provided by Sprint shall support data transport rates within the parameters specified in applicable Industry Standard Technical References.

6.8.3. If CLEC requests a xDSL loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), ~~Sprint will only provide a Non-Standard Non-Voice Grade Loop.~~ Additional non-recurring charges for conditioning may will apply. These Non-Standard Non-Voice Grade loops may not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in this Part D are applicable. **(OPEN)**

6.9. Standards for the Deployment of Advanced Service Technology

- 6.9.1. This section covers the deployment of advanced service technology by AT&T for both standalone unbundled loops and the high frequency portion of unbundled loop network elements.
- 6.9.2. In providing advanced service loop technology, Sprint shall allow AT&T to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 6.9.3. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in this Agreement.
- 6.9.4. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:
 - 6.9.4.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 6.9.4.2. Is approved by an industry standards body, the FCC, or any state commission or;
 - 6.9.4.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services.
- 6.9.5. Sprint may not deny AT&T's request to deploy technology that is presumed acceptable for deployment (or withhold any operational support so as to limit AT&T's ability to connect its advanced services equipment to a loop UNE) unless Sprint demonstrates to the relevant State Commission that deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voice band services.
- 6.9.6. Where AT&T seeks to establish that deployment of a technology falls within the presumption of acceptability under 6.9.4, the burden is on AT&T to demonstrate to the state commission that

its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

- 6.9.7. If Sprint believes that AT&T has deployed a technology that significantly degrades other advanced services deployed by Sprint, Sprint will notify AT&T and give AT&T a reasonable opportunity to correct the problem. If Sprint and AT&T are unable to resolve the issue and Sprint continues to believe that AT&T's deployed technology is causing the problem, Sprint must establish before the relevant State Commission that the technology is causing significant degradation. If Sprint successfully proves that the deployed technology is causing significant degradation, AT&T shall discontinue deployment of that technology and migrate its customers to technology that will not significantly degrade the performance of other services. If the dispute regarding technology is between AT&T and another carrier and Sprint's services are not impacted, AT&T and the affected carrier are wholly responsible for contacting each other and resolving the issue.
- 6.9.8. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to § 6.9.4, the degraded service shall not prevail against the newly deployed technology.
- 6.9.9. Parties agree to abide by applicable Industry Standard Technical References defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, AT&T will upgrade its equipment to the adopted standard within 60 days of the standard being adopted.
- 6.9.10. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 6.9.11. CLEC shall meet the power spectral density requirement given in the applicable Industry Standard Technical References.
- 6.9.12. Information to be Provided

6.9.12.1.Sprint shall provide to AT&T, upon request, information in connection with the provision of advanced services.

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

6.9.12.2.1.Information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the applicable Industry Standard Technical References, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

6.9.12.2.2.The SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if AT&T requires a change in the SMC of a particular loop, AT&T shall notify Sprint in writing of the requested change in SMC (via a service order);

6.9.12.2.3.Upon request, to the extent not previously provided, AT&T must disclose to Sprint every SMC that AT&T has implemented on Sprint's facilities to permit effective Spectrum Management.

6.9.12.2.4.In connection with the provision of advanced services, if AT&T relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

6.10. Use of Integrated Digital Loop Carrier Systems (IDLC)

6.10.1. If AT&T requests an unbundled loop served by a Digital Loop Carrier (either integrated or not) Sprint will use alternative arrangements to provide an unbundled loop where technically feasible and as soon as practicable. Alternative arrangements may include the use of:

6.10.1.1.Existing copper facilities. Sprint agrees to make reasonable rearrangements and changes to copper feeder and distribution facilities to free up loops, consistent with the procedures it uses to provide services to its own end users.

6.10.1.2.Existing Next Generation Digital Loop Carrier (NGDLC) facilities.

6.10.1.3.Existing Universal Digital Loop Carrier (UDLC) facilities.

6.10.1.4.Existing dedicated transmission facilities.

6.10.1.5.New NGDLC facilities.

6.10.1.6.New dedicated transmission facilities.

6.10.2. The loops provided will meet the technical specifications as ordered by AT&T.

6.10.3. Charges for any necessary construction will be assessed to AT&T consistent with the provisions included in the special construction section.

6.11. Conditioned Loops

6.11.1. Conditioning

6.11.1.1.Sprint will condition loops at CLEC's request. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Attachment 1. Conditioning charges apply to all loops irrespective of the length of the loop.

6.11.1.2.Sprint will not condition the loop for Line Sharing if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.

6.11.1.2.1.If Sprint declines AT&T's request to condition a loop and Sprint is unable to satisfy AT&T of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the relevant state commission that conditioning the specific loop

in question will significantly degrade voiceband services.

6.11.1.2.2.If AT&T requests that Sprint condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, AT&T shall pay for the loop to be restored to its original state.

6.11.1.3.If AT&T requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Attachment 1 to this Agreement. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.

6.11.2. Testing

6.11.2.1.Sprint shall test each DSL capable loop using the same tests that Sprint uses to test loops for itself, its Customers, subsidiaries, or Affiliates, or any third party.

6.11.2.2.At AT&T's option, Cooperative testing will be provided by Sprint at AT&T's expense. Sprint technicians will try to contact AT&T's representative at the conclusion of installation. If AT&T does not respond within 5 minutes, Sprint may, in its sole discretion, abandon the test and AT&T will be charged for the test. If Sprint fails to attempt the contact, AT&T will not be billed for that cooperative test.

6.12. Special Construction

6.12.1. If a requested loop type is not available at a location requested by AT&T and cannot be made available other than through the Special Construction process, then AT&T can use the Special Construction process to determine additional costs required to provide the loop type ordered. The process provides that AT&T will reimburse Sprint for construction costs in the following circumstances:

6.12.1.1.Sprint has no other requirement for the facilities requested.

6.12.1.2.It is requested that the service be furnished via a type of facility, or via a route, other than that which Sprint would normally utilize in furnishing the service.

6.12.1.3.More facilities are requested than would normally be required to satisfy an order.

6.12.1.4.It is requested that construction be moved forward, resulting in added cost to the Sprint.

6.13. Loop Frequency Unbundling – Line Sharing

6.13.1. General Terms

6.13.1.1.Sprint shall make the High Frequency Spectrum (“HFS”) of the loop network elements available to AT&T for Line Sharing in accordance with applicable law and FCC rules and orders. The high frequency portion of the loop network element is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. Prices for each of the separate components offered in association with the HFS UNE are reflected in Attachment 1 to this Agreement unless otherwise noted.

6.13.1.2.Pursuant to FCC rules and orders as applicable under the provisions of Part D of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible terminal in the outside loop plant.

6.13.1.3.Sprint shall make the HFS UNE available to AT&T in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.

6.13.1.4.Sprint shall follow the appropriate FCC regulations where copper facilities do not exist.

6.13.1.5.When requested, Sprint will move an end user’s analog circuit switched voice band service from digital loop carrier derived service to spare copper

facilities, if available, via the non-recurring charges listed in Attachment 1 at AT&T's expense.

- 6.13.2. In the event that the End User being served by AT&T via HFS UNE terminates its Sprint-provided analog circuit-switched voice band service, or when Sprint provided analog circuit switched voice band service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to AT&T prior to disconnect. AT&T shall have the option of purchasing the entire stand-alone UNE loop used to serve the End User if it wishes to continue to provide advanced services to that End User. If AT&T notifies Sprint that it chooses this option, AT&T and Sprint shall cooperate to transition DSL service from the HFS UNE to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If AT&T declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.
- 6.13.3. AT&T agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand alone unbundled non-voice grade loop as specified in Attachment 1 of this Agreement (excluding conditioning charges).
- 6.13.4. If facilities do not exist and the End User being served by AT&T via HFS UNE has its Sprint-provided analog circuit-switched voice band service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which AT&T is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates, Sprint will continue to allow the provision of advanced services by AT&T over the copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to AT&T prior to disconnection. AT&T may elect to use the Special Construction process pursuant to subsection 6.12 above, and Sprint shall make reasonable efforts to ensure that the Special Construction process is completed prior to disconnection provided that Sprint should not be required to violate the provisioning intervals for the voice CLEC.
- 6.13.5. Sprint will offer as a UNE or a combination of UNEs, Line Sharing over fiber fed loops, including loops behind DLCs, under the following conditions:

6.13.5.1. Sprint must first have deployed the applicable technology in the Sprint Network and be providing

service to its End Users over such facilities employing the technology;

6.13.5.2. There must be a finding that the provision of High Frequency Spectrum Network Element in this fashion is technically feasible and, to the extent that other UNEs are involved in the provision of such service, that the combination of such elements as are necessary to provide the service is required under the Act.

6.13.5.3. The pricing as set forth in this Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.

6.13.6. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects AT&T to deploy the testing capability for its own specialized services. If AT&T requests testing other than basic installation testing as indicated above, Sprint and AT&T will negotiate terms and charges for such testing.

6.13.7. In the event both Sprint's analog circuit-switched voice services and AT&T's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to the AT&T. Any additional maintenance of service conducted at AT&T's request by Sprint on behalf of the AT&T solely for the benefit of the AT&T's services will be paid for by AT&T at prices negotiated by Sprint and AT&T.

6.13.8. Authorized Advanced Services Provider

6.13.8.1. A certified CLEC, or any other entity, with whom AT&T has a relationship to provide services in the High Frequency Spectrum ("HFS") of a UNE Local Loop employed or ordered by AT&T.

6.14. Line Splitting

6.14.1. Line Splitting is where a requesting carrier utilizes the full frequency spectrum of an unbundled loop to provide both voice and advanced services. Line Splitting also includes an

arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over the HFS.

- 6.14.2. Sprint shall support AT&T's ability to provide combinations of voice services, advanced services, or voice and advanced services in a Line Splitting arrangement.
- 6.14.3. Unbundled loops purchased as part of UNE-P may be used in a Line Splitting arrangement. In this configuration, AT&T leases the entire UNE Loop from SPRINT, and SPRINT performs operational activities necessary to facilitate extracting the HF loop spectrum so that AT&T or an Authorized Advanced Services Provider can utilize the HF portion of the leased loop.
- 6.14.4. Whenever AT&T provides service utilizing an unbundled loop, either as part of UNE-P or otherwise, AT&T shall control the entire loop spectrum. In addition, AT&T has the right to offer services with the HF portion of the UNE loop either by itself or via an Authorized Advanced Services Provider.
- 6.14.5. Sprint, in conjunction with AT&T, shall institute procedures to allow AT&T or its Authorized Advanced Services Provider to order HFS data capabilities on the AT&T UNE loop.
- 6.14.6. The billing for these additional features shall be billed to AT&T, or to an Authorized Advanced Services Provider, if the Advanced Services Provider orders the service directly from Sprint under a different OCN from AT&T's OCN. Sprint and AT&T shall jointly develop and engage in operational readiness testing and subsequently deploy mutually agreeable operational capabilities that deliver non-discriminatory support, whether compared to Sprint operations or any affiliate of Sprint (or the parent company) that provides comparable data service involving use of the HFS of a Sprint loop.
- 6.14.7. The manner in which the above provisions will be implemented is set forth below.

6.14.7.1.Procedural Requirements

- 6.14.7.1.1.Operational procedures shall address, without limitation, pre-ordering, ordering, provisioning, maintenance and billing for Line Sharing and HFS loop access arrangements. Unless otherwise specified, support requirements will be equally applicable to both Line Sharing and HFS loop access. Sprint agrees to immediately engage in a collaborative process to resolve the operational

issues related to pre-ordering, ordering, provisioning and billing as specifically related to Line Sharing and HFS access, regardless of form. If the collaborative process does not result in mutually agreeable operational procedures in a timely manner, either Party may elect to resolve the remaining disputes in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

6.14.7.2. Authorized Advances Services Partnering Arrangements

6.14.7.2.1. AT&T may identify one or more CLECs as its Authorized Advanced Services Provider, on a central office by central office basis, that is authorized by AT&T to add, change or delete advanced services capabilities within the HFS of a Local Loop UNE employed or ordered by AT&T. In such instances, AT&T and Sprint will agree on a method to allow Authorized Advanced Services Providers to place orders on AT&T's behalf.

6.14.7.2.2. In addition to providing a list of the approved data CLECs as described in this Section above; AT&T, at its option, may inform Sprint of these Authorized Advanced Services Providers through other means, such as by an arranged assumption that if AT&T identifies the data CLEC on the order, then AT&T has an arrangement with the data CLEC.

6.14.8 Advanced Services Equipment Developments

6.14.8.1 Sprint shall not withhold any operational support so as to limit AT&T's ability to connect its advanced services equipment to a loop UNE. Sprint may deny support only after Sprint has made a showing to and obtained a finding by the relevant state Commission that the deployment of advanced services equipment that AT&T seeks to utilize will significantly degrade the performance of another advanced service or other voice-based services.

6.15. Line Partitioning

6.15.1. AT&T shall have the right to provide voice service (to any customer who elects AT&T as its voice service provider) over the

same loop that Sprint, or any data affiliate of Sprint or its parent company, uses to provide data services to that customer, without interruption or termination of services provided in the HFS. Sprint agrees to continue to provide all existing data services in the HFS, on a prospective basis, to any customer that chooses AT&T as their local service carrier for voice services and the retail customer desires continuation of such service. **(OPEN)**

6.15.2. Whenever AT&T acquires a loop from Sprint that has existing data service operating in the HFS of the loop AT&T shall be charged for the entire UNE loop. **(OPEN)**

6.16. Splitters

6.16.1. In providing access to the High Frequency Spectrum Network Element in either Line Sharing or Line Splitting arrangements, AT&T will purchase, install and maintain the splitter in their caged or cageless collocation space, unless Sprint and AT&T choose to negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from the AT&T DSLAM (Sprint analog voice input to the splitter and combined analog voice/data output from the splitter) will be cabled out to the Sprint distribution frame for cross connection with jumpers. Prices for these services are reflected in Attachment 1. Sprint will provide and, if requested, install the cabling from the AT&T collocation area to Sprint's distribution frame and be reimbursed, as applicable, per the normal collocation process, except that no charges shall apply for any reassignment of carrier facilities ("CFA") or reduction of existing facilities. AT&T will make all cable connections to their equipment.

6.16.2. AT&T, at its option, may deploy its own splitter either directly or by utilizing an AT&T Authorized Advanced Services Provider. Any splitter, regardless of the means of deployment, shall be compliant with all Applicable Industry Standard Technical References.

6.17. Forecasts

6.17.1. AT&T will provide monthly forecast information which shall be non-binding to Sprint updated quarterly on a rolling twelve-month basis for requests for Voice Grade Loops (including Subloops), Non-Voice Grade Loops (including Subloops), and HFS Unbundled Network Elements. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines

on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by AT&T that will affect the demand. Forecast information shall be subject to the confidentiality provisions of this Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within Sprint except as required for such purposes. Under no circumstances shall AT&T specific forecast information be disclosed to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.

6.17.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.

6.17.3. Each Party shall provide a specified point of contact for planning purposes.

6.18. Indemnification

6.18.1. Each Party, whether AT&T or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.

6.18.2. For any technology, each Party warrants that its provision of a telecommunications service will not materially interfere with or impair a telecommunications service provided by the other Party or a third party, impair the privacy of any communications or create unreasonable hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if AT&T violates this provision, provided that such termination of service will be limited to AT&T's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, AT&T demonstrates that their use of the network element is not the cause of the network harm.

6.19. Loop Make-Up Information

6.19.1. To the extent technically feasible, AT&T will be given access to Loop Qualification that Sprint is providing any other CLEC and/or Sprint or its affiliates. Sprint shall make available this Loop Qualification in a non-discriminatory manner at Parity with the data and access it gives itself and other CLEC, including

affiliates. The charges for Loop Qualification are set forth in Attachment 1 to this Agreement. This data shall identify any conditions that could affect the nature of transmission that may occur using the facility and includes, but is not limited to: (1) the length, gauge (as appropriate), location and type of all conductor(s) comprising the loop, such as optical fiber or copper, (2) the existence, location and type of any electronic or other equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; (3) the presence and nature of potential disturbers in the same or adjacent binder groups/ and (4) the electrical parameters of the loop, which may be used to determine the suitability of the loop for various technologies.

- 6.19.2. Subject to the paragraph above, Sprint's Loop Qualification will provide response to AT&T queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.
- 6.19.3. Information provided to AT&T will not be filtered or digested in a manner that it would affect AT&T's ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.
- 6.19.4. Sprint shall provide Loop Qualification based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Qualification requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting AT&T connects to the Sprint LTD network.
- 6.19.5. Errors identified in validation of the Loop Qualification inquiry order will be passed back to the AT&T.
- 6.19.6. Sprint may provide the requested Loop Qualification information to AT&T in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. – fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, AT&T must provide a unique fax number used solely for the receipt of Loop Qualification information.
- 6.19.7. If AT&T does not order Loop Qualification prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, AT&T agrees that:

- 6.19.7.1. AT&T will be charged a Trouble Isolation Charge to determine the cause of the failure;
- 6.19.7.2. If Sprint undertakes Loop Qualification activity to determine the reason for such failure, AT&T will be charged a Loop Qualification Charge; and
- 6.19.7.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, AT&T will pay applicable conditioning charges as set forth in Attachment 1 pursuant to subsection 6.11 of this Agreement.

6.19.8. Advanced Notifications

- 6.19.8.1. Sprint shall provide advanced notification to AT&T that identifies when xDSL qualified loops and/or electronic loop qualification information access will be made available to its retail operations or to any affiliate of Sprint.

7. SUB-LOOP NETWORK ELEMENT

7.1. General

- 7.1.1. Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant, consistent with FCC rules included in C.F.R. §51.319(a)(2).
- 7.1.2. Examples of outside loop plant that may be offered separately as subloop are loop concentrator/multiplexer, Loop Feeder, and loop distribution.
- 7.1.3. Consistent with the rules included in C.F.R. §51.319(a)(1) subloop electronics do not include electronics use for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMS). DSLAMS are provided in conjunction with the packet switching network element.

7.2. Loop Concentrator/Multiplexer

7.2.1. Definition

- 7.2.1.1. The Loop Concentrator/Multiplexer is the portion of the outside loop plant that: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals

to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and (5) in some instances performs electrical to optical ("E/O") conversion.

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

7.2.2. Technical Requirements

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

7.2.2.1.1. Two-wire and four-wire analog voice grade Loops;

7.2.2.1.2. Two-wire and four-wire Loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, HDSL2 and DS1-level signals;

7.2.2.1.3. 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where $n \leq 24$));

7.2.2.1.4. DS3 rate private lines; and

7.2.2.1.5. Optical SONET rate private lines.

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

7.2.2.2.1. Analog to Digital Signal conversion of both incoming and outgoing (upstream and downstream) analog signals;

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

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

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

7.2.2.2.5. The Loop Concentrator/Multiplexer shall be provided to AT&T in accordance with applicable Telecorida and other industry standards.

7.2.2.3. Requirements for an Intelligent Loop Concentrator/Multiplexer

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

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

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

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

7.2.2.3.5. At AT&T's option, Sprint shall provide AT&T with Real Time Performance monitoring and alarm data on IC/M elements that may affect AT&T's traffic. This includes IC/M hardware alarm data and facility alarm data on the underlying device that provides such IC/M function, where Technically Feasible.

7.2.2.3.6. At AT&T's option, Sprint shall provide AT&T with Real Time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated functionality for routine testing and fault isolation, where Technically Feasible.

7.2.3. Interface Requirements

7.2.3.1. The Loop Concentrator/Multiplexer shall meet the following interface requirements, as appropriate for the configuration that AT&T designates:

7.2.3.1.1. The Loop Concentrator/Multiplexer shall provide an analog voice frequency copper twisted pair interface at the serving Wire Center, as described in applicable Industry Standard Technical References.

7.2.3.1.2. The Loop Concentrator/Multiplexer shall provide digital 4-wire electrical interfaces at the serving Wire Center, as described in the applicable Industry Standard Technical References.

7.2.3.1.3. The Loop Concentrator/Multiplexer shall provide optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-N (N as described in the applicable Industry Standard Technical References).

7.2.3.1.4. The Loop Concentrator/Multiplexer shall provide the applicable industry standard DS1 level interface at the serving Wire Center. Loop Concentrator/Multiplexer shall provide applicable industry standard DS1 interfaces when designated by AT&T. Such interface requirements are specified in the applicable Industry Standard Technical References.

7.2.3.2. The Intelligent Loop Concentrator/Multiplexer shall be provided to AT&T in accordance with the

applicable Industry Standard Technical References.

7.3. Loop Feeder

7.3.1. Definition

7.3.1.1. The Loop Feeder is the portion of outside loop plant that provides connectivity between: (1) a Feeder Distribution Interface ("FDI") associated with Loop Distribution and a termination point appropriate for the media in a Central Office; or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a Central Office. Sprint shall provide the necessary cabling between Sprint's equipment and AT&T's equipment.

7.3.2. Requirements for Loop Feeder

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

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

7.3.3. Additional Technical Requirements for DS1 Conditioned Loop Feeder. In addition to the requirements set forth above, AT&T may designate that the Loop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the applicable Industry Standard Technical References.

7.3.4. Additional Technical Requirements for Optical Loop Feeder. In addition to the requirements set forth above, AT&T may designate that Loop Feeder will transport DS3 and OC-N (where N is defined in the applicable Industry Standard Technical References.

7.3.5. Sprint shall offer Loop Feeder in accordance with the requirements set forth in the following applicable Industry

Standard Technical References.

7.3.6. Interface Requirements

7.3.6.1. The Loop Feeder point of termination (“POT”) within a Sprint Central Office will be as follows:

7.3.6.2. Copper twisted pairs shall terminate on the MDF;

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

7.3.6.4. Fiber Optic cable shall terminate on a LGX.

7.3.7. Loop Feeder shall follow the applicable Industry Standard Technical References.

7.4. Loop Distribution

7.4.1. Definition

7.4.1.1. Distribution provides connectivity between the NID component of Loop Distribution and the terminal block on the subscriber-side of a Feeder Distribution Interface (“FDI”), including any inside wire owned and controlled by Sprint. The FDI is a device that terminates the Distribution Media and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company Central Office. There are three (3) basic types of feeder-Distribution connection: (i) multiple (splicing of multiple Distribution pairs onto one feeder pair); (ii) dedicated (“home run”); and (iii) interfaced (“cross-connected”). While older plant uses multiple and dedicated approaches, newer plant and all plant that uses DLC or other pair-gain technology necessarily uses the interfaced approach. The FDI in the interfaced design makes use of a manual cross-connection, typically housed inside an outside plant device (“green box”) or in a vault or manhole.

7.4.1.2. The Distribution may be copper twisted pair, coax cable, single or multi-mode fiber optic cable or other technologies. A combination that includes two (2) or more of these media is also possible. The Loop Distribution subloop element shall be capable of transmitting any signal(s) that is technically feasible to carry on the particular

distribution facility used, and shall support transmission signals with at least the same quality as when the same or similar distribution configuration is employed by Sprint.

7.4.2. Requirements for All Distribution

7.4.2.1. Subject to the provisions of subsection 7.4.1 (above), Distribution shall be capable of transmitting signals for the following services (as requested by AT&T):

7.4.2.1.1. Two-wire & four-wire analog voice grade Loops; and

7.4.2.1.2. Two-wire & four-wire Loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, HDSL2 and DS1-level signals.

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

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

7.4.2.4. Distribution shall follow the applicable Industry Standard Technical References.

7.4.2.5. In the case of Sprint facilities serving Multi Tenant Environments (MTEs), Distribution Media shall be furnished to AT&T, as requested by AT&T, and existing in that location, and described below.

7.4.3. Additional Requirements for Special Copper Distribution

7.4.3.1. In addition to Distribution that supports the requirements in subsection 7.4.2 (above), upon AT&T's request and at its expense, Sprint will provide Distribution to be a copper twisted pair

which are unfettered by any intervening equipment (e.g., filters, load coils, range extenders) so that AT&T can use these Loops for a variety of services than can only be supported by use of copper by attaching appropriate terminal equipment at the ends. If such facilities do not exist, AT&T may order special construction at AT&T's expense.

7.4.4. Additional Requirements for Fiber Distribution (Entire subsection closed)

7.4.4.1. Fiber optic cable Distribution shall be capable of transmitting signals for the following Telecommunications Services in addition to the ones listed above:

7.4.4.1.1. DS3 rate private line service;

7.4.4.1.2. Optical SONET OC-N rate private lines (where N is defined in the applicable Industry Standard Technical References; and

7.4.4.1.3. Analog Radio Frequency based services.

7.4.5. Interface Requirements

7.4.5.1. Signal transfers between the Distribution and the NID and an adjacent Network Element shall have levels of degradation that are within the Performance requirements set forth in the *Florida Docket No. 000121B-TP*.

7.4.5.2. Distribution shall follow the applicable Industry Standard Technical References.

7.4.6. Multi-Tenant Environments (MTEs)

7.4.6.1. Inside Wiring for Multi-Tenant Environments (MTEs) or Commercial Properties (a.k.a. Subloop Inside Wire) is defined as all loop plant owned and controlled by the incumbent LEC on end-user customer premises (private property) as far as the point of demarcation as defined in 47 C.F.R. § 68.3, including the loop plant near the end-user customer premises.

7.4.6.2. Sprint will provide AT&T access to any subloop element at any technically feasible point in accordance with applicable law. Technically feasible points include, but are not limited to the NID, the MPOI, the Single Point of Interconnection, the pedestal or the pole.

7.4.6.3. Inside Wire Subloop Element Configurations may include;

7.4.6.3.1. Inside wire from the AT&T point of access up to and including the end user subscriber's point of demarcation. The point of demarcation is where the control of the wiring changes from Sprint to the property owner or the customer.

7.4.6.3.2. Inside wire between two points of sub-loop access provided to AT&T.

7.4.6.3.3. Requirements related to charges that AT&T remits to Sprint for Inside Wire subloop are described below.

7.4.6.4. Requirements

7.4.6.4.1. Prior to the establishment of a SPOI, Sprint will provide AT&T access to Sprint owned inside wire

subloop at any technically feasible point as described above. Sprint will provide access at the SPOI if one is subsequently established at that premises.

7.4.6.4.2.Sprint will provide AT&T access to inside wire subloop consistent with sub-loop interconnection defined in Docket 990649B-TP (Sprint UNE).

7.4.6.4.3.AT&T will submit orders for inside wire sub-loops consistent with industry guidelines for ordering network elements (LSR process).

7.4.6.4.4.Sprint will provide AT&T access to all spare inside wire sub-loop. Spare inside wire sub-loop includes intra-premises wiring that is currently connected to line one in the unit wiring of the customer (the first pair) but not being used to provide service ordered by the customer. When a customer served by Sprint transfers their voice service to AT&T, Sprint will make available to AT&T the inside wire used by Sprint to provide the voice services. If the first pair is also used to provide advanced services, such as ADSL, and the end user maintains that service with Sprint, both Parties will provide both voice and DSL in accordance with 6.15 above. Sprint is not obligated to relinquish use of that inside wire.

7.4.7. Single Point of Interconnection (SPOI)

7.4.7.1. The Single Point of Interconnection (SPOI) is a cross-connect facility that provides non-discriminatory access for cross connections to all subloop elements and to all units in an MTE. The SPOI is capable of terminating multiple carriers' outside plant that serves a particular premise.

7.4.7.2. At AT&T's request, Sprint will cooperate in the reconfiguration of the network necessary to construct a SPOI. Where technically feasible, Sprint shall provide a SPOI at or as close as commercially practicable to the minimum point of entry in the MTE. AT&T's employees and agents shall have direct access to the SPOI without the necessity of coordinating such efforts with Sprint's employees or agents.

7.4.7.3. The parties will work together to determine the timing for the construction of the SPOI. Sprint shall make best efforts to meet AT&T's requested due date. **(OPEN)**

7.4.7.4. Sprint shall be compensated for providing inside wire sub-loop interconnection, including the construction of any SPOI, in accordance with pricing included in Docket 990649B-TP.

7.4.7.5. When a SPOI is established after AT&T begins providing service to a particular location, it shall be at AT&T's option that its pre-existing wiring be re-terminated to the SPOI. AT&T will perform all work.

7.4.8. Demarcation Point

7.4.8.1. The demarcation point is that point on the loop where the telephone company's control of the wire ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins.

7.4.8.2. Where Sprint is negotiating with the building owner to move the demarcation point, and AT&T is interconnected to Sprint's facilities that are impacted by the move, Sprint shall provide AT&T notice of the negotiations and agreed to timeframe.

7.4.8.3. Where Sprint is negotiating with the building owner to move the demarcation point and AT&T is not interconnected to Sprint's facilities, the building owner, not Sprint, bears the responsibility for notifying AT&T.

7.4.8.4. When Sprint moves a demarcation point where AT&T is interconnected and AT&T's interconnection arrangement is moved to the new location, pricing for the interconnection will be modified accordingly.

7.4.8.5. AT&T shall have the option of performing any necessary work to accommodate moving its service or requesting Sprint perform such work on its behalf.

8. LOCAL SWITCHING

8.1. General Requirements

8.1.1. Definition.

8.1.1.1. Local Switching (also referred to as Local Circuit Switching as defined in FCC Rules) is the unbundled Network Element that gives AT&T the ability to use switching functionality in a Sprint end office switch, including all vertical services and/or features that Sprint's underlying switch is capable of providing, to the extent Sprint offers such services and features in that switch. AT&T may request modifications to the switching functionality, including the vertical services and/or features available in a Sprint end office switch, pursuant to the BFR process set forth in Part B of this Agreement. Local Switching will be provisioned with a Port Element, which provides line or trunk side access to Local Switching. Rates for line-side ports, trunk-side ports, and features, functions, and capabilities of the switch are set forth in Attachment 1 of this Agreement.

8.1.2. Port Element or Port means a 1) line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual End User trunks, through the main distribution frame, and the switching components of an end office switch and the associated switching functionality in that end office switch, or 2)

trunk card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between interoffice transport and the switching components, through a trunk-side cross-connect panel, of an end office switch and the associated functionality in that end office switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address.

- 8.1.3. Local Switching includes line side and trunk side facilities plus the features, functions, and capabilities of the switch to the extent such features, functions, and capabilities of the switch. It consists of the line-side port (including connection between a Loop termination and a switch line card, telephone number assignment, one primary Directory Listing, pre-subscription, and access to 911, Operator Services, basic intercept, Advance Intelligent Network (AIN) and Directory Assistance), line and line group features (including appropriate vertical features and line blocking options), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).
- 8.1.4. Local Switching, including the ability to route, via selective call routing, to AT&T's or a third party's dedicated transport shall be unbundled from all other unbundled Network Elements. Local Switching also includes the ability to perform Customized Routing to enable AT&T's Operator Services (OS) and /or Directory Assistance (DA), as well as AT&T's PIC'ed toll traffic in a 2-PIC environment, to be routed, at AT&T's option, from Sprint's End Office to an alternative OS/DA platform designed by AT&T.
- 8.1.5. Remote Switching Module functionality is included in the Switching function. The Switching Capabilities used will be based on the line side features they support, and where technically feasible will be capable of routing local, intraLata, interLata and international calls to the Customer's preferred Carrier.
- 8.1.6. Exception to Sprint Obligation to Provide Unbundled Local Switching at Total Element Long-Run Incremental Cost-Based Prices.

8.1.6.1. In the event that AT&T orders Local Switching in excess of limitations applied by Sprint pursuant to this Section, Sprint's sole recourse shall be to charge AT&T a rate to be negotiated for use of the Local Switching functionality for the affected

facilities, or in the alternative to charge AT&T the Local Services Resale rate for use of all Network Elements and associated services used to provide the affected facilities to the AT&T Customer. In addition, AT&T shall pay a conversion non-recurring charge to convert from a UNE to resale. In such cases, AT&T shall, within five (5) business days of notification, whether such notification is internal or from Sprint, designate which facilities are being purchased at total element long-run incremental cost-based prices set forth in the Pricing Provisions of this Agreement and which facilities are being purchased at resale or at pricing provided in this Section.

- 8.1.7. Notwithstanding Sprint's general duty to unbundle local circuit switching, Sprint shall not be required to unbundle local circuit switching for AT&T in cases where AT&T serves end users with four or more voice grade (DS0) equivalents or lines, provided that Sprint provides nondiscriminatory access to combinations of unbundled loops and transport (also known as the enhanced extended link ("EEL")) throughout Density Zone 1, and Sprint's local circuit switches are located in:

- 8.1.7.1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and

- 8.1.7.2. Density Zone I, as defined in 47 C.F.R. § 69.123, as of January 1, 1999.

8.2. Technical Requirements - Local Switching

- 8.2.1. Local Switching shall be provided in accordance with applicable Industry Standard Technical References.
- 8.2.2. Sprint shall route calls to the appropriate trunk or lines for call origination or termination.
- 8.2.3. Sprint shall route calls on a per line or per screening class basis to (1) Sprint platforms providing Network Elements, (2) AT&T designated platforms, or (3) third-party platforms.
- 8.2.4. Sprint shall provide standard recorded announcements for AT&T's selection, and call progress tones, to alert callers of call progress and disposition.
- 8.2.5. Sprint shall change a subscriber from Sprint's services to AT&T's services without loss of features, functionality, or dialing plan

coverage, unless expressly agreed to otherwise by AT&T.

- 8.2.6. Sprint shall perform routine testing at Parity and on a nondiscriminatory basis.
- 8.2.7. Sprint shall repair and restore any Sprint equipment or any other Sprint component that may adversely impact AT&T's use of unbundled Local Switching.
- 8.2.8. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control will be competitively neutral and not favor any user of unbundled switching or Sprint.
- 8.2.9. Sprint shall perform manual call trace as designated by AT&T and permit subscriber originated call trace.
- 8.2.10. Sprint shall record all billable events, involving usage of the element, and send the appropriate recording data to AT&T as outlined in Part G.
- 8.2.11. For Local Switching at 911 Tandems, Sprint shall allow interconnection from AT&T local switching elements and Sprint shall route the calls to the appropriate Public Safety Access Point (PSAP).
- 8.2.12. Where Sprint provides the following special services, it shall provide to AT&T:
 - 8.2.12.1. Essential Service Lines, where Sprint provides them to its own retail customers;
 - 8.2.12.2. Telephone Service Prioritization ("TSP");
 - 8.2.12.3. Related services for the handicapped;
 - 8.2.12.4. Soft dial tone where required by law. Where Sprint provides soft dial tone, it shall do so on a competitively-neutral basis, and
 - 8.2.12.5. Any other service required by law or regulation.
- 8.2.13. Sprint shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPs). In the event that Local Switching is provided out of a switch without SS7 capability, the Tandem shall provide this capability as discussed in the Section on Tandem Switching. These capabilities shall

adhere to applicable Industry Standard Technical References.

8.2.14. Unbundled switching will include 911 access on the same basis as such access is provided in Sprint's network.

8.2.15. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at parity to those provided by Sprint to itself or any other party. Such feature offerings shall include but are not limited to:

8.2.15.1. Basic and Primary Rate ISDN;

8.2.15.2. Residential features;

8.2.15.3. Custom Local Area Signaling Services (CLASS/LASS);

8.2.15.4. Custom Calling Features;

8.2.15.5. Centrex or its equivalent (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

8.2.15.6. Advanced Intelligent Network ("AIN") triggers supporting AT&T, and Sprint service applications, in Sprint's SCPs. Sprint shall offer to AT&T all AIN triggers currently available to Sprint for offering AIN-based services in accordance with applicable Industry Standard Technical References in this Attachment.

8.2.15.7. Sprint shall assign each AT&T subscriber line the class of service designated by AT&T (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from AT&T Customers as directed by AT&T at AT&T's option. This includes each of the following call types:

8.2.15.7.1. O+/O- calls

8.2.15.7.2. 411/DA calls

8.2.15.7.3. Any other selective routing that may be mutually agreed upon by the Parties and at rates negotiated by the Parties.

8.2.15.8. Subject to subsection 8.2.15.7, above, Sprint shall assign each AT&T subscriber line the class of services designated by AT&T using line class codes and shall route operator calls from AT&T subscribers as directed by AT&T at AT&T's option. For example, Sprint may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an AT&T Operator Services Position System (OSPS). Where an AT&T customer serviced via UNE-P makes a directory assistance or operator services call, Sprint shall transmit the ANI-II digits to AT&T via Feature Group D signaling with customized routing.

8.2.15.9. Where Sprint provides switching, if an AT&T subscriber subscribes to AT&T provided voice mail and messaging services, Sprint shall redirect incoming calls to the AT&T designated trunk group based upon pre-subscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, AT&T may purchase a simplified message desk interface ("SMDI") service interface with multi-line hunting to the AT&T system, pursuant to Attachment 2 of this Agreement. Sprint shall support the Inter-switch Voice Messaging Service (IVMS) capability, where available.

8.3. Interface Requirements - Local Switching

8.3.1. Sprint shall provide access to the following:

8.3.1.1. SS7 Signaling Network or Multi-Frequency trunking if requested by AT&T;

8.3.1.2. Interface to AT&T operator services systems or Operator Services or Directory Assistance Services through appropriate trunk interconnections using selective routing.

8.3.1.3. Interface to 950 access or other AT&T required access to interexchange carriers as requested.

8.3.2. Upon request of either Party, the Parties shall cooperatively test new OS/DA routing methods and, if the testing leads to the conclusion that the method is technically feasible, the Parties shall include language in the Agreement outlining how the service will be provisioned.

8.4. Interface to Loops

8.4.1. Sprint shall provide the following interfaces to loops:

8.4.2. Standard Tip/Ring interface including loop-start or ground-start, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

8.4.3. Coin phone signaling;

8.4.4. Basic Rate Interface ISDN adhering to the standards set forth in this Attachment;

8.4.5. Two-wire analog interface to customer premise equipment

8.4.6. Four-wire DS1 interface to customer premise equipment or subscriber provided equipment (e.g., computers and voice response systems);

8.4.7. Primary Rate ISDN to PBX adhering to the standards set forth in this Attachment;

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

8.4.9. DID signaling.

8.5. Integrated Services Digital Network (ISDN)

8.5.1. Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for Circuit Switched Voice, Circuit Switched Data (CSD) or Packet Switched Data (PSD). The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data. The PRI D channel may be used for call related signaling.

8.5.2. Technical Requirements - ISDN

8.5.2.1. Sprint shall offer ISDN switching that at a minimum:

8.5.2.1.1. Provides integrated Packet handling capabilities;

8.5.2.1.2. Allows for full 2B+D Channel functionality for BRI; and

8.5.2.1.3. Allows for full 23B+D Channel functionality for PRI.

8.5.2.1.4. Provides B Channels that are capable of carrying voice, 64 Kbps CSD, and PSD of 128 logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B Channel.

8.5.2.1.5. Provides B Channels that are capable of carrying alternate voice and data on a per-call basis.

8.5.2.1.6. Provides BRI D Channels for call-associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel.

8.5.2.1.7. Provides PRI D Channels that allow for call-associated signaling.

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

8.5.3.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by CLEC;

8.5.3.2. Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and

8.5.3.3. Interface to CLEC directory assistance services through the CLEC switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

8.6. Requirements - Customized Routing

8.6.1. Customized Routing supplied by Sprint shall provide AT&T with the capability of directing AT&T's local traffic to its own operators and/or directory assistance agents or to those of a third party vendor via the BFR process. Sprint shall allow AT&T to

commingle local and toll OS and/or DA traffic on existing OS and/or Feature Group D trunks. All traffic directed to the Feature Group D trunks will be considered access traffic and the minutes of use will be billed to AT&T at access rates. Sprint shall allow AT&T the option of directing its customers' inter-switch traffic to a trunk Port or Ports other than the standard routing used by Sprint.

8.6.1.1. Where physical network trunking rearrangement work is performed in the process of establishing custom routing trunks groups for migrating OS and DA services to AT&T, Sprint shall apply only those charges necessary to recover the costs incurred to perform the trunk rearrangement.

8.6.1.2. AT&T will be solely responsible for specifying the required custom routing) including code conversions and number translations) as well as the design of any dedicated transport associated with customized routing. Sprint, at AT&T's cost, will remain solely responsible for implementing the custom routing at its end offices or tandem offices, and for the design and engineering of any Sprint-provided shared transport. Dedicated transport may be purchased from Sprint or AT&T may provide its own.

8.7. Packet Switching Capability

8.7.1. Packet Switching Capability is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers (DSLAMs), including but not limited to:

8.7.1.1. The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

8.7.1.2. The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

8.7.1.3. The ability to extract data units from the data channels on the loops; and

8.7.1.4. The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

8.7.2. Sprint shall be required to provide nondiscriminatory access to unbundled Packet Switching Capability only where each of the following conditions is satisfied:

8.7.2.1. Sprint has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier (IDLC) or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution Section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

8.7.2.2. There are no spare copper loops capable of supporting the xDSL services AT&T seeks to offer;

8.7.2.3. Sprint has not permitted AT&T to deploy a DSLAM in the Remote Terminal, pedestal or environmentally controlled vault or other interconnection point, nor has AT&T obtained a virtual collocation arrangement at these sub-loop interconnection points; and

8.7.2.4. Sprint has deployed packet switching capability for its own use.

8.7.2.5. Where Sprint is required to provide Packet Switching to AT&T, Sprint shall provide interconnection at any technically feasible point selected by AT&T.

8.7.2.6. If Sprint elects not to provide Packet Switching to AT&T pursuant to this Section within any Serving Area, Sprint shall have the burden of demonstrating that one or more of the conditions set forth in this Section do not apply in such Serving Area. Any such denial should be resolved in accordance with the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.

9. OPERATOR SERVICES

9.1. In accordance with 51.319(f) specific unbundling requirements, Sprint

shall provide nondiscriminatory access in accordance with 51.311 and section 251 (c)(3) of the Act to operator services and directory assistance on an unbundled basis to any requesting telecommunications carrier, such as AT&T, for the provision of a telecommunication service only where Sprint does not provide the requesting telecommunications carrier, such as AT&T, with the customized routing or a compatible signaling protocol.

10. SHARED TRANSPORT

10.1. Definition. “Shared Transport” is the transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches in the Sprint network. Where Sprint Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of Sprint inter-office transport facilities and is distinct and separate from Local Switching.

10.2. Technical Requirements.

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

10.2.2. Sprint shall provide all available Shared transport including but not limited to DS-0, DS-1, DS-3, STS-1 or higher transmission bit rate circuits.

10.2.3. At a minimum, Shared Transport shall meet all of the requirements set forth in the applicable Industry Standard Technical References.

11. DEDICATED TRANSPORT

11.1. Dedicated Transport is defined as incumbent LEC transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.

Dedicated Transport is depicted below in Figure 3.



Figure 3

- 11.2. Where technically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows:
 - 11.2.1. As a circuit (*e.g.*, DS1, DS3, STS-1) dedicated to AT&T.
 - 11.2.2. As a system (*i.e.*, the equipment and facilities used to provide Dedicated Transport such as SONET ring) dedicated to AT&T.
- 11.3. When Dedicated Transport is provided as a circuit, it shall include appropriate:
 - 11.3.1. Multiplexing functionality;
 - 11.3.2. Grooming functionality; and
 - 11.3.3. Redundant equipment and facilities necessary to support protection and restoration.
- 11.4. When Dedicated Transport is provided as a system it shall include:
 - 11.4.1. Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
 - 11.4.2. Inter-office transmission facilities such as optical fiber, or copper twisted pair;
 - 11.4.3. Redundant equipment and facilities necessary to support protection and restoration; and
 - 11.4.4. Dedicated Transport includes the Digital Cross-Connect System ("DCS") functionality as an option. DCS is described below in subsection 11.8.
- 11.5. Technical Requirements
 - 11.5.1. 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 AT&T designated traffic.

- 11.5.2. 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.
- 11.5.3. When requested by AT&T, 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.
- 11.5.4. When physical diversity is requested by AT&T, Sprint shall provide the maximum feasible physical separation between transmission paths for all facilities and equipment, unless otherwise agreed by AT&T.
- 11.5.5. Upon AT&T'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 non-discriminatory Real Time and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, AT&T's traffic on Dedicated Transport systems. Where System development is required, Sprint agrees to work with its vendors to facilitate development.
- 11.5.6. Sprint shall offer the following interface transmission rates for Dedicated Transport:
- 11.5.6.1.DS1 (Extended SuperFrame - ESF/B8ZS, D4, and unframed applications shall be provided);
 - 11.5.6.2.DS3 (C-bit Parity, M13, and unframed applications shall be provided);
 - 11.5.6.3.SONET standard interface rates in accordance with applicable Industry Standard Technical References; and
 - 11.5.6.4.SDH Standard interface rates in accordance with applicable Industry Standard Technical References.

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

11.5.7.1.DSX1 for DS1s or VT1.5s;

11.5.7.2.DSX3 for DS3s or STS-1s; and

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

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

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

11.5.10.Upon AT&T's request, Sprint shall provide AT&T with electronic provisioning control of an AT&T specified Dedicated Transport system.

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

11.6. Technical Requirements for Dedicated Transport Using SONET Technology

11.6.1. All SONET Dedicated Transport provided as a system shall:

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

11.6.1.2.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;

11.6.1.3. 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 AT&T and SONET network components connected to the Dedicated Transport. For example, if AT&T leases a SONET ring from Sprint, that ring shall support DCC message routing between AT&T and SONET network components connected to the ring.

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

11.6.1.4.1. No more than ten (10) Errored Seconds Per Day (Errored Seconds are defined in applicable Industry Standard Technical References); and

11.6.1.4.2. No more than one (1) Severely Errored Second Per Day (Severely Errored Seconds are defined in applicable Industry Standard Technical References).

11.6.2. Where dedicated transport is provided over SONET, Sprint shall provide it at Parity.

11.7. At a minimum, Dedicated Transport shall meet the applicable Industry Standard Technical References.

11.8. Digital Cross-Connect System (“DCS”)

11.8.1. 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.

- 11.8.2. 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.
- 11.8.3. 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.

11.9. DCS Technical Requirements

- 11.9.1. DCS shall provide completed end-to-end cross-connection of the channels designated by AT&T.
- 11.9.2. DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast, and facility test functions.
- 11.9.3. DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

- 11.9.4. 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.
- 11.9.5. AT&T will negotiate with Sprint relating to the administration and maintenance of DCS, including updates to the control software to current available releases.
- 11.9.6. Sprint shall provide various types of Digital Cross-Connect Systems including:
 - 11.9.6.1.DS0 cross-connects (typically termed DCS 1/0);
 - 11.9.6.2.DS1/VT1.5 (Virtual Tributaries at the 1.5/Mbps rate) cross-connects (typically termed DCS 3/1);
 - 11.9.6.3.DS3 cross-connects (typically termed DCS 3/3);
 - 11.9.6.4.STS-1 cross-connects; and
 - 11.9.6.5.Other Technically Feasible cross-connects designated by AT&T.
- 11.9.7. 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 AT&T's option, permit AT&T 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.
- 11.9.8. DCS shall continuously monitor protected circuit packs and redundant common equipment.
- 11.9.9. DCS shall automatically Switch to a protection circuit pack on detection of a failure or degradation of normal operation.
- 11.9.10.The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.
- 11.9.11.Sprint shall have available spare facilities and equipment necessary for provisioning repairs in order to meet AT&T's maintenance standards as specified in the Provisioning and Maintenance Sections.

- 11.9.12. At AT&T'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 AT&T 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 AT&T's services. For example, this may include hardware alarm data and facility alarm data on a DS3 in which an AT&T DS1 is traversing. Where system development is required, Sprint agrees to work with its vendors to facilitate development. **(OPEN)**
- 11.9.13. At AT&T'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 AT&T 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. **(OPEN)**
- 11.9.14. 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.
- 11.9.15. 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).
- 11.9.16. 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.
- 11.9.17. 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. AT&T 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.

11.9.18. 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 AT&T. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

11.10. DCS Interface Requirements

11.10.1. 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.

11.10.2. 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.

11.10.3. 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.

11.10.4. 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.

11.11. 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 applicable Industry Standard Technical References. Where system development is required, Sprint agrees to work with its vendors to facilitate development.

12. UNBUNDLED DARK FIBER

12.1. General Rules and Definition

12.1.1. Unbundled dark fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. It is fiber optic cable that connects two points within Sprint's network that has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services. Sprint will unbundle dark fiber for the dedicated

transport, loop and sub-loop network elements.

12.2. Fiber Availability

- 12.2.1. Spare fibers in a sheath are not considered available if Sprint has an established project to put the fiber in use within the current year and the following year.
- 12.2.2. Sprint will also reserve a reasonable amount of spare capacity in each fiber sheath to facilitate maintenance and rearrangements and changes. A minimum of four fibers in each sheath will be reserved for this purpose.
- 12.2.3. Unbundled dark fiber will be leased on a first come first served basis.
- 12.2.4. AT&Ts can reserve fiber by submitting orders and paying for it. AT&T leased fiber is subject to the take-back provisions listed below.
- 12.2.5. Sprint will not restrict the use of leased unbundled dark fiber, per Applicable Law.

12.3. Interconnection Arrangements

- 12.3.1. Rules for gaining access to unbundled network elements apply to unbundled dark fiber. Virtual and physical collocation arrangements would normally be used by AT&T to locate the optical electronic equipment necessary to “light” leased dark fiber.
- 12.3.2. AT&T must be able to connect to the Sprint fiber by means of fiber patch panel. The AT&T fiber patch panel must meet the requirements of using the same optical cross connects that Sprint uses for its fiber patch panel.
- 12.3.3. Unbundled Dark Fiber will be provided in the following four manners:
 - 12.3.3.1. Unbundled Dark Fiber transport will be between two Sprint fiber patch panels (FPP) in two separate Sprint offices. Sprint and AT&T FPP will be connected via fiber patch cords.
 - 12.3.3.2. Unbundled Dark Fiber feeder will be between two Sprint FPPs, one located in a Sprint central office and one at a remote location, such as a digital loop carrier. AT&T will *install* a FPP in the Sprint central office and at the remote site which will be connected to the Sprint FPPs via a fiber patch cord.

12.3.3.3. Unbundled Dark Fiber distribution is between a Sprint FPP located outside a Sprint central office (e.g., remote site) and a FPP located at a customer premises. AT&T is responsible for providing facilities on the customer's premises.

12.3.3.4. Unbundled Dark Fiber loop is between a Sprint FPP located in a Sprint central office and a FPP located at a customer's premises. AT&T must install a FPP in the Sprint central office and is responsible for providing facilities on the customer's premises.

12.4. Rules for Take Back

12.4.1. Sprint can take back dark fiber to meet its carrier of last resort obligations.

12.4.2. Sprint provides AT&T with 12 months written notice prior to taking back fiber.

12.4.3. Leased fibers not in use will be taken back first. Leased fibers not in use for the longest period of time will be taken back first.

12.4.4. Leased fibers currently being utilized with the lowest capacity will be taken back next. For example, fibers with an OC-3 system will be taken back before those with OC-12 electronics. Those leased for the shortest period will be taken back first. The Dispute Resolution Process in Part B of this Agreement will be followed if AT&T wishes to contest Sprint's decision to take back its leased fiber.

12.5. Unbundled Dark Fiber Application and Ordering Procedure

12.5.1. AT&T will submit a Dark Fiber Application (DFA) and application fee to request that Sprint verify availability of dark fiber between AT&T-specified locations. See Attachment 1 for application fee amount.

12.5.2. Within twenty (20) business days of receipt of DFA, Sprint will provide AT&T with a response regarding fiber availability and price.

12.5.2.1. If dark fiber is not available, Sprint will notify AT&T of the DFA rejection.

12.5.2.2. AT&T will follow the Dispute Resolution Process outlined in the General Terms and Conditions of this Agreement if they wish to contest the rejection.

12.5.3. If dark fiber is available, AT&T will notify Sprint of

acceptance/rejection of dark fiber quote, via a firm order, within twenty (20) business days of receipt of quote. Sprint will reserve the requested dark fiber for the AT&T during these twenty (20) business days. If, however, AT&T does not submit a firm order by the twentieth (20th) business day, the fiber will no longer be reserved.

- 12.5.4. After twenty (20) business days of receipt of the price quote, if AT&T has not accepted, AT&T must submit another DFA and application fee.
- 12.5.5. The AT&T will submit a firm order for dark fiber via the local service request (LSR) or access service request (ASR), as appropriate.
- 12.5.6. By submitting the dark fiber firm order, the AT&T agrees to pay quoted monthly recurring and non-recurring charges. See Attachment 1 for monthly recurring and non-recurring charges.
- 12.5.7. Due Date. Sprint will provision dark fiber twenty (20) business days after it receives firm order from AT&T. Billing of the monthly recurring and non-recurring charges will begin upon completion of dark fiber order. Sprint will allow AT&T to extend due date for firm order completion up to 60 business days from the date Sprint receives firm order from AT&T if necessary to coordinate the installation with the completion of a collocation site.
 - 12.5.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the dark fiber order completion.
 - 12.5.7.2. AT&T cancels firm order before the established due date. If this occurs, AT&T agrees to reimburse Sprint for all costs incurred to date.
- 12.6. Requirements Specific to Unbundled Dark Fiber
 - 12.6.1. Dark Fiber shall meet the manufacturers' design specifications.
 - 12.6.2. AT&T may test Dark Fiber leased from Sprint using AT&T or AT&T designated personnel. Sprint shall provide appropriate interfaces to allow interconnecting and testing of Dark Fiber.
- 12.7. Maintenance and Testing
 - 12.7.1. Sprint is only responsible for maintaining the facilities that it owns.
 - 12.7.2. Sprint will conduct an end-to-end test of dark fiber after receipt of the firm order.

- 12.7.3. Sprint does not guarantee that the transmission characteristics of the dark fiber will remain unchanged over time. Should transmission characteristics fall outside normal parameters, the existing trouble reporting and repair processes will be followed.
- 12.7.4. Sprint is not responsible for determining whether the transmission characteristics of the dark fiber will accommodate the AT&T requirements.
- 12.7.5. AT&T may test the quality of the Dark Fiber to confirm its usability and performance specifications.

13. SIGNALING LINK TRANSPORT

- 13.1. Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps transmission paths between AT&T-designated Signaling Points of Interconnection ("SPOI") that provides appropriate physical diversity and a cross-connect at an Sprint STP site.
- 13.2. Technical Requirements
 - 13.2.1. Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.
 - 13.2.2. Of the various options available, Signaling Link Transport shall perform in the following two ways:
 - 13.2.2.1. As an "A-link" which is a connection between a Switch or SCP and a home Signaling Transfer Point Switch ("STPs") pair;
 - 13.2.2.2. As a "B-link" which is a connection between mated STPs and other mated STPs in a quad fashion within the same network hierarchy and within the same carriers network.
 - 13.2.2.3. 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")).
 - 13.2.3. Signaling Link Transport shall consist of one (1) or more signaling link layers as follows:
 - 13.2.3.1. An A-link layer shall consist of two (2) links.
 - 13.2.3.2. A B or D-link layer shall consist of four (4) links.

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

13.2.4.1. 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

13.2.4.2. 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).

13.3. Interface Requirements

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

14. SIGNALING TRANSFER POINTS (“STPS”)

14.1. 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.

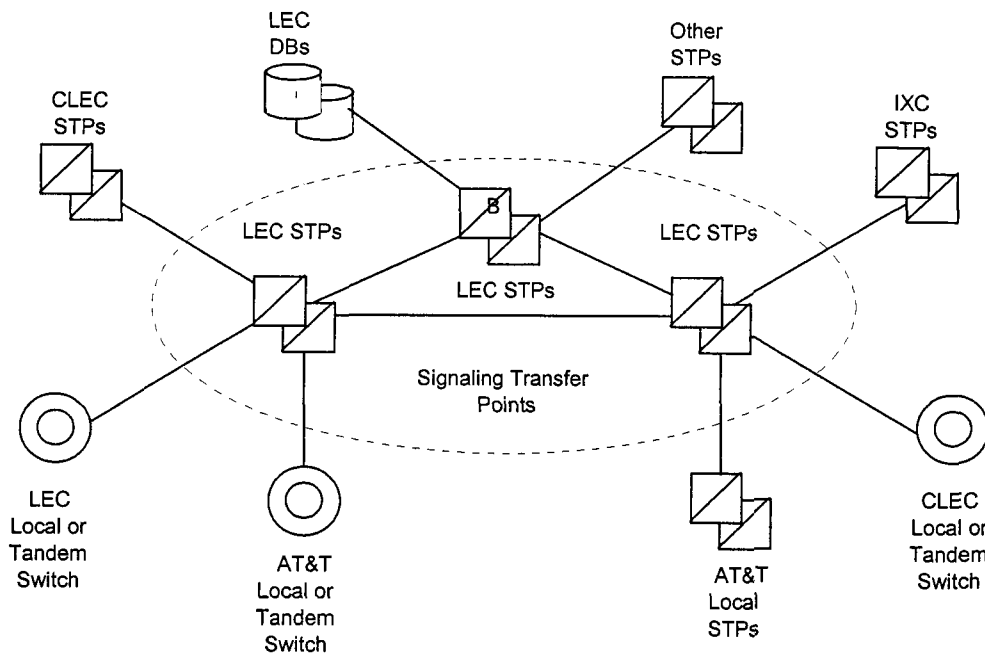


Figure 4

14.2. Technical Requirements

14.2.1. STPs shall provide signaling access to Network Elements connected to the Sprint SS7 network. These include:

- 14.2.1.1. Sprint Local Switching or Tandem Switching;
- 14.2.1.2 Sprint Service Control Points/DataBases;
- 14.2.1.3 Third party local or tandem switching systems; and
- 14.2.1.4 Third party-provided STPs with which AT&T has established a valid signaling relationship.
- 14.2.1.5 All other Network Elements connected to the Sprint SS7 network must be requested by AT&T in writing and will be reviewed by Sprint on a case-by-case basis.

14.2.2. 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 AT&T network in conjunction with Sprint's provision of tandem switching to AT&T (*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.

- 14.2.3. If a Sprint tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an AT&T 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 AT&T 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.
- 14.2.4. STPs shall provide all functions of the MTP as specified in the applicable Industry Standard Technical References.
- 14.2.5. STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in the applicable Industry Standard Technical Reference. In particular, this includes Global Title Translation (“GTT”) and SCCP Management procedures, as specified in the applicable Industry Standard Technical References.
- 14.2.6. In cases where the destination signaling point is a Sprint local or tandem switching system or database, or is an AT&T 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.
- 14.2.7. STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in the applicable Industry Standard Technical References, when this capability becomes available on Sprint STPs.
- 14.2.8. Where available in both Parties' networks, STPs shall provide all functions of the OMAP commonly provided by STPs, as specified in the applicable Industry Standard Technical Reference. This includes:

14.2.8.1.MTP Routing Verification Test (“MRVT”); and

14.2.8.2.SCCP Routing Verification Test (“SRVT”).

14.2.9. In cases where the destination signaling point is a Sprint local or tandem switching system or DB, or is an AT&T 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.

14.2.10.STPs shall follow the applicable Industry Standard Technical References.

14.3. Interface Requirements

14.3.1. Sprint shall provide the following STPs options to connect AT&T or AT&T-designated Local Switching systems or STPs to the Sprint SS7 network:

14.3.1.1.An A-link interface from AT&T Local Switching systems; and

14.3.1.2.B or D-link interface from AT&T STPs.

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

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

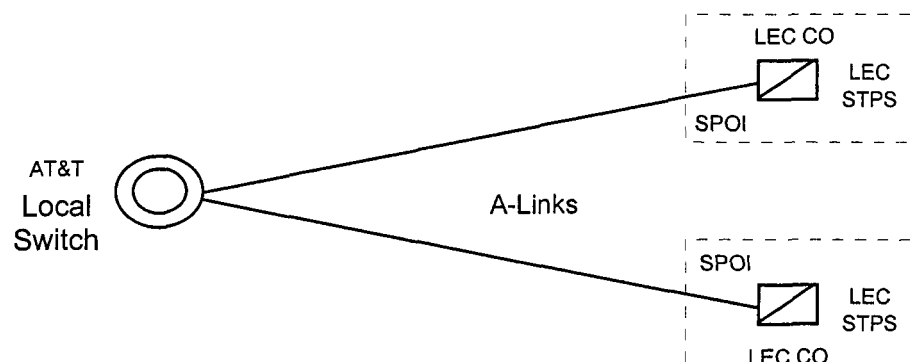


Figure 5. A-Link Interface

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

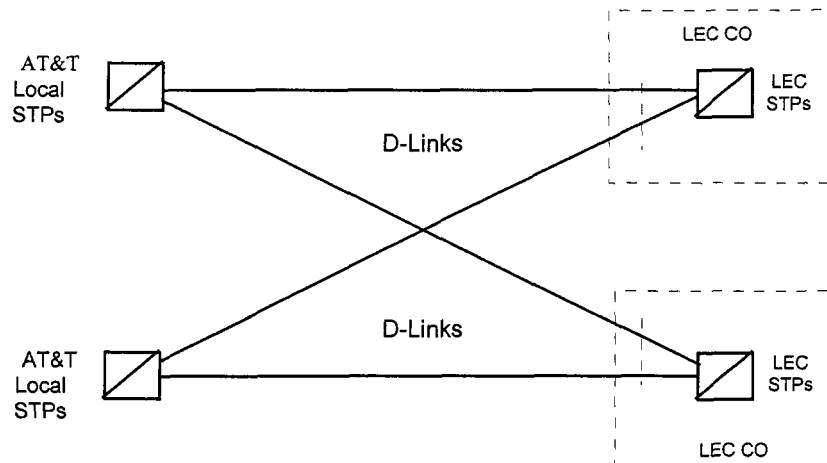


Figure 6. D-Link Interface

14.3.3. 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 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 for interconnecting AT&T Local Switching systems or STPs with Sprint STPs as soon as these become approved ANSI standards and are offered as capabilities of Sprint STPs.

14.3.4. 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 applicable Industry Standard Technical References.

14.4. Message Screening

14.4.1. Sprint shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the Sprint SS7 network with which the

AT&T switching system has a legitimate signaling relation.

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

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

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

14.5. STP Requirements

14.5.1.1. STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable Industry Standard Technical References.

15. SERVICE CONTROL POINTS/DATABASES

15.1. 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, CNAM, Toll Free Number Database, Automatic Location Identification/Data Management System, and AIN per Applicable Law when it is available.

15.2. 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).

15.3. Technical Requirements for SCPs/Databases

15.3.1. 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 AT&T in accordance with

the following requirements, except where such a requirement is superseded by specific requirements set forth in subsections 15.4 through 13.8:

- 15.3.2. Sprint shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 14 of this Part D, with TCAP as the application layer protocol;
- 15.3.3. Sprint shall provide physical interconnection to databases via industry standard interfaces and protocols (*e.g.*, ISDN and X.25);
- 15.3.4. The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section 14 of this Part D (which applies to both SS7 and non-SS7 interfaces);
- 15.3.5. Database functionality shall be unavailable a maximum of thirty (30) minutes per year;
- 15.3.6. 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);
- 15.3.7. The operational interface provided by Sprint shall complete Database transactions (*i.e.*, add, modify, delete) for AT&T subscriber records stored in Sprint databases within twenty-four (24) hours, or sooner where Sprint provisions its own subscriber records within a shorter interval;
- 15.3.8. 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);
- 15.3.9. 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);
- 15.3.10. Sprint shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement; and
- 15.3.11. Sprint shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

15.4. Line Information Database (“LIDB”)

- 15.4.1. 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 applicable Industry Standard Technical References. LIDB accepts queries from other Network Elements, or AT&T’s network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billing numbers for collect or third number billing restrictions and validity 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 is updated with restrictions and calling card information via 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.

15.4.2. Sprint shall permit AT&T to access Sprint’s LIDB to validate calling card numbers and requests for bill-to-third party or collect billing to support its local service operations. Sprint shall provide LIDB access in a non-discriminatory manner by a SS7 formatted data query before call completion to determine the validity of the billing method requested by the caller. LIDB will respond with a SS7 formatted confirmation of validity or denial of the requested billing option.

15.4.3. Technical Requirements

- 15.4.3.1. Prior to the availability of a long-term solution for Number Portability, Sprint shall enable AT&T to store in Sprint's LIDB any subscriber line number or special billing number record, (in accordance with the applicable Industry Standard Technical References) whether ported or not, for which the NPA-NXX or NXX-0/1XX group is supported by that LIDB.
- 15.4.3.2. Prior to the availability of a long-term solution for Number Portability, Sprint shall enable AT&T to store in Sprint's LIDB any subscriber line number or special billing number (in accordance with the applicable Industry Standard Technical References) 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 AT&T.
- 15.4.3.3. Subsequent to the availability of a long-term solution for Number Portability, Sprint shall enable AT&T to store in Sprint's LIDB any subscriber line number or special billing number (in accordance with the applicable Industry Standard Technical References) record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.
- 15.4.3.4. Sprint shall perform the following LIDB functions (*i.e.*, processing of the following query types as defined in the the applicable Industry Standard Technical References) for AT&T's subscriber records in LIDB:
 - 15.4.3.4.1. Billed number screening (provides information such as whether the billed number may accept collect or third number billing calls); and
 - 15.4.3.4.2. Calling card validation.

- 15.4.3.5.Sprint shall process AT&T's subscriber records in LIDB at least at Parity with Sprint subscriber records, with respect to other LIDB functions (as defined in the applicable Industry Standard Technical References). Sprint shall indicate to AT&T what additional functions (if any) are performed by LIDB in their network.
- 15.4.3.6.Within two (2) weeks after a request by AT&T, Sprint shall provide AT&T with a list of the subscriber data items which AT&T 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.
- 15.4.3.7.Sprint shall provide LIDB in accordance with applicable Industry Standard Technical References.
- 15.4.3.8.Upon installation of software supporting the following function, Sprint shall provide AT&T 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 AT&T subscribers, directly into Sprint's LIDB provisioning process.

- 15.4.3.9. When directed by AT&T, 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.
- 15.4.3.10. All additions, updates and deletions of AT&T data to the LIDB shall be solely at the direction of AT&T, except for such actions as Sprint may undertake to deter fraud.
- 15.4.3.11. Sprint shall provide priority updates to LIDB for AT&T data upon AT&T's request (*e.g.*, to support fraud protection).
- 15.4.3.12. Upon the installation of software supporting the following function, Sprint shall provide AT&T the capability to directly obtain, through an electronic interface, reports of all AT&T data in LIDB.
- 15.4.3.13. Sprint shall provide LIDB systems such that no more than 0.01% of AT&T-provided subscriber records accepted by Sprint's administrative systems will be missing from LIDB, as measured by AT&T audits.
- 15.4.3.14. Sprint shall perform backup and recovery of all of AT&T'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.
- 15.4.3.15. Upon the installation of software supporting the following function, Sprint shall provide to AT&T 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.
- 15.4.3.16. Sprint shall perform, as soon as possible, correction of misroute errors. When Sprint can identify AT&T records within Sprint's LIDB, Sprint will provide reports of data which are missing or contain errors, within the time period reasonably designated by AT&T.

15.4.3.17.Sprint shall prevent any access to or use of AT&T data in LIDB by Sprint personnel or by any other party that is not authorized by AT&T in writing.

15.4.3.18.When available, Sprint shall provide AT&T 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 applicable Industry Standard Technical Reference) for Subscriber Data that is part of an NPA-NXX or NXX-0/LXX wholly or partially assigned to AT&T at least at Parity with Sprint Subscriber Data. Sprint shall obtain from AT&T the screening information associated with LIDB Data Screening of AT&T 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.

15.4.3.19.Sprint shall accept queries to LIDB associated with AT&T subscriber records, and shall return responses in accordance with the requirements of this Section 15.

15.4.4. Interface Requirements

15.4.4.1.Sprint shall offer LIDB in accordance with the requirements of this subsection 15.4.4.

15.4.4.1.1.The interface to LIDB shall be in accordance with the applicable Industry Standard Technical References.

15.4.4.1.2.The CCS interface to LIDB shall follow the applicable Industry Standard Technical References.

15.4.4.1.3.The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the applicable Industry Standard Technical References. Global title translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

15.4.5. Compensation and Billing

15.4.5.1. Access by AT&T to LIDB information in Sprint's LIDB Database - AT&T shall pay a per query charge as found in Attachment 1.

15.5. Calling Name Database (CNAM)

15.5.1. The CNAM database is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements, or CLEC's network, and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties name to be delivered and displayed to the terminating caller with 'Caller ID with Name'.

15.5.2. Technical Requirements

15.5.2.1. Storage of CLEC Caller Names in the Sprint CNAM Database is available under the terms of a separate contract.

15.5.2.2. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to Calling Name Service Queries.

15.5.2.2.1. CLEC shall specify each point within the CLEC's networks that may originate queries to Sprint's CNAM database. This shall be communicated to the Sprint network point of contact via the format in Appendix C.

15.5.2.3. Sprint shall provide access to Sprint's SS7 gateway to other non-Sprint CNAM providers for the purpose of receiving and responding to Calling Name Queries where the names are stored in other non-Sprint databases.

15.5.3. Compensation and Billing (**OPEN**)

15.5.3.1. Access by CLEC to CNAM information in Sprint's CNAM Database - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

15.5.4. Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for delivery of name with Caller ID functions and shall not be stored or resold by

CLEC or its customers in any form.

15.6. Toll Free Number Database

15.6.1. 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 subsection 15.6 supplements the requirements of subsections 15.3 and 15.8. Sprint shall provide the Toll Free Number Database in accordance with the following:

15.6.2. Technical Requirements

15.6.2.1. Sprint shall make the Sprint Toll Free Number Database available for AT&T to query, from AT&T's designated Switch including Sprint unbundled Local Switching with a toll free number and originating information.

15.6.2.2. 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.

15.6.2.3. The SCP shall also provide, at AT&T's option, such additional feature as described in applicable Industry Standard Technical References as are available to Sprint. These may include, but are not limited to:

15.6.2.3.1. Network Management;

15.6.2.3.2. Subscriber Sample Collection; and

15.6.2.3.3. Service Maintenance.

15.6.3. Interface Requirements

15.6.3.1. The signaling interface between the AT&T or other local Switch and the Toll Free Number Database shall use the TCAP protocol as specified in the applicable Industry Standard Technical References, together with the signaling network interface as specified in the applicable Industry Standard Technical References.

- 15.7. SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable Industry Standard Technical References.
- 15.8. Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access.
 - 15.8.1. Sprint shall provide access to any and all non-proprietary Sprint service applications resident in Sprint's SCP. Such access may be from AT&T's switch or Sprint's unbundled Local Switching element.
 - 15.8.2. SCE/SMS AIN access shall provide AT&T the ability to create service applications in the Sprint SCE and deploy those applications via the Sprint SMS to the Sprint SCP. This interconnection arrangement shall provide AT&T access to the Sprint development environment in a manner at least at parity with Sprint's ability to deliver its own AIN-based services. SCE/SMS AIN Access is the creation and provisioning of AIN services in the Sprint network.
 - 15.8.3. Sprint shall make SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. Scheduling of SCE resources shall allow AT&T at least equal priority to Sprint.
 - 15.8.4. Sprint SCE/SMS shall allow for multi-user access. Source code (i.e., AIN service applications and process flow design developed by an AT&T service designer/creator to provide AIN based services) management and other logical security functions will be provided.
 - 15.8.5. Sprint shall provide reasonable protection to AT&T service logic and data from unauthorized access, execution or other types of compromise.
 - 15.8.6. Sprint or a designated vendor shall provide for service creation training, documentation, and technical support of AT&T development staff at parity with that provided to Sprint's own development staff. Training sessions shall be "suitcased" to AT&T facilities or delivered at Sprint facilities at AT&T's cost, at AT&T's discretion, subject to vendor's requirements.
 - 15.8.7. When AT&T selects SCE/SMS AIN access, Sprint shall provide for a secure, controlled access environment on-site as well as via remote data connections (i.e., ISDN circuit switched data).
 - 15.8.8. When AT&T selects SCE/SMS AIN access, Sprint shall allow AT&T to transfer data forms and/or tables to the Sprint SCP via

the Sprint SMS (e.g., service customization and subscriber subscription) in a manner consistent with how Sprint provides that capability to itself.

- 15.8.9. When AT&T selects SCE/SMS AIN access for providing services on AT&T's network, Sprint and AT&T will work cooperatively to resolve technical and provisioning issues.

16. TANDEM SWITCHING

- 16.1. 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.

16.2. Technical Requirements

- 16.2.1. Tandem Switching shall have the same capabilities or equivalent capabilities as those described in the applicable Industry Standard Technical References. The requirements for Tandem Switching include, but are not limited to, the following:

16.2.1.1. Tandem Switching shall provide signaling to establish a tandem connection;

16.2.1.2. Tandem Switching shall provide screening and routing as designated by AT&T;

16.2.1.3. Tandem Switching shall provide recording of all billable events designated by AT&T;

16.2.1.4. Where available, Tandem Switching shall provide Advanced Intelligent Network ("AIN") triggers supporting AIN features;

16.2.1.5. Tandem Switching shall provide connectivity to Operator Systems as designated by AT&T;

16.2.1.6. Tandem Switching shall provide access to toll free number portability database as designated by AT&T;

16.2.1.7. Tandem Switching shall provide all trunk interconnections discussed under the "SS7 Network Interconnection" in Section 17.5 below (e.g., SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

- 16.2.1.8. Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 16.2.1.9. Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 16.2.2. Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC Switches.
- 16.2.3. 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 AT&T end office and the end office of another CLEC).
- 16.2.4. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 14.
- 16.2.5. To the extent Technically Feasible, Tandem Switching shall record billable events and send them to the area billing centers designated by AT&T. Billing requirements are specified in Part G of this Agreement.
- 16.2.6. Sprint shall perform routine testing and fault isolation on the underlying Switch that is providing Tandem Switching and all its interconnections. When requested by AT&T, the results and reports of the testing shall be made available to AT&T in a timeframe agreed upon by the Parties.
- 16.2.7. When requested by AT&T, Sprint shall provide Performance data regarding traffic characteristics or other measurable elements to AT&T for review.
- 16.2.8. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on AT&T traffic shall be at Parity with controls being provided or imposed on Sprint traffic (*e.g.*, Sprint shall not block AT&T traffic and leave its traffic unaffected or less affected).
- 16.2.9. Tandem Switching shall route calls to Sprint or AT&T endpoints or platforms (*e.g.*, Operator Services and PSAPs) on a per call basis as designated by AT&T. Detailed primary and overflow routing plans for all interfaces available within the Sprint switching network shall be mutually agreed to by AT&T and Sprint.
- 16.2.10. Tandem Switching shall process originating toll free traffic

received from an AT&T local Switch.

16.2.11. 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.

16.2.12. 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.

16.3. Interface Requirements

- 16.3.1. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 16.3.2. Tandem Switching shall interconnect, with direct trunks, to all carriers with which Sprint interconnects.
- 16.3.3. Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 16.3.4. Tandem Switching shall interconnect with AT&T's Switch, using two-way trunks, for traffic that is transiting via the Sprint network to InterLATA or IntraLATA carriers. At AT&T's request, Tandem Switching shall record and keep records of traffic for billing.
- 16.3.5. At AT&T'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 AT&T designates.
- 16.4. Tandem Switching shall meet or exceed (*i.e.*, be more favorable to AT&T) each of the requirements for Tandem Switching set forth in the applicable Industry Standard Technical References.

17. ADDITIONAL REQUIREMENTS

- 17.1. Joint Testing. The Parties shall conduct testing in accordance with applicable Telcordia and other industry standards. The testing will be cooperative where required by such standards.
- 17.2. Protection, Restoration, and Disaster Recovery
 - 17.2.1. Scope. This Section refers specifically to requirements on the use of redundant network equipment and facilities for protection, restoration, and disaster recovery.
- 17.3. Requirements
 - 17.3.1. 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).
 - 17.3.2. 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.
 - 17.3.3. 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.

17.3.4. Sprint shall restore Network Elements which are specific to AT&T end user subscribers on a priority basis as AT&T may designate.

17.4. Synchronization

17.4.1. Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum one (1) source so that transmission from these network points have the same average line rate.

17.4.2. Technical Requirements

17.4.2.1. The following requirements are applicable to the case where Sprint provides synchronization to equipment that AT&T owns and operates within a Sprint location. In addition, these requirements apply to synchronous equipment that is owned by Sprint and is used to provide a Network Element to AT&T.

17.4.2.2. The synchronization of clocks within digital networks is divided into two (2) parts: intra-building and inter-building. Within a building, a single clock is designated as the Building Integrated Timing Supply ("BITS"), which provides all of the DS1 and DS0 synchronization references required by other clocks in such building. This is referred to as intra-building synchronization. The BITS receives synchronization references from remotely-located BITS. Synchronization of BITS between buildings is referred to as inter-building synchronization.

17.4.2.3. To implement a network synchronization plan, clocks within digital networks are divided into four (4) stratum levels. All clocks in strata 2, 3, and 4 are synchronized to a stratum 1 clock, that is, they are traceable to a stratum 1 clock. A traceable reference is a reference that can be traced back through some number of clocks to a stratum 1 source. Clocks in different strata are distinguished by their free running accuracy or by their stability

during trouble conditions such as the loss of all synchronization references.

17.4.2.3.1.Intra-Building

17.4.2.3.1.1.Within a building, there may be different kinds of equipment that require synchronization at the DS1 and DS0 rates. Synchronization at the DS1 rate is accomplished by the frequency synchronizing presence of buffer stores at various DS1 transmission interfaces. Synchronization at the DS0 rate is accomplished by using a composite clock signal that phase synchronizes the clocks. Equipment requiring DS0 synchronization frequently does not have adequate buffer storage to accommodate the phase variations among different equipment. Control of phase variations to an acceptable level is accomplished by externally timing all interconnecting DS0 circuits to a single clock source and by limiting the interconnection of DS0 equipment to less than 1,500 cable feet. Therefore, a BITS shall provide DS1 and composite clock signals when the appropriate composite signal is a 64-kHz 5/8th duty cycle, return to zero with a bipolar violation every eighth pulse (B8RZ).

17.4.2.3.2.Inter-Building

17.4.2.3.2.1.Sprint shall provide inter-building synchronization at the DS1 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).

17.4.3. Synchronization Distribution Requirements

17.4.3.1. 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 applicable Industry Standard Technical References Clocks for the Synchronized Network: Common Generic Criteria.

17.4.3.2. Where available, Central Office BITS shall be powered by primary and backup power sources.

17.4.3.3. If both reference inputs to the BITS are interrupted or in a degraded mode (meaning off frequency greater than twice the minimum accuracy of the BITS, loss of frame, excessive bit errors, or in Alarm Indication Signal), then the stratum clock in the BITS shall provide the necessary bridge in timing to allow the network to operate without a frame repetition or deletion (slip free) with Performance as set forth in applicable industry standards.

17.4.3.4. DS1s multiplexed into a SONET synchronous payload envelope within an STS-n (where n is defined in the applicable Industry Standard Technical Reference) signal shall not be used as reference facilities for network synchronization.

17.4.3.5. The total number of Network Elements cascaded from the stratum 1 source shall be minimized.

17.4.3.6. A Network Element shall receive the synchronization reference signal only from another Network Element that contains a clock of equivalent or superior quality (stratum level).

17.4.3.7. Sprint shall select for synchronization those facilities shown to have the greatest degree of availability (absence of outages).

17.4.3.8. Where possible, all primary and secondary synchronization facilities shall be physically diverse (this means the maximum feasible physical separation of synchronization equipment and cabling).

17.4.3.9. No timing Loops shall be formed in any combination of primary and secondary facilities.

17.4.3.10. Where available, an Operations Support System (“OSS”) shall continuously monitor the BITS for synchronization-related failures or degradation.

17.4.3.11. Where available, an OSS shall continuously monitor all equipment transporting synchronization facilities for synchronization-related failures or degradation.

17.4.3.12. For non-SONET equipment, Sprint shall provide synchronization facilities which, at a minimum, comply with the standards set forth in the applicable Industry Standard Technical References.

17.4.3.13. For SONET equipment, Sprint shall provide synchronization facilities that have time deviation (“TDEV”) for integration in compliance with the applicable Industry Standard Technical References.

17.5. SS7 Network Interconnection

17.5.1. Figure 7 depicts Signaling System 7 (“SS7”) Network Interconnection. SS7 Network Interconnection is the interconnection of AT&T 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”), AT&T local or tandem switching systems, and other third party switching systems directly connected to the Sprint SS7 network.

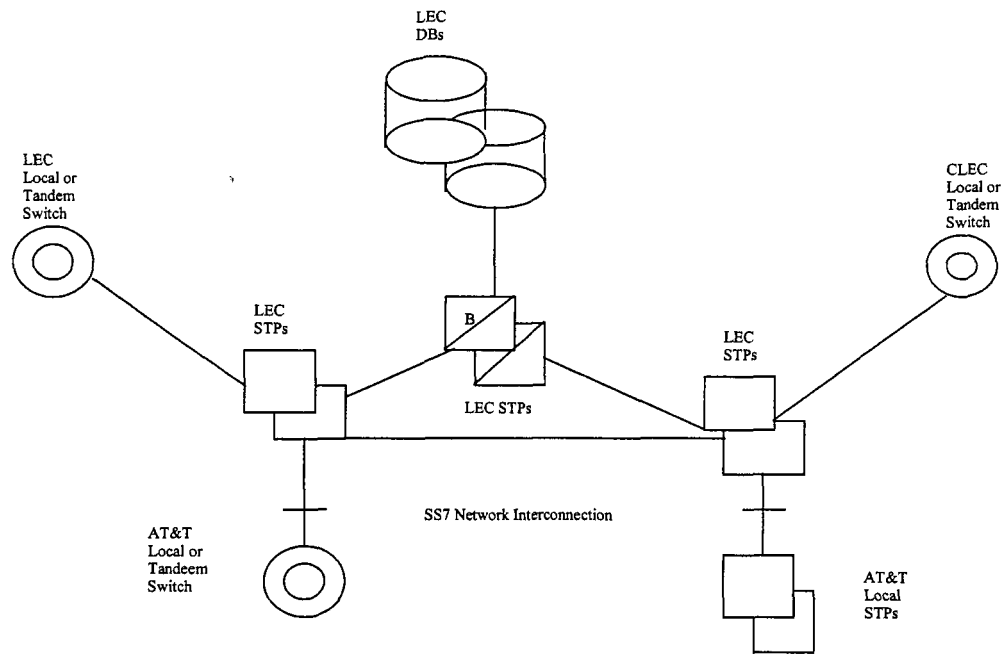


Figure 7. SS7 Network Interconnection

17.5.2. Technical Requirements

17.5.2.1.SS7 Network Interconnection shall provide signaling connectivity to all components of the Sprint SS7 network. These include:

17.5.2.1.1.Sprint local or tandem switching systems;

17.5.2.1.2.Sprint SCP databases; and

17.5.2.1.3.Other third party local or tandem switching systems which AT&T has a valid signaling arrangement.

17.5.2.2.The connectivity provided by SS7 Network Interconnection shall fully support the functions of Sprint switching systems and databases and AT&T or other third party switching systems that are connected with A-link access to the Sprint SS7 network.

17.5.2.3.In particular, Figure 8 depicts a circumstance where SS7 Network Interconnection shall provide

transport for certain types of transaction capabilities application part ("TCAP") messages. If traffic is routed based on dialed or translated digits between an AT&T Local Switching system and a Sprint or other third party Local Switching system, either directly or via a Sprint tandem switching system, then, at Parity to itself and where available, that the Sprint SS7 network shall convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the AT&T local STPs and the Sprint or other third party local Switch.

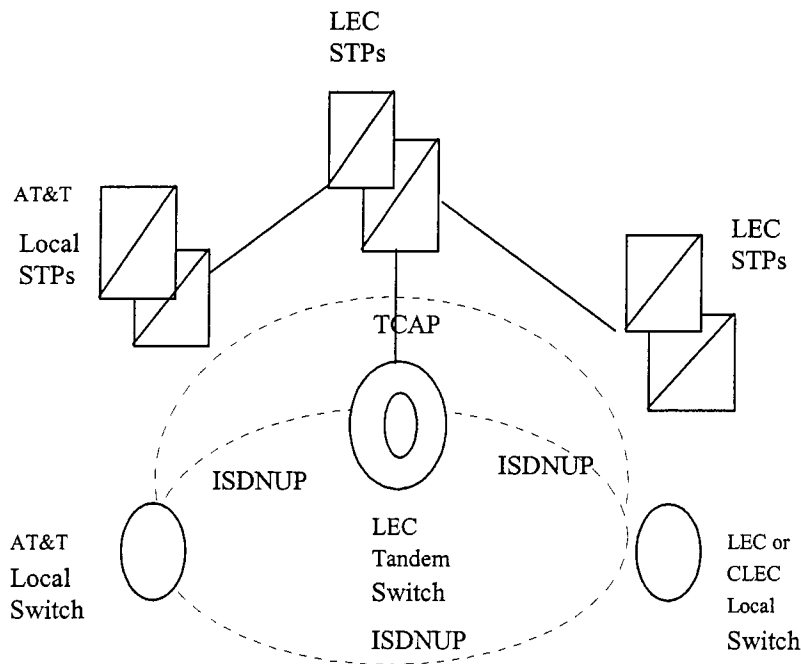


Figure 8. Interswitch TCAP Signaling for SS7 Network Interconnection

- 17.5.2.4. 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”).
- 17.5.2.5. SS7 Network Interconnection shall provide all functions of the MTP as specified the applicable Industry Standard Technical References.
- 17.5.2.6. SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in the applicable Industry Standard Technical References.
- 17.5.2.7. Where the destination signaling point is a Sprint switching system or DB, or is another third party local or tandem switching system directly connected to the Sprint SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination.
- 17.5.2.8. Where the destination signaling point is an AT&T local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a Gateway pair of AT&T local STPs, and shall not include SCCP Subsystem Management of the destination.
- 17.5.2.9. SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (“ISDNUP”), as specified in the applicable Industry Standard Technical References.
- 17.5.2.10. SS7 Network Interconnection shall provide all functions of the TCAP, as specified in the applicable Industry Standard Technical References.
- 17.5.2.11. If and when Internetwork MTP Routing Verification Test (“MRVT”) and SCCP Routing Verification Test (“SRVT”) become approved ANSI standards and available capabilities of Sprint

STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

17.5.2.12.SS7 Network Interconnection shall be equal to the applicable Industry Standard Technical References.

17.5.3. Interface Requirements

17.5.3.1.Sprint shall offer the following SS7 Network Interconnection options to connect AT&T or AT&T-designated STPs to the Sprint SS7 network:

15.5.3.1.1 D-link interface from AT&T STPs.

17.5.3.2.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.

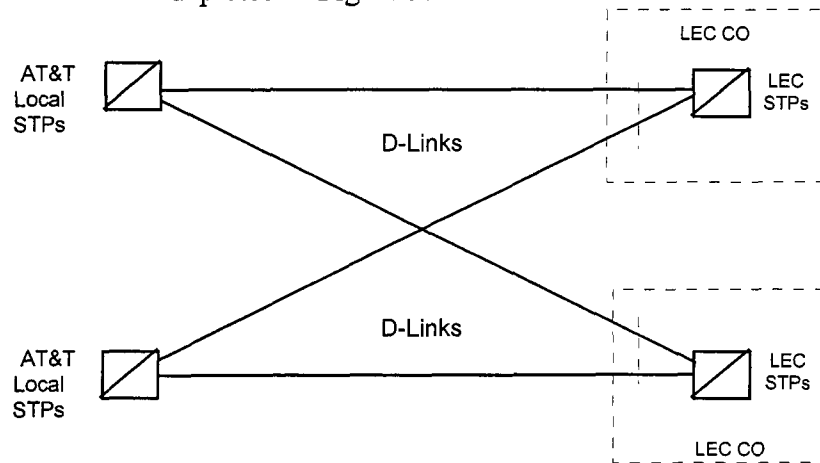


Figure 9. D-LINK Interface

17.5.3.3.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 AT&T Local Switching systems or STPs with Sprint STPs as soon as these become approved

ANSI standards and available capabilities of Sprint STPs.

17.5.3.3.1. AT&T and Sprint shall mutually develop a plan for interconnection of their signaling networks. The number and location of the Signaling Points of Interconnection ("SPOIs") as well as the requirements for link diversity will be specified in said plan. The Parties shall agree upon a plan that is reasonable and efficient for both Parties.

17.5.3.3.2. Each Party will designate one of the two SPOIs in the LATA. A SPOI can be any existing cross-connect point in the LATA. Since each Party will designate a SPOI, both Parties will have the incentive to select reasonable and efficient SPOI locations.

17.5.3.3.3. Each signaling link requires a port on each Party's STP at rates as specified in Attachment 1.

17.5.3.4. Where physical diversity is available, the Sprint CO shall provide intraoffice diversity between the SPOIs and the Sprint STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B or D-links in a layer connecting to a Sprint STPs.

17.5.3.5. The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP and TCAP. These protocol interfaces shall conform to the applicable Industry Standard Technical References.

17.5.3.5.1. Sprint shall set message screening parameters to accept messages at AT&T's instructions from AT&T local or tandem switching systems destined to any signaling point in the Sprint SS7 network with which the AT&T switching system has a legitimate signaling relation.

- 17.5.4. SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable Industry Standard Technical References.
- 17.6. Network Interconnection [Note This Section covers Network Elements purchased from Sprint used in AT&T's network to support interconnection, not Sprint's interconnection trunks.]
- 17.6.1. Technical Requirements
- 17.6.1.1. When requested by AT&T, Sprint shall provide interconnections between the Sprint Network Elements provided to AT&T and AT&T's network at transmission rates agreed upon by AT&T and Sprint, (e.g., DSO, DS1, DS3 and SONET).
- 17.6.1.2. Traffic shall be combined and routed as follows:
- 17.6.1.2.1. Sprint shall provide direct trunks for IntraLATA traffic (except 911, directory assistance, Operator Services, and other services that may require special routing) and, at AT&T's request, Sprint shall allow AT&T to route such traffic either directly to a Sprint tandem or directly to a Sprint end office.
- 17.6.1.2.2. At AT&T's request, Sprint shall receive AT&T traffic destined to the Sprint Operator Systems Network Element, on trunks from an AT&T end office or an AT&T tandem.
- 17.6.1.2.3. At AT&T's request, Sprint shall receive AT&T CAMA-ANI ("Centralized Automatic Message Accounting - Automatic Number Identification") traffic destined to the Sprint B911 PSAPs, or E911 tandems, on trunks from an AT&T end office.
- 17.6.1.2.4. Where deployed and at AT&T's request, Sprint shall receive AT&T SS7 traffic destined to any Sprint S911 tandem on trunks from an AT&T end office.

17.6.1.3.Sprint shall provide two-way trunk groups for interconnections. At AT&T's request, Sprint shall provide unidirectional traffic on such trunks, in either direction, effectively operating them as if they were one-way trunk groups.

17.6.1.4.Sprint shall provision trunks without any user restrictions (e.g., option for two-way trunking, and no restrictions by traffic types).

17.6.1.5.Sprint shall provide trunking in accordance with applicable Telcordia and other industry standards.

17.6.1.6.At AT&T's request, Sprint shall provide for overflow routing from a given trunk group or groups onto another trunk group or groups as AT&T designates.

17.6.1.7.Sprint and AT&T shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXC's. These trunk groups can be provided in a "meet point" arrangement.

17.6.1.8.Interconnection shall be made available upon AT&T's request at any Technically Feasible point of interface. All trunk interconnections shall be provided, including, SS7, MF, DTMF, DialPulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary so that interim NP can be provided.

17.6.1.9.Trunk Interface Requirements

17.6.1.9.1.B911/E911 Trunks

17.6.1.9.1.1.Sprint shall allow AT&T to provide direct trunking to each Sprint B911 serving end office, or Sprint E911 tandem, as is appropriate for the applicable serving area. These trunks are to be provided as one-way trunks from a given AT&T end office to the Sprint 911 end office or tandem.

17.6.1.9.1.2.Sprint shall provide for overflow 911 traffic to be sent to the Sprint Operator Services platform or, at AT&T's direction, routed directly to AT&T's Operator

Services platform to be handled in the same manner as Sprint handles its own end users or others.

17.6.1.9.2.S911 Trunks

17.6.1.9.2.1.In areas where S911 tandems are used, Sprint shall allow AT&T to provide direct trunking to each Sprint S911 tandem. Such SS7 trunks are to be provided as one-way trunks from a given AT&T end office to the Sprint S911 tandem.

17.6.1.9.3.Local Switch and Access Tandem Trunks

17.6.1.9.3.1.Sprint shall provide trunks groups provisioned exclusively to carry IntraLATA traffic, as designated by AT&T.

17.6.1.9.3.2.Sprint shall provide trunk groups provisioned exclusively to carry InterLATA traffic, as designated by AT&T.

17.6.1.9.3.3.Sprint shall provide SS7 trunks which provide SS7 interconnection. At AT&T's request, MF trunks may be substituted for SS7 trunks where applicable.

17.6.1.9.3.4.Sprint shall simultaneously route calls based on dialed digits in accordance with the applicable Industry Standard Technical References , and Carrier Identification Code in accordance with the applicable Industry Standard Technical References over a single SS7 trunk group.

17.6.2. Network Interconnection between Sprint and AT&T shall meet or exceed all of the requirements for Network Interconnection set forth in the applicable Industry Standard Technical References.

18. OPERATIONS SUPPORT SYSTEMS (OSS)

18.1. Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and

information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services. The prices for loop qualification information are included in the pricing Attachment of this Agreement.

- 18.1.1. In addition to the electronic Interfaces, Sprint shall provide manual processes available to other CLECs for preordering, ordering, provisioning, and billing functions via Sprint's Local Service Center, and for repair and maintenance functions through Sprint's Local Operations Center. AT&T shall use its best efforts to utilize these electronic Interfaces.
- 18.1.2. AT&T agrees to utilize the Interfaces described herein, only for the purposes of establishing and maintaining resale services, Unbundled Network Elements, Unbundled Network Elements Combinations, number portability and Interconnection services (hereinafter "the Services") from Sprint. AT&T agrees that such use will comply with the reasonable security requirements of Sprint. The Dispute Resolution process set forth in the General Term and Conditions of this Agreement shall apply to any issues which arise under this Section, including any alleged non-compliance with these security guidelines.
- 18.1.3. Sprint will provide AT&T with access to the Interfaces twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance on the web based ordering system (IRES). Sprint shall provide AT&T on parity with all other CLECs advance notice of any scheduled maintenance.
- 18.1.4. The Parties agree that the Change Management Process in Section 19, and incorporated by this reference, will be used to manage changes to existing interfaces, introduction of new interfaces and retirements of interfaces. **(OPEN)**

18.2. Pre-Order

- 18.2.1. Sprint will provide real time, electronic access to pre-order functions with the exception of switch configurations and DDD described below to support AT&T's ordering of the Services via the electronic interfaces described herein. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Sprint will make the following real time pre-order functions available to AT&T:

- 18.2.1.1. Features and services available at a valid service address;

18.2.1.2. Access to customer service records (CSRs) for Sprint retail or resale end users. The information will include billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. AT&T agrees to comply with the conditions as described in this Section of this Part D.

18.2.1.3. Telephone number assignment and confirmation;

18.3. Desired Due Date ("DDD");

18.3.1. AT&T shall specify on each order the Desired Due Date ("DDD"). Sprint shall not complete the order prior to the DDD, unless authorized by AT&T.

18.3.2. If the DDD falls after the agreed upon standard order completion interval, Sprint shall use the DDD as the order due date.

18.3.3. Subsequent to an initial order submission, AT&T may request a new/revised due date that is earlier than the minimum defined interval.

18.3.4. Any special or preferred scheduling options available, internally or externally to Sprint, for ordering and provisioning services shall also be available to AT&T.

18.3.5. Sprint shall use best efforts to complete orders by the AT&T requested DDD within agreed upon intervals and performance measures.

18.4. Information regarding whether dispatch is required and available installation appointments; (**OPEN**)

18.4.1. Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll;

18.4.2. Service address verification.

18.4.3. Loop qualification as outlined in this Part D. Loop qualification shall apply only to AT&T orders for unbundled loops or loop combinations.

18.5. Ordering/Provisioning

18.5.1. Sprint will provide access to ordering and statusing functions to support AT&T provisioning of the Services via the Interfaces. To order the Services, AT&T will complete the service request to identify what features, services, or elements it wishes Sprint to provision in accordance with mutually agreeable ordering

requirements.

- 18.5.2. AT&T may submit, and Sprint will accept, orders for Combinations or for multiple individual Unbundled Network Elements on a single service request at the same service address. In no event shall AT&T be required to submit separate service requests for each individual Unbundled Network Element in any Combination.
- 18.5.3. Sprint shall provide all provisioning services to AT&T during the same business hours that Sprint provisions services for its end user customers. If AT&T requests that Sprint perform provisioning services at times or on days other than as required in the preceding sentence, AT&T shall pay the applicable time and material charge for such services.
- 18.5.4. When AT&T places an electronic order Sprint will provide AT&T with an electronic confirmation notice. The confirmation notice will follow industry-standard formats and contain Sprint commitment date for order completion ("Committed Due Date"). Upon completion of the order, SPRINT will provide AT&T with an electronic completion notice which follows industry-standard formats and which states when that order was completed.
- 18.5.5. When AT&T electronically orders the Services, Sprint shall provide notification electronically of any instances when (1) Sprint's Committed Due Dates are in jeopardy of not being met by Sprint on any service or (2) an order contains Rejections/Errors in any of the data element(s) fields. Such notice will be made as soon as the jeopardy or reject is identified.
- 18.5.6. Where Sprint provides installation on behalf of AT&T, Sprint shall advise the AT&T Customer to notify AT&T immediately if the AT&T End User requests a service change at the time of installation.

19. CHANGE MANAGEMENT

- 19.1. As of the Effective Date of this Agreement, Sprint does not have a formal Change Management Process ("CMP"), however, Sprint is in the process of developing a CMP. AT&T has provided Sprint with initial comments on Sprint's draft CMP document. In addition, AT&T has expressed its interest in Sprint conducting a collaborative negotiation with CLECs to fully develop Sprint's CMP. It is AT&T's intent that the Sprint CMP provide a meaningful opportunity for CLECs to influence changes relating to all matters included within the scope of the CMP. Any disputes that arise in such negotiation may be resolved through the dispute resolution provisions of this Agreement.

- 19.2. It is AT&T's belief that Sprint's CMP document should be part of this Agreement, however, because the Sprint CMP is not fully developed and the CMP document is dynamic in nature, the Parties agree that a minimum set of requirements for Sprint's CMP shall be included in this Agreement. This Section 19 contains the minimum requirements of Sprint's CMP. Since the CMP document is a collaborative effort by all of Sprint's customers, the target date for CMP implementation is Sept. 30, 2003.
- 19.3. Sprint agrees to maintain a collaborative change management process, known as the Change Management Process (CMP), that meets or exceeds OBF guidelines, standards and practices to address Sprint's OSS, including all business rules underlying Sprint's OSS. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLECs and Sprint to initiate and discuss CLEC and Sprint change requests (CRs), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Sprint to discuss and prioritize CRs, (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Sprint's OSS can be promptly and effectively mitigated and resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Sprint processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Sprint that enables CLECs to effectively use Sprint's OSS interfaces, including enabling CLECs to build an electronic gateway once Sprint implements an application-to-application interface; and (xi) a process for changing any aspect of CMP (including the scope of CMP) that calls for collaboration among CLECs and Sprint and requires agreement by the CMP participants.
- 19.4. Pursuant to Sprint's CMP, Sprint shall submit to CLECs through the CMP, among other things, (i) modifications to pre-ordering, ordering/Provisioning processes, (ii) introduction of pre-ordering, ordering/Provisioning processes, (iii) discontinuance of pre-ordering, ordering/Provisioning processes, (iv) modifications to existing OSS interfaces, (v) introduction of new OSS interfaces, (vi) retirement of existing OSS interfaces, (vii) changes to business rules and documentation that underly or relate to Sprint's OSS interfaces, and (viii) any changes to the CMP. Sprint shall maintain as part of CMP an escalation process so that CMP issues can be escalated to a Sprint representative authorized to make a final decision and a process for the timely resolution of disputes. If the Sprint CMP document does not contain an express provision for the resolution of disputes, the Parties agree that the dispute resolution

provisions set forth in this Agreement may be used to resolve disputes that arise in CMP.

- 19.5. As of the Effective Date, Sprint anticipates including IRES as the only Sprint OSS interface that is subject to the CMP. Sprint agrees that if it develops an application-to-application interface that Sprint shall also make such interface subject to the CMP.
- 19.6. In the course of establishing operational ready system interfaces between Sprint and CLEC to support local service delivery, CLEC and Sprint may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Sprint will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

PART E
INTERCONNECTION

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PART E – INTERCONNECTION

1. NETWORK INTERCONNECTION

Sprint's Proposed Language

- 1.1 AT&T shall designate the Point(s) of Interconnection in each LATA on Sprint's network for the mutual exchange of traffic, with both Parties assuming financial responsibility for bringing their traffic to the POI designated by AT&T, except as provided in Part E, Section 3.2. Each Party will be responsible for engineering and maintaining its network on its side of the POI, except as provided in Section 16 of this Part E.
 - 1.1.1 Upon AT&T's request for an additional POI, Sprint will interconnect with AT&T at any Technically Feasible point of AT&T's choosing on Sprint's network, subject to Section 3 of this Part E.
- 1.2 A Point of Interconnection (POI) is the physical telecommunications interface between Sprint and AT&T. It establishes the technical interface and point of operational responsibility. The Point of Interconnection has the following main characteristics:
 - 1.2.1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
 - 1.2.2. It is the point where Sprint and AT&T can verify and maintain specific performance objectives.
 - 1.2.3. It is specified according to the interfaces offered in this Part.
 - 1.2.4. It is the point where each Party becomes responsible to compensate the other Party for transport and termination the other Party provides to complete the originating Party's 47 U.S.C. 251(b)(5) traffic.
 - 1.2.5. Where the Parties deploy mid-span fiber meet arrangements the POI will be located at the Sprint wire center serving the arrangement.
- 1.3 Except in cases of indirect interconnection, the transmission facility that connects Sprint's and AT&T's networks is defined as the "Interconnection Facility." This may be a shared facility or may be established in accordance with Section 3.1 or 3.2 of this Part.

AT&T's Proposed Language

- 1.1 Each Party shall interconnect to the other Party's network in

accordance with the following:

- 1.1.1 Sprint shall permit AT&T to interconnect at any technically feasible point on Sprint's network, including, without limitation, tandems, end offices, outside plant facilities, and customer premises. For purposes of exchanging traffic between AT&T and Sprint, the Point of Interconnection ("POI") is a location on the terminating Party's network to which the interconnecting Party delivers traffic for termination.
- 1.1.2 At AT&T's sole discretion, AT&T will establish one or more POIs within a LATA in which AT&T offer local exchange service.
- 1.1.3 Sprint shall interconnect to the AT&T network (i.e., establish a POI) for the delivery of traffic originating on Sprint's network and Transit Traffic routed through Sprint's transit tandem carriers at such points as mutually agreed to by the Parties, or lacking mutually agreement, at each respective AT&T Switch serving the terminating AT&T end user.
- 1.1.4 Each Party will be responsible for providing all of the facilities and engineering of its network on its respective side of the POI.
- 1.1.5 Each Party shall compensate the terminating Party pursuant to Section 4 of the Part E for any transport that is used to carry traffic between the POI and a distant switch serving the terminating end user. Such transport shall either be Dedicated Transport or Common Transport pursuant to the interconnection method elected by the originating Party.
- 1.1.6 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in the Agreement and accepted industries practices.

2. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

- 2.1. Interconnection shall be provided in accordance with Applicable Law, including 47 C.F.R. § 51.305.
- 2.2. The Parties shall reciprocally terminate Local Traffic, ISP-Bound Traffic, Transit Traffic and IntraLATA/InterLATA toll including 8YY traffic calls originating on the other Party's network as follows:
 - 2.2.1. The Parties shall make available to each other, for an interim period, two-way (one-way directionalized) trunks for the transmission and routing of terminating Local Traffic, ISP-Bound Traffic, Transit Traffic, and translated intraLATA 8YY Traffic.

- 2.2.2. With respect to Local Interconnection trunks, the Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. Upon mutual agreement, the Parties shall transition all one-way trunks established under this Agreement.
- 2.2.3. Separate two-way Meet Point trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic, including 8YY Traffic, that transits Sprint's network. Parties agree not to route Local and IntraLata toll traffic exchanged between the Parties on Meet Point trunk groups. With thirty (30) days written notice, either Party may block any local traffic on a Meet Point trunk.
- 2.2.4. Separate trunks will be utilized for connecting AT&T's switch to each 911/E911 tandem.
- 2.2.5. To the extent necessary, two-way BLV/BLVI trunks will be used for the transmission and routing of BLV/BLVI traffic between each Party's operator service bureau.
- 2.2.6. Where traffic management or protective protocols such as call gapping are not implemented, Parties may use choke trunks for traffic congestion and testing.
- 2.2.7. At either Party's request, the Parties agree to work cooperatively to determine the feasibility of combining Local/IntraLATA Trunk Groups and IXC Trunk Groups on single Interconnection Trunk Groups ("Joint Interconnection Trunk Groups"). Whenever the use of Joint Interconnection Trunk Groups is determined to be feasible by the Parties, and ordering and billing procedures have been established:
 - 2.2.7.1. AT&T may order new Joint Interconnection Trunk Groups in accordance with such ordering and billing procedures. In addition, at AT&T's written request, the Parties will work together in good faith to convert existing Local/IntraLATA Trunk Groups and IXC Trunk Groups into Joint Interconnection Trunk Groups; provided that the Parties will complete such conversions within an interval and at appropriate charges negotiated by the Parties.
- 2.2.8. Upon mutual agreement, the Parties will work cooperatively to assure that reasonable diversity is achieved among the Trunk Groups between each Party's switches within each LATA.
- 2.2.9. The Parties shall deliver Local Traffic and ISP-Bound Traffic,

Transit Traffic, IntraLATA/InterLATA toll, including translated 8YY Traffic over trunk groups as agreed to by the Parties, provisioned under the Terms and Conditions of this Agreement, and groomed for a specific access tandem, only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; and (2) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem.

- 2.2.10. The Parties shall deliver over Local Traffic and ISP-Bound Traffic, Transit Traffic, IntraLATA/InterLATA toll, including translated 8YY Traffic trunk groups as agreed to by the Parties, provisioned under the Terms and Conditions of this Agreement, and groomed for a specific End Office, only traffic destined for those publicly-dialable NPA NXX codes served by that End Office, unless otherwise agreed to by the Parties.
- 2.2.11. The source for the routing information for all traffic shall be the then current version of the LERG issued by Telcordia Technologies, Inc., unless otherwise agreed to between the Parties.
- 2.2.12. Where either Party delivers miscellaneous calls with valid NXX codes (*i.e.*, time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 2.2.13. The Parties will cooperate to establish either (1) the capability to perform call gapping and other protective network traffic management controls or (2) separate, choke trunk groups for the completion of calls to customers such as radio contest lines.
- 2.2.14. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide inward operator-assisted busy line interrupt/verify traffic may be routed between the Parties via the common local trunk groups(s) or via a separate dedicated trunk group using network-routable access codes published in the LERG.
- 2.2.15. With respect to Local Traffic and ISP Bound Traffic Trunk groups, the originating Party shall be responsible for all Control Office functions for interconnection trunks and trunk groups; as well as the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups as more fully described in network maintenance and management provision of this Agreement. With respect to Meet Point trunk groups, the End Office Party is responsible for all Control Office functions, and

shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups as more fully described in network maintenance and management provision of this Agreement.

3. INTERCONNECTION ARCHITECTURE

3.1. AT&T Methods – AT&T may specify one or more of the following methods to interconnect with the SPRINT network:

- 3.1.1. Collocation - Sprint shall provide collocation to AT&T pursuant to the terms set forth in Part I (Collocation) of this Agreement. AT&T may, at its option, purchase such collocation at the rates, terms, and conditions set forth in this Agreement.
- 3.1.2. UNE Dedicated Transport provided by Sprint – such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with Applicable Law.
- 3.1.3. Special Access Facilities may be provided by Sprint. Such leased facilities shall be provided at the rates, terms, and conditions set forth in the Sprint Access Service tariff and consistent with Applicable Law.
- 3.1.4. Third Party Facilities – where AT&T utilizes the facilities provided by a source other than itself or Sprint. AT&T shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
- 3.1.5. Intra-building Interconnection – where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.
- 3.1.6. Fiber Meet -

Sprint's Proposed Language

- 3.1.6.1. Meet Point interconnection is a network arrangement where each party agrees to provide facilities to the same geographic location for the purpose of exchanging traffic. Both parties receive value from the arrangement. Therefore, the Parties agree that a Fiber Meet will only be used for interconnection (as defined below) when the amount of traffic from one network to the other is roughly balanced.

AT&T's Proposed Language

- 3.1.6.1. A Mid-Span Fiber Meet is an interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its serving wire center designated by AT&T and the appropriate fiber optic strands between its serving wire center and the fiber meet location designated by AT&T.
- 3.1.6.2. If AT&T elects to establish a POI with Sprint pursuant to a Fiber Meet, AT&T and Sprint shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system, where available, by which they shall interconnect their networks for the transmission and routing of traffic. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.
- 3.1.6.3. Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Sprint Interconnection Wire Center ("SIWC").
- 3.1.6.4. AT&T shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the AT&T Interconnection Wire Center ("AT&T Wire Center").
- 3.1.6.5. The Parties shall designate a POI, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable AT&T to deliver, fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the

POI. Sprint shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the POI. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each POI and will be noted properly on orders between the Parties.

3.1.6.6. Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by AT&T, Sprint shall allow AT&T access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

3.1.6.7. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

3.1.6.8. The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of AT&T, and half of the facility channels allotted to the use of ILEC. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.

Sprint's Proposed Language

3.1.6.9. The reasonably incurred construction costs for a Mid-Span Fiber Meet established pursuant this Section will be shared equally (*i.e.*, 50:50) between the Parties, unless otherwise agreed in writing. **Notwithstanding the foregoing, in no case will Sprint be responsible for construction costs outside its exchange boundaries.** No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement.

AT&T's Proposed Language

3.1.6.9. The reasonably incurred construction costs for a Mid-Span Fiber Meet established pursuant this Section will be shared equally (*i.e.*, 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement.

Sprint's Proposed Language

3.1.6.10. Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to

build-out its facilities to such Fiber Meet, **subject to the immediately proceeding section.**

AT&T's Proposed Language

- 3.1.6.10. Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

Sprint's Proposed Language

- 3.1.6.11. Neither Party shall charge the other for its portion of the Fiber Meet facility used **exclusively for non-transit local traffic (i.e. the Local Channel) or non-local traffic.** Charges incurred for other services including dedicated transport facilities to the POI if applicable will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable federal or state access service tariff.

AT&T's Proposed Language

- 3.1.6.11. Neither Party shall charge the other for its portion of the Fiber Meet facility. **Each Party may use the Fiber Meet facility to deliver Local Traffic, ISP-Bound Traffic, Transit Traffic, and IntraLATA/InterLATA toll traffic, including translated 8YY Traffic to the other Party.** Charges incurred for other services including dedicated transport facilities to the POI if applicable will apply. Charges for Switched and Special Access Services shall be billed to the appropriate carrier in accordance with the applicable federal or state access service tariff.
- 3.1.6.12. Unless otherwise limited by existing equipment constraints in Section 3.1.6.2, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

Sprint's Proposed Language

- 3.2. Sprint Methods – **To the extent that Sprint desires to provision its own transport,** Sprint may specify one or more of the following methods to interconnect with the AT&T network for the delivery of Sprint originated traffic, subject to the terms herein:

AT&T's Proposed Language

- 3.2. Sprint Methods – Sprint may specify one or more of the following methods to interconnect with the AT&T network for the delivery of Sprint originated traffic, subject to the terms herein:
- 3.2.1. Space License - AT&T, at its sole discretion, may permit Sprint to utilize space and power in AT&T facilities specified by AT&T solely for the purpose of terminating Local traffic and ISP Bound Traffic, Transit Traffic and Meet Point Traffic (collectively “Local Traffic and ISP Bound Traffic”). The terms and conditions of such arrangement shall be pursuant to (Space License) of this Agreement.
 - 3.2.2. Dedicated Transport provided by AT&T – Such leased facilities shall be provided, where available at the rates, terms, and conditions set forth in this Agreement or AT&T tariff. Dedicated Transport shall be considered available based on AT&T’s projected need for the requested capacity over the term requested by Sprint.
 - 3.2.3. Third Party Facilities – where Sprint utilizes the facilities provided by a source other than itself or AT&T. Sprint shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
 - 3.2.4. Intra-building Interconnection – subject to mutual agreement of the parties, where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.
 - 3.2.5. Mid-Span Fiber Meet – interconnection of each Party’s fiber cable at a location to which the parties have mutually agreed. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.
 - 3.2.5.1. The Parties will work cooperatively in the selection of compatible transmission equipment.
 - 3.2.5.2. Unless the Party’s otherwise mutually agree, the SONET data control channel will be disabled.

4. COMPENSATION MECHANISMS

4.1. Compensation for transport and termination of Local Traffic shall be in accordance with Applicable Law including Subpart H of § 51 of the Code of Federal Regulations.

4.1.1. For calls terminated to end users outside the local calling area in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation and Sprint shall not be obligated to pay reciprocal compensation, including transport, for this traffic and access charges shall apply.

Sprint's Proposed Language

4.1.2. **Calls that are originated and terminated by telephone but are transmitted via the internet network (VOIP) shall be compensated in the same manner as voice traffic.**

AT&T's Proposed Language

4.1.2. **The parties have been unable to agree as to whether Voice over Internet Protocol ("VOIP") transmissions should be compensated as exchange access traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree, on a prospective basis, to abide by any effective and applicable FCC rules and orders regarding such traffic and the compensation payable by the Parties for the same, provided such FCC rules and orders are incorporated into this Agreement in accordance with Sections 1.4, 1.5 and 1.6 of Part B of this Agreement.**

Sprint's Proposed Language

4.1.3. Compensation for Shared Interconnection Facility

4.1.3.1. **The transmission facility that connects Sprint's and AT&T's network, as set forth in Sprint's language 1.3, is defined as the "Interconnection Facility." The Interconnection Facility may be a shared facility. Notwithstanding any other provision to the contrary, if AT&T provides one-hundred percent (100%) of the Interconnection Facility via lease of meet-point circuits between Sprint and a third-party; lease of Sprint facilities, lease of third party facilities; or construction of its own facilities; the POI for the mutual exchange of traffic will be the Sprint office where the leased facility terminates. Should the facility provided by AT&T be used to terminate Sprint originated traffic, AT&T may charge Sprint for a proportionate amount of the facility**

charges based on Sprint's relative usage for local traffic for a portion of the facility consistent with Section 4.1.4 using Sprint's cost-based dedicated transport rate or its own cost-based rates if filed and approved by a commission of appropriate jurisdiction in accordance with 47 C.F.R. 51.711(b).

4.1.3.2. In the event that AT&T elects to offer service within a LATA using a switch located in another LATA, AT&T agrees to provide the transport for both Party's traffic between the remote AT&T switch and a point (i.e., a facility point of presence) within the LATA in which AT&T offers service, at no charge to Sprint.

4.1.3.3. Should Sprint elect to provision its own transport to AT&T's network to deliver its originated traffic pursuant to Section 3.2 of this Part E there is no shared interconnection facility for which Sprint would compensate AT&T. Should Sprint elect to provision its own transport to AT&T's network to deliver its originated traffic, Sprint reserves the right to only provision to the point of presence in the LATA pursuant to 4.1.3.2.

4.1.3.4. All recurring charges associated with transport between Sprint and AT&T shall be in accordance with Applicable Law. For trunking facilities that carry both Parties' Local Traffic and ISP-Bound Traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities based on the percentage of the total traffic originated by that Party excluding any toll traffic and traffic under Section 4.2. Both Parties shall determine the applicable percentages twice per year based on the previous six (6) months' minutes of use billed by each Party. The Parties shall share the results of the minutes of use billed by the other Party and will work cooperatively on a mutually agreeable percentage. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic.

4.1.4. Reciprocal Compensation for Local Traffic and Termination
Excluding Interconnection Facility

Sprint's Proposed Language

4.1.4.1. When an AT&T subscriber places a call to Sprint subscribers, AT&T will hand off that call to Sprint at

the AT&T designated POI on Sprint's network. Conversely, when Sprint hands over Local Traffic to AT&T for AT&T to transport and terminate, Sprint must use this established POI within the LATA unless Sprint has exercised its ability to provision its own transport to pursuant to section 3.2 of this Part E.

AT&T's Proposed Language

4.1.4.1. Each Party will deliver traffic destined to the other Party's subscribers at a POI established in accordance with Section 1 of this Part E.

4.1.4.2. The transport and termination charges for Local Traffic shall be as follows:

4.1.4.2.1. For traffic delivered through a Sprint or AT&T Switch Center (as defined in Part A and subject to Section 4.1.4.2.3 below), the tandem switching rate shall apply per minute in addition to end office termination. Neither Party shall be responsible for reciprocal compensation to the other Party for call termination charges associated with third-party traffic that transits such Party's network.

4.1.4.2.2. For AT&T local traffic terminated by Sprint at a Sprint end office, AT&T will pay to Sprint a per minute of use end office call termination rate. For Sprint local traffic terminated by AT&T at an AT&T end office, Sprint will pay to AT&T a per minute of use end office call termination rate.

4.1.4.2.3. In those instances where AT&T demonstrates that its switch serves an area that is geographically comparable to the Sprint tandem switch serving area Sprint will pay to AT&T a per minute of use call termination rate equal to the sum of the end office rate, the common transport rate and the tandem switch rate. In order to demonstrate that its switch serves a geographical comparable area AT&T must provide supporting documentation to Sprint that (1) AT&T's switch serves a geographic area that is roughly the same size as the area served by the Sprint tandem switch; (2) AT&T has obtained NPA/NXX codes to serve the exchanges within the geographic area; and, (3) AT&T is serving the area using its own switch with its own

facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.

4.2. Compensation for ISP-Bound Traffic

Sprint's Proposed Language

- 4.2.1 **ISP-Bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern.** ISP Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its Order on Remand and Report and Order, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) ("ISP Remand Order"). All combined ISP-Bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is presumed to be ISP-Bound Traffic. All combined ISP-Bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is presumed to be Local Traffic. This presumption may be rebutted by either Party consistent with the provisions of the ISP Remand Order.

AT&T's Proposed Language

- 4.2.1. **ISP-Bound Traffic shall have the same meaning as set forth by the FCC in its Order on Remand and Report and Order, FCC Docket Nos. 96-98 and 99-68, FCC 01-131 (released April 27, 2001) ("ISP Remand Order").** ISP Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its Order on Remand and Report and Order, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) ("ISP Remand Order"). All combined ISP-Bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is presumed to be ISP-Bound Traffic. All combined ISP-Bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P, that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is presumed to be Local Traffic. This presumption may be rebutted by either Party consistent with the provisions of the ISP Remand Order.

- 4.2.1.1. Subject to the Audit provisions contained in Part B in the General Terms and Conditions of this Agreement, each Party shall calculate, in accordance with subsection 4.2.1 of this Attachment, the Local Traffic and ISP-Bound Traffic that it terminates from the other Party.
- 4.2.1.2. Beginning with the effective date of this Agreement and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-Bound Traffic delivered to the terminating Party.
- 4.2.1.3. To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-Bound Traffic delivered to the terminating Party.
- 4.2.2. Notwithstanding anything to the contrary in this Agreement, the volume of ISP-Bound Traffic for which one Party may bill the other shall be capped as follows:
 - 4.2.2.1. For the purposes of establishing the number of ISP Bound minutes compensable for 2002, first the Parties shall use, on an annualized basis, the number of ISP-Bound Traffic minutes which the terminating Party terminated from the originating Party and was entitled to receive compensation during the first quarter of 2001, plus a ten percent growth factor. Second that number is increased by an additional ten percent growth factor. ISP-Bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-Bound Traffic minutes up to a ceiling equal to the year 2002 ceiling calculated above.
- 4.2.3. If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.
- 4.2.4. For this Agreement, Sprint offers to exchange both Local Traffic and ISP-Bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If AT&T chooses not to accept Sprint's offer to exchange both Local Traffic and ISP-Bound Traffic, subject to the rate caps in the ISP Remand Order, then AT&T shall notify Sprint immediately of this choice and the rate for the termination of traffic below the 3 to 1 ratio shall be the rate for reciprocal compensation for Local

Traffic as set forth in Attachment 1 of this Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this subsection, they shall invoke the Dispute Resolution procedures in Part B of this Agreement.

Sprint's Proposed Language

4.2.5. **AT&T must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint's Local Calling Area where the call originates to deliver the traffic to the POI. Such transport will be at TELRIC based transport rates.**

4.2.6. If the FCC, or the Commission in Docket No. 000075-TP, issues an order that affects either Party's rights or obligations under this Section 4.2, either Party may request an amendment to this Agreement, pursuant to Part B of this Agreement, to incorporate the terms of such order."

5. SIGNALING

5.1 Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

5.2 Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, AT&T 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.

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

trunks. In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit parity.

- 5.3 Refer to Unbundled Network Element Section E for detailed terms of Signaling, Message Screening, and SS7 Interconnection.

6. NETWORK SERVICING

6.1. Trunk Forecasting

- 6.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Inter-company forecast information must be provided by the Parties to each other twice a year. The semi-annual forecasts shall include:

6.1.1.1. Yearly forecasted trunk quantities (which include baseline data that reflect actual tandem and end office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two (2) years (current plus one (1) year));

6.1.1.2. The use of Common Language Location Identifier ("CLLI-MSG"), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100; and

6.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 6.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
- 6.1.2.1. 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.
- 6.1.2.2. 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.
- 6.1.3. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 6.1.4. Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher, as agreed upon by AT&T and Sprint. Initial trunking will be established between the AT&T switching centers and Sprint's access tandem(s). The Parties will utilize direct end office trunking under the following conditions:
- 6.1.4.1. 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 AT&T and Sprint subscribers.

Sprint's Proposed Language

- 6.1.4.2. 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 AT&T 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 AT&T switching center and Sprint access tandem exceeds or is forecast to exceed **220,000 minutes of Local Traffic per month** unless otherwise mutually agreed.

AT&T's Proposed Language

6.1.4.2. **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 AT&T switching center and a Sprint end office where the traffic exceeds or is forecast to exceed **a single DS1 of Local Traffic during the time consistent busy hour (as measured utilizing the day-to-day variation and peakedness) per month over a period of three (3) consecutive months.** The Parties will install additional capacity between such points when overflow traffic between the AT&T switching center and Sprint access tandem exceeds or is forecast to exceed **a single DS1 of Local Traffic during the time consistent busy hour (as measured utilizing the day-to-day variation and peakedness) per month** unless otherwise mutually agreed.

6.1.4.3. **Mutual Agreement.** The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions set forth in subsections 6.1.4.1 and 6.1.4.2 above and agreement will not unreasonably be withheld.

6.2. Grade of Service

6.2.1. An overall blocking standard of P.005 (.5%) during the average busy hour, as defined by both Sprint and CLEC standards, for final trunk groups between the CLEC switching center and a Sprint access tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups and direct end office trunk groups are to be engineered with a blocking standard of P.010 (1%).

6.3. Trunk Servicing

6.3.1. Orders from one of the Parties to the other to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or other industry standard form for local service ordering, transmitted using an electronic ordering interface. The Parties agree to cooperate in the establishment, testing and implementation of such an electronic interface to

exchange orders, in accordance with the provisions of Part G Business Process Requirements of this Agreement.

6.3.2. Both Parties will manage the capacity of their interconnection trunk groups. SPRINT will issue an ASR to AT&T to trigger changes SPRINT desires to the SPRINT interconnection trunk groups based on SPRINT's capacity assessment. AT&T will issue an ASR to SPRINT to trigger changes AT&T desires to the AT&T interconnection trunk groups based on AT&T's capacity assessment.

6.3.2.1. Either Party may issue a Trunk Group Service Request (TGSR) to the other Party to trigger changes it desires to the interconnection trunk groups based on its capacity assessment. The Party receiving the TGSR will, within an agreed upon interval, respond with an ASR or an explanation of why it believes an ASR is inappropriate.

6.3.2.2. The Party submitting an ASR will provide complete and accurate tie down inventory assignments, in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order. Additional tie down information, such as span information, may be required when applicable.

6.3.2.3. The Parties will prepare ASRs pursuant to the Industry Standard Guidelines of the OBF. When submitting an ASR, SPRINT will identify AT&T's end office or virtual end office in the SEC LOC field of the ASR form.

6.3.2.4. The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.

6.3.3. The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than an agreed upon interval, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, SPRINT will expedite installation, upon AT&T's request. Where facilities are not available the Parties will mutually agree to a different timeframe.

6.3.4. Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their

implementation shall be jointly planned and coordinated. If orders that are component pieces of a major project are submitted after project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Major projects are those that require the coordination and execution of multiple orders or related activities between and among SPRINT and AT&T work groups, including, but not limited to, the initial establishment of local interconnection or meet point trunk groups, extending service into a new area, NXX code moves, facility grooming, or network rearrangements. Unless the orders are submitted for the switch, several orders submitted at one time may not be classified as a major project hereunder without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.

7. NETWORK MANAGEMENT

- 7.1. AT&T agrees to notify Sprint's NOC as the first point of escalation. The NOC will be responsible for escalation to the appropriate level upon request network management
- 7.2. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. AT&T and Sprint will immediately notify each other of any protective control action planned or executed.
- 7.3. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

- 7.4. Mass Calling. AT&T 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. Mass calling numbers cannot be used in conjunction with INP.

8. OUTAGE REPAIR STANDARD

- 8.1. In the event of an outage or trouble in any arrangement, facility, or service being provided by SPRINT hereunder, SPRINT will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by SPRINT to itself or any subsidiary.

9. JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS

- 9.1. AT&T and SPRINT shall jointly develop an implementation and grooming process.

10. INSTALLATION, MAINTENANCE, TESTING AND REPAIR

- 10.1. Sprint will use best efforts to provide AT&T at least thirty (30) days advance notice of any scheduled maintenance activity which may impact AT&T's Customers. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls. 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, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.
- 10.2. Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that AT&T LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate SPRINT switches. A mutually agreed test calling plan shall be conducted to ensure successful completion of originating and terminating calls. These processes will be established by the implementation team.

11. INTERFERENCE OR IMPAIRMENT

- 11.1. Sprint's will run exception reports on a weekly basis that includes blocking/capacity information. Once offending groups appear on the report, Engineering will analyze to determine if an anomaly such as weather caused the offence. If necessary, the Engineer will contact the connection company to make arrangements to augment the trunk group. Because this preventative process is already in place, Sprint will comply

with the TGS Industry Standard response time of 7 calendar days.

12. USAGE MEASUREMENT

- 12.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 12.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 12.3. Each Party shall provide to the other, within twenty (20) business days after the end of each quarter (commencing with the first full quarter after the Effective Date of this Agreement), a usage report with the following information regarding traffic sent by the recording Party over the Local Interconnection trunk groups, whether the arrangement is direct interconnection or transit through a third party:
 - 12.3.1. Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) terminated to each other over the local interconnection trunk groups; and
 - 12.3.2. Percent Local Use ("PLU").
- 12.4. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.
 - 12.4.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

13. TRANSIT TRAFFIC

- 13.1. Transit Traffic means the delivery of local traffic by AT&T or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/non EA_intraLATA interconnection trunks. The following traffic types will be delivered by either Party: local traffic and non EA intraLATA toll and switched traffic originated from AT&T or Sprint and delivered to such third party LEC, ILEC or CMRS; and non EA intraLATA 800 traffic.

13.2. Terms and Conditions

- 13.2.1. Each Party acknowledges that third parties may block transit traffic. To the extent the originating Party's traffic is blocked by a third party, the transiting Party shall have no obligation to the originating Party to resolve the dispute.
- 13.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party. **(OPEN)**
- 13.2.3. Notwithstanding any other provision to the contrary, once the traffic volume between AT&T and Sprint exceeds a DS1 equivalent of traffic, Sprint will no longer provide transit service and AT&T must establish a direct interconnection with the third party for the exchange of such traffic. Sprint will notify AT&T when the traffic volume reaches a DS1 equivalent of traffic. Within sixty days of such notification AT&T shall establish a direct interconnection with such third party. After sixty days if AT&T has not established a direct interconnection and provided AT&T is exercising its best efforts to implement a direct connection with such third party, Sprint shall continue to transit the traffic. If Sprint disagrees that AT&T is using its best efforts to implement a direct connection, Sprint make seek relief pursuant to the Dispute Resolution provisions. **(OPEN)**

13.3. Payment Terms and Conditions

- 13.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:
 - 13.3.1.1. The originating Party shall pay to the transiting Party a transit service charge at the reciprocal compensation rates as set forth in the Attachment 1; and
 - 13.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.

13.4. Billing Records and Exchange of Data

- 13.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.
- 13.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLEC, ILEC, or CMRS provider. To the extent Sprint incurs additional cost in providing this billing information, AT&T agrees to reimburse Sprint for its direct costs of providing this information.
- 13.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

14. MEET POINT TRAFFIC

- 14.1. The Parties will establish two-way meet point trunk groups separate from Local Traffic and Information Access Traffic trunk groups, to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of Meet Point Traffic:
 - 14.1.1. AT&T will provide local switching and, at its discretion, transport of Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to SPRINT's tandem switch.
 - 14.1.2. SPRINT will provide, tandem switching and, if so requested by AT&T, transport of Feature Group B and D calls from AT&T end-users who have chosen an IXC that is connected to SPRINT's tandem switch.
 - 14.1.3. Neither Party will charge the other for the use of its facilities; and the Parties will bill the IXC in accordance with MECOD/MECAB guidelines.
 - 14.1.4. SPRINT will have no responsibility for ensuring that the Switched Access Service customer will accept or pay for the traffic.
 - 14.1.5. SPRINT shall direct traffic received from Switched Access customers directly to AT&T's end office serving the called party where such connection exists and is available.
 - 14.1.6. Originating Feature Group B calls delivered to either Party's

tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.

14.1.7. The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

15. INDIRECT TRAFFIC

15.1. Interconnection

15.1.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.

Sprint's Proposed Language

15.1.2. **Sprint will notify AT&T when the total Indirect Traffic volume reaches a DS1 equivalent of traffic. Within sixty days of such notification AT&T shall establish a direct interconnection as provided for in this Agreement. Provided AT&T is exercising its best efforts to implement a direct connection, Sprint shall continue to utilize the indirect arrangement for the exchange of traffic. If Sprint disagrees that AT&T is using its best efforts to implement a direct connection, Sprint make seek relief pursuant to the Dispute Resolution provisions, including that AT&T be responsible for any third party transit charges incurred by Sprint.**
(OPEN Arbitration Issue)

AT&T's Proposed Language

15.1.3. Each Party shall, at its sole discretion, determine for its own

Indirect Traffic terminating to the other Party, where and when it will replace indirect interconnection with direct interconnection.

15.2. Exchange Of Traffic

- 15.2.1. The Parties will send each other Indirect Traffic, and may also send each other Transit Traffic.
- 15.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party.
- 15.2.3. Except as otherwise provided herein, each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting Party.
- 15.2.4. Sprint reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll) interstate access usage and CMRS, if applicable or AT&T's actual usage reporting. Sprint and AT&T reserve the right to measure and audit all traffic to ensure that proper rates are being applied. AT&T agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such audit.

15.3. Compensation for Indirect Traffic

15.3.1. Non-Local and Non-Information Access Indirect Traffic

15.3.1.1. Compensation for the termination of non-Local traffic, non-Information Access 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.

15.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

15.3.2. Local Traffic and ISP-Bound Traffic. The rates set forth on

Attachment I shall apply, in accordance with this Part E.

15.3.2.1. The originating party shall be responsible for any charges due the transit provider.

15.3.2.2. Should the transit facilities connect to a Party's tandem, the other party will also pay to the tandem Party tandem switching and common transport for the facilities between the tandem and the end office, and end office termination. If the facilities connect to a Party's end office, the other Party will pay to the end office Party end office termination in addition to the common transport for the transit facilities. When the call terminates at a remote switch common transport will also be billed for the facilities connecting it with the host switch.

Sprint's Proposed Language

15.3.2.3. **Neither Party shall bill the other for any portion of the interconnection facility established with the transit provider that is used for the exchange of Indirect Traffic.** (OPEN Arbitration Issue)

AT&T Proposed Language

15.3.2.3. **Neither Party will assess charges to the other Party for local telecommunications traffic that originates on such Party's network.**

16. RESPONSIBILITIES OF THE PARTIES

16.1. Sprint and AT&T will review engineering requirements consistent with the Implementation Plan described in the General Terms and Conditions of this Agreement.

16.2. AT&T 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.

16.3. AT&T and Sprint shall:

16.3.1. Provide trained personnel with adequate and compatible standard test equipment to work with each other's technicians.

16.3.2. Notify each other when there is any change affecting the service requested, including the due date.

16.3.3. Coordinate and schedule testing activities of their own personnel,

and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

16.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

16.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

16.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.

16.3.7. Provide to each other test-line numbers and access to test lines.

16.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

17. SPACE LICENSE

17.1. AT&T, at its sole discretion, may license Sprint to situate Sprint equipment in the AT&T Central Office and to utilize AT&T site support services in the AT&T Central Office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of delivering Local Traffic and Information Access Traffic to AT&T for completion in accordance with provisions of this Agreement. Such licenses and site support services are referred to herein collectively as a "Space License."

17.2. The only allowable network interfaces under a Space License are DS1 and DS3. **(OPEN)**

17.3. Space Licenses are available at AT&T's sole discretion and are further subject to the availability of space and site support services in each AT&T Central Office. To establish a Space License, Sprint must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.

17.3.1. Among the information to be provided in the questionnaire, Sprint must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the AT&T Central Office in which

Sprint's equipment is or is to be located is referred to herein as the "Equipment Space."

- 17.3.2. Sprint is responsible for the installation of Licensed Facilities in accordance with AT&T's installation processes and procedures.
- 17.3.3. If Sprint desires to modify its request, prior to notification from AT&T regarding availability, Sprint may do so by requesting that AT&T cancel the original request providing a new questionnaire to AT&T to process.
- 17.4. Following receipt of the questionnaire, AT&T will determine whether there is sufficient AT&T Central Office space and site support services to meet the request contained in the Sprint's questionnaire. AT&T will notify Sprint in writing whether there is sufficient AT&T Central Office space available for each such request.
- 17.5. Upon receiving written notification of the availability of AT&T Central Office space from AT&T, Sprint will provide written verification that it still requires such AT&T Central Office space. This written notification is Sprint's firm order for each AT&T Central Office space requested, and will constitute an executed Space License under the terms of this Agreement.
- 17.6. The rates and charges payable by Sprint under this Space License are set forth in Pricing provisions of this Agreement. **(OPEN)**
 - 17.6.1. Sprint will pay Port Charges, as described in Section 17.6.2 herein, to compensate AT&T for use of space, power and site service functions provided by AT&T for terminating Sprint ~~I-Traffic~~ Traffic. Additional charges for Multiplexing and Space License fees may also apply as specified herein. **(OPEN)**
 - 17.6.2. Port Charges
 - 17.6.2.1. A monthly recurring and a non-recurring Port Charge applies to all trunks used to route Sprint ~~I-Traffic~~ Traffic to AT&T for termination. With respect to two-way local interconnection trunks, which may carry traffic originating on AT&T's network, AT&T shall assess Sprint a Port Charge on the portion of the trunk group used to carry Sprint traffic destined to AT&T local customers. **(OPEN)**

17.6.2.1. Port Charges are assessed on a per DS-1 basis and are set forth in Appendix C. **(OPEN)**

17.6.2.2. Port Charges shall serve as compensation to AT&T for any Space License entered into between AT&T and Sprint. **(OPEN)**

17.6.3. Multiplexing

17.6.3.1. A monthly recurring and a non-recurring Multiplexing charge applies to all trunks used to route Sprint I-Traffic to AT&T for terminations that utilize a DS-3 interface. **(OPEN)**

17.6.3.2. The Multiplexing charge is assessed on a per DS-1 basis and is set forth in Appendix C. **(OPEN)**

17.6.4. Additional Space License Charges

17.6.4.1. When an application is made for Space License pursuant to this Agreement, an Application Fee, an Entrance Fiber Cable Fee, Installation Charges and any other applicable non-recurring charges shall apply, as set forth in Attachment 1. **(OPEN)**

17.6.4.2. Rates for all other local interconnection services provided by AT&T are set forth in the applicable AT&T tariff, as it may be modified from time to time. Those rates shall also apply for comparable services provided by AT&T Affiliates on whose behalf AT&T has entered into this Agreement, unless different rates appear in tariffs filed by those Affiliates, in which case the Affiliates' tariffed rates shall apply. **(OPEN)**

17.7. AT&T agrees to provide site support services as follows:

17.8. AT&T will design, engineer, furnish, install, and maintain cable racks for Sprint's use.

17.9. AT&T will design, engineer, furnish, install, and maintain a battery distribution fuse board (BDFB) from which AT&T will supply DC power to Sprint.

17.10. AT&T will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

17.11. AT&T will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T

maintains for its own similar equipment.

- 17.12. AT&T will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.
- 17.13. Sprint will use the Space Licenses solely for the purpose of delivering its Local Traffic and Information Access Traffic trunk group to AT&T, so that AT&T may complete such calls in accordance with the physical network Interconnection of this Agreement. Sprint agrees not to make any other use of the Space Licenses without the advance written consent of AT&T.
- 17.14. Upon reasonable advance notice and for the limited purpose of performing work for which Sprint is responsible under this Agreement, AT&T licenses Sprint to enter and exit the Equipment Space through portions of the AT&T Central Office as designated by AT&T. Unless a service outage is occurring or appears to be imminent, Sprint shall perform its work in the AT&T Central Office during regular business hours as designated from time to time by AT&T. **(OPEN)**
- 17.15. Sprint shall either furnish to AT&T, and keep current, a written list of all Sprint's employees and AT&T approved contractors authorized to enter the Equipment Space, or provide a twenty four (24) hour local or toll-free telephone number which AT&T can use to verify the authority of such persons. Sprint shall also furnish to AT&T, and keep current, samples of the identifying credentials to be carried by such persons. AT&T will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll-free telephone number, and bearing such identifying credentials. Notwithstanding Part B of this Agreement, Sprint hereby releases AT&T, AT&T's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom AT&T has admitted in good faith to the AT&T Central Office.
- 17.16. While in the AT&T Central Office, employees of Sprint and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them. **(OPEN)**
- 17.17. Sprint will be responsible for selecting its contractors and causing their compliance with this Agreement.
- 17.18. Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around AT&T's Central Office.

- 17.19. Sprint's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in AT&T's sole judgment, might cause damage to or otherwise interfere with AT&T's operations. AT&T reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of AT&T (and its affiliates, vendors, and customers).
- 17.20. In addition to the Licensed Facilities, Sprint may bring into the Equipment Space the small tools and portable test equipment needed for the work for which Sprint is responsible. Sprint will be responsible for the care and safeguarding of all such items. Sprint may not bring any other items into the AT&T Central Office without AT&T's prior written consent. In particular, and without limiting the foregoing, Sprint may not bring into the AT&T Central Office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
- 17.21. AT&T and its designees may inspect or observe the Equipment Space, the space designated by AT&T for Sprint transmission cable, the Licensed Facilities, and any work performed by or behalf of the Sprint in the AT&T Central Office, at any time. If the Equipment Space is surrounded by a security enclosure, Sprint shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.
- 17.22. AT&T and Sprint intend that the Licensed Facilities, whether or not physically affixed to the AT&T Central Office, shall not be construed to be fixtures. Sprint (or the lessor of Sprint equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.
- 17.23. Sprint agrees not to sell, convey, or lease Sprint transmission cable under any circumstances, except for a conveyance of Sprint transmission cable to AT&T upon termination of the applicable Space License. Sprint further agrees not to cause, suffer, or permit Sprint transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by Sprint or any act or omission of Sprint. If Sprint transmission cable becomes so encumbered, Sprint agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
- 17.24. The licenses granted by this Agreement are non-exclusive personal privileges allowing Sprint to situate the Licensed Facilities in the locations indicated by AT&T. These licenses and the payments by Sprint under this Agreement do not create or vest in Sprint (or in any other person) any property right or interest of any nature in any part of the AT&T Central Office.
- 17.25. The licenses granted to Sprint under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T Central Office; to any and all advances to be

made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

17.26. AT&T may relocate the licensed space, or the AT&T Central Office, or both upon thirty (30) days prior written notice to Sprint. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is AT&T's responsibility and is performed by AT&T will be without charge to Sprint. AT&T will reimburse Sprint for the reasonable cost of such relocation work performed by Sprint, and AT&T will provide at its own expense any additional or replacement cable racks and Sprint transmission cable needed to accommodate the relocation of the installation. AT&T and Sprint will work together in good faith to minimize any disruption of service in connection with such relocation.

17.27. Licensed Facilities will be furnished, installed and maintained in accordance with the following:

17.27.1.Sprint agrees to furnish all Licensed Facilities.

17.27.2.Sprint agrees to install the Licensed Facilities. Sprint agrees to comply with specifications and processes furnished by AT&T for installation performed by Sprint.

17.27.3.Sprint agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in Sprint's frame to the designated AT&T power source. Sprint will distribute the power among its equipment within the Equipment Space.

17.27.4.Sprint agrees to maintain in good working order all Sprint equipment in Equipment Space. AT&T agrees to repair Sprint transmission cable. Sprint is not permitted to repair installed Sprint transmission cable in order to avoid possible harm to other transmission cables.

17.27.5.Sprint may use contractors to perform installation and maintenance for which Sprint is responsible. AT&T consents to use of those contractors listed on a then current AT&T approved list of Sprint submitted contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld.

17.27.6.Sprint may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If Sprint chooses to install its equipment in locked cabinets, Sprint shall leave the appropriate keys with AT&T and agrees to allow AT&T the right of entry to such cabinets.

17.28. Under the Space Licenses, AT&T performs no communications services,

provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any Sprint equipment in Equipment Space. AT&T warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material provided by AT&T shall be free from defects. AT&T MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17.29. In addition to any other rights or remedies that AT&T may have under this Agreement or at law, AT&T may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

17.29.1. Sprint fails to pay charges due *without disputing* or fails to comply with any of the terms or conditions of this Section. **(OPEN)**

17.29.2. Sprint fails to utilize the Licensed Facilities for the authorized purpose described in this Section.

17.29.3. Sprint fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Section.

17.30. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:

17.30.1. Within thirty (30) days after termination of a Space License, Sprint will, at its sole expense, remove all Sprint equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If Sprint fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, AT&T may, at its option, upon ten (10) days written notice to Sprint, perform the removal and restoration at Sprint's sole risk and expense.

17.30.2. Because removal of installed Sprint transmission cable may cause damage to other cables or fiber, Sprint agrees to relinquish its transmission cable to AT&T in lieu of removal. Upon termination of the applicable Space License, all Sprint transmission cable will be automatically conveyed to AT&T, thereby becoming the property of AT&T, free of any interest or lien of any kind by Sprint (or by any person claiming through Sprint). At AT&T's request, Sprint will promptly execute and deliver to AT&T a bill of conveyance or such other assurances as

may be requisite to confirm or perfect the transfer of Sprint transmission cable to AT&T.

17.30.3.If no monies are owed by Sprint to AT&T under this Agreement, AT&T agrees to deliver such removed equipment to Sprint's last known business address or to a domestic location designated by Sprint, at Sprint's sole risk and expense. If monies are so owed, Sprint agrees that AT&T may either take ownership free of any interest or lien by Sprint (or those claiming through Sprint) or treat such equipment as abandoned by Sprint.

PART F
NUMBER PORTABILITY

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Section 3.	Local Number Portability (“LNP”)
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PART F – NUMBER PORTABILITY

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 AT&T in accordance with FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of AT&T services. Sprint shall provide number portability in conformance with FCC Rules and Regulations and the Act.

2. INTERIM NUMBER PORTABILITY (“INP”)

- 2.1 INP shall be provided by Remote Call Forwarding (“RCF”) , if technically feasible. Once LNP is available in an area, all new portability will be LNP and INP will no longer be offered.
- 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 AT&T designated switch to which the number is ported. AT&T may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.
- 2.3 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to AT&T through the Local Exchange Routing Guide (“LERG”). Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the AT&T switch.
- 2.4 Other Currently Available Number Portability Provisions
 - 2.4.1 Where SS7 is available, Sprint shall exchange with AT&T, 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.
 - 2.4.2 Upon notification that AT&T will be initiating INP, Sprint shall disclose to AT&T any technical or capacity limitations that would prevent use of the requested INP in the affected switching office.

Sprint and AT&T shall cooperate in the process of porting numbers to minimize subscriber out-of-service time.

- 2.4.3 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 AT&T for billing and collection from the subscriber. AT&T shall comply with the requirements set forth in Part D of this Agreement.
- 2.4.4 Sprint should send a CARE transaction 2231 to notify the IXC that access is now provided by a new CLEC for that number. When the end user customer is initially converted to a CLEC ordering a Resale or UNE-P services, Sprint can provide the IXC with the CLEC company number. Subsequent migrations of this end user to another CLEC may not make this option available. (OPEN)

3. LOCAL NUMBER PORTABILITY ("LNP")

- 3.1. Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS administration, NPAC administration, regression testing, and network architecture per applicable FCC Rules and Regulations. The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) and/or telecommunications industry fora.
- 3.2 The requirements for LNP shall include the following:
 - 3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.
- 3.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).
- 3.4 Ordering. To port a telephone number using LNP, the Parties shall

adhere to the procedures described in Part D of this Agreement.
(OPEN)

- 3.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.
- 3.6 N-1 Query. Sprint and AT&T will adhere to the applicable FCC Rules and Regulations.
- 3.7 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. Sprint and AT&T shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. Sprint and AT&T shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 1 of this Agreement.

4. REQUIREMENTS FOR INP AND LNP

- 4.1. Cut-Over Process. Sprint and AT&T shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. Sprint and AT&T shall update its respective LNP database from the NPAC SMS data within approved industry standard guidelines.
 - 4.1.1. For a Coordinated Cutover Environment, Sprint shall verbally coordinate with AT&T the disconnect and switch translations as close to the requested time as possible.
 - 4.1.2. For a Non-Coordinated Cutover Environment, Sprint shall use the 10-Digit Trigger capability.
 - 4.1.3. At the time of porting a number via LRN from Sprint, Sprint shall insure that the LIDB entry for that number is de-provisioned if the same LIDB is not being used by AT&T. (OPEN)
 - 4.1.4. Sprint shall apply the 10-digit trigger for all number portability orders. Sprint shall apply the 10-digit trigger and customer translations by no later than 11:59 p.m. (local time) on the business day preceding the scheduled port date.
- 4.2. Number Reservation
 - 4.2.1. When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider under applicable FCC rules for possible activation at

some future point, these reserved but inactive numbers shall “port” along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.

PART G
BUSINESS PROCESS REQUIREMENTS

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PART G – BUSINESS PROCESS REQUIREMENTS

1. GENERAL BUSINESS REQUIREMENTS

1.1. Procedures

1.1.1 Sprint Contact with Subscribers

1.1.1.1 AT&T at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by AT&T. AT&T subscribers include active AT&T subscribers, as well as those for whom service orders are pending.

1.1.1.2 Each Party shall ensure that any of its personnel who may receive inquiries from the other Party's subscriber regarding the service provided by the other Party to said subscriber or who may otherwise have opportunity for contact with the other Party's subscribers, regarding services provided by the other Party (i) provide appropriate referrals to and telephone numbers of the other Party to the subscriber making such inquiries; (ii) do not in any way disparage or discriminate against the other Party, its product or services; and (iii) do not provide information about such Party's own products or services during the same inquiry or subscriber contact.

1.1.1.3 Sprint shall not use AT&T's request for subscriber information, order submission, or any other aspect of AT&T's processes or services to aid Sprint's marketing or sales efforts.

1.1.2 Expedite, Escalation, and Disaster Procedures

1.1.2.1 Sprint and AT&T shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the service ordering, provisioning, maintenance, and subscriber usage data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and AT&T will establish intercompany contact lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures. Each Party shall notify the other Party of any changes to its escalation contact list at least one (1) week before such changes are effective.

1.1.2.2 Sprint and AT&T 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 AT&T of any operational or technological changes (*e.g.*, network, systems interfaces) changes that are related to any services or Network Elements purchased by AT&T in accordance with standard industry practices or applicable law. The Parties may mutually agree to shorter notice periods.

1.1.4 Subscriber of Record

1.1.4.1 Sprint shall recognize AT&T as the subscriber of record for all Network Elements or services for resale ordered by AT&T and shall send all notices, invoices, and information which pertain to such ordered services directly to AT&T. AT&T 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 AT&T 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 AT&T of any proposed changes in the terms and conditions under which Sprint offers Telecommunications Services to subscribers who are not Telecommunications Service providers or carriers including, but not limited to, the introduction or discontinuance of any features, functions, or services, or changes in retail rates, upon Sprint's filing of such change or changes with the Commission, or as required by state regulatory agency notification guidelines, whichever is earlier.

1.2.1.2 Sprint shall notify AT&T of any proposed changes in the terms and conditions under which it offers unbundled

Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in rates upon Sprint's filing of such change with the Commission, or as required by state notification guidelines, whichever is earlier.

- 1.2.1.3 Sprint shall provide AT&T with access to new services, features and functions concurrent with Sprint's notice to AT&T of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that AT&T may conduct market testing.

1.2.2 Essential Services

- 1.2.2.1 Sprint shall designate an access line as an Essential Service Line ("ESL"), as such term is defined under applicable state law or regulation, upon AT&T's request and at Parity with Sprint's treatment of its own subscribers with regard to ESL.

1.2.3 TTY/TDD

- 1.2.3.1 Sprint shall cooperate with AT&T to provide Telecommunications Services at Parity to serve TTY/TDD subscribers.

1.2.4 Blocking Services

- 1.2.4.1 Upon request from AT&T, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening ("BNS"), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent: (a) it is an available option for the Telecommunications Service resold by AT&T; or (b) it is Technically Feasible when requested by AT&T as a function of unbundled Network Elements.

1.2.5 Training Support

- 1.2.5.1 Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with AT&T

subscribers. Such training may utilize training materials provided by AT&T, 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 AT&T employees at a Sprint location on any Sprint-owned or -developed systems and processes non-industry standard and which need to be used by AT&T’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) AT&T employees, including all necessary updates to such training, at no charge. AT&T 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 AT&T 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.

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, subject to availability, Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable AT&T 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 AT&T 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 level of standards and/or performance measurements that Sprint uses and/or which are required by law, regulatory agency, or by Sprint’s own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology,

equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as Sprint may deploy) that Sprint provides to AT&T under this Agreement.

2.1.2 Local Carrier Service Center ("LCSC")/Single Point of Contact ("SPOC")

2.1.2.1 Sprint shall provide a Local Carrier Service Center ("LCSC") or its equivalent which shall serve as AT&T's Single Point of Contact ("SPOC") for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services. AT&T shall have the ability to submit orders twenty-four (24) hours a day, seven (7) days a week.

2.1.2.2 The SPOC shall provide to AT&T a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 a.m. through 5:00 p.m. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

2.1.2.3 Sprint shall provide, as requested by AT&T, through the SPOC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times to meet subscriber demand as agreed upon by the Parties.

2.1.3 CLASS and Custom Features

2.1.3.1 AT&T 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.

2.1.4 Customer Payment History. Sprint will participate in NCTDE (National Consumer Telecommunications Data Exchange) and commit to providing NCTDE with two (2) years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required

timelines for the purpose of providing AT&T with third party access to Customer Payment History. Sprint will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for Sprint's own use for each Person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s). As of the effective date of this Agreement, Sprint provides information to NCTDE regarding payment history of Sprint residential End Users. During the term of this Agreement, Sprint will continue to provide such information to NCTDE provided that: (1) NCTDE continues to accept information from Sprint through the third party administrator Sprint currently uses in the same format and under the same terms and conditions as such information is currently provided; (2) the third party administrator that Sprint currently uses to provide such information to NCTDE continues to administer the data transmission function on Sprint's behalf on the same terms and conditions as exist currently; (3) NCTDE does not impose any charges on Sprint for Sprint's provision of such information; (4) Sprint is not required to join NCTDE as a participant or recipient of data from NCTDE in order to continue providing information as described herein; and (5) there is no change in law or enforcement of any existing law that, in Sprint's legal judgment, imposes an unreasonable risk on Sprint in connection with its provision of the information to NCTDE. The Parties agree that in the event Sprint ceases providing such information to NCTDE, the Parties will work cooperatively to develop a mutually acceptable alternative arrangement for Sprint to provide the information to AT&T, either directly or through a third party. In determining whether such alternative arrangement will be acceptable to either Party, the Parties may consider, among other things, cost and administrative burden.

- 2.1.4.1 Such information shall be provided on the condition that the credit reporting agency only make such information available to the carrier to which the person or entity in question has applied for Telecommunications Service.
- 2.1.4.2 Sprint shall not refuse service to AT&T for any potential AT&T subscriber on the basis of that subscriber's past payment history with Sprint. AT&T shall establish the credit scoring criteria for applicants for AT&T services.
- 2.1.4.3 Sprint shall not refuse service to AT&T for any potential AT&T subscriber on the basis of that subscriber's past payment history with Sprint.

2.1.4.4 The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment.

2.1.5 Carrier Selection

2.1.5.1 For services for resale or unbundled Network Elements, Sprint shall provide to AT&T the capability to order local service, IntraLATA (where available), InterLATA, and international toll services by entering the AT&T subscriber's choice of carrier on a single order. Sprint shall provide AT&T with the capability to order separate InterLATA and IntraLATA carriers on a line or trunk basis.

2.1.5.2 Where IntraLATA toll carrier selection is not implemented, Sprint agrees to provide IntraLATA toll services for resale to AT&T. In all cases, Sprint will route toll calls to the appropriate carrier as designated by AT&T.

2.1.6 Notification to Long Distance Carrier

2.1.6.1 Sprint agrees to notify AT&T using OBF-approved CARE transactions, whenever an AT&T subscriber who is provided local service through services for resale, INP/NP, or unbundled Network Elements changes AT&T PIC status.

2.1.6.2 Sprint shall support and implement new Transaction Code Status Indicators ("TCSIs") defined by OBF in support of local resale to enable AT&T to provide seamless subscriber service.

2.1.6.2.1 Sprint shall implement TCSIs used in conjunction with the new Local Service Provider ("LSP") Identification Code for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSIs include 4001/02/05, 4201-4203, 4205, 4301, 2033, 2233, 3148, 3149, and others as OBF may define.

2.1.6.2.2 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.

2.1.6.3 Sprint shall provide to AT&T the Local Service Provider (“LSP”) ID on purchased lists of AT&T PIC’d and non-PIC’d subscribers.

2.1.6.4 Sprint shall provide the Ported Telephone Number (“PTN”) on purchased CARE lists of AT&T PIC’d and non-AT&T PIC’d subscribers.

2.1.7 Number Administration/Number Reservations

2.1.7.1 Sprint shall provide testing and loading of AT&T’s NXX on the same basis as Sprint provides itself or its Affiliates. Further, Sprint shall provide AT&T 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 AT&T. Sprint shall provide the same range of number choices to AT&T, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of numbers shall remain Sprint’s responsibility.

2.1.7.2 Where mutually agreed, which agreement shall not be unreasonably withheld, the Parties will implement LERG reassignment for particular NXX Codes.

2.1.7.3 In conjunction with an order for service, Sprint shall accept AT&T 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 AT&T.

2.1.7.4 For simple services number reservations, Sprint shall provide real-time confirmation of the number reservation. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of AT&T’s request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

2.2 Service Order Process Requirements

2.2.1 OBF Compliance

2.2.1.1 In accordance with OBF standards, as may be amended by OBF from time to time, Sprint and AT&T shall follow the OBF-developed ordering and provisioning process standards. These processes may include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/rejection, firm order confirmation, delay notification, and completion notification. Pending finalization of applicable OBF standards, the Parties agree to negotiate in good faith interim standards relying upon partially completed OBF standards. Sprint agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.

2.2.2 Service Migrations and New Subscriber Additions

2.2.2.1 For resale services, Sprint shall not require a disconnect order from a subscriber, another local service provider, or any other entity to process an AT&T order to establish AT&T local service and/or migrate a subscriber to AT&T local service.

2.2.2.2 For resale services, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to AT&T service without prior AT&T agreement.

2.2.2.3 For services provided through unbundled Network Elements, Sprint shall recognize AT&T as an agent, in accordance with OBF-developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and AT&T will work cooperatively to ensure that a subscriber is not disconnected from service during these conversions.

2.2.2.4 Unless otherwise directed by AT&T and when technically capable, when AT&T 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.

2.2.3 Intercept Treatment and Transfer of Service Announcements

2.2.3.1 Sprint shall provide unbranded intercept treatment and transfer of service announcements to AT&T'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 Subscriber Premises Inspections and Installations

2.2.4.1 AT&T shall perform or contract for all AT&T's needs assessments, including equipment and installation requirements, at the subscriber premises.

2.2.4.2 Sprint shall provide AT&T with the ability to schedule subscriber premise installations.

2.2.5 Firm Order Confirmation ("FOC")

2.2.5.1 Sprint shall provide to AT&T a Firm Order Confirmation ("FOC") for each AT&T order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

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

2.2.5.3 Sprint shall provide to AT&T the date that service is scheduled to be initiated.

2.2.6 Order Rejections

2.2.6.1 Sprint shall reject and return to AT&T any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions. 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.

2.2.6.2 Sprint agrees to accept from AT&T verbal administrative order errors. Sprint shall immediately inform AT&T by telephone of any minor issues which can be handled over the phone.

2.2.7 Service Order Changes

2.2.7.1 If an installation or other AT&T-ordered work requires a change from the original AT&T service order in any manner, Sprint shall call AT&T in advance of performing the installation or other work to obtain authorization. Sprint shall then provide AT&T an estimate of additional labor hours and/or materials. After all installation or other work is completed, Sprint shall promptly notify AT&T of costs.

2.2.7.1.1 If additional work is completed on a service order, as approved by AT&T, the cost of the additional work must be reported promptly to AT&T.

2.2.7.1.2 If a service order is partially completed, notification must identify the work that was done and work remaining to be completed.

2.2.7.2 If an AT&T subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of AT&T, Sprint, while at the subscriber premises, shall direct the AT&T subscriber to contact AT&T so as to avoid unnecessary delays in service activation should a Sprint representative leave subscriber premises.

2.2.8 Jeopardy Situations

2.2.8.1 Sprint shall provide to AT&T notification of any jeopardy situations prior to the committed due date, missed appointments and any other delay or problem in completing work specified on AT&T's service order as detailed on the FOC, in accordance with agreed upon performance measurements.

2.2.9 Cooperative Testing

2.2.9.1 Network Testing

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

2.2.9.2 Systems and Process Testing

2.2.9.2.1 Sprint shall cooperate with AT&T upon MCI's request to use a system, to ensure that all operational interfaces and processes are in place and functioning properly. The Parties shall develop mutually testing procedures that simulate actual operational procedures and systems interfaces to the greatest extent possible.

2.2.10 Service Suspensions/Restorations

2.2.10.1 Upon AT&T's request through an industry standard ("OBF") suspend/restore order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per Network Element or Combination basis in a manner that conforms with any applicable regulatory rules and regulations or government requirements.

2.2.11 Order Completion Notification

2.2.11.1 Upon completion of the requests submitted by AT&T, Sprint shall provide to AT&T 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.

2.2.12 Fulfillment Process

2.2.12.1 AT&T shall conduct all activities associated with the account fulfillment process for all AT&T subscribers.

2.2.13 Specific Unbundling Requirements

2.2.13.1 AT&T may order and Sprint shall provision unbundled Network Elements either individually or in any mutually agreed Combination on a single order. Unless requested by AT&T, Sprint shall not separate Network Elements ordered by AT&T that are already combined.

2.2.13.2 Prior to providing service in a specific geographic area or when AT&T requires a change of network configuration, AT&T may elect to place an order with Sprint requiring

Sprint to prepare Network Elements and Switch translations in advance of orders for such Network Elements from AT&T.

2.2.13.3 When AT&T orders Network Elements that are currently connected, Sprint shall ensure such Network Elements remain connected and functional without any disconnection or disruption.

2.2.13.4 Combinations of contiguous Network Elements shall be available to be ordered: (i) on a case-by-case basis for those Network Elements that are subscriber-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple subscribers.

2.2.13.5 When ordering a Combination, AT&T shall have the option of ordering all features, functions and capabilities of each Network Element.

2.2.13.6 When AT&T orders Network Elements, Sprint shall provision all requested features, functions, and capabilities of the Network Elements which include, but are not limited to:

2.2.13.6.1 The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to Sprint's subscribers, such as telephone numbers, white page listing, and dial tone; and

2.2.13.6.2 All other features that the Switch is capable of providing including, but not limited to, custom calling, custom local area signaling service features, and CENTREX, as well as any Technically Feasible customized routing functions provided by the Switch.

2.2.13.7 When AT&T orders Network Elements, Sprint shall provide technical assistance to ensure compatibility between elements.

2.2.13.8 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 Ordering and Provisioning for Resale Services

2.3.1.1 Unless prohibited by law, rule or regulation, for any AT&T subscriber or a subscriber in the process of converting to AT&T, Sprint shall provide AT&T with access to Customer Proprietary Network Information ("CPNI") without requiring AT&T to produce a signed Letter of Agency ("LOA"), based on AT&T's blanket representation that a subscriber has authorized AT&T to obtain such CPNI.

2.3.1.1.1 Information shall be in an industry defined format, or as mutually agreed by the Parties. Sprint shall provide to AT&T an electronic interface to Sprint subscriber information systems in the time frame specified in this Part G, or as otherwise mutually agreed. Such systems will allow AT&T to obtain the subscriber profile, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts.

2.3.1.1.1.1 Until access is available via an electronic interface, Sprint agrees to provide subscriber profile information in a mutually agreed interim manner and format to facilitate the service order process.

2.3.1.1.2 The preordering electronic interface includes the provisioning of CPNI from Sprint to AT&T. 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).

2.3.1.1.3 Each Party will maintain appropriate documentation of end user permission supporting

such Party's request for CPNI, including letters of authorization (LOAs) where received.

2.3.1.1.4 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 five (5) business days of its receipt of the request.

2.3.1.1.5 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 2.3.1.1.4 above, the other Party may give notice to such Party that it is in breach of this Agreement. The Party so notified shall have thirty (30) days or longer as the Parties may agree to remedy the discrepancy in its procedures that resulted in the breach (or such longer period as the Parties may agree, such agreements not to be unreasonably withheld).

2.3.1.1.6 In the event that AT&T does not remedy a discrepancy described in paragraph 2.3.1.1.5 within the period specified in that paragraph, Sprint may, subject to paragraph 2.3.1.1.9, disconnect the preordering electronic interface between the Parties. Prior to any such termination Sprint will give reasonable advance notice to AT&T of its intent to terminate the interface, and will provide AT&T with Sprint's manual interim systems and procedures.

2.3.1.1.7 In the event that Sprint has disconnected the preordering electronic interface to AT&T pursuant to the preceding paragraph, Sprint will promptly review and accept or reject evidence provided by AT&T of any remedy effected by AT&T, and will promptly reconnect such preordering electronic

interface upon Sprint's review and acceptance of such evidence.

2.3.1.1.8 Subject to Paragraph 2.3.1.1.9, in the event that Sprint has rightfully terminated the preordering electronic interface to AT&T three or more times within any rolling 24-month period due to breach by AT&T, Sprint may permanently disconnect the preordering electronic interface.

2.3.1.1.9 In the event that the Parties disagree regarding the adequacy of the evidence of end-user permission supplied by one Party to the other or any other or any other matters within this subsection 2.3.1.1, either Party may immediately initiate the Dispute Resolution Procedures in the General Terms and Conditions of this Agreement. Sprint will not disconnect the preordering electronic interface during the Dispute Resolution Process.

2.3.1.2 (Sprint shall provide to AT&T via the IRES system the ability to....) When available, Sprint shall provide to AT&T a real-time, electronic interface to Sprint information systems to allow AT&T 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. **(OPEN)**

2.3.1.3 When available, Sprint shall provide to AT&T a real-time, electronic interface to schedule dispatch and installation appointments, as provided to similarly-situated Sprint subscribers.

2.3.1.4 When available, Sprint shall provide to AT&T a real-time, electronic interface to Sprint subscriber information systems which will allow AT&T to determine if a service call is needed to install the line or service, as provided to similarly-situated Sprint subscribers.

2.3.1.5 When available, Sprint shall provide to AT&T a real-time, electronic interface to Sprint information systems which will allow AT&T to provide service availability dates, as provided to similarly-situated Sprint subscribers.

2.3.1.6 When available, Sprint shall provide to AT&T a real-time, electronic interface which transmits status information on service orders, as provided to similarly-situated Sprint

subscribers. Until real-time electronic interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

2.3.2 Ordering and Provisioning for Unbundling

2.3.2.1 Sprint shall provide to AT&T as soon as practicable a listing of all technically available functionalities for Network Elements.

2.3.2.2 Sprint shall provide to AT&T upon request all engineering design and layout information for Network Elements where applicable.

2.3.2.3 When available, Sprint shall provide to AT&T a real-time, electronic interface which will allow AT&T to determine service due date intervals, schedule appointments, and adjust pending order due dates as provided to similarly-situated Sprint subscribers.

2.3.2.4 To the extent Sprint has such information, Sprint shall provide to AT&T upon request advance information of the details and requirements for planning and implementation of NPA splits at least six (6) months prior to implementation of the split.

2.3.2.5 Sprint shall provide to AT&T information on charges associated with special construction. Until real-time, electronic interface is available, Sprint agrees that Sprint will promptly notify AT&T of any charges associated with necessary construction.

2.3.2.6 Sprint shall provide AT&T with results from routine mechanized loop tests for those instances when Sprint provides Local Switching and AT&T provides the Loop. Results of any non-routine testing requested by AT&T shall be provided at AT&T's expense.

2.4 Standards

2.4.1 General Requirements

2.4.1.1 AT&T and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for Network Elements. These codes shall apply to all aspects of the unbundling of that element or Combination of elements and

shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee ("TCIF-EDI-SOSC").

- 2.5 For service requests, the Parties will use an Access Service Request ("ASR"), or a Local Service Request (LSR), whichever is applicable for the service being requested. Sprint will process and complete service requests at such intervals for FOC returns as shall be established in a generic Commission order or in a Commission order applicable to all carriers generally relating to Sprint performance measurements. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to Sprint performance measurements. Notwithstanding the foregoing, Sprint shall not provide FOC returns or provision installations at intervals greater than what it provides for itself or third parties.

3. CONNECTIVITY BILLING AND RECORDING

3.1. Procedures

- 3.1.1 Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint and AT&T 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 AT&T incurs as a result of AT&T purchasing from Sprint services as set forth in this Agreement (hereinafter "connectivity charges").
- 3.1.3 Each service purchased by AT&T shall be assigned a separate and unique billing code in the form agreed to by the Parties and such code shall be provided to AT&T on each connectivity bill in which charges for such services appear.
- 3.1.3.1 Each such billing code shall enable AT&T to identify the service as ordered by AT&T.
- 3.1.4 Each connectivity bill shall set forth the quantity and description of each such service provided and billed to AT&T. All connectivity charges billed to AT&T shall indicate the state from which such charges were incurred.
- 3.1.5 Sprint shall bill AT&T for each service supplied by Sprint to AT&T pursuant to this Agreement at the rates set forth in this Agreement.

- 3.1.6 Sprint shall bill AT&T for the connectivity charges incurred; provided that, for those usage based connectivity charges where actual charge information is not determinable by Sprint because the jurisdiction (*i.e.*, interstate, interstate/ InterLATA, intrastate, intrastate/IntraLATA, local) of the traffic is unidentifiable, or for other reasons, the Parties shall jointly develop a process to determine the appropriate charges.
- 3.1.7 Measurement of terminating usage based connectivity charges shall be in actual conversation seconds based upon a tenth of a second increment. The total conversation seconds per chargeable traffic types shall be totaled for the entire monthly bill cycle and then rounded to the next whole minute. **(OPEN)**
- 3.1.8 AT&T may request that certain categories of Connectivity Charges be included in separate Connectivity Bills which are to be sent to different billing addresses.
- 3.1.9 Except as otherwise specified in this Agreement, each Party shall be responsible for (a) all costs and expenses it incurs in complying with its obligations under this Agreement and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.
- 3.1.10 Sprint shall provide to AT&T at no additional charge a single point of contact for interconnection and Network Elements at Sprint's National Access Service Center ("NASC"), and for resale at Sprint's IPOC to handle any connectivity billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.1.11 Sprint shall provide a single point of contact at each Sprint data center for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.1.12 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.

- 3.1.13 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.
- 3.1.14 When sending connectivity bills via electronic transmission, to avoid transmission failures or the receipt of connectivity billing information that cannot be processed, AT&T and Sprint shall mutually agree to shall provide Sprint process specifications. ~~Sprint shall comply with AT&T's processing specifications when Sprint transmits connectivity billing data to AT&T.~~ AT&T shall provide to Sprint notice if a connectivity billing transmission is received that does not meet the Parties AT&T's mutually agreed to specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to AT&T, ~~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. **(OPEN)**
- 3.1.15 Sprint shall deliver to a location specified by AT&T, billing information via Network Data Mover ("Connect:Direct"), magnetic tape or paper, as agreed to by AT&T 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 AT&T of such difficulties within twelve (12) hours of detection. Sprint shall deliver to a location specified by AT&T billing information via magnetic tape or paper, as agreed to by AT&T 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.
- 3.1.16 Subject to the terms of this Agreement, including without limitation subsections 3.1.18 and 3.2 of this Part G, the Party receiving a bill shall pay the Party sending the bill within thirty (30) calendar days from the receipt of the bill, or the due date on the bill, whichever is later. If the payment due date is a Saturday, Sunday or has been designated a bank holiday, payment shall be made the next business day.

- 3.1.17 Payments shall be made in U.S. Dollars via electronic funds transfer (“EFT”) to the other Party’s bank account. At least thirty (30) days prior to the first transmission of Connectivity Billing data and information for payment, Sprint and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom Connectivity Billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. AT&T will provide Sprint with one address to which such payments shall be rendered and Sprint will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives multiple Connectivity Bills from Sprint which are payable on the same date, AT&T may remit one payment for the sum of all Connectivity Bills payable to Sprint’s bank account specified in this subsection.
- 3.1.18 Billed amounts which are being investigated, queried, or for which claims have or may be filed are not due for payment until such investigations, claims or queries have been fully resolved by both AT&T and Sprint.
- 3.1.19 The Parties will assess late payment charges equal to the lesser of 1.5% per month of the balance due or the maximum allowed by law, until the amount due including late payment charges is paid in full. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one half percent (1½%) per month or (ii) the highest rate which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

3.2 Bill Reconciliation

- 3.2.1 Each Party agrees to notify the other Party upon the discovery of a billing discrepancy “Notice of Discrepancy”.
- 3.2.2 In the event of such Notice of Discrepancy, the Parties shall endeavor to resolve the discrepancy within sixty (60) calendar days’ notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a

recommendation for settlement of the dispute and closure of a specific billing period.

3.2.3 If the dispute is not resolved within the allotted time frame, the following resolution procedures shall begin:

3.2.3.1 If the dispute is not resolved within forty five (45) days of the notice of discrepancy, the dispute shall be escalated to a higher level of management than the persons with direct responsibility for administration of this Agreement.

3.2.3.2 If the dispute is not resolved within ninety (90) days of the notice of discrepancy, the dispute will be resolved in accordance with the Dispute Resolution Procedures outlined in the General Term and Conditions of this Agreement.

3.2.3.3 If AT&T disputes connectivity charges and the dispute is resolved in favor of AT&T, Sprint shall credit the Connectivity Bill of AT&T for the amount of the disputed charges.

3.2.4 Sprint shall reimburse AT&T 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.

3.2.5 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 EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party daily in EMI format via Connect:Direct. Sprint and AT&T agree that they shall retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least fifteen (15) calendar days after transmission to the other Party.

- 3.2.6 Sprint will provide AT&T valid lists and ongoing updates of all carrier identification codes ("CIC") and associated billing information for each Sprint tandem to insure accurate billing in accordance with guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.
- 3.2.7 Each Party will provide the other Party with a CIC on each EMI record transmitted to the other Party.
- 3.2.7.1 If Sprint does not have a CIC for any local exchange carrier, CLEC or IXC for whom Sprint must supply to AT&T Connectivity Billing records or information pursuant to this Part, E agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, CLEC or IXC has received a CIC; Sprint agrees that it will submit its CIC to AT&T on those records for billing and payment. Sprint further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.
- 3.2.7.2 If AT&T does not have a CIC for any local exchange carrier, CLEC or IXC for whom AT&T must supply to LEC Connectivity Billing records or information pursuant to this Part, AT&T agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, CLEC or IXC has received a CIC; AT&T agrees that it will submit its CIC to Sprint on those records for billing and payment. AT&T further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.
- 3.2.8 When AT&T collocates with Sprint in Sprint's facility as described in this Agreement, capital expenditures (*e.g.*, costs associated with building the "cage") shall not be included in the connectivity bill provided to AT&T pursuant to this Part G. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by AT&T for payment. All other non-capital recurring Collocation expenses shall be billed to AT&T in accordance with this Agreement. (The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the connectivity charges associated with Collocation.) The bill label for such Collocation charges shall be entitled "Expanded Interconnection Service." The bill label for non-capital recurring Collocation expenses shall be entitled "Collocation."

- 3.2.9 Sprint shall be responsible for billing and collecting charges from IXC's for access related to interexchange calls generated by resale subscribers.
- 3.2.10 When AT&T owns the end office, Sprint shall not bill RIC to either AT&T or other IXC's.
- 3.2.11 Sprints and AT&T shall determine the appropriate and mutually agreeable form of administrative billing between billing carriers.

3.3 MEET POINT BILLING (MPB)

- 3.3.1 Sprint and AT&T will use commercially reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 3.3.2 Each Party will implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill any IXC for the portion of the jointly provided switched exchange access service provided by that Party. For all traffic carried over MPB arrangements, AT&T and Sprint shall bill each other all applicable rates specified in this Agreement.
- 3.3.3 The actual rate values for each Party's affected switched exchange access service rate element shall be the rates contained in that Party's own effective federal and state access tariffs, or any other document that contains the terms under which that Party's access services are offered.
- 3.3.4 Each Party shall provide the other Party with the billing name, billing address, and CIC of the IXC, and identification of the SPRINT local serving wire center for that IXC in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.
- 3.3.5 Where requested, Sprint will provide AT&T with the Switched Access Detail Usage Data (category 1101XX records) on compact disc or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred. Sprint will send such data to the location specified by AT&T.

~~AT&T will provide Sprint with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly. AT&T will send such data to the location specified by SPRINT. (OPEN)~~

3.3.6 Errors in MPB data exchanged by the Parties may be discovered by AT&T, Sprint or the billable IXC. Both AT&T and SPRINT agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall attempt to correct the error and resubmit the data within eight (8) business days of notification. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to intractable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

3.3.7 Nothing contained in this Section 3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).

3.3.8 Neither AT&T nor Sprint will charge the other for the services rendered, or for information provided pursuant to this Section 3 of Part G, except those MPB charges specifically set forth herein. Both Parties will identify a contact person to handle any MPB questions or problems.

3.3.9 MPB will apply for all traffic bearing the 500, 900, 8YY (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

3.4 Information Exchange and Interfaces

3.4.1 Sprint shall provide AT&T a monthly connectivity bill that includes all connectivity charges incurred by and credits and/or adjustments due to AT&T 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 AT&T shall include:

- 3.4.1.1 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;
 - 3.4.1.2 Any known unbilled non-usage sensitive charges for prior periods;
 - 3.4.1.3 Unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date;
 - 3.4.1.4 Any known unbilled usage sensitive charges for prior periods; and
 - 3.4.1.5 Any known unbilled adjustments.
- 3.4.2 The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date and not more than ninety (90) days old. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year proceeding the bill date. However, both Parties recognize that situations exists that would necessitate billing beyond the one year limit as permitted by law. These exceptions include;
- + charges connected with jointly provided services were by meet point billing guidelines require either Party to rely on records provided by a third Party.
 - + charges incorrectly billed due to error in or omission of customer provided data such as PLU or PIU factors or other ordering data.
- 3.4.3 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.
- 3.4.4 Sprint shall assign a specific adjustment or reference number provided by AT&T to each adjustment and credit included on the connectivity bill.
- 3.4.5 Sprint and AT&T shall issue all connectivity bills in accordance with the terms and conditions set forth in this Section 3. On connectivity bills that Sprint renders to AT&T, BANs shall be thirteen (13) character alpha/numeric and there shall only be one (1) BAN per LATA. The bill date shall be the same day, month-to-month. Each Party shall provide the other Party with at least thirty (30) calendar days written notice prior to changing, adding

or deleting a BAN. The Parties shall provide one (1) connectivity billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month-to-month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All connectivity bills must be received by the other Party no later than ten (10) calendar days from bill date and at least thirty (30) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any connectivity bill received on a Saturday, a Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive connectivity billing data and information within the time period specified above, the payment due date will be extended by the number of days that such receipt has been delayed.

- 3.4.6 Sprint shall issue all connectivity bills containing such billing data and information in accordance with the most current version of CABS/SECABS published by Telcordia, or its successor, or such later versions as are adopted by Telcordia, or its successor, as agreed to by the Parties pursuant to subsection 3.1.1 herein.
- 3.4.7 Sprint and AT&T agree that each Party shall transmit connectivity billing information and data in the appropriate CABS or SECAB format electronically via Connect:Direct to the other Party at the location specified by such Party. AT&T data centers will be responsible for originating the calls for data transmission. The Parties shall mutually agree to the technical specifications for transmission. AT&T will supply to Sprint its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than thirty (30) calendar days before the changes take effect.
- 3.4.8 Connectivity billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and will not be returned to the sending Party.

TO AT&T:

Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30202
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	Attn: AC&R Access Bill Coordinator
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: AC&R Access Bill Coordinator

Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30202 Attn: AC&R Access Bill Coordinator
Paper Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: AC&R Access Bill Coordinator

TO ILEC:

Tape Transmissions:	
	Attn:
Paper Transmissions:	
	Attn:

3.4.9 In emergency situations when tape transmittal has been used, Sprint shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a six (6) inch distance from any magnetic field generating device (except a magnetron-tape device). Sprint shall only use those shipping containers that contain internal insulation to prevent damage. Sprint shall clearly mark on the outside of each shipping container its name, contact and return address. Sprint shall not ship any connectivity billing tapes in tape canisters.

3.4.10 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. AT&T reserves the right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

- 3.4.11 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

- 3.4.12 A single six (6) digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "data set serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four (4) digit originating company code and a numeric character chosen by the sending company. The external and internal label shall be the same. The data set name shall appear on the flat side of the reel and also in the "dataset name field" on the first header record of the IBM standard tape label. Sprint's name, address, and contact shall appear on the flat side of the cartridge or reel.

- 3.4.13 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are eighty (80) character records recorded in EBCDIC, odd Parity.

- 3.4.14 Sprint shall conform to the Standard Volume Label Format which will be prescribed by AT&T.

- 3.4.15 Sprint shall use the IBM Standard Data Set Label Format which will be prescribed by AT&T.
- 3.4.16 Sprint shall use test and production data set format which will be prescribed by AT&T for each CABS and SECABS.

3.5 Standards

- 3.5.1 Within thirty (30) days of the execution of this Agreement, Sprint shall send to AT&T connectivity bill data in the appropriate mechanized format (*i.e.*, CABS or SECAB) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data from Sprint, AT&T will notify Sprint if the connectivity billing transmission meets AT&T's testing specifications. Sprint agrees to correct data and resend the transmission until it has met all of AT&T's testing specifications. At least three (3) sets of testing data must meet AT&T's testing specifications prior to Sprint sending AT&T a mechanized production connectivity bill for the first time via electronic transmission or tape. Thereafter, Sprint may begin sending AT&T production connectivity bills via electronic transfer on the next bill date, or within ten (10) days, whichever is later.
- 3.5.2 Sprint shall provide notice to AT&T at least ninety (90) days prior to any change in existing formats or change to a different format. Sprint shall send to AT&T connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment at least thirty (30) days prior to such change. Sprint agrees that it shall not send to AT&T bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.
- 3.5.3 During the testing period, Sprint shall transmit to AT&T connectivity billing data and information via paper or tape as specified by AT&T. Test tapes shall be sent to a AT&T-specified location.
- 3.5.4 Sprint agrees that if it transmits data to AT&T 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 AT&T to process connectivity billing information and data:
- 3.5.5 The bill date shall not contain spaces or non-numeric values.

3.5.5.1 Each connectivity bill must contain at least one (1) detail record.

3.5.5.2 Any “from” date should be less than the associated “thru” date and neither date can contain spaces.

3.5.5.3 The invoice number must not have embedded spaces or low values.

3.5.5.4 The BAN shall not contain embedded spaces or low values.

3.5.6 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 AT&T an accurate and current bill. Sprint agrees to work with AT&T to identify and implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by AT&T.

3.6 Revenue Protection

3.6.1 Sprint shall make available to AT&T at Parity with what Sprint provides to itself, its Affiliates and other local Telecommunications Carriers all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to, screening codes, information digits assigned such as information digits ‘29’ and ‘70’ which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for OSS, additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems (“OSS”) which include, but are not limited to, line information data base fraud monitoring systems, high toll notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, *etc.* Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.

3.6.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties shall be the responsibility of the Party having administrative control of access to said Network Element or

operational support system software to the extent the accidental or malicious alteration was caused by or resulted from negligence or intentional misconduct of the Party having administrative control.

- 3.6.3 Either Party shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized use of the service provider network whether that compromise is initiated by software or physical attachment to loop facilities from the main distribution frame up to and including, the network interface device, including clip-on fraud to the extent such compromise or fraud was caused or resulted from the negligence or intentional misconduct of such Party.
- 3.6.4 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in Part E (Inter-Carrier Compensation) to this Agreement. The traffic exchanged pursuant to this Agreement shall be measured in billing minutes of use and shall be in actual terminating conversation seconds based upon tenth of a second increments. The total terminating conversation seconds per chargeable traffic type will be totalled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this traffic shall be charged at rates specified in (Pricing Provisions) of this Agreement. Each Party will utilize their own traffic recordings and billing processes and no call records will be exchanged by the Parties except to resolve bill disputes. **(OPEN)**
- 3.6.5 Notwithstanding Section 3.6.4 above, as provided in Part E (Inter-Carrier Compensation) of this Agreement, the Parties will implement a bill and keep compensation arrangement when AT&T provides services to an AT&T Customer using a combination of Network Elements that includes the unbundled local switching Network Element.

4. PROVISION OF SUBSCRIBER USAGE DATA

This Section 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part G) to AT&T and for information exchange regarding long distance billing.

4.1 Procedures

4.1.1 General

- 4.1.1.1 Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.

- 4.1.1.2 Sprint shall comply with OBF standards and the additional standards outlined in this Agreement when recording and transmitting usage data.
- 4.1.1.3 Sprint shall record all usage originating from AT&T subscribers using service ordered by AT&T, where Sprint records and bills those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
 - 4.1.1.3.1 Completed calls;
 - 4.1.1.3.2 Use of CLASS/LASS/custom features;
 - 4.1.1.3.3. Calls to information providers reached via Sprint facilities pursuant to 4.1.1.7 and contracted by Sprint;
 - 4.1.1.3.4 Calls to Directory Assistance where Sprint provides such service to an AT&T subscriber;
 - 4.1.1.3.5 Calls completed via Sprint-provided Operator Services where Sprint provides such service to AT&T'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 AT&T for a minimum of forty-five (45) calendar days. Sprint shall provide any data back-up to AT&T upon the request of AT&T.
- 4.1.1.5 Sprint shall provide to AT&T Recorded Usage Data for AT&T subscribers. Sprint shall not submit other carrier local usage data as part of the AT&T Recorded Usage Data.
- 4.1.1.6 Sprint shall not bill to AT&T subscribers any recurring or non-recurring charges except where explicitly permitted to

do so within a written agreement between Sprint and AT&T.

- 4.1.1.7 Billing of 900 service calls shall be determined by the Implementation Team as described in Part A Section 34.
- 4.1.1.8 Sprint shall provide Recorded Usage Data to AT&T billing locations as designated by AT&T.
- 4.1.1.9 Sprint shall establish a Local Carrier Service Center ("LCSC") or similar function to serve as AT&T's single point of contact to respond to AT&T call usage, data error, and record transmission inquiries.
- 4.1.1.10 Sprint shall provide AT&T with a single point of contact and remote identifiers ("IDs") for each sending location.
- 4.1.1.11 AT&T shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
- 4.1.1.12 Sprint shall bill and AT&T shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in the Connectivity Billing and Recording Section of this Part G.
- 4.1.1.13 Without waiver of, and in addition to the Audit rights in the General Terms and Conditions of this Agreement, upon reasonable notice and at reasonable times AT&T or its authorized representatives may examine Sprint's documents, systems, records and procedures which relate to the recording and transmission of the usage data to AT&T under this Attachment.

4.1.2 Charges

- 4.1.2.1 Sprint shall not bill for recording or rating usage data. Sprint shall bill AT&T for message provisioning, data transmission and/or tape charges using tariff rates, if any, or at the rates contained in Attachment 1 of this Agreement.

4.1.3 Central Clearinghouse and Settlement

4.1.3.1 Sprint and AT&T shall agree upon clearinghouse and incollect/outcollect procedures.

4.1.3.2 Sprint shall settle with AT&T for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under a separate arrangement to be negotiated.

4.1.4 Lost Data

4.1.4.1 Loss of Recorded Usage Data. AT&T 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 AT&T. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from AT&T, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and AT&T. This estimate shall be used to adjust amounts AT&T 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 subsection 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 subsection 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 AT&T and Sprint to the estimated message volume for messages for which usage charges apply to the AT&T's subscriber or access customers to arrive at the estimated lost revenue.

4.1.4.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

4.1.4.6 If the loss occurs on a weekday that is a holiday (except Christmas & Mother's Day), Sprint shall use volumes from the two (2) preceding Sundays.

4.1.4.7 If the loss occurs on Mother's Day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth rate agreed to by AT&T and Sprint.

4.1.4.8 AT&T may also request data be provided that has previously been successfully provided by Sprint to AT&T. Sprint shall re-provide such data, if available, at AT&T's expense.

4.1.5 Testing, Changes and Controls

4.1.5.1 The Recorded Usage Data, EMI format, content and transmission process shall be tested as agreed upon by AT&T and Sprint pursuant to Implementation Plan as described in PART B.

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

4.1.5.3 Sprint Software Changes

- 4.1.5.3.1 When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to AT&T, designated Sprint personnel shall notify AT&T no less than ninety (90) calendar days before such changes are implemented.
- 4.1.5.3.2 Sprint shall communicate the projected changes to AT&T's single point of contact so that potential impacts on AT&T processing can be determined.
- 4.1.5.3.3 AT&T personnel shall review the impact of the change on the entire control structure and the post conversion test plan, herein. AT&T shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software.
- 4.1.5.3.4 If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to AT&T, Sprint shall notify AT&T.

4.1.5.4 AT&T Requested Changes

- 4.1.5.4.1 AT&T may negotiate changes in the schedule, content, format of the usage data transmitted from Sprint.
- 4.1.5.4.2 When the negotiated changes are to be implemented, AT&T 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 AT&T and the methods of transmission for that data.

4.1.5.5 Sprint System Change Description

- 4.1.5.5.1 For a Sprint system change, Sprint shall provide AT&T with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.
- 4.1.5.5.2 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 AT&T personnel.

4.1.5.5.3 Sprint shall also provide AT&T a detailed description of the changes to be implemented. It shall include sufficient detail for designated AT&T personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

4.1.5.6 Change Negotiations

4.1.5.6.1 AT&T shall be notified in writing of proposed change negotiations initiated by Sprint. In turn, AT&T shall notify Sprint in writing of proposed change negotiations initiated by AT&T.

4.1.5.6.2. After formal notification of planned changes, whether originated by Sprint or AT&T, designated AT&T personnel shall schedule negotiation meetings as required with designated Sprint personnel.

4.1.5.7 Changes to controls. AT&T and Sprint may negotiate changes to the control structure.
Sprint and AT&T shall comply with the agreed upon changes.

4.1.5.8 Verification Of Changes

4.1.5.8.1 Based on the detailed description of changes furnished by Sprint, AT&T and Sprint personnel shall negotiate:

4.1.5.8.1.1 The type of change(s) to be implemented;

4.1.5.8.1.2 Development of a comprehensive test plan;

4.1.5.8.1.3 Scheduling and transfer of modified data with Sprint;

4.1.5.8.1.4 Testing of modified data with the appropriate AT&T RPC;

4.1.5.8.1.5 Processing of verified data through the AT&T billing system with the RPC;

4.1.5.8.1.6 Review and verification of testing with appropriate AT&T groups; and

4.1.5.8.1.7 Review of modified controls, if applicable.

4.1.5.9 Introduction of Changes

4.1.5.9.1 When all the testing requirements have been met and the results reviewed and accepted, designated AT&T 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 AT&T unrated EMI records associated with all IntraLATA toll and local usage which it records on AT&T'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. AT&T shall be given notification thirty (30) days prior to implementation of a new type, category and/or record.

4.2.1.2 AT&T and Sprint shall agree upon the types of rated EMI records that Sprint shall send to AT&T.

4.2.1.3 Data Delivery Schedules. Data shall be delivered to AT&T by Sprint daily (Sunday through Friday), unless otherwise negotiated, based on Sprint's operational processes. AT&T and/or Sprint data center holidays are excluded. Sprint and AT&T shall exchange schedules of designated data center holidays.

4.2.2 Product/Service Specific

- 4.2.2.1 Sprint shall provide a specialized service/ service provider charge record to support the special features star services, if these features are part of Sprint's offering.

4.2.3 Emergency Information

- 4.2.3.1 Sprint shall provide the transport facility for transmitting usage and billing data between Sprint location and the AT&T location. Sprint shall transmit via Connect:Direct whenever possible. In the event usage transfer cannot be accommodated by Connect:Direct because of extended seven (7) business day or longer) facility outages, Sprint shall contract for a courier service to transport the data via cartridge.
- 4.2.3.2 Sprint shall comply with the following standards when emergency data is transported to AT&T on tape or cartridge via a courier. The data shall be in variable block:

Tape:	6250 (or 1600) BPI (bytes per inch)
Cartridge:	38,000 BPI (bytes per inch)
LRECL:	2,472 Bytes
Parity:	Odd
Character Set:	Extended Binary Coded Decimal Interchange Code ("EBCDIC")
External labels:	Exchange Carrier Name, Data Set Name ("DSN") and volume serial number
Internal labels:	IBM Industry OS labels shall be used. They consist of a single volume label and two (2) sets of header and trailer labels.

4.2.4 Rejected Recorded Usage Data

- 4.2.4.1 Upon agreement between AT&T and Sprint, messages that cannot be rated and/or billed by AT&T may be returned to Sprint via Connect:Direct. Returned messages shall be sent directly to Sprint in the original EMI format. Standard EMI return codes shall be utilized.
- 4.2.4.2 Sprint must return EMR/EMI records to IXC's with the OBF standard message reject code which indicates that Sprint no longer serves the end user and which includes the

OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.

- 4.2.4.3 Rejected messages or invoices shall be returned to AT&T in accordance with procedures and time frames already established between Sprint and AT&T.

4.2.5 Interfaces

- 4.2.5.1 Sprint shall transmit formatted Recorded Usage Data to AT&T via Connect:Direct as designated by AT&T.
- 4.2.5.2 AT&T 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 AT&T within one (1) business day of processing. Rejected packs shall be corrected by Sprint and retransmitted to AT&T within three (3) days or within a 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 AT&T 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 EMI. Sprint shall provide recorded usage data in the EMI format and by category, group and record type, and shall be transmitted, via a direct feed, to AT&T. The following is a list of EMI records that AT&T can expect to receive from Sprint:

Detail Records *	01-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82, 10-01-01, 06, 08,
-------------------------	---

	09, 14, 17, 18, 31, 32, 35, 37
Credit Records	03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82
Rated Credits	41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82
Correction Records	71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82

* Category 01 is utilized for Rated Messages. Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5.

4.2.6.2 Sprint shall comply with the most current version of Telcordia standard practice guidelines for formatting EMI records.

4.2.6.3 The interfacing Bell RAO, OCN, and remote identifiers shall be used by AT&T to control invoice sequencing and each shall have its own invoice controls. The OCN shall also be used to determine where the message returns file, containing any misdirected and unguidable usage, shall be sent.

4.2.6.4 The file's Record Format ("RECFM") shall be variable block or fixed as negotiated. Size and the Logical Record Length ("LRECL") shall be according to applicable Industry Standard Technical References or as negotiated by AT&T and Sprint.

4.2.6.5 Sprint shall transmit the usage to AT&T using data set naming conventions prescribed by AT&T.

4.2.7 Controls

4.2.7.1 AT&T and Sprint shall jointly test and certify the Connect:Direct interface to ensure the accurate transmission and receipt of Recorded Usage Data.

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	AT&T OCN - Value 7229

The trailer grand total record count shall be populated with total records in pack (excluding header and trailer).

4.2.7.2 Control Reports. AT&T accepts input data provided by Sprint in EMI format in accordance with the requirements and specifications detailed in this Attachment. In order to ensure the overall integrity of the usage being transmitted from Sprint to AT&T, data transfer control reports shall be required. These reports shall be provided by AT&T to Sprint on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by Sprint.

4.2.7.3 Control Reports - Distribution. Since Sprint is not receiving control reports, data set names shall be established during detailed negotiations.

4.2.7.4 Message Validation Reports. AT&T shall provide the following Message Validation reports to the designated Sprint System Control Coordinator once per day (or as otherwise negotiated). These reports shall be provided for all data received within Sprint local resale feed and shall be transmitted Monday through Friday.

4.2.7.5 Incollect Pack Processing. This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

4.2.7.5.1 Sprint name;

4.2.7.5.2 Reseller total messages processed in a pack;

4.2.7.5.3 Packs processed shall reflect the number of messages initially erred and accepted within a pack; and

4.2.7.5.4 Reseller total packs processed.

4.2.7.6 Sprint agrees to provide AT&T information on a subscriber's selection of billing method, special language billing, and other billing options at Parity with information maintained for Sprint subscribers.

4.2.8 Interim Number Portability - Recording and Billing

4.2.8.1 Sprint shall provide AT&T with accurate billing and customer subscriber account record exchange data for AT&T subscribers whose numbers have been ported.

4.2.8.1.1 Sprint shall provide AT&T call detail records identified for IXC's which are sufficient to allow AT&T to render bills to IXC's for calls IXC's place to ported numbers in the Sprint network which Sprint forwards to AT&T for termination.

4.3 Standards

4.3.1 When requested by AT&T for security purposes, Sprint shall provide AT&T with Recorded Usage Data at Parity. If not available in EMI 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 EMI call record.

4.3.3 Consistent with subsection 4.2.6.1 above, end user subscriber usage records and station level detail records shall be in packs in accordance with EMI standards.

4.3.4 Sprint shall segregate and organize the Recorded Usage Data in accordance with applicable Industry Standards Technical References.

5. 911 AND E911 SERVICE FUNCTIONS

5.1. General

- 5.1.1. To the extent that Sprint does not provide the services described in this Section 5 to itself, Sprint will facilitate the acquisition of such services for or by AT&T through the existing service provider. AT&T will contract directly with the service provider for such services.

5.2. General Requirements

5.2.1. Basic 911 and E911 General Requirements

- 5.2.1.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a three (3) digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to AT&T in accordance with the following:
- 5.2.1.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/ Data Management System ("ALI/DMS"), to determine to which Public Safety Answering Point ("PSAP") to route the call.
- 5.2.1.3 Basic 911 and E911 functions provided to AT&T shall be at least at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.
- 5.2.1.4 Basic 911 and E911 access when AT&T purchases Local Switching shall be provided to AT&T in accordance with the following:
 - 5.2.1.4.1 Sprint shall conform to all state regulations concerning emergency services; and
 - 5.2.1.4.2 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 AT&T subscriber information resident or entered into the ALI/DMS database.
- 5.2.1.5 Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at AT&T's discretion, directly to AT&T Operator Services or as otherwise directed by the PSAP.

5.2.1.6 Basic 911 and E911 access from the AT&T local Switch shall be provided to AT&T in accordance with the following:

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

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

5.2.1.6.2.1 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.

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

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

5.2.1.6.4 If AT&T or its Affiliate is the primary service provider to a government agency, AT&T and Sprint shall negotiate the specific provisions necessary for providing 911 Service to the agency and shall include such provisions in an amendment to this Agreement.

5.2.1.6.5 Interconnection and database access shall be priced as specified in Attachment 1 or at any rate

charged to other interconnected carriers, whichever is lower.

5.2.1.6.6 Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any Collocation facilities, diversity requirements, *etc.*

5.2.1.6.7 In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with AT&T data in an interval no less than is experienced by Sprint subscribers, nor less than for other carriers, whichever is faster, at no additional cost.

~~5.2.1.7 Sprint shall provide to AT&T, no later than five (5) days after the Effective Date of this Agreement, the emergency public agency (e.g., police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which they provide service. (OPEN)~~

~~5.2.1.8 Sprint shall transmit to AT&T daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed. (OPEN)~~

5.2.1.9 Sprint shall provide to AT&T the necessary interconnection in order for AT&T to provide E911/911 Services to government agencies. If such elements are not available from Sprint, Sprint shall offer E911/911 Service for resale by AT&T to government agencies.

5.2.1.10 The following are Basic 911 and E911 data base requirements:

5.2.1.10.1 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.

5.2.1.10.2 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 compact disc or in a format suitable for use with desktop computers. Sprint shall

provide AT&T with a complete copy of the MSAG in a media and format usable with personal computers, free of charge, once each year, and at a cost for processing shall provide electronic updates monthly, or more frequently at AT&T's request.

5.2.1.10.3 AT&T shall be solely responsible for providing AT&T data base records to Sprint for inclusion in Sprint's ALI database on a timely basis.

5.2.1.10.4 Sprint and AT&T shall arrange for the automated input and periodic updating of the E911 database information related to AT&T end users. Sprint shall work cooperatively with AT&T 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.

~~5.2.1.10.5 AT&T shall assign an E911 database coordinator charged with the responsibility of forwarding AT&T end user ALI record information to Sprint or via a third party entity, charged with the responsibility of ALI record transfer. AT&T assumes all responsibility for the accuracy of the data that AT&T provides to Sprint. Sprint shall provide AT&T query access to the ALI/DMS database to verify the accuracy of AT&T Customer information. (OPEN)~~

5.2.1.10.6 AT&T 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 AT&T. If Sprint detects an error in the AT&T provided data, the data shall be returned to AT&T within two (2) business days from when it was provided to Sprint. AT&T shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be

allowed only in the event that the system is not functioning properly.

5.2.1.10.7 Sprint agrees to treat all data on AT&T subscribers provided under this Agreement as strictly confidential and to use data on AT&T subscribers only for the purpose of providing E911 Services.

5.2.1.10.8 Sprint shall adopt use of a carrier code (NENA standard five (5) character field) on all ALI records received from AT&T. The carrier code will be used to identify the carrier of record in INP configurations. The NENA carrier code for AT&T is "AT&T".

5.2.1.10.9 Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a point of contact for each.

5.2.1.10.10 ~~Sprint shall provision 911 trunks within fifteen (15) days of receipt of AT&T's order, or such shorter time as may be established by law, rule regulation or Commission of F.C.C. order. Alternatively, at its option, AT&T may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service Sprint and AT&T shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk. (OPEN)~~

5.2.1.10.11 ~~Sprint shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T's capacity requests for interconnection within thirty (30) days after receipt of the request. There shall be no limit on the number of trunks used by AT&T to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity. (OPEN)~~

5.2.1.11 The following are basic 911 and E911 network requirements:

5.2.1.11.1 Sprint, at AT&T's option, shall provide a minimum of two (2) E911 trunks per Numbering

Plan Area ("NPA") code, or that quantity which will maintain P.01 Transmission Grade of Service, whichever is the higher grade of service. These trunks will be dedicated to routing 911 calls from AT&T's Switch to a Sprint selective router. ~~Trunks shall be established as CAMA MF trunks until SS7 connectivity is available. Thereafter, trunks shall be established with SS7 signaling.~~ Trunks should be established as SS7 911 trunks except in those selective router/911 tandem locations that can only support CAMA MF trunking.
(OPEN)

5.2.1.11.2 Sprint shall provide the Selective Routing of E911 calls received from AT&T's switching office. This includes the ability to receive the ANI of AT&T's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide AT&T with the appropriate CLLI codes, circuit Ids, point codes, Sprint order number, and TS (Two Six) code and specifications regarding the tandem serving area associated addresses and meet-points in the network.

5.2.1.11.3 Copies of Selective Routing boundary maps shall be available to AT&T. Each map shows the boundary around the outside of the set of exchange areas served by that selective router. The map provides AT&T the information necessary to set up its network to route E911 callers to the correct selective router. Sprint is not able to provide this level in mapping format.
(OPEN)

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

5.2.1.11.5 Each ALI discrepancy report shall be jointly researched by Sprint and AT&T. Corrective

action shall be taken immediately by the responsible Party.

5.2.1.11.6 Where Sprint controls the 911 network, Sprint should provide AT&T with a detailed written description of, but not limited to, the following information:

5.2.1.11.6.1 Geographic boundaries of the government entities, PSAPs, and exchanges, as necessary. Sprint provides this information from a boundary communication but not in a map format. **(OPEN)**

5.2.1.11.6.2 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.

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

5.2.1.11.7 Sprint shall identify special routing arrangements to complete overflow or as otherwise directed by the PSAP.

5.2.1.11.8 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").

5.2.1.11.9 Sprint shall identify any special operator-assisted calling requirements to support 911.

5.2.1.11.10 Trunking shall be arranged to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures. **(OPEN)**

5.2.1.11.11 Circuits shall have interoffice, loop and carrier system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available carrier systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

5.2.1.11.12 Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

5.2.1.11.13 All 911 trunks must be capable of transmitting and receiving Baudot code or ASCII necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDDs").

5.2.1.12 Basic 911 and E911 Additional Requirements

5.2.1.12.1 All AT&T lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the AT&T number (if both are received from AT&T). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. Since we do not port INP the only number that will be provided will be the ported number (customer number). **(OPEN)**

5.2.1.12.2 Sprint shall work with the appropriate government agency to provide AT&T the ten (10) digit POTS number of each PSAP which sub-tends each Sprint selective router/911 tandem to which AT&T is interconnected. Sprint provides AT&T information on PSAPS but does not provide agency telephone numbers. It is AT&T's responsibility to work directly with the PSAP to gather contact information. **(OPEN)**

5.2.1.12.3 Sprint shall notify AT&T forty-eight (48) hours in advance of any scheduled testing or maintenance affecting AT&T 911 Service, and provide

notification as soon as possible of any unscheduled outage affecting AT&T 911 Service.

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

5.2.1.12.5 AT&T may enter into subcontracts with third parties, including AT&T Affiliates, for the performance of any of AT&T's duties and obligations stated herein.

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

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

5.2.1.12.8 Sprint shall identify the process for the handling of "reverse ALI" inquiries by public safety entities.
(OPEN)

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

5.2.1.12.10 Sprint must provide the ability for AT&T to update the 911 data base with end user information for lines that have been ported via INP or NP. Sprint does not port INP. **(OPEN)**

PART H

PERFORMANCE MEASURES

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Section 1. General

PART H – PERFORMANCE MEASURES

1. GENERAL

Sprint's Proposed Language

- 1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards required by Applicable Law, including Docket No. 000121B-TP. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s).**

AT&T's Proposed Language

1. SCOPE.

- 1.1 This Attachment includes all Performance Measurements applicable to this Agreement.**
- 1.2 If the Commission issues an order mandating certain Performance measurements or performance measurements and associated remedies, such order will supercede this Attachment on the effective date of the order. Such order will only be effective in the state in which the ordered was issued.**

2. REPORTING.

- 2.1 In providing services pursuant to this Agreement, Sprint will report its performance to AT&T in accordance with Sprint's Performance Measurements, which are contained in Exhibit 1 (Florida PSC Order No. 030067-PAA-TP), and located on the Sprint Internet web site.**

3. MODIFICATIONS TO MEASUREMENTS.

- 3.1 Performance Measurements**
- 3.1.1 Sprint will update the Performance Measurements contained in Exhibit 1, and located on the Sprint Internet web site, each calendar quarter. Sprint will not delete any Performance Measurement without prior written consent of AT&T. AT&T may provide input to Sprint regarding any suggested additions, deletions or other modifications to the Performance Measurements. Sprint will provide notice of all**

changes to the Performance Measurements via Sprint's internet website.

3.1.2 Notwithstanding the foregoing, Sprint may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Performance Measurements. Sprint will make all such changes to the Performance Measurements pursuant to the General Terms and Conditions of this Agreement, incorporated herein by this reference. Nothing herein shall preclude either party from participating in any proceeding involving Sprint's Performance Measurements or from advocating that those Measurements be modified from those contained herein.

3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Performance Measurements, the parties will refer the dispute to the Commission.

4. DISPUTE RESOLUTION

4.1 Notwithstanding any other provision of this Agreement, any dispute regarding Sprint's performance or obligations pursuant to this Part H shall be resolved by the Commission.

PART I
COLLOCATION

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PART I – COLLOCATION

1. TERMINATION.

- 1.1. Termination. AT&T may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to Sprint. Upon termination of such occupancy, AT&T at its expense shall remove its equipment and other property from the Collocation Space. AT&T shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of AT&T's Guests; provided, however, that AT&T shall continue payment of monthly fees to Sprint until such date as AT&T has fully vacated the Collocation Space. AT&T will surrender the Collocation Space to Sprint in the same condition as when first occupied by AT&T, except for ordinary wear and tear.
- 1.2. AT&T shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition. Upon termination of AT&T's right to possession without termination, AT&T shall surrender possession and vacate the Collocation Space within thirty (30) calendar days. Failure to surrender the Collocation Space within thirty (30) days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of AT&T or the AT&T's Guest at AT&T's expense and with no liability for damage or injury to AT&T's property.
- 1.3. Should Sprint, under subsection 1.2 above, remove any of AT&T's equipment from its Collocation Space, Sprint will deliver to AT&T any equipment removed by Sprint only upon payment by AT&T of the cost of removal, storage and delivery, and all other amounts due Sprint under this Agreement.
- 1.4. Surrender of Keys. AT&T shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.
- 1.5. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon thirty (30) days prior notice, to request that AT&T allow Sprint to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide telecommunications services to its end user customers. If AT&T

disagrees with Sprint's request, Sprint may seek resolution of the dispute pursuant to the dispute resolution procedures in Part A of this Agreement. If reclamation occurs, Sprint will reimburse AT&T for reasonable direct costs and expenses in connection with such reclamation.

- 1.6 If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require AT&T to move to equivalent space in the Building upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and AT&T shall pay the appropriate monthly recurring collocation charges for the new space. Notwithstanding the foregoing, if AT&T requests any physical changes to the existing collocation, an augment application and fee shall be submitted. AT&T agrees to pay any non recurring charges associated with such requested changes, and the provisioning for augments shall apply.

2. SCOPE

- 2.1. Sprint will provide Collocation to AT&T in accordance with this Agreement for the purposes of Interconnection to Sprint pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Sprint's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)). Shared collocation shall be provided in accordance with 47 U.S.C. § 51.323(k)(1).
- 2.2. Prices and fees for collocation and other services under this Agreement, are set forth in Attachment 1 of this Agreement. Nothing in this Agreement shall be deemed or construed to prohibit Sprint from charging rates to AT&T 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 AT&T has or had the opportunity to participate, which generic cost proceeding may have been initiated by Sprint by a tariff filing or otherwise.

3. COLLOCATION OPTIONS.

- 3.1. Cageless. Sprint will offer Collocation Space to allow AT&T to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint will allow AT&T to have access to its equipment and facilities twenty-four (24) hours a day, seven (7) days a week without need for a security escort provided that AT&T has met Sprint's safety and security requirements. Sprint may require AT&T to use a central entrance to the Sprint Central Office. Sprint shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, AT&T must provide the equipment layout, including spatial dimensions for such equipment

pursuant to generic requirements contained in Applicable Industry Standard Technical References and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

- 3.2. Caged. Sprint will authorize the enclosure of AT&T's equipment and facilities at AT&T's option. Sprint will provide guidelines and specifications upon request. Based on AT&T's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At AT&T's option, Sprint may require AT&T to arrange with a third party vendor to construct a Collocation Arrangement enclosure at AT&T's sole expense. AT&T's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill AT&T directly for all work performed for AT&T and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. AT&T must provide the local Sprint building contact with one Access Key used to enter the locked enclosure. Except in case of emergency, Sprint will not access AT&T's locked enclosure prior to notifying AT&T and obtaining authorization.

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

- 3.3. Shared (Subleased) Caged Collocation. AT&T may allow other telecommunications carriers, consistent with Subsection 3.2 above, to share its caged collocation arrangement pursuant to terms and conditions agreed to by AT&T. AT&T will notify Sprint in writing upon execution of any agreement between AT&T and another CLEC within twelve (12) calendar days of its execution. Further, such notice shall include the name of the CLEC and their term of agreement. Any party in a shared collocation arrangement must have an agreement with Sprint.

3.3.1. AT&T and each sharing CLEC shall be allowed to submit its own requests to Sprint for equipment placing, unbundled network elements and other services, regardless of whether AT&T or the sharing CLEC was the original collocater. In making shared cage arrangements, Sprint will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party.

3.3.2. Sprint will not place unreasonable restrictions on AT&T's use of

a cage, and as such will allow AT&T to contract with other eligible telecommunication carriers to share the cage in a sublease type arrangement. If two (2) or more eligible telecommunication carriers have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each eligible telecommunication carriers to order UNEs and provision service from the shared collocation space, regardless of which eligible telecommunication carriers was the original collocator.

3.3.3. If AT&T terminates a Collocation Arrangement, AT&T will provide the sharing CLEC thirty (30) days written notice. The continued occupancy of the collation space by a sharing CLEC will be determined by that CLEC and Sprint.

3.3.4. If any of the carriers leave this shared collocation arrangement, the remaining carrier(s) will be responsible for the costs of that particular configuration.

3.4. Adjacent On Site Collocation. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Sprint will decide the location, subject to zoning or other state and local regulations or future planned use of the space. **(OPEN)**

3.4.1. AT&T will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Sprint point of interconnection. Should AT&T elect such an option, AT&T must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.

3.4.2. Sprint maintains the right to review AT&T's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within thirty (30) calendar days of receipt of the Bona Fide Firm Order (BFFO). Except that such time period may be extended if any delay is due to the actions of AT&T. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Sprint may require AT&T to correct any deviations from approved plans found during such inspection(s).

3.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, AT&T may choose to provide its own AC power to the adjacent collocation space as long as the AC power source is from the same provider as Sprint's.

- 3.4.4. Subject to AT&T being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the AT&T to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event AT&T chooses to relocate its equipment, appropriate charges applicable for collocation within the Sprint Premises will apply including charges to vacate the adjacent collocation arrangement.
- 3.5. Contiguous Space. To the extent possible, Sprint will provide AT&T with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 3.6. Virtual Collocation. Sprint will provide virtual collocation subject to technical feasibility if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.323) and the terms and conditions described in the applicable state or federal Sprint tariff. Sprint shall provide Virtual Collocation at the rates set forth in Attachment 1 of this Agreement. If there are any inconsistencies between the applicable state or federal Sprint tariff and this Agreement, this Agreement shall control.
- 3.6.1. AT&T may from time to time, lease to Sprint, at no cost to Sprint, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint install and maintain the equipment in accordance with terms and conditions contained in the applicable state or federal Sprint tariff offering for Virtual Collocation, or as mutually agreed to by the Parties if there are no applicable tariffs.
- 3.6.2. Virtually collocated equipment shall be purchased by AT&T. Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of AT&T's equipment, arrangement or facilities.
- 3.6.3. Sprint will install, maintain, and repair AT&T's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties. The following services are not covered by this Agreement: 1) services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint; 2) service of attached, related, collateral or ancillary equipment or software not covered by this section; 3) repairing damage to other property or equipment caused by operation of AT&T's collocated equipment and not caused by the sole negligence of Sprint; 4) training and supplying spare parts for AT&T's equipment; 5) and responsible

for shipping and postage on returning equipment back to AT&T.

3.6.3.1. When AT&T-provided equipment (hardware and software) is identical to that already in use in Sprint's same central office building, no additional training is required.

3.6.3.2. When AT&T-provided equipment (hardware and/or software) is not identical to that already in use in the Sprint's central office building, training will be required. AT&T will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials for a maximum of three Sprint Central Office Technicians. The technicians' training time will be based on labor rates as set forth in Attachment 1. When travel is required, travel expenses associated with training will be charged to the CLEC based directly on ticket stubs and/or receipts.

3.6.4. AT&T warrants that Sprint shall have quiet enjoyment of the equipment. Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by AT&T for the benefit of Sprint and AT&T shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. AT&T shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. AT&T warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

3.6.4.1 In the event Sprint's right to quiet enjoyment is breached, either by AT&T's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Sprint may give written notice to AT&T and all of Sprint's obligations relating to the affected equipment shall terminate immediately.

3.6.5. Sprint's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to AT&T at rates set forth in Attachment 1 of this Agreement.

3.6.6. To the extent Sprint is required to provide virtual collocation

outside the central office, Sprint will provide unbundled transport and sub-loops in accordance with the terms of this Agreement.

3.6.7. Virtual Collocation Transition. For the interconnection to Sprint's network and/or access to Sprint Network Elements, AT&T may purchase Cross-Connects and designate within its Virtual Collocation arrangements the placement of telecommunications equipment set forth in this Attachment. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, AT&T may transition its virtual collocation arrangements to physical collocation arrangements. In the event that Sprint knows when additional space for physical collocation may become available at the location requested by AT&T, such information will be provided to AT&T in Sprint's written denial of physical collocation in compliance with Applicable Rules. AT&T must arrange with Sprint or a Sprint certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation including charges to vacate the virtual collocation arrangement. If AT&T requests a conversion from virtual collocation to physical collocation, the response times described in this Attachment shall apply.

3.6.7.1. Sprint will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement pursuant to applicable Florida and the FCC regulations. There should be minimal interruption to AT&T's services during a conversion.

3.6.7.2. Sprint must inform AT&T within fifteen (15) calendar days of its request whether its collocation conversion application is accepted or denied, and provide sufficient information for AT&T to place a firm order.

3.6.7.3. Sprint cannot require that physical collocation arrangements be moved unless there are circumstances which may include technical reasons, network reliability, and safety or security issues.

3.6.7.4. An Augment application and fee shall be submitted by AT&T if any physical changes are required to cover the cost of the necessary activity for Sprint

for records, administrative, billing and engineering updates to be made. (OPEN)

3.6.7.5. AT&T shall submit a full collocation application and related fees if Sprint is required to perform more than changes described in 3.6.7.4 above. Changes may include if AT&T converts from virtual to caged collocation, or if a relocation is required or changes in the configuration are required, or placing additional equipment, acquire additional space, or Sprint must perform work on the equipment to effectuate the conversion.

3.6.7.6. When converting from virtual to caged physical, Sprint may require that AT&T's equipment be relocated to accommodate the additional space requirements.

3.7. Collocation of Splitters

3.7.1. Splitters will be installed by AT&T in AT&T's physical collocation space or installed and maintained by Sprint in a common area on racks leased by the AT&T.

3.7.2. Customer will provide all splitters.

3.7.3. Physical Collocation of Splitters. There are two wiring configurations associated with the DSLAMS installed in AT&T's physical collocation space:

3.7.3.1. the DSLAM is direct wired to the POTS Splitter;
and

3.7.3.2. the DSLAM is direct wired to the main distribution frame.

3.7.4. Sprint will provide and install the cabling from AT&T's Collocation Space to the Splitter in the common area and/or to Sprint's main distribution frame at pricing set forth in Attachment 1.

3.7.5 Installation

3.7.5.1 Installing Splitters and Cabling

3.7.5.1.1 Sprint agrees to place the Splitters in the applicable Central Offices in an appropriate location chosen by Sprint. Sprint will use reasonable efforts to install the Splitter in a relay rack or bay as close to the main distribution frame as is reasonably practicable. Unless otherwise agreed upon in

writing between the Parties, rack space will be allocated on a shelf by shelf basis.

3.7.5.1.2 Sprint agrees that, upon the request of CLEC, it shall cause the Splitters to be plainly, permanently, and conspicuously marked, by metal tag or plate supplied by CLEC to be affixed thereto, indicating CLEC's ownership of the Splitters. Sprint will not remove, destroy or obliterate any such marking. Sprint agrees to keep all Splitters free from any marking or labeling which might be interpreted as a claim of ownership thereof by Sprint or any party other than the CLEC.

3.7.5.1.3 CLEC will pay for installation, engineering, floor space, relay rack space and other recurring expenses associated with the Splitter Shelf in common area at pricing set forth in Attachment 1.

3.7.5.1.4 All wiring connectivity from CLEC's splitter (Sprint analog voice input to the splitter and combined analog voice/data output from the Splitter) will be cabled out to the Sprint main distribution frame for cross connection with jumpers if practicable.

3.7.5.1.5 Sprint will provide and install the cabling from the Splitter(s) to Sprint's main distribution frame and from the Splitter(s) to CLEC's Collocation Space at pricing set forth in Attachment 1.

3.7.6 Providing and Replacing Cards in the Common Area

3.7.6.1 CLEC is responsible for ordering and providing to Sprint splitter cards as necessary to effectively operate the Splitter. Sprint will install such cards per CLEC's instructions. CLEC will provide one empty card for every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity. CLEC is responsible for Splitter assignments and monitoring for exhaust.

3.7.7 Card Replacement

3.7.7.1 During the term of each collocation arrangement that includes Splitters, Sprint agrees to replace the Splitter cards if requested to do so by CLEC. Sprint

and CLEC shall take efforts to minimize possible service disruptions, including, but not limited to, replacing Splitter cards during maintenance windows. Sprint will not use the Splitters for any purposes other than that for which they were designed. Sprint may perform these obligations through Sprint's employees or any qualified company.

3.7.7.2. CLEC will provide replacement cards as required. Replacement cards will be either new or of like-new quality. Upon CLEC's written request, Sprint will return the replaced cards(s) to CLEC. CLEC agrees to pay the full costs of transportation of replacement cards to and from Sprint's central office.

3.7.7.3. Upon termination of any collocation arrangement that includes Splitters (by expiration or otherwise) Sprint will return the Splitter to AT&T. AT&T will be charged time and material costs for removal of any Splitters. CLEC agrees to provide Sprint via pre-paid delivery with a medium for packaging and transportation of such Splitter. CLEC absolves Sprint of any damage, which may occur as a result of Splitter transportation to CLEC.

3.7.8. The following services are not covered by this Agreement:

3.7.8.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;

3.7.8.2. service of attached, related, collateral or ancillary equipment or software not covered by this Agreement;

3.7.8.3. repairing damage caused to the Splitter by persons other than Sprint, or its authorized contractors, or

3.7.8.4 repairing damage to other property or equipment caused by operation of the Splitter and not caused by the sole negligence of Sprint.

4. DEMARCATION POINT

4.1. Sprint will designate the point of demarcation, unless otherwise mutually

agreed to by the Parties, in or adjacent to the Collocation Space. At AT&T's request, Sprint will identify the location(s) of other possible demarcation points available to AT&T, and AT&T will designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to AT&T's equipment that is available.

- 4.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Sprint will not require AT&T to use an intermediate interconnection arrangement in lieu of direct connection to Sprint's network, if technically feasible. AT&T or its contractor shall be responsible for installing and properly labeling/stenciling the common block, and necessary cabling. Unless mutually agreed otherwise, the demarcation point is the boundary of AT&T's collocation site. For all terminations Sprint shall designate a demarcation point on a per arrangement basis. AT&T or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 4.3. At AT&T's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at AT&T's option, serve as the demarcation point. If AT&T elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to AT&T at its equipment, at the designated demarcation point.

5. APPLICATION PROCESS.

- 5.1. Upon AT&T's selection of a Premises in which it desires to collocate its Equipment, Sprint will provide a then current collocation application form (the "Application") to AT&T. AT&T will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in AT&T's Collocation Space(s), an estimate of the amount of square footage required (or, in the case of Cageless Collocation, bay-space), as well as the associated power requirements, floor loading, and heat release of each piece of AT&T's equipment.
 - 5.1.1. AT&T will complete the Application, and return it, along with the appropriate Application Fee, to Sprint. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Sprint will not process an Application until both the Application and the applicable Application Fee are received.

- 5.1.2. Application Augment Fee. In the event AT&T desires to modify or decommission the use of the Collocation Space in a manner that requires additional preparation work by Sprint, AT&T will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
- 5.1.3. No Subsequent Fee. Where AT&T modifies the use of the Collocation Space or adds equipment that requires no additional preparation work on the part of Sprint, Sprint will not impose additional charges or additional intervals that would delay AT&T's operation. AT&T will notify Sprint of the modifications or additional equipment prior to installation.
- 5.1.4. If Collocation Space is unavailable or AT&T withdraws its request, the Application fee, less the costs incurred by Sprint (e.g. engineering record search and administrative activities required to process the Application) will be refunded.
- 5.2. Multiple Methods. If AT&T wishes Sprint to consider multiple methods for collocation on a single Application, AT&T will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If AT&T provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would AT&T be required to restart the quotation interval should its first choice not be available in a requested Premises. Sprint will not select for AT&T the type of collocation to be ordered. Only one collocating method can be provisioned per application.
- 5.3. Within ten (10) days after receiving AT&T's Application for Collocation, Sprint must inform AT&T whether the Application meets each of Sprint's established collocation standards. Should AT&T submit a revised Application curing any deficiencies in an Application for Collocation within ten (10) days after being informed of them, AT&T shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs AT&T that there is a deficiency in an Application, Sprint must provide sufficient detail so that AT&T has a reasonable opportunity to cure each deficiency.
- 5.4. Before Sprint may make a determination that space is legitimately exhausted, Sprint upon reasonable request, must remove obsolete unused

equipment from the Premises, and make such space available for Collocation in accordance with Applicable Law.

- 5.5. Revisions. All revisions to an initial request for a Collocation Arrangement submitted by AT&T must be in writing. A new interval for the Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. AT&T will be required to pay any applicable Application fees.
- 5.6. Price Quote. Sprint will provide a price quote within fifteen (15) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) calendar days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 5.7. AT&T has sixty-five (65) calendar days from receipt of the quotation to accept the quotation in writing. The quotation expires after sixty-five (65) calendar days. After sixty-five (65) calendar days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, AT&T does not notify Sprint that physical collocation should proceed.
- 5.8. Bona Fide Firm Order (BFFO). For physical, both caged and cageless, and virtual collocations, AT&T will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a Bona Fide Firm Order (BFFO) . The BFFO must be received by Sprint no later than sixty-five (65) calendar days after Sprint's provisioning of the price quote in response to AT&T's Application. If AT&T makes changes to its Application in light of Sprint's written Application response, Sprint may be required to re-evaluate and respond to the change(s). In this event, AT&T's Application will be treated as a Revision.
- 5.9. Space preparation for the Collocation Space will not begin until Sprint receives the Bona Fide Firm Order and all applicable fees, including all non-recurring charges.
- 5.10. Space Availability Report. Upon request from AT&T, Sprint will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures Sprint is taking to make additional space available for collocation arrangements. A Space Availability Report is intended to provide AT&T with information

necessary for AT&T to indicate AT&T's space preferences to Sprint, prior to Sprint's assignment of space to AT&T and, in and of itself, does not reserve space at the Premises.

5.10.1 The request from AT&T for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

5.10.2 Sprint will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. If Sprint cannot meet the ten (10) calendar day response time, and the Parties cannot agree on an alternative interval, Sprint may seek a waiver from the Commission for an extended interval.

6. APPLICATION RESPONSE

6.1. Application Intervals. Sprint shall provide confirmation of space availability within ten (10) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) applications submitted. Space availability response will be increased by five (5) calendar days for every five (5) additional Applications received. In addition to response time for confirmation of space availability, an estimated price quote will be provided in accordance with subsection 5.6 above.

6.1.1. Sprint will notify AT&T in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.

6.2. Denial of Application. After notifying AT&T that Sprint has no available space in the requested Central Office ("Denial of Application"), Sprint will allow AT&T, upon request, to tour the entire Central Office within ten (10) calendar days or other mutually agreed upon time frame of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Central Office must be received by Sprint within five (5) calendar days of the Denial of Application. Any request received by Sprint within ten (10) days of the Denial, but later than five (5) days after AT&T's receipt of Sprint's Denial of Application will be fulfilled within five (5) days of the request.

6.2.1. If AT&T contests Sprint's notice that there is not sufficient space

in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Sprint will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

- 6.2.1.1. At the same time that Sprint notifies AT&T of a denial of space, Sprint will file a copy of the letter with the Commission that contains the information required by Applicable Rules, subject to proprietary protections.
- 6.2.2. On a first come, first serve basis, Sprint will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
- 6.2.3. Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available within ten (10) calendar days if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if AT&T has been denied space at a Sprint Premises and challenges Sprint on space availability at said Premises, AT&T will be given priority for space assignment if, as a result of the challenge, space is found to be available. AT&T will reaffirm its collocation request within thirty (30) calendar days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Sprint will advise AT&T as to its position on the list.
- 6.2.4. If AT&T's Application for Physical Collocation is denied due to lack of space, Sprint will place AT&T on the waiting list for collocation in particular Premises according to the date AT&T submitted its Application and not the date of denial for lack of space.
- 6.2.5. Sprint will maintain on its website a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) calendar days of the date that Sprint becomes aware at which a Premises runs out of physical collocation space. Sprint will also post a document on its website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. This posting will be within ten (10) days of when Sprint knows for certain when space will be available.

7. CONSTRUCTION

- 7.1. Sprint may require AT&T or its designated subcontractor to perform the

construction of physical collocation space, provided however, that any such AT&T subcontractor shall be subject to Sprint's security standards. Sprint reserves the right to reject any AT&T subcontractor upon the same criteria that Sprint would use on its own subcontractors. AT&T will notify Sprint in writing when construction of physical collocation space is complete. Sprint will commence billing (1) upon notice of completion; (2) ninety (90) business days from AT&T's acceptance of the price quote; or (3) upon commencement of operations, whichever is earliest.

- 7.2. Sprint Inspection. Sprint shall have the right to inspect AT&T's completed installation of equipment and facilities prior to AT&T turning up such equipment and facilities. AT&T shall provide written notification to Sprint when AT&T has completed its installation of equipment and facilities in the Collocation space, and Sprint shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify AT&T that Sprint is not exercising its right to inspect such Collocation space at that time and that AT&T may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify AT&T of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Sprint not to inspect such Collocation space. AT&T shall have the right to be present at such inspection, and if AT&T is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of AT&T's Collocated equipment and facilities, AT&T shall modify its installation to achieve compliance prior to turning up its equipment and facilities.
- 7.3. To the extent Sprint performs the construction of the Physical Collocation Arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to AT&T's order must thereafter, be approved by AT&T. The Parties acknowledge that AT&T approved deviations may require additional construction time and may incur additional AT&T expenses. AT&T shall pay the incremental cost incurred by Sprint as the result of Revision applicable to construction of any Collocation Space. AT&T will pay 50% of the nonrecurring charges required by Sprint at the time the Bona Fide Request is accepted, prior to Sprint commencing construction of the collocation space.
- 7.4. Extraordinary Construction Costs. AT&T will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Sprint to prepare the Collocation space for the installation of AT&T's equipment and for extraordinary costs to maintain the Collocation space for AT&T's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space,

compliance with federal and state requirements, or other modifications required by local ordinances. Sprint will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, AT&T and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to AT&T prior to commencing such work. Extraordinary costs will only be billed to AT&T if such costs have been authorized by AT&T. Sprint must advise AT&T if extraordinary costs will be incurred.

- 7.5. Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents or as required by Applicable Law.
- 7.6. Acceptance Walk Through. To the extent that Sprint performs construction of the physical collocation arrangement, Sprint will notify AT&T when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. The acceptance walk through shall occur within fifteen (15) calendar days of Sprint's notification to AT&T that the collocation space is ready for occupancy. Sprint will commence to correct any deviations to AT&T's original or jointly amended requirements within five (5) calendar days after the walk through unless the Parties jointly agree upon a different time frame. The correction of these deviations from AT&T's original request for collocation shall be at Sprint's expense. At the end of the acceptance walk through or after any deviations are corrected, AT&T will execute a written document accepting the Collocation Space. If AT&T does not conduct an acceptance walk through within fifteen (15) days of the notification that the Collocation Space construction is complete, AT&T will be deemed to have accepted the Collocation Space and billing will commence.
- 7.7. The Parties agree that AT&T may cancel a collocation space order. If, at anytime, AT&T cancels its order for Physical Collocation, Caged, Shared Cage (assuming all parties cancel), or Adjacent Space Collocation, or Virtual Collocation, Sprint shall return that portion of the charges paid by AT&T, which exceed any expenses incurred up to the date that written notice of the cancellation is received. If Sprint can demonstrate that Sprint's expenses exceeded the estimated charges paid by AT&T, AT&T will pay Sprint the additional charges. AT&T will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide AT&T with a detailed listing showing the total costs incurred. Notwithstanding the above, should Sprint inform AT&T of environmental or safety hazards associated with the space and subsection 8.4, AT&T will be entitled to refuse the space and a full refund of all monies paid to date.

- 7.7.1. If a shared arrangement is cancelled, the remaining party(s) will re-submit an application for the type of collocation desired. These parties will not lose their position in queue, but a new provisioning timetable will begin after receipt of a BFFO.

8. SPACE RESERVATION

- 8.1 AT&T may reserve Collocation space for its future use in Sprint's Premises. Reserved space is the unused or unoccupied space in AT&T's collocation arrangement. Sprint shall notify AT&T in writing if another Telecommunications Carrier requests Collocation space and no space is available except space that is reserved. AT&T shall, within five (5) Business Days of receipt of such notice, provide Sprint either (i) written notice that AT&T relinquishes such reserved space or (ii) enforce its reservation of space. Failure of AT&T to respond to Sprint within the foregoing five (5) Business Day period shall be deemed an election by AT&T to relinquish such space.
- 8.1.1 Space Reclamation. In the event of space exhaust within a Central Office Premises, Sprint may include in its documentation for the Petition for Waiver filing any unoccupied space in the Central Office Premises. AT&T will be responsible for any justification of unoccupied space within its space, if such justification is required by the appropriate state Commission. Sprint shall comply with 47 CFR 51.321(f) and any applicable Commission rules or orders.
- 8.2 The parties may reserve floor space for their own specific uses for eighteen (18) months. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use. Upon request, Sprint will provide justification for denying a request to reserve space to the Commission.
- 8.3 Space Allocation. Sprint shall assign collocation space in a nondiscriminatory manner. Sprint shall permit AT&T to submit space preferences based on the reserved report and shall attempt to accommodate AT&T's requested preferences, if any. If space is available or can be made available pursuant to applicable laws or regulations, Sprint agrees to provide physical collocation space on its Premises, as requested by AT&T, for AT&T's interconnection and/or access to Network Elements. In allocating Collocation Space, Sprint shall not materially increase AT&T's Collocation cost or materially delay AT&T's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the AT&T

wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Sprint will designate the location of the collocation space, however, if available in the designated area, Sprint will offer AT&T space that has already been prepared and conditioned for collocation, provided, however, that additional conditioning and preparation of the space may be necessary to meet AT&T's requirements. If Sprint assigns unconditioned space when conditioned space is available, Sprint will show that operational constraints unrelated to Sprint or any of its affiliates or subsidiaries competitive concerns required that AT&T be assigned the unconditioned space. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator in accordance with Commission rules; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by Sprint or by another carrier; or (f) essential for the administration and proper functioning of Sprint's Premises. AT&T may challenge a space assignment with the state Commission if AT&T believes the assignment is unjust, unreasonable, or discriminatory, violates FCC rules, or violates any additional consistent rules the state Commission has established. Sprint shall not impose maximum space limitations on AT&T unless otherwise authorized by the state Commission. The amount of space requested by AT&T may include an amount sufficient to accommodate its needs for up to eighteen (18) months, and such space reservation shall be at Parity.

8.3.1 Sprint will allow AT&T to collocate in Sprint's Premises, without requiring the construction of a cage, or similar structure or enclosure. Sprint may segregate collocation space and require separate entrances in accordance with FCC rules. If Sprint proposes, for either legitimate security concerns or operational constraints, space separate from space housing Sprint equipment for AT&T, such space shall be:

- (1) available in the same or a shorter time frame;
- (2) at a cost not materially higher than the cost of non-separated space; and
- (3) comparable, from a technical and engineering standpoint to non-separated space.
- (4) any space assigned to an affiliate or subsidiary of Sprint is similarly separated

8.3.2 If Sprint elects to use a separate entrance, such separate entrance shall already exist that provides access to the collocation space at issue; or its construction is technically feasible and will neither artificially delay the provisioning nor materially increase AT&T's costs. Sprint shall construct or require separate entrances only where Sprint has legitimate security concerns, or operational constraints unrelated to Sprint's or any of its affiliates' or subsidiaries competitive concerns, warrant such separate entrance. Where Sprint assigns separate space for collocation or requires AT&T to access their collocation space through a separate entrance, Sprint's affiliates and subsidiaries and their employees and contractors shall be subject to such restrictions. AT&T may challenge a separate space assignment or a separate entrance requirement with the state Commission if AT&T believes the assignment or requirement is unjust, unreasonable, discriminatory, violates the FCC rules, or violates any additional, consistent rules the state Commission has established. Sprint must permit AT&T to have direct access to AT&T's equipment, including demarcation points, twenty-four (24) hours per day, seven (7) days per week, pursuant to safety requirements in this Attachment.

9. PROVISIONING INTERVALS

- 9.1. Caged Provisioning Intervals: To the extent that Sprint performs construction of the physical collocation arrangement, Sprint will complete construction, including power, for collocation arrangements in Collocation Space within a maximum of ninety (90) calendar days from receipt of a complete and accurate Bona Fide Firm Order. If Sprint is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver.
- 9.2. Cageless Provisioning Intervals: To the extent that Sprint performs construction of the physical collocation arrangement, Sprint will complete construction of cageless collocation in ninety (90) calendar days from the receipt of AT&T's Bona Fide Firm Order where the AT&T is installing all of its own bays. Sprint will complete construction of cageless collocation in ninety (90) calendar days from the receipt of AT&T's Bona Fide Firm Order where Sprint will be installing all or some of the bays. Sprint will complete construction of cageless collocation in Premises such as CEVs, Huts and Vaults in ninety (90) calendar days from the receipt of AT&T's Bona Fide Firm Order where Sprint will be installing all or some of the bays.
- 9.3. Virtual Provisioning Intervals: Sprint will complete construction of

virtual collocation arrangements in sixty (60) calendar days from the receipt of the AT&T's Bona Fide Firm Order. Any delays in provisioning of the collocation arrangement that are attributable to receipt of AT&T equipment or necessary training will be added proportionately to the sixty (60) days. If parties cannot agree on the revised provisioning schedule, Sprint will file with the PUC the expected revised date.

10. EQUIPMENT

- 10.1. Equipment Type. In accordance with 51.323 (b), AT&T may collocate equipment necessary for interconnection to Sprint under 47.U.S.C. 251 (C) (2) and accessing Sprint's unbundled network elements under 47.U.S.C. 251 (C) (3).
- 10.2. AT&T's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. AT&T is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by AT&T. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation Space, AT&T shall obtain Sprint's approval of AT&T's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. Sprint may request additional information before granting approval.
- 10.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (NEBS), but Sprint will not impose safety requirements on AT&T that are more stringent than the safety requirements it imposes on its own equipment. Sprint may not deny collocation of AT&T's equipment because the equipment fails to meet NEBS reliability standards. If Sprint denies collocation of AT&T's equipment, citing safety standards, Sprint must provide to AT&T within five (5) business days of the denial a list of all equipment that Sprint locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Sprint contends the competitor's equipment fails to meet. In the event that Sprint believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that AT&T's equipment does not meet NEBS Level 1 safety requirements, AT&T will be given ten (10) calendar days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Sprint will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, AT&T will

not activate the equipment during the pendency of the dispute.

- 10.4. AT&T must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If AT&T fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days of AT&T's acceptance of Sprint's price quote, or other time period mutually agreed to by the AT&T and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. AT&T will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide AT&T with a detailed listing of the costs incurred plus monthly recurring costs for six months or the number of months remaining in the contract term whichever is less.

11. AUGMENTS AND ADDITIONS.

- 11.1. When AT&T adds equipment that requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay AT&T's operation.
- 11.2. Sprint will provide reduced intervals, not to exceed the interval for a new collocation space, to AT&T when it submits requests for augment of existing physical collocation space that requests augments. In such instances, the AT&T must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for AT&T's point of termination.
- 11.3. The reduced provisioning interval will apply only when AT&T provides a complete Application accompanied by the applicable Application fee.
- 11.4. AT&T must submit an Application and applicable Application Fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) calendar days after acceptance and authorization by AT&T. If special or major construction is required, Sprint will work cooperatively with AT&T to negotiate mutually agreeable construction intervals for augments.

12. USE OF COMMON AREAS

- 12.1. AT&T, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas adjacent to the Building for vehicles of persons while

working for or on behalf of AT&T at the Collocation Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet AT&T's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, consistent with AT&T's right to access its Collocation Space.

12.2. Water. Sprint, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Sprint, for the non-exclusive use of AT&T, Sprint and any other building occupant. AT&T shall not waste or permit the waste of water.

12.3 Security Service.

12.3.1 AT&T and Sprint agree that security is important for both companies to ensure their respective network's reliability and security. Sprint may require that AT&T comply with the reasonable security measures that Sprint uses for its own employees and contractors.

12.3.2. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to AT&T's Collocation Space. Sprint shall not be liable to AT&T or any other party for loss of or damage to the Collocation Space or LOE unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.

12.3.3 AT&T employees and contractors may be required to undergo the same level of security training, which Sprint requires for its employees or contractors.

12.3.4 AT&T will have non-discriminatory access to its equipment twenty four (24) hours per day, seven (7) days per week. AT&T employees are not required to be accompanied by either a security escort or any other Sprint employee while on Sprint Premises, however, Sprint may provide a security escort to AT&T employees while on Sprint's Premises with no delay or additional charge to AT&T. AT&T employees will have immediate access to the facility and the AT&T equipment. Sprint cannot otherwise delay AT&T's entry onto Sprint Premises. AT&T authorized personnel will have immediate access to health related facilities (e.g.,

bathrooms, eyewash stations, shower stations, drinking water, etc., within the collocated facility), as well as access to parking.

- 12.4 Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which AT&T has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven days a week. Freight elevator service when used by AT&T's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

13. SPRINT SERVICES AND OBLIGATIONS.

- 13.1. Adjacent in this Section 13 is referring to collocations in the same Premises that have a common border; and is not referring to a form of physical collocation as described in CFR Part 47 51.323(k)(3).
- 13.2. For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services:
- 13.3. Interconnection. Sprint shall permit, in accordance with 51.323(h), AT&T to interconnect its network, via cross-connect facilities, with that of another adjacent collocating telecommunications carrier at the Sprint Premises. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of AT&T per the AT&T's request at the rates set forth in Attachment 1. Such cross-connect facilities may either be copper or fiber, at AT&T's choice.
- 13.3.1 If AT&T occupies more than one Collocation Space location within the Premises, AT&T may interconnect its equipment contained in the two separate adjacent Collocation Space locations. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of AT&T per AT&T's request.
- 13.4. Transmission Facility Options. For both Physical Collocation and Virtual Collocation, AT&T may purchase unbundled transmission facilities (and any necessary Cross-Connection) from Sprint, provide its own transmission facilities, or utilize the transmission facilities of a lawfully collocated third party. The transmission facilities shall be terminated at the AT&T's Collocation Space or at a mutually agreed upon location within Sprint's Premises.
- 13.4.1 Sprint will place AT&T owned or AT&T leased entrance facilities into the Collocation Space. Sprint will designate the point of interconnection as close as reasonably possible to the Premises housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. AT&T will provide fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. If

AT&T desires cable other than fiber, Sprint shall permit interconnection using coaxial cable if such interconnection is first approved by the Commission. AT&T will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the AT&T's equipment in the Collocation Space. Sprint will splice the entrance facility to AT&T provided riser cable. In the event AT&T utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Pursuant to the AT&T/Sprint Right-of-Way ("ROW") attachment, incorporated herein by this reference, AT&T must contact Sprint for instructions prior to placing the entrance facility cable in the manhole. Sprint is responsible for maintenance of the entrance cable. In the case of adjacent collocation, unless Sprint determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangements and the central office termination point.

13.4.2 Sprint will provide at least two (2) such Interconnection points at each Sprint Premises at which there are at least two (2) entry points for Sprint's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points. In response to a request for physical collocation under this Attachment, Sprint shall provide AT&T with information regarding Sprint's capacity to accommodate dual entrance facilities. Consistent with AT&T ROW Attachment, incorporated herein by this reference, if conduit in the serving manhole(s) is available and is not reserved for another purpose, Sprint will make the requested conduit space available for installing a second entrance facility to AT&T's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of Sprint so long as the location selected is as close as reasonably possible. Where dual entrance is not available due to lack of capacity, Sprint will so state in the Application Response.

13.5 Environmental Controls. Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by AT&T to Sprint in its application which AT&T hereby represents to Sprint is sufficient to allow the LOE to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment

Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.

13.5.1 If AT&T locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, affects the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by AT&T's equipment or facilities shall be paid by AT&T to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one licensee, each licensee will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

13.6 Electricity. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to AT&T pursuant to this Section is insufficient to support the activity being carried on by AT&T in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide AT&T with additional electricity and AT&T shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to AT&T's Collocation Space. AT&T shall also pay for additional electricity provided via these circuits.

13.6.1 AT&T covenants and agrees that Sprint shall not be liable or responsible to AT&T for any loss, damage or expense which AT&T may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for AT&T's requirements.

13.6.2 AT&T covenants and agrees that its use of electric current shall never exceed the capacity of existing feeders to the Building or the Collocation Space, when reviewed in conjunction with electrical usage of other occupants in the Building.

13.6.3 Central office power supplied by Sprint into the AT&T equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated AT&T equipment area. The power feeders (cables) shall efficiently and economically support the power ordered by AT&T. The termination location shall be as agreed by the parties.

13.6.4 Sprint shall provide power as requested by AT&T to meet AT&T's need for placement of equipment, interconnection, or provision of

service.

13.6.5 Sprint power equipment supporting AT&T's equipment shall:

13.6.5.1 Comply with applicable industry standards (e.g., Telecordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;

13.6.5.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for AT&T equipment, or, at minimum, at parity with that provided for similar Sprint equipment;

13.6.5.3 Should AT&T elect to place alarms within its Collocation Space, AT&T shall be responsible for the placement, monitoring and removal of such equipment alarms. Upon request, Sprint shall provide AT&T with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by AT&T;

13.6.5.4 Provide central office ground, connected to a ground electrode located within the Sprint Central Office, such that it is accessible to AT&T; and

13.6.5.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for AT&T's equipment in accordance with AT&T's collocation request.

13.6.6 Sprint shall provide cabling that adheres to the applicable Industry Standard Technical Reference;

13.6.7 Sprint shall provide electrical safety procedures and devices in conformance with applicable OSHA or industry guidelines.

13.6.8 Sprint will provide AT&T 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 AT&T equipment located in Sprint facility. Sprint shall provide AT&T immediate notification by telephone of any emergency power activity that would impact AT&T's equipment.

13.7 Fire Safety System. Subject to the provisions of this Section, Sprint may furnish an existing Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the applicable National Fire Protection

Association ("NFPA") Standards. Sprint shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

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

13.7.2 Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and AT&T hereby agrees to provide Sprint and Sprint's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Sprint agrees to provide AT&T with notice of its intent to access AT&T's Collocation Space where, in Sprint's sole discretion, such notice is practicable; provided, however, that no failure of Sprint to give such notice will affect Sprint's right of access or impose any liability on Sprint. Sprint will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of AT&T, its employees, agents or invitees, in which case AT&T shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, AT&T shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of AT&T's act or omission. AT&T shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if AT&T is aware of damage to the fire protection systems it shall promptly notify Sprint.

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

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

13.8.1 Sprint shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by AT&T. If Sprint shall fail to commence such repairs or maintenance within twenty (20) days after written notification, provided that such delays are not caused by AT&T, AT&T's sole right and remedy shall be, after further notice to

Sprint, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

13.8.2 Sprint shall, where practical, provide AT&T with a minimum of twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Sprint; provided, however, that AT&T shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at AT&T's request. AT&T shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

13.8.3 The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by AT&T or AT&T's employees, invitees or agents, shall be paid by AT&T to Sprint within ten (10) days after being billed for such repairs and maintenance by Sprint.

13.9 Sprint shall provide AT&T with notice, which may be by telephone or email or other method, three (3) business days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform AT&T of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Sprint learns that such outage has occurred.

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

13.10.1 No such interruption of service shall be deemed an eviction or disturbance of AT&T's use of the Collocation Space or any part

thereof, or render Sprint liable to AT&T for damages, by abatement of AT&T Fees or otherwise, except as set forth in the Tariff, or relieve AT&T from performance of its obligations under this Agreement. AT&T hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.

- 13.11 Access. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, AT&T shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, designated common areas and Collocation Space, and to the designated demarcation point only if necessary in order to maintain the facility on AT&T's side of the demarcation point.

13.11.1 Sprint, at AT&T's expense, may issue non-employee photo identification cards for each AT&T employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of AT&T who may require occasional access to the Collocation Space.

13.11.2 Sprint may issue access cards, codes, or keys to AT&T's listed employees or vendors where such systems are available and their use by AT&T, will not otherwise compromise building security.

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

13.11.4 To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Sprint assumes no responsibility and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, provided that such damage is not the result of gross negligence or willful misconduct on the part of Sprint.

- 13.12 Access Right of Sprint. Sprint shall have access to AT&T's Physical

Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including AT&T's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the AT&T's Collocation Space has been established, and if conditions permit, Sprint will provide AT&T with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing AT&T the option to be present at the time of access. AT&T 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.

13.12.1. Sprint shall have the right to enter the Collocation Space for the purposes of examining, inspecting, or making such repairs or alterations to the Collocation Space as Sprint deems necessary. AT&T hereby waives any claim for damage, injury, interference with AT&T's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Sprint.

13.12.2. To obtain access to the Collocation Space, Sprint may use any means it may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Sprint by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of AT&T from the Collocation Space or any portion thereof.

14. RATES

14.1 The rates for collocation are set forth in Attachment 1 of this Agreement.

14.2 Collocation Cost Allocation. The cost of security arrangements, site preparation, and other costs necessary to the provisioning of Collocation Space shall be allocated as follows:

14.2.1 If costs incurred by Sprint will benefit only AT&T in a specific end office, AT&T will pay 100% of the costs;

14.2.2 If costs incurred by Sprint will benefit both current and future collocating parties, the costs shall be recoverable by Sprint based upon the amount of floor space occupied by a collocating party, relative to the total collocation space for which site preparation was performed; and

14.2.3 If costs incurred by Sprint benefit current or future collocating parties and the Sprint, the costs shall be recoverable by Sprint based on the amount of square feet used by the collocator or Sprint, relative to the total useable square footage in the central office.

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

15. AT&T'S OBLIGATIONS

15.1 Each Party shall be responsible for the general upkeep and cleaning of its respective space. AT&T shall promptly notify Sprint of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocation Space).

15.2 Security Arrangements. AT&T agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:

15.2.1 AT&T will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the Premises. The list will include the social security numbers of all such individuals. Sprint may reasonably object to any person on the list, in which case that person will be denied entry into the building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint. **(OPEN)**

15.2.2 AT&T is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. AT&T will reimburse Sprint actual costs due

to unreturned or replacement cards, codes, or keys.

- 15.2.3 AT&T's employees, agents, invitees and vendors must display identification cards at all times.
- 15.2.4 AT&T will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven days a week to verify identification.
- 15.2.5 Removal of all furniture, equipment or similar articles will be based on local Sprint security practices. These security practices will not be more stringent for AT&T than Sprint requires for its own employees or Sprint's contractors.
- 15.2.6 Before leaving the Collocation Space unattended, AT&T shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from AT&T's failure to do so shall be the responsibility of AT&T. AT&T will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from AT&T's failure to comply with this section.
- 15.2.7 AT&T agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to AT&T, to AT&T personnel while on Sprint Premises. While such escort shall not be a requirement to AT&T's entry into the Building, AT&T must allow the security escort to accompany AT&T personal at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 15.2.8 AT&T shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for twenty-four (24) hour emergency use by Sprint. AT&T shall promptly update this information as changes occur.
- 15.3 Electricity. AT&T 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 AT&T facility. AT&T shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 15.4 Uninterruptible Power Supply (UPS). AT&T shall not provision and/or install UPS systems within the Sprint Premises.

- 15.5 **Electro-Chemical Stationary Batteries.** AT&T shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 15.6 **Interruption of Services.** AT&T shall provide Sprint with written notice three (3) business days prior to those instances where AT&T or its subcontractors perform work, which is to be a known service affecting activity. AT&T will inform Sprint by email of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after AT&T learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.
- 15.7 **Telephone.** AT&T may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by AT&T and at AT&T's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.
- 15.8 **Fire Protection Systems.** AT&T shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that AT&T may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
- 15.8.1 If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of AT&Ts in general are located, such changes, modifications, or additions shall be made by Sprint and AT&T shall reimburse Sprint for the cost thereof in the same proportion as the size of the AT&T's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 15.9 **Hazardous Materials.** AT&T shall identify and shall notify Sprint in writing of any Hazardous Materials AT&T may bring onto the Premises, and will provide Sprint copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). AT&T, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. AT&T will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as

a result of such Release.

- 15.9.1 AT&T shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.
- 15.9.2 If Sprint discovers that AT&T has brought onto Sprint's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Sprint may suspend performance hereunder. AT&T shall be responsible for, without cost to Sprint, the complete remediation of any Releases or other conditions caused by its storage, use or disposal of Hazardous Materials. AT&T shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, AT&T shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.
- 15.9.3 AT&T shall indemnify and hold harmless Sprint, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Sprint or asserted against Sprint by any other party or parties (including, without limitation, Sprint's employees and/or contractors and any governmental entity) arising out of, or in connection with, AT&T's use, storage or disposal of Hazardous Materials.
- 15.9.4 For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions

of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

15.10 Various Prohibited Uses. AT&T shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. AT&T shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

15.10.1 AT&T shall not exceed the Uniformly Distributed Live Load Capacity. Sprint LTD Real Estate Planning shall evaluate and determine live load capacity rating on a site-specific basis prior to equipment installation. AT&T agrees to provide Sprint Real Estate Planning with equipment profile information prior to installation authorization.

15.10.2 AT&T shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of Sprint.

15.10.3 AT&T shall not use the name of the Building or Sprint for any purpose other than that of the business address of AT&T, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.

15.10.4 AT&T shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Attachment without the prior written consent of Sprint.

15.10.5 AT&T shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. AT&T

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

15.10.6 AT&T shall not install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space.

15.10.7 AT&T shall not use the Collocation Space for housing, lodging or sleeping purposes.

15.10.8 AT&T shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.

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

15.11 Rules of Conduct. AT&T, its employees, agents, contractors, and business invitees shall:

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

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

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

15.12.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and shall comply with all insurance requirements, governmental requirements, and terms of

this Agreement. AT&T shall permit Sprint to inspect all construction operations within the Collocation Space.

15.12.2 Upon termination of a Collocation, AT&T shall remove, at its expense, all installations, alterations and additions which take the form of fixtures placed in the Collocation Space by and at the expense of AT&T or others. In addition, AT&T shall surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

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

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

15.14 Accuracy of Documents. AT&T shall use its best efforts to ensure that the information provided to Sprint in any application or other documentation relative to AT&T's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Attachment is and shall be true and correct, and that AT&T has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier.

16. **BUILDING RIGHTS**

16.1 Sprint may, without notice to AT&T:

16.1.1 Change the name or street address of the Premises;

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

16.1.3 Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending

machines or toilet supplies used or consumed in the Collocation Space;

- 16.1.4 Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding AT&T's safes;
 - 16.1.5 Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
 - 16.1.6 Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at AT&T's sole risk and responsibility;
 - 16.1.7 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Sprint shall limit inconvenience or annoyance to AT&T as reasonably possible under the circumstances;
 - 16.1.8 Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;
 - 16.1.9 Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude AT&T from the use expressly permitted by this Agreement
 - 16.1.10 Close the Building at such reasonable times as Sprint may determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to AT&T's right to access.
- 16.2 If the owner of the Building or Sprint in good faith sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Sprint's performance under this

Agreement shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

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

17. PARTIAL DESTRUCTION

- 17.1 If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the Collocation Space to its previous condition. AT&T's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) days after the occurrence of such casualty, Sprint notifies AT&T of its election to terminate AT&T's rights to the applicable Collocation Space. If Sprint does not elect to terminate AT&T's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.
- 17.2 Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of AT&T, its agents, employees, contractors, AT&Ts, customers or business invitees, unless Sprint otherwise elects, AT&T's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, AT&T shall reimburse Sprint for the cost of such repairs, or AT&T shall repair such damage, including damage to the Building and the area surrounding it, and the appropriate collocation charges shall not abate.
- 17.3 If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within ninety (90) days of such casualty, terminate AT&T's rights to the applicable Collocation Space by giving written notice of its intent to terminate AT&T's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) days after the date of the notice.
- 17.4 Notwithstanding any other provision of this Attachment, Sprint shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received.

18. EMINENT DOMAIN

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

19. ASBESTOS

19.1 AT&T is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and AT&T is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). AT&T agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that AT&T's employees, agents, or contractor's may reasonably expect to encounter while performing activities in the Premises. AT&T shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from AT&T's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide AT&T reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect AT&T's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.

19.2. Sprint shall use its best efforts to provide any information in its possession or available to it regarding the environmental conditions of the space provided for placement of equipment and interconnection. Information is

considered “available” under this Agreement if it is in Sprint’s possession, or the possession of a current agent, contractor, or employee of Sprint’s.

- 19.3 Sprint shall allow AT&T to perform any environmental site investigations, including, but not limited to, asbestos surveys, which AT&T deems to be necessary in support of its collocation needs, at AT&T’s expense. AT&T shall notify Sprint in writing if the results show an environmental violation of state standards, in order that Sprint can perform a thorough investigation to ensure compliance with the law.
- 19.4 Sprint shall not propose space to AT&T that Sprint knows has an environmental contamination or hazardous material, that pose a threat to human health or violate OSHA requirements, that cannot be remedied within the required provisioning interval, if other space is available within the subject Premises that does not have such environmental contamination.

PART J

RIGHTS OF WAY, CONDUITS, POLE ATTACHMENTS

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PART J – RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

1. INTRODUCTION

- 1.1 This Part J, together with the terms and conditions contained in Part B and Part G, sets forth the terms and conditions under which Sprint shall afford to AT&T access to Sprint's poles, ducts, conduits and rights-of-way pursuant to the Act and FCC rules and regulations.

2. REQUIREMENTS

- 2.1 Scope. Sprint shall provide AT&T with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by Sprint to itself or to any other telecommunications service provider when Sprint has authority to do so. Further, Sprint shall not withhold or delay assignment of such facilities to AT&T because of the potential or forecasted needs of itself, its Affiliates or other parties. However, if Sprint has a plan to utilize the space requested within the preceding 18 months, Sprint retains the right to deny the request but will offer to provide additional space at AT&T's expense. Sprint may also retain rights to space when specific long term planning projects have been identified which require more than 18 months to complete.
- 2.2 Attachments and Occupancies Authorized by this Attachment. Sprint shall issue one or more Licenses to AT&T authorizing AT&T to attach facilities to Sprint's owned or controlled poles and to place facilities within Sprint's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Attachment, the Act and FCC rules and regulations.
 - 2.2.1 Unless otherwise provided herein, authority to attach facilities to Sprint's owned or controlled poles or to place facilities within Sprint's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual Licenses granted under this Attachment and the placement or use of such facilities shall be determined in accordance with such Licenses and procedures established in this Attachment.
 - 2.2.2 AT&T agrees that its attachment of facilities to Sprint's owned or controlled poles or occupancy of Sprint's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and Sprint agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

- 2.2.3 AT&T may not sublease or otherwise authorize any third party to use any part of the Sprint facilities Licensed to AT&T under this Attachment, except that AT&T may lease its own facilities to third parties, or allow affiliates to overlash cables to AT&T cables, however, AT&T will provide notification to Sprint of the proposed Overlapping pursuant to CS Docket No. 97-98, 97-151 dated May 2001.
- 2.3 Licenses. Subject to the terms and conditions set forth in this Attachment, Sprint shall issue to AT&T one or more Licenses authorizing AT&T to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by Sprint located within this State on a first come, first served basis. Sprint may deny a License application if Sprint determines that the pole, conduit or duct space specifically requested by AT&T is necessary to meet Sprint's present needs, or is Licensed by Sprint to another licensee, or is otherwise unavailable based on engineering concerns. Sprint shall provide written notice to AT&T within a reasonable time, not to exceed 45 days, specifying in detail the reasons for denying AT&T's request. Sprint shall have the right to designate the particular duct(s) to be occupied, the location and manner in which AT&T's facilities will enter and exit Sprint's conduit system and the specific location and manner of installation for any associated equipment which is permitted by Sprint to occupy the conduit system. Assignment of space on poles, in conduits or ducts and within rights-of-way will be granted by Sprint on an equal basis to Sprint, AT&T and other telecommunication service providers.
- 2.4 Access and Use of Rights-of-Way. Sprint acknowledges that it is required by the Act and FCC rules and regulations to afford AT&T access to and use of all associated rights-of-way to any sites where Sprint's owned or controlled poles, manholes, conduits, ducts or other parts of Sprint's owned or controlled conduit systems are located and any other Sprint owned or controlled rights-of-way.
- 2.4.1 Sprint shall provide AT&T with access to and use of such rights-of-way to the same extent and for the same purposes that Sprint may access or use such rights-of-way, including, but not limited to, access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or right-of-way use Licenses have been issued, provided that any agreement with a third party under which Sprint holds such rights expressly or impliedly grants Sprint the right to provide such rights to others.
- 2.4.2 Where Sprint notifies AT&T that a Sprint agreement with a third party does not expressly or impliedly grant Sprint the ability to

provide such access and use rights to others, then, upon AT&T's request, Sprint will use its best efforts to obtain the owner's consent and to otherwise secure such rights for AT&T. AT&T agrees to reimburse Sprint for the reasonable and demonstrable costs incurred by Sprint in obtaining such rights for AT&T.

2.4.3 In cases where a third party agreement does not grant Sprint the right to provide access and use rights to others as contemplated in this Section 2 and Sprint, despite its best efforts, is unable to secure such access and use rights for AT&T in accordance with subsection 2.4.2 herein, or, in the case where AT&T elects not to invoke its rights under subsections 2.4.1 or 2.4.2 herein, AT&T shall be responsible for obtaining such permission to access and use such rights-of-way. Sprint shall cooperate with AT&T in obtaining such permission and shall not prevent or delay any third party assignment of rights-of-way to AT&T.

2.4.4 Where Sprint has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, Sprint shall offer to AT&T through a License or other agreement:

2.4.4.1 The right to use any available space owned or controlled by Sprint in the building or building complex to install AT&T equipment and facilities; and

2.4.4.2 Ingress and egress to such space.

2.5 Except to the extent required to meet the requirements of the Act and FCC rules and regulations, neither this Attachment nor any License granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private rights-of-way, and nothing contained in this Attachment or in any License granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private rights-of-way.

2.6 No Effect on Sprint's Right to Convey Property. Nothing contained in this Attachment or in any License issued hereunder shall in any way affect the right of Sprint to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which AT&T has attached or placed facilities pursuant to Licenses issued under this Section provided however that Sprint shall give AT&T reasonable advance written notice of such intent to convey.

2.7 No Effect on Sprint's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with Sprint's rights set forth below, except to the extent expressly provided by the

provisions of this Attachment or Licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

2.7.1 To locate, relocate, move, replace, modify, maintain, and operate Sprint's own facilities within Sprint's conduits, ducts or rights-of-way or any of Sprint's facilities attached to Sprint's poles at any time and in any reasonable manner which Sprint deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.7.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in Sprint's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with AT&T's pole attachment, conduit occupancy or right-of-way use or rights provided by Licenses Issued pursuant to this Attachment.

2.8 No Effect on AT&T's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with AT&T's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or Licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

2.8.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within Sprint's conduits, ducts or rights-of-way or its facilities attached to Sprint's poles at any time and in any reasonable manner which AT&T deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2.8.2 To enter into new agreements or arrangements with other persons or entities permitting AT&T to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with AT&T's obligations under this Attachment.

2.9 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any License issued hereunder shall not be construed as authorizing either Party to this Attachment to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly

provided by the provisions of this Attachment or any License issued hereunder or under the Act or other applicable laws, rules or regulations.

2.9.1 AT&T acknowledges that the facilities of persons or entities other than Sprint and AT&T may be attached to or occupy Sprint's poles, conduits, ducts and rights-of-way.

2.9.2 Sprint shall not attach, or give permission to any third parties to attach, facilities to existing AT&T facilities without AT&T's prior written consent. If Sprint becomes aware of any such unauthorized attachment to AT&T facilities, Sprint shall use its best efforts to rectify the situation immediately.

2.9.3 With respect to facilities occupied by AT&T or the subject of an application for attachment by AT&T, Sprint will give to AT&T at least sixty (60) days' written notice for conduit extensions or reinforcements, at least sixty (60) days' written notice for pole line extensions, at least sixty (60) days' written notice for pole replacements, and at least sixty (60) days' written notice of Sprint's intention to construct, reconstruct, expand or place such facilities or of Sprint's intention not to maintain or use any existing facility. Where Sprint elects to abandon or remove Sprint facilities the facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with Sprint to transfer (purchase agreement) ownership from Sprint to new party, subject to then-existing Licenses pertaining to such facilities. If no party elects to maintain such facilities, all parties will be required to move their existing facilities within ninety (90) days. If an emergency or provision of an applicable joint use agreement requires Sprint to construct, reconstruct, expand or replace poles, conduits or ducts occupied by AT&T or the subject of an application for attachment by AT&T, Sprint will notify AT&T as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable AT&T, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of AT&T.

2.10 Retired Cable. At AT&T expense, Sprint shall remove any retired, not maintained or abandoned cable from conduit systems or pole systems to allow for the efficient use of conduit space or pole space within a reasonable period of time. Sprint retains salvage rights on any cable removed. In order to safeguard its structures and facilities, Sprint reserves the right to remove retired cables and is under no obligation to allow AT&T the right to remove such cables. Based on sound engineering

judgement, there may be situations where it would not be feasible to remove retired cables.

- 2.11 Sprint shall install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed that can be accommodated under sound engineering principles. The number of inner-ducts that can reasonably be installed will be determined by Sprint. At AT&T's request, Sprint shall allow AT&T to install the inner-duct, however no interest will be conferred to AT&T in the inner-duct or conduit installed other than access. AT&T will be responsible for any damage caused to adjacent or other facilities during inner-duct installation.
- 2.12 Whenever Sprint intends to modify or alter any poles, ducts, conduits or rights-of-way which contain AT&T's facilities, Sprint shall provide at least sixty (60) days' advance written notification to AT&T of such action so that AT&T may have a reasonable opportunity to add to or modify AT&T's facilities. If AT&T adds to or modifies AT&T's facilities according to this subsection 2.12, AT&T shall bear a proportionate share of the costs incurred by Sprint in making such facilities accessible.
- 2.13 AT&T will not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than AT&T, including Sprint.
- 2.14 Each Party shall exercise precaution to avoid damaging the facilities of the other Party and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by a Party's employees, agents or contractors.

3. FACILITIES AND LICENSES

- 3.1 Licenses Required. Before placing any facilities in Sprint's conduits or ducts or attaching any facilities to Sprint's poles, anchors or anchor/guy strands, AT&T must first apply for and receive a written License from Sprint. Sprint shall not unreasonably deny or delay issuance of any License and, in any event, Sprint shall issue such license within twenty (20) business days from (a) after the determination has been made that make-ready work is not required, but no later than forty-five (45) days after Sprint receives the application, which period shall exclude any time Sprint is awaiting a response from AT&T, or (b) completion of make-ready work, if make-ready work is needed.
- 3.2 Provision of Records and Information to AT&T.

3.2.1 In order to obtain information regarding facilities, AT&T shall make a written request to Sprint, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, Sprint shall provide AT&T with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of Sprint poles, conduit and right-of-way located within the geographic area specified by AT&T. Provision of information under the terms of this subsection 3.2 shall include the right of AT&T employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in AT&T's request. Such inspection and copying shall be done at a time mutually agreed upon by the Parties in the place listed in Exhibit 1 of this Attachment. The costs of producing and mailing copies of records, which are to be paid by AT&T, are on an individual case basis. The components which make up the total costs are actual:

- 1) Vendor costs based on the time spent researching reviewing and copying records
- 2) Sprint employee costs based on the time spent reviewing vendor provided records
- 3) Sprint employee costs based on the time spent researching, reviewing and copying records)
- 4) Copying costs.
- 5) Shipping costs

AT&T acknowledges that records and information provided by Sprint pursuant to this Section may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, Sprint will not be liable to AT&T or any third party for errors/omissions contained therein, unless such errors/omissions are caused by the gross negligence or willful misconduct of Sprint or its agents or employees.

3.2.2 For any information that is readily available, Sprint shall use its best efforts to produce said information within five (5) business days for requests to be viewed or picked up at record maintenance centers or twenty (20) business days (if mailed) of the written requests. AT&T may elect to be present at any field based survey

of facilities identified pursuant to this paragraph and Sprint shall provide AT&T at least forty-eight (48) hours' notice prior to initiating such field survey. AT&T employees or agents shall be permitted to enter Sprint manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to Sprint, with a Sprint representative present and at AT&T's expense.

3.3 Application Form and Fees. To apply for a License under this Attachment, AT&T shall submit (in the following order) the appropriate Sprint administrative form(s) per Exhibit 2, (two (2) sets of each and either a route map specifically indicating AT&T desired route or engineered drawings are to be included:

- 1) (a) Application for Conduit Occupancy License or (b) Application for Pole Attachment License form depending on particular facilities requested.
- 2) requests for records for its own engineering purposes-optional
- 3) Pre-license Survey request for records investigation to be completed by Sprint-optional
- 4) Pre-license Survey request for field inspection by Sprint to determine availability of Sprint facilities
- 5) make-ready estimate request

AT&T shall submit with AT&T's License application a proposed or estimated construction schedule as set forth below in Section 5. Sprint will process License applications in the order in which they are received; provided, however, that when AT&T has multiple applications on file with Sprint, AT&T may designate its desired priority of completion of Preliminary Surveys and make-ready work with respect to all such applications.

3.3.1 Each application for a License under this Attachment shall specify the proposed route of AT&T's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which AT&T desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which AT&T desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which AT&T desires to attach to each pole.

3.3.2 Each application for a License under this Attachment shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 6 herein, and an indication of whether AT&T will, at its option, perform its own make-ready work.

3.4 Processing Of Applications (Including Pre-license Surveys And Field Inspections)

3.4.1 AT&T's Priorities. When AT&T has multiple applications on file with Sprint, AT&T shall designate its desired priority of completion of Pre-license Surveys and make-ready work with respect to all such applications.

3.4.2 Pre-license Survey. After AT&T has submitted its written application for a License, a Pre-license Survey (including a field inspection) will be performed by Sprint, in the company of a representative of AT&T, as mutually agreed, to determine whether Sprint's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate AT&T's facilities, without substantially interfering with the ability of Sprint or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of Sprint's conduit system or facilities attached to Sprint's pole or placed within or connected to Sprint's conduit system. If AT&T gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at AT&T's expense.

If pre-license survey is to be conducted by Sprint, Sprint will provide AT&T with a cost, based on its review of AT&T's application request, to perform the pre-license survey. Upon AT&T's written acceptance of Sprint's proposed charges, Sprint shall schedule the survey as soon as reasonably possible in a nondiscriminatory manner on a first come first served basis at parity with Sprint.

3.4.2.1 The purpose of the Pre-License survey is to determine whether space is available for AT&T's proposed attachments or whether AT&T's proposed attachments to Sprint's poles or occupancy of Sprint's conduit and ducts will substantially interfere with use of Sprint's facilities by Sprint and others with facilities occupying, connected or attached to Sprint's pole or conduit system, and to provide information to AT&T for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

3.4.2.2 Based on information provided by Sprint, AT&T shall determine whether Sprint's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet AT&T's needs.

- 3.5 Sprint may not unreasonably refuse to continue to process an application based on Sprint's determination that AT&T's proposed use of Sprint's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. AT&T shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. AT&T acknowledges that Sprint is not explicitly or implicitly warranting to AT&T that AT&T's proposed use of Sprint's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.
- 3.6 Administrative Processing. The administrative processing portion of the Pre-license Survey (which includes, without limitation, processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of Sprint and/or other Licensed facilities) will be performed by Sprint at AT&T's expense. Anything to the contrary herein notwithstanding, Sprint shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.
- 3.7 Make Ready Work
- 3.7.1 If performed by Sprint, make-ready work to accommodate AT&T's facilities shall be included in the normal work load schedule of Sprint with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by Sprint in the ordinary course of Sprint's business.
- 3.7.2 If AT&T desires make-ready work to be performed on an expedited basis and Sprint agrees to perform the work on such a basis, Sprint shall recalculate the estimated make-ready charges. If AT&T accepts Sprint's offer, AT&T shall pay such additional charges.
- 3.7.3 When Sprint receives an application, a make-ready-survey may be necessary to determine the adequacy of the existing poles and anchors or conduit capacity to accommodate AT&T facilities. A Sprint representative will perform the field inspection portion of the make-ready-survey and an AT&T representative may be present if desired. If Sprint approves an Attachment Request, it will complete the description of the Make Ready Work to be performed to prepare the Sprint Facility for AT&T's proposed Attachment. It will also prepare an estimate of AT&T's Make

Ready Costs and an anticipated completion date for the Make Ready Work. This information will be forwarded to AT&T along with the Application. If the Make Ready Costs are acceptable to AT&T and AT&T elects to proceed with the proposed Attachment, AT&T must sign and return the Authorization (Exhibit "C/D") to Sprint within fifteen days after receiving it, along with a deposit in the amount of the estimated make-ready-work costs. If the make ready costs and/or schedules are not acceptable to AT&T, AT&T may, with proper notification to Sprint, hire an AT&T Third Party Vendor to perform the make ready work. Such make-ready-work shall not interfere with Sprint's maintenance and installation activities or with the facilities of third parties. If no make-ready-work is required, Sprint will either approve or deny the Application based on AT&T's requirements and current field conditions.

3.7.4 Upon completion of any required Make Ready Work by Sprint, AT&T must then complete its Attachment within one hundred eighty days. If AT&T does not complete its Attachment within that time period, Sprint may elect to terminate its approval for the Attachment by providing written notice to AT&T. AT&T is not entitled to a refund of any Make Ready Survey Costs or Make Ready Costs previously paid for the incomplete Attachment.

3.7.5 Sprint will issue a License to AT&T at the time all make-ready work necessary to AT&T's attachment or occupancy has been completed.

3.8 Assignment of Conduit, Duct and Pole Space. Within forty-five (45) days after Sprint receives AT&T's application or after completion of make-ready work, Sprint shall approve the assignment of space for pole attachment and conduit occupancy. If no make-ready work is required, such assignment shall include a granting of the License. If make-ready work is to be performed by Sprint, such assignment shall remain in effect until make-ready costs are presented to AT&T and approval by AT&T pursuant to the time frames herein stated.

3.9 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. AT&T may include multiple cables in a single License application and multiple services (e.g., CATV and non-CATV services) may be provided by AT&T in the same cable sheath. AT&T's lashing additional cable to existing facilities of AT&T and placing additional cables in conduits or ducts already occupied by AT&T's facilities shall be permitted, and no additional fees will be applied unless otherwise specifically allowed by law; provided, however, that if AT&T desires to lash additional cable to existing facilities or place additional

cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in Licenses in effect, AT&T must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in Sprint's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to Sprint's poles. If AT&T adds a cable to a duct, AT&T must apply for an additional License for the second half of the duct pursuant to FCC rules. If AT&T occupies innerducts, access to each innerduct must be Licensed by Sprint and carries a separate charge applicable to the FCC conduit formula.

- 3.10 Single Point of Contact. Each Party hereby designates the employees named below as its single point of contact for any and all purposes of this Attachment, including, but not limited to, processing Licenses and applications and providing records and information. Each Party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
<i>To AT&T as follows:</i>		
Contact	Bill C. Peacock	
Title	District Manager	Contracts Administration
Company	AT&T	AT&T
Address	Promenade 1, Room 12254	
Address	1200 Peachtree St. N.E.	2270 Lakeside Blvd.
City, State, and Zip Code	Atlanta, Georgia 30309	Richardson, Texas 75082
Telephone	404-810-6710	927-656-1397
Facsimile	404-810-8605	927-656-5888
with a copy to:	Senior Manager Route Contracts Management (Fax No. 927-656-5888)	
	2270 Lakeside Blvd., Richardson, Texas 75082	
<i>and to Sprint as follows:</i>		
Contact	See Exhibit 1	
Title		
Company		
Address		

Address	
City, State, and Zip Code	
Telephone	
Facsimile	

- 3.11 Anything to the contrary herein notwithstanding, notification of an emergency condition which poses an immediate threat to life or property or substantially impairs provisioning of Sprint's service shall be reported to Sprint by contacting the appropriate Sprint representative.

See Exhibit 1

4. ISSUANCE OF LICENSES

- 4.1 Obligation to Issue Licenses. Sprint shall issue a License to AT&T pursuant to this Section 4. Sprint and AT&T acknowledge that each application for a License shall be evaluated on an individual basis. Nothing contained in this Attachment shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which AT&T may have under the provisions of any applicable federal or state laws or regulations governing access to Sprint's poles, conduits and ducts. Each License issued hereunder shall be for the term of this Agreement and any successor Agreement containing rates, terms, and conditions regarding the subject matter of Licenses for rights of way, subject to AT&T's compliance with the provisions applicable to such License and further subject to AT&T's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.
- 4.2 Issuance of Licenses When No Make-Ready Work is Required. If Sprint determines that no make-ready work is required, Sprint shall approve applications for pole attachment and conduit occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no make-ready work is required, but in no event later than forty-five (45) days after Sprint receives AT&T's application.
- 4.3 Multiple Applications. AT&T acknowledges that multiple parties, including Sprint, may seek to place their facilities in Sprint's conduit and ducts at or about the same time, that the make-ready work required to prepare Sprint's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations,

and that cooperation and negotiations between all applicants and Sprint may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

4.3.1 All applications will be processed on a first-come, first served basis.

4.4 Agreement to Pay for All Make-Ready Work Completed. AT&T's submission of written authorization for make-ready work shall also constitute AT&T's agreement to pay additional cost-based charges, if any, for completed make-ready work.

4.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. AT&T shall make arrangements with the owners of other facilities located in or connected to Sprint's conduit system or attached to Sprint's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of AT&T's facilities in or to Sprint's structures.

4.6 Make-Ready Work on an Expedited Basis.

4.6.1 If AT&T is willing to authorize Sprint to perform make-ready work on an expedited basis, and if Sprint agrees to perform the work on such a basis, Sprint shall recalculate the estimated make-ready charges.

4.6.2 All charges for make-ready work performed by Sprint are payable in advance, with the amount of any such advance payment to be due within thirty (30) days after receipt of an invoice from Sprint, less any deposit received from AT&T pursuant to subsection 3.7.3, provided however, Sprint shall be flexible in negotiating advance payments. Upon receipt of payment, Sprint will schedule the work. No make ready work or survey will be conducted without prior payment for such. AT&T is not entitled to reimbursement for make ready cost for work performed by Sprint or an AT&T Third Party Vendor if AT&T determines that it will not occupy Sprint facilities after any portion of make ready is complete.

4.7 License. When AT&T's application for a pole attachment or conduit occupancy License is approved, and all required make-ready work completed, Sprint will execute and return a signed authorization to AT&T, as appropriate, authorizing AT&T to attach or place the specified facilities on Sprint's poles or in Sprint's conduit or ducts.

- 4.7.1 Each License issued under this Attachment shall authorize AT&T to attach to Sprint's poles or place or maintain in Sprint's conduit or ducts only those facilities specifically described in the License, and no others.
- 4.7.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself. In the event of a conflict between the provisions of such License and this Attachment, the provisions of this Attachment shall control.

5. CONSTRUCTION OF AT&T's FACILITIES

- 5.1 Construction Schedule. AT&T shall submit with AT&T's License application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting AT&T to attach facilities to Sprint's poles or place facilities in Sprint's conduit or ducts, AT&T shall provide Sprint with an updated construction schedule and shall thereafter keep Sprint informed of significant anticipated changes in the construction schedule. Construction schedules required by this Attachment shall include, at a minimum, the following information:
 - 5.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
 - 5.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;
 - 5.1.3 The actual date when construction will begin and estimated date when construction will end;
 - 5.1.4 The approximate dates when AT&T or persons acting on AT&T's behalf will be performing construction work in connection with the placement of AT&T's facilities in Sprint's conduit or ducts.
- 5.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before AT&T places facilities in Sprint's conduit system:
 - 5.2.1 AT&T shall give written notice of the type of facilities which are to be placed; and
 - 5.2.2 Sprint shall designate the particular duct or ducts or inner ducts (if available) to be occupied by AT&T's facilities, the location and the

manner in which AT&T's facilities will enter and exit Sprint's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by Sprint to occupy the conduit system. AT&T may not occupy a duct other than the specified duct without the express written consent of Sprint. Sprint shall provide to AT&T space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

5.3 Sprint Not Responsible for Constructing or Placing Facilities. Sprint shall have no obligation under this Attachment to construct any facilities for AT&T or to attach AT&T's facilities to, or place AT&T's facilities in, Sprint's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided under this Attachment, any License issued hereunder, or by the Telecommunications Act of 1996 or any applicable law.

5.4 AT&T Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by AT&T and Sprint, AT&T shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in Sprint's poles, conduit or ducts, at AT&T's sole cost and expense. AT&T shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of AT&T's facilities and for directing the activities of all persons acting on AT&T's behalf while they are physically present on Sprint's pole, in any part of Sprint's conduit system or in the vicinity of Sprint's poles or conduit system. AT&T's facilities attached to Sprint poles shall be plainly identified with AT&T's name firmly affixed at each pole by a permanent tag that meets industry standards.

5.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. AT&T shall construct its facilities in accordance with the provisions of this Attachment and all Licenses issued hereunder.

5.5.1 AT&T shall not permit any person acting on AT&T's behalf to perform any work on Sprint's poles or within Sprint's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If AT&T or any person working on AT&T's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, AT&T shall notify Sprint of the condition of the pole or conduit system in question and shall not proceed with construction activities until AT&T is satisfied that the work can be safely performed.

5.5.2 AT&T shall comply with any and all One-Call law requirements (i.e. Call Before You Dig).

5.6 Construction Notices. If requested to do so, AT&T shall provide Sprint with information (including but not limited to actual construction beginning date and estimated construction end date) to reasonably assure Sprint that construction has been performed in accordance with all applicable standards and requirements, including but not limited to, the National Electrical Safety Code, ANSI and all local regulatory agency requirements.

5.7 Manhole and Conduit Break-Outs. AT&T shall be permitted to add conduit ports to Sprint manholes when existing conduits do not provide the pathway connectivity needed by AT&T, provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed. Sprint engineering will approve the breakout location prior to any work being performed.

5.8 Completion of AT&T Construction. For each AT&T Attachment to or occupancy within Sprint facilities, AT&T will provide to Sprint's local engineering department within sixty (60) days of AT&T construction-complete date a complete set of actual placement drawings for posting to Sprint records.

6. REQUIREMENTS AND SPECIFICATIONS

6.1 Published Standards Incorporated in this Attachment by Reference. AT&T agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Attachment:

6.1.1 Sprint standards for engineering and construction; Sprint shall publish and make available current versions of such standards;

6.1.2 The National Electrical Code ("NEC"); and

6.1.3 The National Electrical Safety Code ("NESC"); and

6.1.4 ANSI.

6.2 Changes in Published Standards. AT&T agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in subsection 6.1 of this Attachment if required by law to do so or upon the mutual agreement of the Parties.

- 6.3 Additional Electrical Design Specifications. AT&T agrees that, in addition to specifications and requirements referred to in subsection 6.1 above, AT&T's facilities placed in Sprint's conduit system shall meet all of the following electrical design specifications:
- 6.3.1 No facility shall be placed in Sprint's conduit system in violation of FCC rules and regulations.
 - 6.3.2 AT&T's facilities placed in Sprint's conduit system shall not be designed to use the earth as the sole conductor for any part of AT&T's circuits.
 - 6.3.3 AT&T's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
 - 6.3.4 No coaxial cable of AT&T shall occupy a conduit system containing Sprint's cable unless such cable of AT&T meets the voltage limitations of Article 820 of the National Electrical Code.
 - 6.3.5 AT&T's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level, shall be cleared promptly.
 - 6.3.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.
- 6.4 Additional Physical Design Specifications. AT&T's facilities placed in Sprint's conduit system must meet all of the following physical design specifications:
- 6.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in Sprint's conduit or ducts.
 - 6.4.2 The integrity of Sprint's conduit system and overall safety of Sprint's personnel and other personnel working in Sprint's conduit

system requires that "dielectric cable" be required when AT&T's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

6.4.3 New construction splices in AT&T's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

6.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of AT&T's conduit to Sprint's conduit system:

6.5.1 AT&T will be permitted to connect its conduit or duct only at the point of a Sprint manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to connect AT&T conduit or duct to Sprint's will be performed by Sprint or its contractor at AT&T's expense. In no event shall AT&T "core bore" or make any other modification to Sprint manhole(s) without the prior written approval of Sprint, which approval will not be unreasonably delayed or withheld.

6.5.2 Sprint may monitor, at AT&T's expense, the entrance and exit of AT&T's facilities into Sprint's manholes and the placement of AT&T's facilities in Sprint's manholes.

6.5.3 If AT&T constructs or utilizes a duct connected to Sprint's manhole, the duct and all connections between that duct and Sprint's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into Sprint's conduit system. If AT&T's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into Sprint's conduit system.

6.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant AT&T access to Sprint's conduit systems may be performed by Sprint at AT&T's expense at charges which represent Sprint's actual costs. Alternatively, at AT&T's option, such work may be performed by AT&T or AT&T's Third Party Vendor provided that the entity performing the work follows existing industry standards and practices. The Parties acknowledge that AT&T, its contractors, and other persons acting on AT&T's behalf will perform work for AT&T (e.g., splicing AT&T's facilities) within Sprint's conduit system. AT&T represents and warrants that neither AT&T nor any person acting on AT&T's behalf shall permit any person to climb or work on or in any of Sprint's poles or to enter Sprint's manholes or work within Sprint's conduit system unless such person has the training, skill, and experience

required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

- 6.6.1 AT&T's facilities within Sprint's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of a License specified in Section 4 herein. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of AT&T's facilities.
- 6.6.2 "Rodding" or clearing of ducts in Sprint's conduit system shall be done only when specific authorization for such work has been obtained in advance from Sprint, which authorization shall not be unreasonably delayed or withheld. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. AT&T may perform such work itself or may contract with Sprint for performance of such work or, at AT&T's option, with an AT&T Third Party Vendor provided that the entity performing the work demonstrates compliance with Sprint certification requirements which certification requirements shall be consistent with FCC rules and regulations.
- 6.6.3 Personnel performing work on Sprint's or AT&T's behalf in Sprint's conduit system shall not climb on, step on, or otherwise disturb the other Party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of Sprint's conduit system. Any damage caused by AT&T or personnel performing work on AT&T's behalf will be corrected by Sprint. Actual costs incurred by Sprint to repair such damage will be paid by AT&T within 30 days of receipt of an invoice.
- 6.6.4 Personnel performing work on Sprint's or AT&T's behalf within Sprint's conduit system, including any manhole, shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 6.6.5 All of AT&T's facilities shall be firmly secured and supported in accordance with Telcordia and industry standards.
- 6.6.6 AT&T's facilities shall be plainly identified with AT&T's name in each manhole with a firmly affixed permanent tag that meets standards set by Sprint for its own facilities.
- 6.6.7 Manhole pumping and purging required in order to allow AT&T's work operations to proceed shall be performed by AT&T or its contractor in compliance with all regulations and standards

established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators. Sprint may not use its own practices as a method of applying rules to AT&T which are more onerous than those which it applies to itself. Sprint remains bound by its obligations as an incumbent LEC under applicable federal and state law.

- 6.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks that are suitable and available for such purpose.
- 6.6.9 Any leak detection liquid or device used by AT&T or personnel performing work on AT&T's facilities within Sprint's conduit system shall be of a type approved by Sprint or Telcordia.
- 6.6.10 When AT&T or personnel performing work on AT&T's behalf are working within or in the vicinity of any part of Sprint's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, AT&T and all personnel performing work on AT&T's behalf shall follow procedures which AT&T deems appropriate for the protection of persons and property. AT&T shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. AT&T will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T has sole responsibility for the safety of all personnel performing work on AT&T's behalf, for the safety of bystanders, and for ensuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. Sprint reserves the right to suspend AT&T's activities on, in or in the immediate vicinity of Sprint's poles or conduit system if, in Sprint's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of AT&T or any personnel performing work on AT&T's behalf, which suspension shall cease when the condition has been rectified.
- 6.6.11 Except for protective screens, no temporary cover shall be placed by AT&T or personnel performing work on AT&T's behalf over an open manhole unless it is at least four feet (4') above the surface level of the manhole opening.
- 6.6.12 Artificial lighting, when required, will be provided by AT&T. Only explosion-proof lighting fixtures shall be used.

- 6.6.13 Neither AT&T nor personnel performing work on AT&T's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in Sprint's conduit system, including any manhole, during work operations performed within or in the vicinity of Sprint's conduit system.
- 6.6.14 Smoking or the use of any open flame is prohibited in Sprint's manholes, in any other portion of Sprint's conduit system, or within ten feet (10') of any open manhole entrance. AT&T will abide by any laws, regulations, ordinances, or Sprint practices prohibiting the use of spark producing tools, equipment or devices in Sprint's manholes, in any other portions of Sprint's conduit system, or within ten feet (10') of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, and induction sets.
- 6.7 Opening of Manholes. The following requirements apply to the opening of Sprint's manholes and the authority of Sprint personnel present when work on AT&T's behalf is being performed within or in the vicinity of Sprint's conduit system.
- 6.7.1 Sprint's manholes shall be opened only as permitted by Sprint's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 6.7.2 AT&T shall notify Sprint forty-eight (48) hours in advance of any routine work operation requiring entry into any of Sprint's manholes.
- 6.7.3 AT&T shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 6.7.4 Sprint's authorized employee or agent shall not direct or control the conduct of AT&T's work at the work site. The presence of Sprint's authorized employee or agent at the work site shall not relieve AT&T or personnel performing work on AT&T's behalf of their responsibility to conduct all work operations within Sprint's conduit system in a safe and workmanlike manner.
- 6.7.5 Although Sprint's authorized employee or agent shall not direct or control the conduct of AT&T's work at the work site, Sprint's employee or agent shall have the authority to suspend AT&T's work operations within Sprint's conduit system if, in the reasonable discretion of such Sprint employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being

followed by AT&T or personnel performing work on AT&T's behalf.

6.8 OSHA Compliance: Notice to Sprint of Unsafe Conditions. AT&T agrees that:

6.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act ("OSHA") and all rules and regulations promulgated thereunder;

6.8.2 All persons acting on AT&T's behalf, including, but not limited to, AT&T's employees, agents, contractors, and subcontractors shall, when working on or within Sprint's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

6.8.3 AT&T shall establish appropriate procedures and controls to assure compliance with all requirements of this Attachment; and

6.8.4 AT&T, and any person acting on AT&T's behalf, may report unsafe conditions on, in or in the vicinity of Sprint's poles or conduit system to Sprint.

6.9 Compliance with Environmental Laws and Regulations. AT&T acknowledges that, from time to time, environmental contaminants may enter Sprint's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If Sprint has knowledge of the presence of such contaminants in a conduit for which AT&T has applied for or holds a License, Sprint will promptly notify AT&T of such fact. In addition, upon request by AT&T, Sprint shall provide AT&T with information pertaining to any environmental inspections it has performed on rights-of-way, conduits, and pole attachments for which AT&T has applied for or holds a License. Notwithstanding any of Sprint's notification requirements in this Attachment, AT&T acknowledges that some of Sprint's conduit may be fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Unless sampling or manufacturer's certification proves otherwise, AT&T will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. Sprint makes no representations to AT&T or personnel performing work on AT&T's behalf that Sprint's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve Sprint of any

liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. AT&T agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

6.9.1 AT&T's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including, but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. §§9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601-2629), the Clean Water Act (33 U.S.C. §§1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f-300j).

6.9.2 All persons acting on AT&T's behalf, including, but not limited to, AT&T's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of Sprint's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including, but not limited to, all environmental statutes, ordinances, rules, and regulations.

6.9.3 AT&T shall establish appropriate procedures and controls to assure compliance with all requirements of this subsection 6.9.

6.9.4 AT&T and all personnel performing work on AT&T's behalf shall comply with such standards and practices as required by Sprint to comply with environmental laws and regulations. Neither AT&T nor Sprint nor personnel performing work on either Party's behalf shall discharge water or any other substance from any Sprint manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a Sprint manhole by AT&T or its contractor shall be the responsibility of AT&T. No such waste material shall be deposited on Sprint premises for storage or disposal. Sprint may not use its practices as a method of applying rules to AT&T which are more onerous than those which it applies to itself. Sprint remains bound by its obligations as an incumbent LEC under applicable federal and state law.

6.10 Compliance with Other Governmental Requirements. AT&T agrees that its facilities attached to Sprint's facilities shall be constructed, placed,

maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over the subject matter. AT&T shall comply with all applicable statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. AT&T shall establish appropriate procedures and controls to assure such compliance.

- 6.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 7, the most stringent standard or specification shall apply.
- 6.12 AT&T Solely Responsible for the Condition of Its Facilities. AT&T shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in this Attachment. In this regard, Sprint shall have no duty to AT&T to inspect or monitor the condition of AT&T's facilities (including, but not limited to, splices and other facilities connections) located within Sprint's conduit systems or any attachment of AT&T's facilities to Sprint's poles, anchors, anchor/guy strands or other pole facilities. Sprint may, however, conduct such inspections and audits of its poles and conduit system as Sprint determines reasonable or necessary. Such inspection and audits shall be conducted at Sprint's expense with the exception of (a) follow-up inspection to confirm remedial action after an observed AT&T violation of the requirements of this Attachment; and (b) inspection of AT&T facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by AT&T. Either Party may audit the other Party's compliance with the terms of this subsection 7.12. Any observed safety hazards or imminent facility failure conditions of any party shall be documented and the Party notified where such party can be readily identified.
- 6.13 Efficient Use of Conduit. Sprint will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts, which can reasonably be installed, will be determined by Sprint, pursuant to such engineering principles. If innerducts must be placed to meet the request for License of AT&T, AT&T will pay make ready costs to place the innerduct, however any cost associated does not imply any ownership. Sprint retains the ownership of all ducts or innerducts placed within its facilities.

7. ADDITIONAL LEGAL REQUIREMENTS

- 7.1 Licenses granted under this Attachment authorize AT&T to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by Sprint but do not affect the rights of landowners to control terms and conditions of access to their property.
- 7.2 AT&T agrees that neither AT&T nor any persons acting on AT&T's behalf, including, but not limited to, AT&T's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of Sprint's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property, including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove AT&T's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on AT&T's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed.
- 7.3 Required Permits, Certificates and Licenses. AT&T shall be responsible for obtaining any additional building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.
- 7.3.1 AT&T shall not attach or place its facilities to or in Sprint's poles, conduit or duct located on any property for which it or Sprint has not first obtained all required authorizations.
- 7.3.2 Sprint shall have the right to request evidence that all appropriate authorizations have been obtained; provided, however, that such request shall not delay Sprint's pre-License survey work.
- 7.4 Lawful Purposes. All facilities placed by AT&T in Sprint's conduit and ducts or on Sprint's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of AT&T's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements.

8. USE AND ROUTINE MAINTENANCE OF AT&T's FACILITIES

- 8.1 Use of AT&T's Facilities. Each License, granted under this Attachment, authorizes AT&T to have access to AT&T's facilities on or in Sprint's poles, conduits and ducts as needed for the purpose of serving AT&T's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

- 8.2 Routine Maintenance of AT&T's Facilities. Each License granted under this Attachment authorizes AT&T to engage in routine maintenance of AT&T's facilities located on or in Sprint's poles, conduits, ducts and rights-of-way pursuant to such License. AT&T shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. AT&T shall give reasonable notice to Sprint before performing any work, whether or not of a routine nature, in Sprint's conduit system.
- 8.3 AT&T Responsible for Maintenance of AT&T's Facilities. AT&T shall maintain its facilities in accordance with the provisions of this Attachment, including, but not limited to, all requirements set forth above in Section 5 herein, and all Licenses issued hereunder. AT&T shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of AT&T's facilities and for directing the activities of all persons acting on AT&T's behalf while they are physically present on Sprint's poles, within Sprint's conduit system or in the immediate vicinity of such poles or conduit system.
- 8.4 Sprint Not Responsible for Maintaining AT&T's Facilities. Nothing contained in this Agreement may be construed to compel Sprint to construct, retain, extend, place or maintain any pole, anchor, duct or other facility not needed for Sprint's own service requirements. Should Sprint abandon any pole, anchor, duct or other facility providing infrastructure for the AT&T's facilities, Sprint will provide written notification ninety days in advance of Sprint's abandonment of such facilities.
- 8.4.1 Nothing contained in this Agreement limits, restricts or prohibits Sprint from continuing or entering into any other agreement or arrangement regarding the use of Sprint facilities.
- 8.5 Information Concerning the Maintenance of AT&T's Facilities. Promptly after the issuance of a License permitting AT&T to attach facilities to, or place facilities in Sprint's poles, conduits or ducts, AT&T shall provide Sprint with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of AT&T's facilities, and shall thereafter notify Sprint of changes to such information. The manager responsible for routine maintenance of AT&T's facilities shall, on Sprint's request, identify any contractor, subcontractor, or other person performing maintenance activities on AT&T's behalf at a specified site and shall, on Sprint's request, provide such additional documentation relating to the maintenance of AT&T's facilities as reasonably necessary to demonstrate that AT&T and all persons acting on AT&T's behalf are

complying with the requirements of this Attachment and Licenses issued hereunder.

8.6 Identification of Personnel Authorized to Have Access to AT&T's Facilities.

All personnel authorized to have access to AT&T's facilities shall, while working on Sprint's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any Sprint employee, produce such identification.

9. **MODIFICATION AND REPLACEMENT OF AT&T's FACILITIES**

9.1 Notification of Planned Modification or Replacement of Facilities.

AT&T shall notify Sprint in writing at least sixty (60) days before AT&T's planned adding to, relocating, replacing or otherwise modifying its facilities attached to a Sprint pole, anchor or anchor/guy strand or located in any Sprint conduit or duct. The notice shall contain sufficient information to enable Sprint to determine whether the proposed addition, relocation, replacement, or modification is permitted under AT&T's present License or requires a new or amended License.

9.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

9.2.1 requires that AT&T use additional space on Sprint's poles or in its conduits or ducts, including, but not limited to, any additional ducts, inner-ducts, or substantial space in any hand-hole or manhole, on either a temporary or permanent basis; or

9.2.2 results in the size or location of AT&T's facilities on Sprint's poles or in its conduit or ducts being appreciably different from those described and authorized in AT&T's then existing License (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

10. **REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER**

10.1 Make-Ready Work at the Request of AT&T. If, prior to the issuance of a License, AT&T determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate AT&T's proposed pole attachment or conduit occupancy or that it will be necessary for Sprint or any other person or entity to rearrange existing facilities or structures to accommodate AT&T. AT&T shall promptly advise Sprint of the make-ready work it believes necessary to enable the accommodation of AT&T's facilities.

10.1.1 Sprint shall determine, in the exercise of sound engineering judgment, whether or not such make-ready work is necessary or possible. In determining whether make-ready work is necessary, Sprint shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within forty-five (45) days of such determination, Sprint shall provide AT&T with the estimated costs for make-ready work and a make-ready due date.

10.1.2 AT&T shall be solely responsible for negotiating with persons or entities other than Sprint for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of Sprint and/or other Licensees as well as AT&T, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new Licenses from Sprint, Sprint shall issue such Licenses in conjunction with the issuance of the applied-for License to AT&T.

10.2 Rearrangement of AT&T's Facilities at Sprint's or Another Entity's Request. AT&T acknowledges that, from time to time, it may be necessary or desirable for Sprint to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by Sprint's business needs or by an authorized application or License of another entity seeking access to Sprint's poles, conduit systems, ducts and/or rights-of-way. AT&T agrees that AT&T will, upon Sprint's request, and at Sprint's expense, but at no cost to AT&T, participate with Sprint and other Licensees in the relocation, reconstruction, or modification of Sprint's conduit system or facilities rearrangement. AT&T acknowledges that, from time to time, it may be necessary or desirable for Sprint to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. AT&T shall, upon Sprint's request, participate with Sprint and other licensees in the relocation, reconstruction, or modification of Sprint's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

10.2.1 AT&T shall make all rearrangements of its facilities within such period of time as is jointly deemed 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 AT&T customer.

10.2.2 If AT&T fails to make the required rearrangements within the time prescribed in subsection 10.2.1 herein or within such extended periods of time as may be granted by Sprint in writing, Sprint may perform such rearrangements with written notice to AT&T, and AT&T shall reimburse Sprint for actual costs and expenses incurred by Sprint in connection with the rearrangement of AT&T's facilities; provided, however, that nothing contained in this Attachment or any License issued hereunder shall be construed as requiring AT&T to bear any expenses which, under the Act or other applicable federal or state laws, rules or regulations, are to be allocated to persons or entities other than AT&T; and provided further, however, that AT&T shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting Sprint's business needs or the business needs of any other licensee/joint user.

11. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 11.1. In the event of an emergency, restoration procedures may be affected by the presence of Carrier facilities in or on Sprint structures. While Sprint maintains no responsibility for the repair of damaged Carrier facilities (except under a special maintenance contract), it must nonetheless control access to structures if restoration of affected facilities is to be achieved in an orderly fashion.
- 11.2 When an emergency situation arises which necessitates Carrier access to a manhole, Carrier should call Sprint's Access Customer Advocate Center (ACAC) or the Unbundled Network Element (UNE) Center. Sprint will then contact the Maintenance Supervisor who will return the Carrier's call and will arrange for access with on-call maintenance field personnel during the emergency situation (A list of contact telephone numbers is available to AT&T for this purpose; AT&T can obtain this information from AT&T's account manager).
- 11.3 If only AT&T owned facilities are affected, Sprint shall use best efforts to respond within two (2) hours of AT&T's call requesting Sprint personnel to be present at site of emergency. AT&T will perform emergency repair under the direction of Sprint employee(s) or representative available, at AT&T's sole cost and expense. Should Sprint not respond in agreed upon time frame, AT&T will have the right to proceed with the emergency repair without Sprint employee(s) present.
- 11.4 AT&T Responsible for Emergency Repairs to its Own Facilities. In general, AT&T shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. Sprint shall be under no

obligation to perform any repair or service restoration work of any kind with respect to AT&T's facilities.

- 11.5 The highest priority shall be given to the restoration of lines for emergency services customers' (e.g., 911, fire, police, and hospital lines), including temporary occupancy of the maintenance duct and other unoccupied ducts.

12. INSPECTION BY SPRINT OF AT&T's FACILITIES

- 12.1 Sprint's Right to Make Periodic or Spot Inspections. Sprint shall have the right to make periodic or spot inspections at any time of any part of AT&T's facilities attached to Sprint's poles, anchors or anchor/guy strands or occupying any Sprint conduit or duct for the limited purpose of determining whether AT&T's facilities are in compliance with the terms of this Attachment and Licenses granted hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

12.1.1 Sprint will give AT&T advance written notice of such inspections, and AT&T shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to AT&T.

12.1.2 Such inspections shall be conducted at Sprint's expense; provided, however, that AT&T shall bear the cost of inspections as delineated in subsection 6.12.

- 12.2 No Duty to AT&T. Neither the act of inspection by Sprint of AT&T's facilities nor any failure to inspect such facilities shall operate to impose on Sprint any liability of any kind whatsoever or to relieve AT&T of any responsibility, obligations or liability under this Attachment or otherwise existing.

13. NOTICE OF NONCOMPLIANCE

- 13.1 Notice of Noncompliance. If, at any time, Sprint determines that AT&T's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, Sprint may send written notice to AT&T specifying the alleged noncompliance. AT&T agrees to acknowledge receipt of the notice as soon as practicable. If AT&T does not dispute Sprint's assertion that such facilities are not in compliance, AT&T agrees to provide Sprint with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify Sprint in writing when the facilities have been brought into compliance.

- 13.2 Disputes over Alleged Noncompliance. If AT&T disputes Sprint's assertion that AT&T's facilities are not in compliance, AT&T shall notify Sprint in writing of the basis for AT&T's assertion that its facilities are in compliance.
- 13.3 Failure to Bring Facilities into Compliance. If AT&T has not brought the facilities into compliance within a reasonable time or provided Sprint with proof sufficient to persuade Sprint that Sprint erred in asserting that the facilities were not in compliance, and if Sprint determines in good faith that the alleged noncompliance causes or is likely to cause material damage to Sprint's facilities or those of others users, Sprint may, at its option and AT&T's expense, take such non-service affecting steps as may be required to bring AT&T's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of subsection 6.1 of this Attachment.
- 13.4 Correction of Conditions by Sprint. If Sprint elects to bring AT&T's facilities into compliance as provided by subsection 13.3 herein, the provisions of this Attachment shall apply.
- 13.4.1 Sprint will, whenever practicable, except in emergency situations where AT&T facilities pose a hazard or threat to public safety, notify AT&T in writing before performing such work. The written notice shall describe the nature of the work to be performed and Sprint's schedule for performing the work.
- 13.4.2 If AT&T's facilities have become detached or partially detached from supporting racks or wall supports located within a Sprint manhole, Sprint may, at AT&T's expense, reattach them but shall not be obligated to do so. If Sprint does not reattach AT&T's facilities, Sprint shall endeavor to arrange with AT&T for the reattachment of any facilities affected.
- 13.4.3 Sprint shall, as soon as practicable after performing the work, advise AT&T in writing of the work performed or action taken. Upon receiving such notice, AT&T shall inspect the facilities and take such steps as AT&T may deem necessary to ensure that the facilities meet AT&T's performance requirements.
- 13.5 AT&T to Bear Expenses. AT&T shall bear all expenses arising out of or in connection with any work performed to bring AT&T's facilities into compliance with the requirements of this Attachment; provided, however that nothing contained in this Attachment or any License issued hereunder shall be construed as requiring AT&T to bear any expenses which, under applicable federal or state laws, rules or regulations, must be borne by persons or entities other than AT&T.

14. Unauthorized Occupancy or Utilization of Sprint's Facilities

- 14.1 Licensing or Removal of Unauthorized Attachments. If any of AT&T's facilities shall be found attached to pole(s) or occupying conduit systems for which no License is outstanding, Sprint, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require AT&T to submit in writing, within thirty (30) days after receipt of written notification from Sprint of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy License application. If such application is not received by Sprint within the specified time period, AT&T may be required at Sprint's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or Sprint may at the end of such sixty (60) day period, at Sprint's option remove AT&T's facilities without liability, and the expense of such removal shall be borne by AT&T. Charges for any such unauthorized occupancy shall be equal to the applicable License fees, cost to identify such unauthorized use, and charges which would have been payable from and after the date such facilities were first placed on Sprint's poles or in Sprint's conduit system, if AT&T provides reasonable documentation of such placement. If AT&T is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in Part A of this Agreement.
- 14.2 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring AT&T to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than AT&T.
- 14.3 Prompt Payment of Applicable Fees and Charges. Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified in this Agreement, shall be due and payable within thirty (30) days of receipt by AT&T of an itemized invoice therefor.
- 14.4 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by Sprint with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by Sprint of any of its rights or privileges under this Attachment or otherwise; provided, however, that AT&T shall be subject to all liabilities, obligations and responsibilities of this Attachment with respect to such unauthorized use from its inception.

15. REMOVAL OF AT&T's FACILITIES

- 15.1 Pole Attachments. AT&T, at its expense, will remove its attachments from any of Sprint's poles within thirty (30) days after termination of the License covering such attachments. If AT&T fails to remove its attachments within such thirty (30) day period, Sprint shall have the right to remove such attachments at AT&T's expense and without any liability on the part of Sprint for damage or injury to AT&T's attachments unless caused by the negligence or intentional misconduct of Sprint.
- 15.2 Conduit Occupancy. AT&T, at its expense, will remove its communications facilities from any Sprint conduit system within sixty (60) days after:
- 15.2.1 termination of the License covering such conduit occupancy; or
- 15.2.2 the date AT&T replaces its existing facilities in one duct with substitute facilities in another duct.
- 15.3 If AT&T fails to remove its facilities within the specified period, Sprint shall have the right to remove such facilities at AT&T's expense and without any liability on the part of Sprint for damage or injury to such facilities unless caused by the negligence or intentional misconduct of Sprint.
- 15.4 Continuing Responsibility for Fees and Charges. AT&T shall remain liable for and pay to Sprint all applicable fees and charges, if any, pursuant to provisions of this Agreement until all of AT&T's facilities are physically removed from Sprint's poles or conduit system.

16. FEES, CHARGES, AND BILLING

- 16.1 License Charges. AT&T agrees to pay charges in Attachment 1 of this Agreement. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Current-year charges are normally billed on or near January 1 of each year; annual billing is for the period January 1 through December 31.
- 16.2 Computation of Charges. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy, which commenced during the preceding twelve (12) month period, will be prorated accordingly.

EXHIBIT 1
Sprint Local Engineering Department

North

Fort Walton

MGR ENGINEERING Bill Bellamy (850) 664-3763

Tallahassee

MGR ENGINEERING William McCloud (850) 599-1444

Central

Altamonte Springs

MGR ENGINEERING Paul McKenna (407) 830-3458

Ocala

MGR ENGINEERING Greg Schmid (352) 368-8763

Leesburg

MGR ENGINEERING Michael Degraw (352) 326-1620

Winter Garden/Kissimmee

MGR ENGINEERING Mike Shell (407) 814-5344

South

Punta Gorda

MGR ENGINEERING Rick Twitchell (941) 637-5144

Fort Myers

MGR ENGINEERING Bobbi Taylor (941) 336-2020

Avon Park

MGR ENGINEERING Gordon Marshall (863) 452-3132

Naples

MGR ENGINEERING Robert Whaley (941) 263-6276

EXHIBIT 2

SPRINT ADMINISTRATIVE FORMS AND NOTICES

This Exhibit 2 lists the types of administrative forms to be utilized in connection with this Agreement.

- A Point of Contact
- B Schedule of Fees and Charges
- C Application for Conduit Occupancy License
- D Application for Pole Attachment License
- E Notice of Transfer
- F Notice of Removal of AT&T Attachments
- G Notice of Abandonment

ATTACHMENT 1
RATES AND PRICING

Table of Contents

1. Florida UNE Rates
2. Florida Collocation Rates
3. AT&T Space License Rates
4. Right of Way Pricing

Florida UNE Rates

SPRINT RATE ELEMENT COST SUMMARY: Florida		
DESCRIPTION		
RESALE DISCOUNTS		
Other than Operator / DA	19.40%	
Op Assist / DA	12.10%	
USAGE FILE CHARGES:		
Message Provisioning, per message	\$0.0050	
Data Transmission, per message	\$0.002	
Media Charge - per CD	\$15.00	
OTHER CHARGES:		
Temporary Suspension of Service for UNE-P/Resale - SUSPEND	\$17.50	
Temporary Suspension of Service for UNE-P/Resale - RESTORE	\$0.00	
PIC Change Charge per change	\$5.00	
Operator Assistance / Directory Assistance Branding	ICB	
UNE LOOP, TAG & LABEL/RESALE TAG & LABEL		
Tag and Label on a new install loop or resale	\$9.44	
Tag and Label on a reinstall loop or an existing loop or resale	\$3.78	
Tag and Label on an add'l loop or resale on the same order at the same location	\$4.72	
Trip Charge	\$18.88	
RATE ELEMENT	RECURRING RATE	NRC
SERVICE ORDER / INSTALLATION / REPAIR		
Manual Service Order NRC		\$28.10
Manual Service Order - Listing Only		\$14.81
Manual Service Order - Change Only		\$13.76
Electronic Service Order (IRES)		\$3.82
Electronic Service Order - Listing Only		\$0.42
Electronic Service Order - Change Only		\$1.66
Trip Charge		\$18.88
2-Wire Loop Cooperative Testing		\$46.71
4-Wire Loop Cooperative Testing		\$66.99
Trouble Isolation Charge		\$48.47
Temporary Suspension of Service for UNE-P/Resale - SUSPEND		\$17.50
Temporary Suspension of Service for UNE-P/Resale - RESTORE		\$0.00
PIC Change Charge (per change)		\$5.00
INP Admin Charge		\$8.11
LNP Coordinated Conversion - Lines 1-10		\$47.33
LNP Coordinated Conversion - each additional line		\$4.24
LNP Conversion - 10-Digit Trigger		\$0.00
Special Access to UNE Conversions		
DS1 Loop		\$81.10
EEL - DS1 Transport and Loop		\$81.10
UNBUNDLED NETWORK ELEMENTS (UNE)		
NID	RECURRING RATE	NRC
NID Installation		\$8.50
SmartJack Installation		\$56.65

2-Wire	\$0.82	
4-Wire	\$1.64	
SmartJack	\$7.60	
PRE-ORDER LOOP QUALIFICATION	RECURRING RATE	NRC
Loop Make-Up Information		\$5.90
LOOPS	RECURRING RATE	NRC
2-Wire Analog		
Band 1	\$10.82	
Band 2	\$17.63	
Band 3	\$24.69	
Band 4	\$45.40	
First Line		\$111.24
Second Line and Each Additional Line (same time)		\$52.73
Re-install (Cut Thru and Dedicated/Vacant)		\$65.81
Disconnect		\$31.75
4-Wire Analog		
Band 1	\$20.86	
Band 2	\$34.00	
Band 3	\$47.60	
Band 4	\$87.54	
First Line		\$144.33
Second Line and Each Additional Line (same time)		\$85.82
Re-install (Cut Thru and Dedicated/Vacant)		\$81.70
Disconnect		\$36.47
2-Wire Loop (incl. xDSL-capable)		
Band 1	\$10.82	
Band 2	\$17.63	
Band 3	\$24.69	
Band 4	\$45.40	
First Line		\$115.31
Second Line and Each Additional Line (same time)		\$48.30
Re-install (Cut Thru and Dedicated/Vacant)		\$63.55
Disconnect		\$31.75
2-Wire Digital Loop		
Band 1	\$10.82	
Band 2	\$17.63	
Band 3	\$24.69	
Band 4	\$45.40	
First Line		\$169.14
Second Line and Each Additional Line (same time)		\$108.10
Disconnect		\$31.75
Digital 56k/64k Loop		
Band 1	\$19.00	
Band 2	\$30.97	
Band 3	\$43.36	
Band 4	\$79.75	
First Line		\$169.14
Second Line and Each Additional Line (same time)		\$108.10
Disconnect		\$31.75

4 Wire Digital Loop (DS1 Service)		
Band 1	\$86.90	
Band 2	\$141.64	
Band 3	\$198.29	
Band 4	\$364.70	
First Line		\$325.88
Second Line and Each Additional Line (same time)		\$177.61
Disconnect		\$36.47
HIGH-CAPACITY LOOPS	RECURRING RATE	NRC
Add DS3 to existing fiber system, only available via a BFR	\$1,286.78	\$109.19
Add OC3, OC12, OC48 to existing fiber system, only available via a BFR	BFR	BFR
LINE SHARING	RECURRING RATE	NRC
Additional charges associated with Line Sharing, including collocation cabling and splitter shelf rates, are found on the CLEC's Collocation Price Sheet. If this is an amendment to an existing Interconnection and Resale agreement, the prices for line sharing will remain the same as those in the underlying agreement.		
OSS Cost per Shared Line	\$0.83	
Line Sharing - 3 Jumper Configuration		\$34.07
Line Sharing - 4 Jumper Configuration		\$44.56
Convert UNE Digital Loop to Line Share Not Coordinated		\$18.66
Convert UNE Loop to Line Share Coordinated during normal hours.		\$29.90
Convert UNE Digital Loop to Line Share-Coordinated after normal hours.		\$36.83
CO Interconnection Cost, First Jumper		\$14.85
CO Interconnection Cost, Additional Jumper		\$10.48
CO Interconnection Cost, Remove Jumper		\$8.74
LOOP CONDITIONING	RECURRING RATE	NRC
Load Coil Removal for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.00
Engineering Charge - per loop		\$39.11
Conditioning Trip Charge - per location		\$16.41
Load Coil Removal: Loops 18kft or longer		
Unload cable pair, per Underground location		\$445.21
Unload Add'l cable pair, UG same time, same location and cable		\$3.43
Unload cable pair, per Aerial or Buried Location		\$7.80
Unload Add'l cable pair, AE or BU, same time, location and cable		\$1.80
Bridge Tap or Repeater Removal - Any Loop Length		
Remove Bridged Tap or Repeater, per Underground Location		\$442.28
Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$0.50
Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$6.43
Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$0.44
SUB LOOPS (ONLY AVAILABLE VIA A BFR)	RECURRING RATE	NRC
Sub-Loops Interconnection (Stub Cable)		ICB

2 Wire Voice Grade and Digital Data Feeder - Band 1	\$6.78	
- Band 2	\$11.04	
- Band 3	\$15.46	
- Band 4	\$28.44	
2-Wire Feeder - First Line		\$88.72
- Add'l or Second Line		\$42.43
- Disconnect Charge		\$31.75
2 Wire Voice Grade and Digital Data Distribution - Band 1	\$4.15	
- Band 2	\$6.76	
- Band 3	\$9.46	
- Band 4	\$17.40	
2-Wire Distribution - First Line		\$127.65
- Add'l or Second Line		\$40.65
- Disconnect Charge		\$51.98
4 Wire Voice Grade and Digital Data Feeder - Band 1	\$12.98	
- Band 2	\$21.15	
- Band 3	\$29.61	
- Band 4	\$54.46	
4-Wire Feeder - First Line		\$122.84
- Add'l or Second Line		\$66.12
- Disconnect Charge		\$36.47
4 Wire Voice Grade and Digital Data Distribution - Band 1	\$7.94	
- Band 2	\$12.95	
- Band 3	\$18.13	
- Band 4	\$33.34	
4-Wire Distribution - First Line		\$173.06
- Add'l or Second Line		\$65.20
- Disconnect Charge		\$63.31
UNBUNDLED LOCAL SWITCHING	RECURRING RATE	NRC
Unbundled Switch Ports		
Pots Analog (R1, B1)	\$2.07	
Key System - Analog	\$2.07	
CENTREX - Analog	\$2.07	
Pay Station - Analog	\$2.21	
DS1 - Only available via BFR	\$126.81	
ISDN-BRI	\$12.18	
ISDN-PRI One Way	\$183.02	\$91.66
ISDN-PRI Two Way	\$245.37	\$91.66
PBX Trunk Connection Analog	\$5.28	\$167.80
PBX Trunk Connection (DS0)	\$5.28	\$264.36
PBX Trunk Connection (DS1)	\$126.91	\$349.35
Local Port Switching & Transport Minutes of Use (MOU) Rate Elements:		
Unbundled Common Transport Rate, per MOU	\$0.000814	
Unbundled Tandem Switching Rate, per MOU	\$0.002053	
Unbundled Local Switching Rate, per MOU	\$0.002221	
Customized Routing		
Switch Analysis		\$119.74
Host Switch Translations		\$2,394.81

Remote Switch Translations		\$1,796.10
UNE LOCAL SWITCH-BASED FEATURES	RECURRING RATE	NRC
Unbundled Network Element (UNE) Local Switch-based Features. These features are provided at a single rate and are in addition to the UNE Port rates.		
I. Residential, single line business & paystation features:		
Custom Calling Features (CCF) per line	\$0.33	
Custom Local Area Signaling Services (CLASS) per line	\$5.07	
II. 2-wire Analog Centrex features:		
Centrex Features (required with Centrex Port)	\$10.15	\$29.65
3 Way Conference/Consulting/Hold Transfer	\$1.63	\$18.77
Conference Calling - 6 Way Station Control	\$2.32	\$18.77
Dial Transfer to Tandem Tie Line	\$0.12	\$100.48
Direct Connect	\$0.02	\$18.77
Meet Me Conference	\$15.61	\$28.63
Multi-Hunt service	\$0.10	\$18.77
III. ISDN-PRI features:		
D-Channel Back Up		\$37.90
Network Ring Again, available with 2-Way PRI Only	\$16.13	\$376.06
Caller ID with Name & Number per PRI Interface	\$30.67	\$94.01
Call-By-Call/Integrated Service Feature, available with 2-Way PRI Only	\$3.03	\$250.71
2-B-Channel Transfer per PRI Interface	\$71.36	\$250.71
Circular Hunt per PRI Interface	\$23.79	\$250.71
National ISDN-2 Protocol per PRI Interface		\$250.71
E911 Call Screening per PRI Interface	\$95.15	\$282.04
IV. MessageLine Services:		
MessageLine Services:	per Retail rates	
DEDICATED TRANSPORT	RECURRING RATE	NRC
DS0	Refer to Transport Tab	\$192.85
DS1	Refer to Transport Tab	\$182.15
DS3	Refer to Transport Tab	\$192.85
OC3	Refer to Transport Tab	\$192.85
MULTIPLEXING	RECURRING RATE	NRC
Multiplexing - DS1-DS0	\$162.48	\$93.62
Multiplexing - DS3-DS1	\$195.77	\$119.88
Channel Bank Shelf/Common (per DS1)	\$162.48	\$93.62
Channel Bank Card (per DS0)	\$4.27	
UNBUNDLED DARK FIBER	RECURRING RATE	NRC
Dark Fiber Application - per quote		\$270.47
Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
Transport		
Interoffice, per foot per fiber - Statewide Average	\$0.0039	
Loop Components		
Feeder, per fiber - Statewide Average	\$235.53	
Distribution Price Per Fiber	\$47.79	

Additional Charges Applicable to Transport & Loop		
Fiber Patch Cord per fiber	\$0.82	
Fiber Patch Panel per fiber	\$0.79	
Initial Patch Cord Installation, Field Location		\$22.92
Add'l Patch Cord Install, Field Loc., Same Time/Loc.		\$7.64
Central Office Interconnection, 1-4 Patch Cords per CO		\$193.55
Central Office Transport - Initial Installation, 1-4 Patch Cords per CO		\$193.55
Dark Fiber End-to-End Testing, Initial Strand		\$53.48
Dark Fiber End-to-End Testing, Subsequent Strand		\$15.28
Special Construction for Fiber Pigtail		ICB
UNBUNDLED NETWORK ELEMENT-PLATFORM (UNE-P) COMBINATIONS	RECURRING RATE	NRC
I. UNE-P services are combinations of UNEs provided to CLECs. UNE-P services are designed to be the functional equivalent to Sprint's comparable retail local service offerings. Refer to UNE Local Switching Feature section of price sheet for available features.		
II. The following UNE-P combinations are available:		
UNE-P 2-wire Analog B1, R1 Voice Grade (VG) combinations:		
Band 1 VG Loop	\$7.87	
Band 2 VG Loop	\$14.14	
Band 3 VG Loop	\$20.62	
Band 4 VG Loop	\$39.66	
B1, R1 Port	\$2.07	
NID - 2 Wire	\$0.82	
NID - 4 Wire	\$1.64	
UNE-P 2-wire B1, R1 VG Loop - new first line		\$111.24
UNE-P 2-wire new B1, R1 VG Loop - Each additional new line ordered at same time to same location		\$52.73
UNE-P 2-wire B1, R1 VG Loop - Convert Loop		\$16.14
UNE-P 2-wire B1, R1 VG Loop - Migration to or from Resale		\$20.80
UNE-P 2-wire B1, R1 VG Loop - Disconnect Service Charge		\$5.38
UNE-P 2-wire Paystation Voice Grade (VG) combinations:		
Band 1 VG Loop	\$7.87	
Band 2 VG Loop	\$14.14	
Band 3 VG Loop	\$20.62	
Band 4 VG Loop	\$39.66	
Paystation Port	\$2.07	
NID - 4 Wire	\$1.64	
UNE-P 2-wire Paystation VG Loop - new first line		\$111.24
UNE-P 2-wire new Paystation VG Loop - Each additional new line ordered at same time to same location		\$52.73
UNE-P 2-wire Paystation VG Loop - Convert Loop		\$16.14
UNE-P 2-wire Paystation VG Loop - Migration to or from Resale		\$20.80
UNE-P 2-wire Paystation VG Loop - Disconnect Service Charge		\$5.38
UNE-P 2-wire Analog Key System VG combinations:		
Band 1 VG Loop	\$7.87	
Band 2 VG Loop	\$14.14	
Band 3 VG Loop	\$20.62	
Band 4 VG Loop	\$39.66	

Key System Port	\$2.07	
NID - 4 Wire	\$1.64	
UNE-P 2-wire Key System VG Loop - new first line		\$111.24
UNE-P 2-wire Key System VG Loop - Each additional new line ordered at same time to same location		\$52.73
UNE-P 2-wire Key System VG Loop - Convert Loop		\$16.14
UNE-P 2-wire Key System VG Loop - Migration to or from Resale		\$20.80
UNE-P 2-wire Key System VG Loop - Disconnect Service Charge		\$5.38
UNE-P 2-wire Analog PBX VG combinations:		
Band 1 VG Loop	\$7.87	
Band 2 VG Loop	\$14.14	
Band 3 VG Loop	\$20.62	
Band 4 VG Loop	\$39.66	
PBX Port	\$5.28	\$167.80
NID - 4 Wire	\$1.64	
UNE-P 2-wire PBX VG Loop - new first line		\$111.24
UNE-P 2-wire PBX VG Loop - Each additional new line ordered at same time to same location		\$52.73
UNE-P 2-wire PBX VG Loop - Migration to or from Resale		\$20.80
UNE-P 2-wire PBX VG Loop - Disconnect Service Charge		\$5.38
UNE-P 2-wire Analog Centrex VG combinations:		
Band 1 VG Loop	\$7.87	
Band 2 VG Loop	\$14.14	
Band 3 VG Loop	\$20.62	
Band 4 VG Loop	\$39.66	
Centrex Port	\$2.07	
NID - 4 Wire	\$1.64	
UNE-P 2-wire Centrex VG Loop - new first line		\$111.24
UNE-P 2-wire Centrex VG Loop - Each additional new line ordered at same time to same location		\$52.73
UNE-P 2-wire Centrex VG Loop - Convert Loop		\$16.14
UNE-P 2-wire Centrex VG Loop - Migration to or from Resale		\$20.80
UNE-P 2-wire Centrex VG Loop - Disconnect Service Charge		\$5.38
UNE-P 4-wire DS1 Digital Grade (DG) ISDN-PRI Combinations:		
Band 1 DG Loop (Includes NID and Smartjack Charge)	\$96.14	
Band 2 DG Loop (Includes NID and Smartjack Charge)	\$150.88	
Band 3 DG Loop (Includes NID and Smartjack Charge)	\$207.53	
Band 4 DG Loop (Includes NID and Smartjack Charge)	\$373.94	
ISDN PRI Port - One Way	\$183.02	
ISDN PRI Port - Two Way	\$245.37	\$91.66
UNE-P 4-wire DS1 DG DG Loop - new first line		\$340.85
UNE-P 4-wire DS1 DG Loop - Each additional new line ordered at same time to same location		\$192.58
UNE-P 4-wire DS1 DG Loop - Migration to or from Resale		\$113.57
UNE-P 4-wire DS1 DG Loop - Disconnect Service Charge		\$36.47
Surcharges:		
Local Number Portability (LNP) surcharge per UNE loop	\$0.48	
INP RATES SPECIFIC TO ACCESS SETTLEMENTS		
Per INP Line	\$5.89	NRC

EEL COMBINATIONS	RECURRING RATE	NRC
Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
Special Access to EEL Conversion		
EEL - DS1 Transport and Loop		\$81.10
EEL - DS3 Transport and Loop		ICB
RECIPROCAL COMPENSATION	RECURRING RATE	NRC
If this rate sheet is included as part of an amendment of an existing Interconnection agreement, the rates included below are not intended to change the reciprocal compensation arrangement between the parties. These rates replace the reciprocal compensation and transit rates as applicable in the underlying Interconnection Agreement.		
End Office per MOU	\$0.001408	NA
Tandem Switching per MOU	\$0.001231	NA
Shared Transport per MOU	\$0.000814	N/A
ISP-Bound Traffic		
Effective Date through June 13, 2003	\$0.00	N/A
After June 13, 2003	\$0.00	N/A
INTERCONNECTION	RECURRING RATE	NRC
These rates apply when collocation is not involved. For collocation rates, see the appropriate agreement or tariff.		
DS0 Elec X-Conn (DS0 UNECC)	\$0.94	N/A
DS1 Elec X-Conn (DS1 UNECC)	\$2.93	N/A
DS3 Elec X-Conn (DS3 UNECC)	\$25.85	N/A
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.	\$1.47	N/A
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7	RECURRING RATE	NRC
STP Port	\$252.47	\$281.69
STP Switching	\$0.33	N/A
STP Transport Link 56.0 Kbps SS7 Link per month	Dedicated Transport & Multiplexing	\$184.79
STP Transport Link 1.544 Mbps SS7 Link per month	Dedicated Transport & Multiplexing	\$184.79
SS7 Originating Point Code (OPC)		\$29.94
SS7 GlobalTitle Address Translation (GTT)		\$14.97
SS7 Switching	\$0.36	
DATABASE	RECURRING RATE	NRC
Local Number Portability Service query	\$0.001327	Refer to Tariff
Toll Free Code Access Service query	\$0.000948	Refer to Tariff
Line Information Database per query	\$0.012556	Refer to Tariff
Calling Name Database Access Service query (CNAM)	\$0.000786	Refer to Tariff
OPERATOR SERVICES / DIRECTORY ASSISTANCE	RECURRING RATE	NRC
DA Database Listing & Update per listing or update	Refer to Tariff	Refer to Tariff
DA Data Base Query Service per query	Refer to Tariff	Refer to Tariff
Local Directory Services - white page listings	Refer to Tariff	

Toll and Local Assistance Service (Live)	\$0.414	
Directory Assistance Operator Service (Live)	\$0.353	
Operator Services Branding		
0+ Ten Digits		\$3,643.19
411		\$800.00
911 AND E911 DATABASE ACCESS	RECURRING RATE	NRC
Per DS0 Equivalent Port		\$151.80
STREET INDEX GUIDE	RECURRING RATE	NRC
SIG Database Extract Report, per CDROM	\$41.00	

Loop Bands:

Exchange Name	CLLI	Band
Maitland	MTLDFLXADS1	1
Shalimar	SHLMFLXADS0	1
Tallahassee-Calhoun	TLHSFLXADS0	1
Tallahassee-FSU	TLHSFLXERSO	1
Altamonte Springs	ALSPFLXADS0	2
Boca Grande	BCGRFLXARS1	2
Bonita Sprints	BNSPFLXADS1	2
Cape Coral	CPCRFLXADS0	2
Casselberry	CSLBFLXADS1	2
Cypress Lake-Regional Airport	CYLKFLXBR0	2
Destin	DESTFLXADS0	2
Fort Myers Beach	FTMBFLXARS0	2
Fort Myers	FTMYFLXADS0	2
Fort Myers	FTMYFLXCDS2	2
Fort Walton Beach-Hollywood	FTWBFLXADS0	2
Fort Walton Beac-Denton	FTWBFLXBDS0	2
Fort Walton Beach-Mary Esther	FTWBFLXCRS0	2
Goldenrod	GLRDFLXADS0	2
Buenaventura Lakes	KSSMFLXDRS0	2
Lady Lake	LDLKFLXARS0	2
Lake Brantley	LKBRFLXADS1	2
North Naples	NNPLFLXADS1	2
Naples	NPLSFLXDDS0	2
Highlands	OCALFLXCRS0	2
Orange City	ORCYFLXADS0	2
Tallahassee-Willis	TLHSFLXBDS0	2
Tallahassee-Blairstone	TLHSFLXDDS0	2
Valparaiso	VLPRFLXADS0	2
Valparaiso-Seminole	VLPRFLBRS0	2
Windermere	WNDRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPKFLXADS1	2
Apopka	APPKFLXADS1	3
Clermont	CLMTFLXADS0	3
North Cape Coral	CPCRFLXBDS1	3
Kissimmee	KSSMFLXADS1	3
Reedy Creek	KSSMFLXBDS1	3
Leesburg	LSBGFLXADS0	3
Marco Island	MOISFLXADS1	3
North Fort Myers	NFMYFLXADS	3
Naples	NPLSFLXCDS0	3
Ocala	OCALFLXADS0	3
Orange City	ORCYFLXCRS0	3
Tallahassee-Mabry	TLHSFLXCDS0	3
Tallahassee-Perkins	TLHSFLXHDS0	3
Bellevue	BLVWFLXADS0	3
Beverly Hills	BVHLFLXADS0	3

Chassahowitzka-Homosassa Spr	CHSWFLXARS0	3
Crestview	CRVWFLXADS0	3
Cypress Lake-Regional Airport	CYLKFLXADS0	3
Fort Myers	FTMYFLXABRS0	3
Golden Gate	GLGCFLXADS0	3
Kissimmee	KSSMFLXACRS1	3
Mount Dora	MTDRFLXARS0	3
North Fort Myers	NFMYFLXABRS0	3
Ocala	OCALFLXBDS0	3
Port Charlotte	PTCTFLXADS0	3
Sanibel-Captiva Islands	SNISFLXADS0	3
Silver Springs Shores	SVSSFLXARS0	3
Tallahassee-Thomasville	TLHSFLXFDS0	3
Tavares	TVRSFLXADS0	3
Avon Park	AVPKFLXADS0	4
Cape Haze	CPHZFLXADS1	4
Crystal River	CRRVFLXADS0	4
Dade City	DDCYFLXADS1	4
Eustil	ESTSFLXARS0	4
Fort Meade	FTMDFLXARS0	4
Homosassa Springs	HMSPFLXARS0	4
Howey-in-the-hills	HOWYFLXARS0	4
Inverness	INVRFLXADS1	4
Lehigh Acres	LHACFLXADS0	4
Lake Helen - Orange City	LKHLFLXARS0	4
Marianna	MRNNFLXADS0	4
Montverde	MTVRFLXARS0	4
Punta Gorda	PNGRFLXADS1	4
Pine Island	PNISFLXADS0	4
Sebring	SBGBHFLXARS0	4
Seagrove Beach	SGBHFLXARS0	4
Santa Rosa Beach	SNRSFLXARS0	4
St. Cloud	STCDFLXARS0	4
Silver Springs - Ocala	SVSPFLXARS0	4
Groveland	GVLDFLXARS0	4
San Antonio	SNANFLXARS0	4
Starke	STRKFLXADS0	4
Wauchula	WCHLFLXADS0	4
Alford	ALFRFLXARS0	4
Alva	ALVAFLXARS1	4
Arcadia	ARCDFLXADS0	4
Astor	ASTRFLXARS0	4
Baker	BAKRFLXADS0	4
Bonifay	BNFYFLXARS0	4
bushnell	BSHNFLXADS0	4
bowling green	BWLGFLXARS0	4
Crawfordville	CFVLFLXADS0	4
Cherry Lake	CHLKFLXARS0	4
Clewiston	CLTNFLXARS0	4
cottdale	CTDLFLXARS0	4

DeFuniak Springs	DFSPFLXADS0	4
everglades	EVRGFLXARS1	4
Freeport	FRPTFLXARS0	4
Grand Ridge	GDRGFLXADS0	4
Glendale	GLDLFLXARS0	4
Greenville	GNVLFLXARS0	4
Greenwood	GNWDFLXARS0	4
Immokalee	IMKLFLXARS0	4
Kingsley Lake	KGLKFLXARS0	4
Kenansville	KNVLFLXARS0	4
LaBelle	LBLLFLXADS0	4
Lee	LEE FLXARS0	4
Lake Placid	LKPCFLXARS0	4
Lawtey	LWTYFLXARS0	4
Malone	MALNFLXARS0	4
Madison	MDSNFLXADS0	4
Monticello	MNTIFLXADS0	4
Moore Haven	MRHNFLXARS0	4
Forest	OCNFFLXARS0	4
Okeechobee	OKCBFLXADS1	4
Ocklawaha	OKLWFLXADS0	4
Panacea	PANCFLXARS0	4
Ponce de Leon	PNLNFLXARS0	4
Reynolds Hill	RYHLFLXARS0	4
Spring Lake	SLHLFLXARS0	4
sneads	SNDSFLCARS0	4
Sopchoppy	SPCPFLXARS0	4
Salt Springs	SSPRFLXARS0	4
St. Marks	STMKFLXARS0	4
Trilacoochee	TLCHFLXARS0	4
Tallahassee-Woodville	TLSHSFLXGRS0	4
Umatilla	UMTLFLXARS0	4
Williston	WLSTFLXARS0	4
Wildwood	WLWDFLXARS0	4
Westwood	WSTVFLXARS0	4
Zolfo Springs	ZLSPFLXARS0	4

Dedicated Transport:

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3
ALFRFLXA	CTDLFLXA	Alford	Cottondale	\$ 124.64	\$ 1,736.74
ALFRFLXA	GDRGFLXA	Alford	Grand Ridge	\$ 185.79	\$ 2,572.55
ALFRFLXA	GNWDFLXA	Alford	Greenwood	\$ 181.65	\$ 2,456.54
ALFRFLXA	MALNFLXA	Alford	Malone	\$ 181.65	\$ 2,456.54
ALFRFLXA	MRNNFLXA	Alford	Marianna	\$ 124.64	\$ 1,736.74
ALFRFLXA	SNDSFLXA	Alford	Sneads	\$ 185.79	\$ 2,572.55
ALSPFLXA	WNPCKFLXE	Altamonte Springs	Winter Park	\$ 70.89	\$ 1,108.53
APPKFLXA	MTVRFLXA	Apopka	Montverde	\$ 162.29	\$ 2,790.98
APPKFLXA	KSSMFLXB	Apopka	Reedy Creek	\$ 188.96	\$ 3,537.91
APPKFLXA	MTDRFLXA	Apopka	Mt. Dora	\$ 104.40	\$ 2,046.76
APPKFLXA	WNGRFLXA	Apopka	Winter Garden	\$ 121.19	\$ 2,516.90
APPKFLXA	WNPCKFLXA	Apopka	Winter Park	\$ 70.89	\$ 1,108.53
ARCDLAD	ZLSPFLXA	Arcadia	Zolfo Springs	\$ 241.19	\$ 5,877.04
ARCDLAD	MRDCFLXA	Arcadia	Port Charlotte	\$ 241.19	\$ 5,877.04
ARCDLAD	WCHLFLXA	Arcadia	Wauchula	\$ 241.19	\$ 5,877.04
ASTRFLXA	GVLDFLXA	Astor	Groveland	\$ 365.97	\$ 7,617.85
ASTRFLXA	LDLKFLXA	Astor	Lady Lake	\$ 266.25	\$ 4,825.53
ASTRFLXA	LSBGFLXA	Astor	Leesburg	\$ 168.54	\$ 2,966.01
ASTRFLXA	UMTLFLXA	Astor	Umatilla	\$ 168.54	\$ 2,966.01
ASTRFLXA	MTVRFLXA	Astor	Monteverde	\$ 222.50	\$ 3,600.33
ASTRFLXA	HOWYFLXA	Astor	Howey-in-the-Hills	\$ 226.28	\$ 3,706.16
ASTRFLXA	CLMTFLXA	Astor	Clermont	\$ 168.54	\$ 2,966.01
ASTRFLXA	ESTSFLXA	Astor	Eustis	\$ 168.54	\$ 2,966.01
ASTRFLXA	MTDRFLXA	Astor	Mt. Dora	\$ 168.54	\$ 2,966.01
ASTRFLXA	TVRSFLXA	Astor	Tavares	\$ 168.54	\$ 2,966.01
AVPKFLXA	LKPCFLXA	Avon Park	Lake Placid	\$ 296.24	\$ 6,541.89
AVPKFLXA	SLHLFLXA	Avon Park	Spring Lake	\$ 241.19	\$ 5,877.04
AVPKFLXA	SBNGFLXA	Avon Park	Sebring	\$ 241.19	\$ 5,877.04
AVPKFLXA	WCHLFLXA	Avon Park	Wauchula	\$ 241.19	\$ 5,877.04
BAKRFLXA	SHLMFLXA	Baker	Shalimar	\$ 258.69	\$ 4,613.87
BAKRFLXA	DFSPFLXA	Baker	Defuniak Springs	\$ 204.01	\$ 3,959.20
BAKRFLXA	DESTFLXA	Baker	Destin	\$ 204.01	\$ 3,959.20
BAKRFLXA	FTWBFLXA	Baker	Fort Walton Beach	\$ 204.01	\$ 3,959.20
BAKRFLXA	VLPRFLXA	Baker	Valparaiso	\$ 204.01	\$ 3,959.20
BAKRFLXA	LRHLFLXA	Baker	Laurel Hill*	\$ 84.75	\$ 1,058.33
BAKRFLXA	CRVWFLXA	Baker	Crestview	\$ 52.43	\$ 591.58
BLVWFLXA	WLWDFLXA	Bellevue	Wildwood	\$ 97.72	\$ 1,859.52
BLVWFLXA	OCNFFLXA	Bellevue	Forest	\$ 284.25	\$ 6,206.08
BLVWFLXA	OCAFLLXA	Bellevue	Highlands	\$ 284.25	\$ 6,206.08
BLVWFLXA	SSPRFLXA	Bellevue	Salt Springs	\$ 284.25	\$ 6,206.08

BLVWFLXA	CITRFLXA	Belleview	Citra*	\$	229.18	\$	5,102.31
BLVWFLXA	MCINFLXA	Belleview	McIntosh*	\$	229.18	\$	5,102.31
BLVWFLXA	ORSPFLXA	Belleview	Orange Springs*	\$	152.93	\$	2,967.36
BLVWFLXA	DNLNFLXA	Belleview	Dunnellon*	\$	221.76	\$	4,894.72
BLVWFLXA	OKLWFLXA	Belleview	Ocklawaha	\$	53.89	\$	632.28
BLVWFLXA	LDLKFLXB	Belleview	Lady Lake (821) Silver Springs Shores	\$	202.12	\$	3,906.28
BLVWFLXA	SVSSFLXA	Belleview	Ocala	\$	74.53	\$	1,210.29
BLVWFLXA	OCALFLXA	Belleview	Ocala	\$	197.44	\$	4,651.84
BVHLFLXA	CHSWFLXA	Beverly Hills	Chassahowitzka	\$	329.78	\$	6,604.32
BVHLFLXA	CRRVFLXA	Beverly Hills	Crystal River	\$	82.16	\$	1,423.98
BVHLFLXA	HMSFLXA	Beverly Hills	Homosassa Springs	\$	82.16	\$	1,423.98
BVHLFLXA	INVRFLXA	Beverly Hills	Inverness	\$	82.16	\$	1,423.98
BNFYFLXA	RYHLFLXA	Bonifay	Reynolds Hill	\$	128.12	\$	1,834.43
BNFYFLXA	WSTVFLXA	Bonifay	Westville	\$	77.29	\$	3,247.36
BNSPFLXA	CYLKFLXA	Bonita Springs	Cypress Lake	\$	176.29	\$	4,059.59
BNSPFLXA	FTMYFLXB	Bonita Springs	East Fort Myers	\$	176.29	\$	4,059.59
BNSPFLXA	FTMBFLXA	Bonita Springs	Fort Myers Beach	\$	278.22	\$	6,037.16
BNSPFLXA	FTMYFLXA	Bonita Springs	Fort Myers	\$	176.29	\$	4,059.59
BNSPFLXA	GLGCFLXA	Bonita Springs	Golden Gate	\$	176.29	\$	4,059.59
BNSPFLXA	NPLSFLXA	Bonita Springs	Naples	\$	176.29	\$	4,059.59
BNSPFLXA	NNPLFLXA	Bonita Springs	North Naples	\$	176.29	\$	4,059.59
BNSPFLXA	NPLSFLXD	Bonita Springs	Naples Moorings	\$	176.29	\$	4,059.59
BNSPFLXA	NPLSFLXC	Bonita Springs	Naples Southeast	\$	176.29	\$	4,059.59
BWLGFLXA	ZLSPFLXA	Bowling Green	Zolfo Springs	\$	229.95	\$	6,645.69
BWLGFLXA	WCHLFLXA	Bowling Green	Wauchula	\$	229.95	\$	6,645.69
KSSMFLXD	KSSMFLXA	Buenaventura Lakes	Kissimmee	\$	146.32	\$	2,782.16
BSHNFLXA	WLWDFLXA	Bushnell	Wildwood	\$	295.15	\$	6,511.36
BSHNFLXA	LSBGFLXA	Bushnell	Leesburg	\$	197.44	\$	4,651.84
CPCRFLXA	FTMBFLXA	Cape Coral	Fort Myers Beach	\$	168.76	\$	2,972.12
CPCRFLXA	PNISFLXA	Cape Coral	Pine Island	\$	168.76	\$	2,972.12
CPCRFLXA	CPCRFLXA	Cape Coral	North Cape Coral	\$	66.82	\$	994.55
CPCRFLXA	NFMYFLXA	Cape Coral	North Fort Myers	\$	66.82	\$	994.55
CPHZFLXA	MRDCFLXA	Cape Haze	Port Charlotte	\$	64.86	\$	939.60
CLMTFLXA	WNDRFLXA	Clermont	Windermere	\$	194.41	\$	3,690.55
CLMTFLXA	UMTLFLXA	Clermont	Umatilla	\$	168.54	\$	2,966.01
CLTNFLXA	MRHNFLXA	Clewiston	Moore Haven	\$	100.99	\$	1,951.11
CLTNFLXA	LBLLFLXA	Clewiston	LaBelle	\$	100.99	\$	1,951.11
CPCRFLXB	FTMYFLXC	North Cape Coral	Ft. Myers	\$	84.85	\$	1,109.17
CRVWFLXA	DFSPFLXA	Crestview	DeFuniak Springs	\$	151.57	\$	3,367.62
CRVWFLXA	FTWBFLXA	Crestview	Fort Walton Beach	\$	151.57	\$	3,367.62
CRVWFLXA	LRHLFLXA	Crestview	Laurel Hill*	\$	32.32	\$	466.75
CRRVFLXA	DDCYFLXA	Crystal River	Dade City	\$	247.76		ICB

CYLKFLXA	CYLKFLXB	Cypress Lake	Cypress Lake	\$	200.47	ICB
CYLKFLXA	IONAFLXA	Cypress Lake	Iona	\$	152.31	ICB
CYLKFLXA	FTMYFLXA	Cypress Lake	Ft. Myers	\$	176.29	\$ 4,059.59
CYLKFLXA	SCPKFLXA	Cypress Lake		\$	256.06	ICB
DDCYFLXA	LSBGFLXA	Dade City	Leesburg	\$	126.34	ICB
DDCYFLXA	SNANFLXA	Dade City	San Antonio	\$	63.34	\$ 896.86
DFSPFLXA	PXTNFLXA	DeFuniak Springs	Paxton*	\$	183.90	\$ 3,834.37
DFSPFLXA	FRPTFLXA	DeFuniak Springs	Freeport	\$	151.57	\$ 3,367.62
DESTFLXA	FRPTFLXA	Destin	Freeport	\$	151.57	\$ 3,367.62
DESTFLXA	GLDLFLXA	Destin	Glendale	\$	205.68	\$ 4,006.01
ESTSFLXA	LSBGFLXA	Eustis	Leesburg	\$	104.40	\$ 2,046.76
EVRGFLXA	NPLSFLXA	Everglades	Naples Silver Springs	\$	176.29	\$ 4,059.59
OCNFFLXA	SVSSFLXA	Forest	Shore	\$	263.78	\$ 4,852.65
FTMYFLXA	ARCDFLXA	Fort Myers	Arcadia	\$	205.71	\$ 4,800.91
FTMYFLXA	AVPKFLXA	Fort Myers	Avon Park	\$	205.71	\$ 4,800.91
FTMYFLXA	CLTNFLXA	Fort Myers	Clewiston	\$	433.99	\$ 10,068.67
FTMYFLXA	CYLKFLXB	Fort Myers	Cypress Lake	\$	75.83	\$ 1,125.36
FTMYFLXA	IONAFLXA(CYL KFLXB)	Fort Myers	Iona/Cypress Lake	\$	75.83	\$ 1,125.36
FTMYFLXA	FTMYFLXC	Fort Myers	Fort Myers	\$	75.83	\$ 1,125.36
FTMYFLXA	IMKLFLXA	Fort Myers	Immokalee	\$	176.29	\$ 4,059.59
FTMYFLXA	MRHNFLXA	Fort Myers	Moore Haven	\$	205.71	\$ 4,800.91
FTMYFLXA	CPCRFLXA	Fort Myers	North Cape Coral	\$	66.82	\$ 994.55
FTMYFLXA	MOISFLXA	Fort Myers	Everglades	\$	123.51	\$ 2,227.17
FTMYFLXA	FTMBFLXA	Fort Myers	Fort Myers Beach	\$	101.93	\$ 1,977.56
FTMYFLXA	GLGCFLXA	Fort Myers	Goldengate	\$	124.39	ICB
FTMYFLXA	NFMYFLXA	Fort Myers	North Fort Myers	\$	101.93	\$ 1,977.56
FTMYFLXB	NFMYFLXA	Fort Myers	North Fort Myers	\$	278.22	\$ 6,037.16
FTMYFLXC	NFMYFLXA	Fort Myers	North Fort Myers	\$	84.85	\$ 1,109.17
FTMYFLXA	OKCBFLXA	Fort Myers	Okeechobee	\$	205.71	\$ 4,800.91
FTMYFLXA	PNISFLXA	Fort Myers	Pine Island	\$	101.93	\$ 1,977.56
FTMYFLXA	SCPKFLXA	Fort Myers	San Carlos Park/Cypress Lake	\$	75.83	\$ 1,125.36
FTMYFLXA	SBNGFLXA	Fort Myers	Sebring	\$	205.71	\$ 4,800.91
FTMYFLXA	PTCTFLXA	Fort Myers	Port Charlotte	\$	205.71	\$ 4,800.91
FTMYFLXC	PTCTFLXA	Fort Myers	Port Charlotte	\$	205.87	\$ 3,266.92
FTMYFLXA	LBLLFLXA	Fort Myers	LaBelle	\$	241.19	\$ 5,877.04
FTMYFLXA	LKPCFLXA	Fort Myers	Lake Placid	\$	306.48	\$ 7,621.95
FTMYFLXA	PNGRFLXA	Fort Myers	Punta Gorda	\$	241.19	\$ 5,877.04
FTMYFLXA	NPLSFLXA	Fort Myers	Naples	\$	176.29	\$ 4,059.59
FTMYFLXA	NNPLFLXA	Fort Myers	North Naples	\$	176.29	\$ 4,059.59
FTMYFLXA	WCHFLXA	Fort Myers	Wauchula	\$	306.48	\$ 7,621.95
FTMYFLXC	ARCDFLXA	Fort Myers	Arcadia	\$	121.03	\$ 2,157.74

FTMYFLXC	BNSPFLXA	Fort Myers	Bonita Springs	\$	123.51	\$	2,227.17
FTMYFLXC	CPCRFLXA	Fort Myers	Cape Coral	\$	84.85	\$	1,109.17
FTMYFLXC	GLGCFLXA	Fort Myers	Goldengate	\$	123.51	\$	2,227.17
FTMYFLXC	LBLLFLXA	Fort Myers	LaBelle	\$	121.03	\$	2,157.74
FTMYFLXC	MOISFLXA	Fort Myers	Marco Island	\$	123.51	\$	2,227.17
FTMYFLXC	MOISFLXD	Fort Myers	Marco Island	\$	123.51	\$	2,227.17
FTMYFLXC	NPLSFLXC	Fort Myers	Naples	\$	123.51	\$	2,227.17
FTMYFLXC	NPLSFLXD	Fort Myers	Naples	\$	156.33	\$	2,227.17
FTMYFLXC	NNPLFLXA	Fort Myers	North Naples	\$	123.51	\$	2,227.17
FTMYFLXC	SBNGFLXA	Fort Myers	Sebring	\$	121.03	\$	2,157.74
FTMYFLXC	PTCTFLXA	Fort Myers	Port Charlotte	\$	121.03	\$	2,157.74
FTMYFLXC	PNGRFLXA	Fort Myers	Punta Gorda	\$	121.03	\$	2,157.74
FTMBFLXA	CPCRFLXA	Fort Myers Beach	North Cape Coral	\$	168.76	\$	2,972.12
FTMBFLXA	NPLSFLXA	Fort Myers Beach	Naples	\$	278.22	\$	6,037.16
FTMBFLXA	NNPLFLXA	Fort Myers Beach	North Naples	\$	278.22	\$	6,037.16
FTMBFLXA	NFMYFLXA	Fort Myers Beach	North Fort Myers	\$	101.93	\$	1,977.56
FTMBFLXA	PNISFLXA	Fort Myers Beach	Pine Island	\$	101.93	\$	1,977.56
FTWBFLXA	PNSCFLWA	Fort Walton Beach	Pensacola	\$	34.61	\$	489.31
FTWBFLXA	TLHSFLXA	Fort Walton Beach	Tallahassee	\$	1,207.55		ICB
FTWBFLXA	FRPTFLARS0	Fort Walton Beach	Freeport	\$	151.57	\$	3,367.62
FTWBFLXB	CRVWFLXA	Fort Walton Beach	Crestview	\$	148.48		ICB
FRPTFLXA	GLDLFLXA	Freeport	Glendale	\$	205.68	\$	4,006.01
GLDLFLXA	PXTNFLXA	Glendale	Paxton*	\$	238.00	\$	4,472.76
IMKLFLXA	LBLLFLXA	Immokalee	LaBelle	\$	244.54	\$	4,384.91
IMKLFLXA	NPLSFLXA	Immokalee	Naples	\$	176.29	\$	4,059.59
KSSMFLXA	WDRFLXA	Kissimmee	Windermere	\$	174.82		ICB
KSSMFLXA	WNPFLXA	Kissimmee	Winter Park	\$	121.19	\$	2,516.90
KSSMFLXB	ALSPFLXA	W. Kissimmee	Altamonte Springs	\$	152.44		ICB
KSSMFLXB	APPKFLXA	W. Kissimmee	Appopka	\$	95.74		ICB
KSSMFLXB	CSLBFLXA	W. Kissimmee	Casselberry	\$	152.44		ICB
KSSMFLXB	GLRDFLXA	W. Kissimmee	Goldenrod	\$	152.44		ICB
KSSMFLXB	LKBRFLXA	W. Kissimmee	Lake Brantley	\$	259.86	\$	4,646.43
KSSMFLXB	MTLDFLXA	W. Kissimmee	Maitland	\$	259.86	\$	4,646.43
KSSMFLXB	WNPFLXA	Kissimmee	Winter Park	\$	188.96	\$	3,537.91
KSSMFLXB	KSSMFLXD	Kissimmee	Kissimmee	\$	190.70		ICB
LKPCFLXA	SLHLFLXA	Lake Placid	Spring Lake	\$	296.24	\$	6,541.89
LKPCFLXA	SBNGFLXA	Lake Placid	Sebring	\$	55.05	\$	664.85
LSBGFLXA	OCAFLLXA	Leesburg	Ocala	\$	126.34	\$	2,306.35
LSBGFLXA	ORCYFLXA	Leesburg	Orange City	\$	545.85		ICB
LSBGFLXA	SNANFLXA	Leesburg	San Antonio	\$	238.01		ICB
LSBGFLXA	WLWDFLXA	Leesburg	Wildwood	\$	97.72	\$	1,859.52
LHACFLXA	CPCRFLXA	Lehigh Acres	Cape Coral	\$	243.11	\$	5,054.15
LHACFLXA	CPCRFLXA	Lehigh Acres	North Cape Coral	\$	243.11	\$	5,054.15

LHACFLXA	NFMYFLXA	Lehigh Acres	North Ft. Myers	\$	278.22	\$	6,037.16
MOISFLXA	NPLSFLXA	Marco Island	Naples	\$	176.29	\$	4,059.59
MOISFLXA	NNPLFLXA	Marco Island	North Naples	\$	176.29	\$	4,059.59
MRNNFLXA	BNFYFLXA	Marianna	Bonifay	\$	371.66		ICB
CPCRFLXA	PNISFLXA	North Cape Coral	Pine Island	\$	204.03	\$	3,180.13
CPCRFLXA	PNGRFLXA	North Cape Coral	Punta Gorda	\$	205.87	\$	3,266.92
NFMYFLXA	CPCRFLXA	North Fort Myers	North Cape Coral	\$	66.82	\$	994.55
NFMYFLXA	NFMYFLXB	North Fort Myers	North Fort Myers	\$	121.03	\$	2,157.74
NFMYFLXA	PNISFLXA	North Fort Myers	Pine Island	\$	101.93	\$	1,977.56
NFMYFLXA	PNGRFLXA	North Fort Myers	Punta Gorda	\$	241.19	\$	5,877.04
OCALFLXA	BSHNFLXA	Ocala	Bushnell	\$	140.33	\$	2,969.88
OCALFLXA	INVRFLXA	Ocala	Inverness Silver Springs	\$	126.34	\$	2,306.35
OCALFLXA	SVSSFLXA	Ocala	Shores	\$	74.53	\$	1,210.29
OCALFLXA	SVSSFLXA	Ocala	Silver Springs	\$	86.81	\$	1,554.24
OCALFLXA	TLHSFLXA	Ocala	Tallahassee	\$	727.18		ICB
OCALFLXA	CRRVFLXA	Ocala	Crystal River	\$	234.94		ICB
OCALFLXA	OKLWFLXA	Ocala	Oklawaha	\$	74.53	\$	1,210.29
OCALFLXA	OCALFLXA	Ocala (W03)	Ocala (03T)	\$	72.48		ICB
OKCBFLXA	SBNGFLXA	Okeechobee	Sebring	\$	241.19	\$	5,877.04
OKLWFLXA	LSBGFLXA	Oklawaha	Leesburg Silver Springs	\$	172.24	\$	3,069.81
OKLWFLXA	SVSSFLXA	Oklawaha	Shores	\$	74.53	\$	1,210.29
PTCTFLXA	PNGRFLXA	Port Charlotte	Punta Gorda	\$	241.19	\$	5,877.04
SBNGFLXA	SLHLFLXA	Sebring	Spring Lake	\$	241.19	\$	5,877.04
STCDFLXA	WNPKFLXA	St. Cloud	Winter Park	\$	121.19	\$	2,516.90
TLHSFLXA	MDSNFLXA	Tallahassee	Madison	\$	331.16	\$	12,888.46
TLHSFLXA	TLHSFLXA	Tallahassee	Tallahassee	\$	79.86		ICB
TLHSFLXC	TLHSFLXA	Tallahassee-Mabry	Calhoun		ICB	\$	797.63
TLHSFLXB	TLHSFLXF	Tallahassee-Willis	Thomasville		ICB	\$	1,872.03
TLHSFLXB	TLHSFLXH	Tallahassee-Willis	Perkins Rd.		ICB	\$	797.63
WNPKFLXA	ALSPFLXA	Winter Park	Altamonte Springs	\$	70.89	\$	1,108.53
WNPKFLXA	APPKFLXA	Winter Park	Apopka	\$	70.89	\$	1,108.53
WNPKFLXA	GLRDFLXA	Winter Park	Goldenrod	\$	63.04	\$	888.72
WNPKFLXA	KSSMFLXA	Winter Park	Kissimmee	\$	121.19	\$	2,516.90
WNPKFLXA	KSSMFLXB	Winter Park	Kissimmee/West	\$	121.19	\$	2,516.90
WNPKFLXA	LKBRFLXA	Winter Park	Lake Brantley	\$	70.89	\$	1,108.53
WNPKFLXA	MTLDFLXA	Winter Park	Maitland	\$	70.89	\$	1,108.53
WNPKFLXA	WNPKFLXE	Winter Park	Winter Park	\$	71.95	\$	1,178.36
WNPKFLXA	KNVLFLXA	Winter Park	Kenansville	\$	283.26	\$	5,973.71
WNPKFLXA	ORLDFLXA	Winter Park	Orlando*	\$	39.44	\$	666.20

Physical and Virtual Collocation Elements	NRC	MRC
Application Fees		
New Collocation - Application Fee	\$ 2,758.17	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,700.28	N/A
Minor Augment Fee	\$ 801.43	N/A
Minor Augment - Administrative & Project Management Fee	\$ 715.30	N/A
Minor Augment - Transmission Engineering Fee	\$ 569.49	N/A
Major Augment Fee	\$ 1,613.29	N/A
Major Augment - Administrative & Project Management Fee	\$ 1,843.66	N/A
Major Augment - Transmission Engineering Fee	\$ 1,672.88	N/A
Space Report (per wire center)	\$ 857.94	N/A
Security Cage Construction		
Security Cage - Engineering	\$ 688.54	N/A
Security Cage - Construction (Cost per Linear Foot)	\$ 48.68	N/A
Floor Space		
Floor Space (Per Square Foot)	N/A	\$ 9.65
DC Power		
Power Costs - Per Load Ampere Ordered	N/A	\$ 16.14
Power Costs - Connection to Power Plant up to 30 Amps	\$ 1,650.12	\$ 23.38
Power Costs - Connection to Power Plant 35-60 Amps	\$ 2,707.34	\$ 37.05
Power Costs - Connection to Power Plant 70-100 Amps	\$ 8,784.79	\$111.25
Add Per Foot Over 110 Linear Feet	\$ 169.09	\$ 2.05
Power Costs - Connection to Power Plant 125-200 Amps	\$19,320.65	\$241.48
Add Per Foot Over 110 Linear Feet	\$ 319.53	\$ 3.88
AC Power		
Cost per AC Outlet Installation (per outlet 20 amps)	\$ 1,106.54	N/A
Cost per Set of Overhead Lights	\$ 1,620.53	N/A
Cross Connect Facilities		
DS0 Switchboard Cable Per 100-Pr	N/A	\$ 30.11
DS0 Co-Carrier Switchboard Cable Per 100 Pr.	\$ 697.42	\$ 7.68
DS1 Cross Connect (Per 28 DS1s)	N/A	\$ 42.01
DS1 Co-Carrier Cross Connect (Per 28 DS1s)	\$ 630.65	\$ 8.34
DS3 Cross Connect (Per 12 DS3s)	N/A	\$210.55
DS3 Co-Carrier Cross Connect (Per 12 DS3s)	\$ 1,967.92	\$ 18.41
Optical Cross-Connect Per 4 Fibers	N/A	\$ 16.18
Optical Cross-Connect Co-Carrier Per 4 Fibers	\$ 238.75	\$ 10.26
Internal Cable Space - Per 48 Fiber Cable	N/A	\$ 31.97
Internal Cable Space - Per 100 Pr Copper Stub Cable	N/A	\$ 21.27
Internal Cable - 48 Fiber	\$ 1,074.69	\$ 40.70
Internal Cable - Per 100-Pr Copper Stub Cable	\$ 185.30	\$ 43.56

Physical and Virtual Collocation Elements(continued)	NRC	MRC
Security Card		
Security Card - Per Card	\$ 15.00	N/A
Additional Labor Charges (Physical or Virtual)		
Additional Labor 1/4 hour CO Technician - Regular	\$ 17.48	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 26.22	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 34.96	N/A
Additional Labor 1/4 hour CO Engineer	\$ 15.66	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 14.55	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 21.83	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 29.10	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 12.28	N/A
Adjacent Onsite Collocation	NRC	MRC
All elements	ICB	ICB
Remote Terminal Collocation	NRC	MRC
All elements	ICB	ICB

Right of Way Rates

Pole Attachment:

2003	\$ 8.41	per pole per year
2004	\$ 9.81	per pole per year
2005	\$ 11.21	per pole per year

Conduct Availability:

1/2 Duct Space	\$ 0.82	per foot per year
Inter Duct (4)	\$ 1.64	per foot per year
Single Inner Duct	\$ 0.41	per foot per year