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May 29, 2003

030469-TP

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

RECEIVED FPSC
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COMMISSION
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Re: Sprint-Florida, Incorporated's Petition for Arbitration with XO
Florida, Inc.

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint are the original and 15 copies of Sprint-Florida,
Incorporated's Petition for Arbitration with XO Florida, Inc.

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,

Susan S. Masterton

Susan S. Masterton

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition of Sprint – Florida, Incorporated)
for arbitration of an Interconnection)
Agreement with XO Florida, Inc.)
pursuant to Section 252 of the)
Telecommunications Act of 1996.)

Docket No. 030469-TP

PETITION FOR ARBITRATION

Pursuant to Section 252 of the Telecommunications Act of 1996, (47 U.S.C. § 151 *et seq.*) (the “Act”) Sprint-Florida, Incorporated (“Sprint”) petitions the Florida Public Service Commission (“Commission”) to arbitrate certain unresolved issues associated with negotiations for an Interconnection and Resale Agreement between Sprint and XO Florida, Inc.(“XO”) (the “Agreement”).

THE PARTIES

Sprint, is an incumbent local telephone company certified to provide service within certain portions of the State of Florida.

Communications regarding this filing should be directed to:

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XO is a competitive local exchange company certified to provide telecommunications services in the State of Florida.

Sprint's primary contact during negotiations has been:

Karen Potkul, Esq.
XO Communications
1924 Deere Avenue
Santa Ana, CA 92705
karen.potkul@xo.com

XO's contact information, as listed on the Florida Public Service Commission website, is:

Dana Shafer
VP, Regulatory Counsel
XO Florida, Inc.
105 Molloy Street, Suite 200
Nashville, TN 37201
dshaffer@xo.com

JURISDICTION

Under Section 252(b)(1) of the Act, any party to a negotiation may request arbitration by filing a petition with the Commission at any time during the period from the 135th day to the 160th day (inclusive) after the date of the competitive local exchange carrier's request for negotiation with the incumbent local exchange carrier. As set forth in XO's letter, Day One of the negotiation was deemed to be December 20, 2002. (See Attachment A). Thus, either Party to this negotiation may request arbitration from May 4, 2003 until May 29, 2003. Accordingly, this arbitration petition is timely filed under the Act.

This arbitration is governed by the standards established in 47 U.S.C. §§251 and 252, the effective rules issued by the Federal Communications Commissions (“FCC”) in its *Local Competition Order*,¹ and other relevant rules and orders adopted by the FCC and this Commission in implementing the statutory sections identified above.

In fulfilling its obligation under 47 U.S.C. §252(c), this Commission must resolve open issues by arbitration to:

- (1) ensure that such resolution and conditions meet the requirements of section 251 of this title, including the regulations prescribed by the Commission pursuant to section 251 of this title;
- (2) establish any rates for interconnection, services, or network elements according to subsection (d) of this section; and
- (3) provide a schedule for implementation of the terms and conditions by the parties to the agreement.

Section 252(b)(4)(c) of the Act requires that the Commission conclude this arbitration by resolving each issue set forth in the Petition in accordance with the above standards within nine months after Sprint received XO’s request for interconnection. Thereafter, the Parties must file an agreement that conforms with the Commission’s arbitration decision.

BACKGROUND

On October 1, 2000, Sprint entered into the Master Interconnection and Resale Agreement for the State of Florida with XO (the “2000 Interconnection Agreement”). The 2000 Interconnection Agreement was approved by the Commission on March 12,

¹ *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, FCC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499 (1996) (hereinafter the “*Local Competition Order*”).

2001 in Order No. PSC-01-0590-FOF-TP, Docket No. 001771-TP. The 2000 Interconnection Agreement was effective for two years and expired on October 1, 2002.²

On April 3, 2002, Sprint sent XO a letter stating that it was canceling the agreement upon its expiration on October 1, 2002. At the same time, Sprint gave XO the opportunity to negotiate a new contract. In addition, Sprint advised XO of its right under Section 252(i) of the Telecommunications Act to adopt another effective interconnection agreement in Florida pending execution of a new negotiated agreement with Sprint.

On May 13, 2002, Sprint sent XO a copy of Sprint's standard agreement and state-specific pricing. On May 14, 2002, at XO's request, Sprint sent electronic copies of the documents Sprint sent the day before. On September 12, 2002, XO submitted written request for negotiation of a new Interconnection and Resale Agreement. (See Attachment A, including extension letter). XO also sent Sprint a redlined version of the Replacement Agreement, excluding collocation.

Sprint has negotiated in good faith in accordance with Section 251(c)(1) of the Act to establish rates, terms and conditions for interconnection and associated arrangements. Since negotiations were initiated, Sprint and XO have engaged in numerous conference calls. Sprint and XO have also exchanged correspondence relating to the issues under negotiations. To date, Sprint and XO have been unable to conclude a comprehensive agreement through negotiations as contemplated by Section 252 of the Act.

² Although the 2000 Interconnection Agreement expired, Sprint agreed to continue to provide services under the terms, conditions and rates of the expired agreement, as amended by the parties, until a new agreement was executed.

ISSUES TO BE RESOLVED

The issues described below have not been resolved between the parties. The list of disputed issues (as well as issues that have been resolved) are contained in the issues matrix. *See* Attachment B. The agreed to language and the language proposed by each party on the disputed issues is included in the attached agreement. *See* Attachments C and D. Sprint's proposed language is shown in **Bold** and double-underlined text, while XO's proposed language is shown in **Bold** and single-underlined text.

ARBITRATION ISSUE 1

Definition of Non-Standard Non-Voice Grade Loop (Part A, Section 1.59)

What should be included in the definition of non-standard, non-voice grade loop?

XO requested the addition of a definition for "Non-Standard Non-Voice Grade Loop." Sprint objects to portions XO's definition that implies that such loops include conditioning. The FCC has determined that to the extent loop conditioning is performed, the CLEC is responsible for the costs of such conditioning. *See* First Report and Order, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, (rel. August 8, 1996, FCC 96-325, para. 382) and Third Report and Order and Fourth Notice of Proposed Rulemaking, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98 (rel. November 9, 1999, FCC 99-238, paras. 192-193). *See also* 47 C.F.R. §51.319(a)(3)(ii) and §51.319(a)(3)(iii). XO's proposed definition implies that a Non-Standard Non-Voice Grade Loop is already conditioned (i.e. equipment such as load coils, bridge taps, or range extenders is removed) by Sprint and that such conditioning is included in the non-recurring and or

monthly recurring loop charges. This is not the case. The ability to apply loop conditioning charges are separate and distinct from the loop charges and are based on the activity actually performed, therefore, Sprint's definition is accurate and should be adopted.

ARBITRATION ISSUE 2
Post Termination Service
(Part B, Section 5.1.3)

Under what limited circumstances should XO be allowed to continue to operate under an expired agreement?

XO requested modifications to the Post-Expiration service language, specifically by deleting the requirement that XO notify Sprint to initiate negotiations at least 160 days prior to expiration of the agreement. XO also deleted language that would allow Sprint to substitute an effective agreement if XO failed to execute a new agreement and the existing agreement expired.

Sprint's proposed standard language ensures that the parties will initiate and complete negotiations in a timely manner and is intended to avoid the parties operating for an extended period of time under an expired agreement. Interconnection, UNEs and services provided under the terms, conditions and rates in the agreement are constantly being revised by modifications to governing law, rules and regulation and improvements in Sprint's processes, in some instances due to modifications to industry standards. If agreement terms and conditions do not specify a method to put in place an updated agreement, both parties may be locked into continuing to operate under an agreement that does not provide for appropriate terms and conditions to reflect the updated services and processes. Sprint is willing to agree to language that would only require XO to initiate negotiations at any time prior to the expiration of the agreement.

ARBITRATION ISSUE 3

Security Deposit (Part B, Section 6.5 and Part C, Section 39)

Should Sprint be allowed to collect a security deposit if XO's credit history is unsatisfactory?

XO proposes deleting the reference to the security deposit requirements and the security deposit provisions. Sprint wishes to retain the security deposit requirement. Section 6.5 is a reference to the security deposit requirements that are fully set forth in Part C, Section 39.

In response to XO deletion of the language, Sprint proposed using the security deposit language agreed to by the Parties in their interconnection agreement for Ohio. XO then proposed additional changes to make the security deposit language mutual. Sprint is willing to agree to the same language the companies agreed to for Ohio, which is Sprint's standard security deposit language modified to include the payment of interest. If XO maintains a satisfactory payment history with Sprint over twelve months, then under the deposit language XO is not required to pay a deposit. Further, although XO's recent emergence from Chapter 11 bankruptcy may signal a more solid financial position, sufficient time has not passed to establish a satisfactory payment history. The security deposit language is standard for all Sprint interconnection agreements and all CLECs are subject to submitting a deposit based on their payment history.

ARBITRATION ISSUE 4
Intellectual Property
(Part B, Section 7)

What are the party's rights and obligations regarding intellectual property rights for UNEs?

XO proposed modifications to Section 7 primarily regarding XO's ability to obtain information regarding the vendor for the applicable UNE in order to obtain intellectual property rights in the event Sprint is unable to obtain such rights for XO.

Sprint's language is consistent with the FCC's findings in Docket No. 96-98. The FCC has addressed the obligations for CLECs and ILECs as to intellectual property in 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*. Sprint's standard language is consistent with the requirements set forth by the FCC in its order. However, Sprint has informed XO that Sprint is willing to accept XO's proposed changes set forth above. Should XO provide confirmation that Sprint's acceptance of the changes closes the issue, then the issue may be withdrawn from the arbitration.

ARBITRATION ISSUE 5
Indemnification
(Part B, Section 10)

What language should be included for indemnification?

XO proposed deleting a portion of Sprint's standard indemnification language and replacing the language with certain sections from the 2000 Interconnection Agreement. However, Sprint has significantly modified the indemnification language since then. In addition, the language proposed by XO does not take into consideration additional language contained in the 2000 Interconnection Agreement that XO did not propose

inserting into the new agreement, and as a result XO's proposed language does not address certain issues regarding third party claims.

Sprint is willing to include XO's proposed language in addition to Sprint's standard language, but not in place of Sprint's language deleted by XO. Alternatively, Sprint is willing to agree that the entire indemnification section from the 2000 Interconnection Agreement may be used in place of the indemnification section in the proposed agreement.

ARBITRATION ISSUE 6
Confidentiality and Publicity
(Part B, Sections 13.7 and 13.8)

Should the parties obtain consent from the other party prior to referencing the agreement in any press release?

XO proposed language to replace the existing sections regarding publicity, specifically the language requiring both parties to obtain the other parties consent before referencing the agreement in any press release. Sprint wishes to delete XO's proposed language and retain the language in Sprint's standard agreement. If this Agreement or the subject matter of the Agreement is part of a Commission, FCC, legislative or judicial proceeding, Sprint prefers that the parties address the matter before the appropriate body and not attempt to try the case in the media. It is not Sprint's intent to limit what XO may say or pursue before any body of appropriate jurisdiction and, to this point, Sprint is willing to add the language that clarifies that the parties may discuss in the agreement in the context of any Commission, FCC or judicial proceeding in which the agreement or the subject matter of this agreement is at issue, subject to the confidentiality provisions of the agreement.

ARBITRATION ISSUE 7
Governing Law
(Part B, Section 15.1)

When should the Act be used to interpret provisions voluntarily negotiated by the parties?

XO modified Sprint's standard language to require that the agreement be governed and construed in accordance with the Act in the event of a conflict between the provisions of this Agreement and the Act. Sprint rejected XO's proposed addition. The Act provides that the Parties may negotiate and enter into an agreement "without regard to the standards set forth in subsections (b) and (c) of section 251." 47 U.S.C. 252(a)(1). XO's proposed additional language would invite arguments regarding whether the agreement differed from the Act. The Parties are both familiar with the Act and related law and to the extent the interconnection agreement reflects language negotiated by the parties this provision should not render meaningless the Parties agreement if such agreement is not consistent with Act. Sprint is willing to add that in the event any provision of the agreement is found to be ambiguous that such provision should be interpreted consistent with any applicable rules.³

ARBITRATION ISSUE 8
Implementation
(Part B, Section 31)

Should the issues included in implementation plan and addressed by the implementation team be detailed in the agreement?

XO deleted the majority of Section 31 as initially proposed by Sprint. Sprint proposed new language to replace section 31.1 that is now part of Sprint's standard interconnection agreement. Although Sprint recognizes the Parties have been doing business for several years and some specific language regarding implementation may no

longer be applicable, the agreement contains ongoing obligations that may require joint meetings to address further implementation issues. Sprint's revised language recognizes the ongoing nature of the rights and obligations under the agreement and the ongoing need to resolve implementation-related issues in an organized and cohesive manner.

ARBITRATION ISSUE 9

Use of Facilities (Part C, Section 34)

When can Sprint disconnect facilities to provision new service orders to the same customer?

XO proposed deleting most of section 34, which relates to the disconnection of existing service so that new service can be provided to the same customer. Sprint's position is to keep Sprint's proposed language with certain modifications to clarify that the facilities will only be used to serve the same customer at the same location, and will not be disconnected if the new service request is for an additional line, not a replacement for existing service. Sprint believes its proposed additional language addresses XO's concerns regarding disconnection of service to a customer that XO is continuing to serve.

ARBITRATION ISSUE 10

Transmission of CPN (Part C, Section 37.7)

How should compensation for traffic transmitted without CPN be determined?

XO deleted the subsection that requires the parties to provide CPN on at least 90% of their traffic in order to jurisdictionalize the traffic for compensation purposes. The intent of this language is to ensure that carriers send CPN on calls so that the terminating party can review the jurisdiction of the calls and verify whether reciprocal compensation, intraLATA access or interLATA access applies. This protects Sprint from

³ Applicable Rules is a defined term in Part B, Section 3.1.

carriers that delete the CPN in order to mask the jurisdiction and thus pay inappropriate (*i.e.* lower) intercarrier compensation rates.

ARBITRATION ISSUE 11
Construction of UNEs
(Part E, Sections 43.4, 46.4.3, 46.5.4 and 59.3.3)

Under applicable law, is Sprint obligated to construct UNEs for XO's use?

XO proposed language that would obligate Sprint to construct UNEs for XO's use on the same basis as construction for retail services. An ILEC is only obligated to unbundle its existing network. The FCC has recognized that the ILEC does not have an obligation to construct for CLECs. They specifically found that the ILEC has no obligation to construct transport facilities. *See In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, rel. Nov. 5, 1999, para. 324. In addition, in the Verizon-Virginia arbitration order it states that "that the Act does not require [Verizon] to construct network elements, including dark fiber, for the sole purpose of unbundling those elements for AT&T or other carriers."⁴

ILECs have no obligation to provide UNEs on the same basis as tariffed services. Distinctions between access services and UNEs have been maintained by the FCC. For example the local usage restriction that the FCC imposed on EELs in the Supplemental Order Clarification CC 96-98 expressing concern over the unrestricted use of network elements and the impact on access charges.⁵ Furthermore, pricing for similar intrastate services regulated by the Commission in Sprint's General Exchange Tariff allows for differences with their access and network element counterparts. Any argument claiming

⁴ *In the Matter of the Petitions of WorldCom, Inc., Cox Virginia Telecom, Inc. and AT&T Communications of Virginia Inc.*, CC Dockets No. 00-218, 00-249 and 00-251, rel. July 17, 2002 at para. 468.

that access services and network elements should be priced the same could naturally be extended to those local services also. Therefore Sprint is only obligated to provide existing network elements as UNEs and is not obligated to construct UNEs on behalf of CLECs.

Sprint will, however, agree to language that provides that Sprint will construct UNEs for CLECs to the extent and subject to the same construction charges that would apply for Sprint's special access service provided pursuant to Sprint's tariff. XO would be required to submit a request for facilities which in turn allows Sprint to review and respond to a request to construct when facilities and/ or equipment necessary to provide the UNE requested by XO do not exist. Sprint would apply the special construction charges consistent with the application of such charges for special access provided under Sprint's tariffs.

ARBITRATION ISSUE 12
Loop Conditioning
(Part E, Section 46.2)

Should loop conditioning charges apply to DS1 loops?

XO proposed language regarding loop conditioning charges for DS1 loops. XO's proposal, however, is based on a Nevada specific stipulation.⁶ Sprint disagrees that this Nevada stipulation is applicable in Florida and rejects XO's proposed language. The Stipulation referenced by XO only pertains to Nevada, is based on unique circumstances not applicable in Florida and is, therefore, not relevant in Florida. Further, Sprint is permitted under applicable law to assess and collect charges for loop conditioning. *See* Third Report and Order and Fourth Further Notice of Proposed Rulemaking, Docket No.

⁵ Supplemental Order Clarification CC 96-98, ¶ 7

96-98, rel. November 5, 1999 (“under our rules, the incumbent should be able to charge for conditioning such loops.” para. 193). *See also* 47 C.F.R. §51.319(a)(3)(ii) and §51.319(a)(3)(iii). The language proposed by XO should be deleted and Sprint’s standard language should be adopted.

ARBITRATION ISSUE 13
Cooperative Testing
(Part E, Section 46.3.2)

Should Sprint be allowed to apply cooperative testing charges when Sprint is ready to test and XO is not available?

XO proposed modification to Sprint’s standard language would require Sprint to attempt to notify XO for 30 minutes before abandoning testing and would not allow Sprint to charge XO for Sprint’s time when Sprint was available to conduct the test and XO was not.

Sprint’s language provides that Sprint will contact XO at the time of installation and will only abandon the test if XO does not respond. XO should have a telephone number that is answered during normal business hours. Sprint expects that XO will answer Sprint’s call and respond to allow the parties to go forward with the cooperative test. Sprint should be entitled to charge for making its technician available for the cooperative test even when XO fails to respond. Sprint clarified that this language only applies when XO orders Sprint’s cooperative testing product and not to the coordinated cut over or “hot cut” process.

⁶ Stipulation submitted to the Nevada Commission on August 13, 2002, and approved on September 12, 2002 in Docket Nos. 02-1039/ and 01-1049/01-3001.

ARBITRATION ISSUE 14
Tag and Label Service
(Part E, Sections 46.9 and 46.10)

Can Sprint charge for tag and label service when such service is requested by XO?

XO proposed deleting the language that defines the tag and label service Sprint offers to provide. Sprint's language describing the tag and label service Sprint offers should be adopted. This service is not addressed elsewhere in the agreement and to the extent XO requests tag and label for loops, this section should be included. The rates for tag and label service were approved by the Commission in Docket No. 990649B-TP and are included in the Sprint proposed price sheet.

ARBITRATION ISSUE 15
Audit of EELs local usage
(Part E, Section 59.5.2.4)

What are Sprint's rights to audit XO's local usage to ensure compliance with the FCC's local usage criteria?

XO revised Sprint's language that allows Sprint to audit usage over EELs provided to XO to ensure compliance with the FCC's local usage criteria.⁷ Given the ongoing dispute between the Parties regarding Sprint's right to audit XO's compliance with the local usage requirements for EELs, Sprint believes its language is necessary to clarify Sprint's audit rights and the audit process.

⁷FCC's Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 00-183, Supplemental Order Clarification (June 2, 2000) ("Supplemental Order Clarification"). The *Supplemental Order* and the *Clarification Order* were recently affirmed by the United States Court of Appeals for the D.C. Circuit. *Competitive Telecommunications Association v. FCC*, Case No. 00-1272, *slip op.* (D.C. Cir., October 25, 2002)

ARBITRATION ISSUE 16
Interconnection obligations
(Part E, Section 61)

What are the parties' rights and obligations, including financial obligations, as to interconnection facilities, including meet point interconnection?

XO proposed new language to address each party's financial responsibility for interconnection facilities, including financial responsibilities in a meet point arrangement. Sprint's language provides a more detailed explanation of each party's financial obligation and specific circumstances for when XO can charge Sprint for the interconnection facility, including the rates that apply. In addition, Sprint's billing process does not allow Sprint to credit XO for Sprint's proportional share and only bill XO's portion as proposed in XO's language.

ARBITRATION ISSUE 17
Reciprocal Compensation Elements
(Part F, Sections 61.2.1.3.2, 61.2.1.3.3 and 61.2.1.3.5)

How should the appropriate elements for reciprocal compensation be defined?

Sprint's proposed language is consistent with how Sprint defines the applicable rate elements for reciprocal compensation. The language proposed by XO and deleted by Sprint is duplicative of the language in Section 37, it may introduce inconsistency within the agreement and is unnecessary. In addition, the parties have agreed that XO is entitled to tandem switching rates and agreed to include language specifying that Sprint will pay XO for tandem switching (for traffic below the 3:1 ratio). However, Sprint believes the language specifying the criteria used to determine whether an ALEC's switch, including XO's switch, serves an area comparable to Sprint's tandem should be included in the agreement. *See* 47 C.F.R. 51.711(a)(3) and Docket No. 000075-TP ("Generic Reciprocal

Compensation Docket”), Order No. PSC-02-1248-FOF-TP, dated September 10, 2002.

Other carriers may opt into this agreement and the criteria should be specified.

ARBITRATION ISSUE 18

Virtual NXX

(Part F, Section 61)

What intercarrier compensation should apply to virtual NXX traffic?

The Commission addressed virtual NXX traffic compensation in the Generic Reciprocal Compensation docket. In Order No. PSC-02-1248-FOF-TP, the Commission stated that “virtual NXX calls that terminate outside of the local calling area associated with the rate center to which the NPA/NXX is homed are not local calls, and therefore carriers are not obligated to pay reciprocal compensation.” (Issue V). Sprint’s proposed language is consistent with the Commission’s decision. XO’s proposed language is not.

ARBITRATION ISSUE 19

Phone-to-phone Voice over IP traffic

(Part F, Section 61)

What is the appropriate intercarrier compensation for phone-to-phone traffic exchanged between the parties and transmitted in whole or in part over internet protocol?

Sprint’s proposed language to address phone-to-phone voice over internet protocol services seeks to close a loophole being used by various carriers to avoid payment of access charges. XO objects to the language proposed by Sprint.

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, thus 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*"⁸ 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.*"⁹ The Commission clearly stated that it has the authority to resolve intercarrier compensation issues involving IP telephony.¹⁰

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 compensation.¹¹ In prior proceedings, the Commission has declined to act on the basis that VOIP is an emerging technology with limited market application.¹² Sprint does not believe that either of these two criteria (emerging technology and limited market

⁸ Generic Reciprocal Compensation Order at page 38

⁹ Generic Reciprocal Compensation Order page 38

¹⁰ 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.

¹¹ 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.

¹² Generic Reciprocal Compensation Order at page 37.

application) is applicable to phone-to-phone IP telephony in the context of this arbitration.

ARBITRATION ISSUE 20
PLU Obligations
(Part F, Section 65.3)

When should a default PLU be provided for billing purposes?

Sprint requires that each party provide the other party a PLU for billing purposes. Either party may use CPN information to bill the other party. However, the parties should provide a default PLU if CPN is not provided and actual records cannot be used to calculate the billing. Sprint's proposed language is consistent with Sprint's processes and ordering format. XO objects to Sprint's proposed language.

ARBITRATION ISSUE 21
Transit Traffic limitations
(Part F, Section 66.2.3)

Should a direct connection be required when transit traffic volumes reach a DS1 equivalent?

Sprint proposed language requires the parties to establish a direct connection once transit traffic volumes between the parties exceed a DS1 equivalent of traffic. Once the traffic volume between XO and a third party exceeds a DS1 volume of traffic, Sprint believes it is reasonable to require that XO establish a direct connection with the third party rather than potentially burdening Sprint's tandem with the additional volume of traffic. Based on discussions, Sprint believes XO agrees with the proposed language but does not have confirmation of XO's position. To the extent that XO does agree with Sprint's proposed language, this issue may be withdrawn from the arbitration.

ARBITRATION ISSUE 22
Indirect Traffic limitations
(Part F, Section 67)

Should a direct connection be required when indirect traffic volumes reach a DS1 equivalent?

Sprint proposed language that requires an ALEC to seek to establish a direct interconnection when indirect traffic volumes reach a DS1 equivalent. Consistent with Sprint's position for transit traffic, Sprint believes that the parties should establish a direct connection if the volume of traffic exceeds a DS1. Based on discussions between the parties, Sprint believes XO agrees with the proposed language, but Sprint does not have confirmation of XO's position. To the extent that XO does agree with Sprint's proposed language, this issue may be withdrawn from the arbitration.

ARBITRATION ISSUE 23
Testing for LNP
(Part H, Section 74.3)

Should XO be responsible for cost incurred for LNP testing?

XO deleted Sprint's standard language that requires the ALEC to compensate Sprint for LNP testing. Sprint incurs the cost for testing prior to the FCC activation date. If XO requires testing after that, it should be at XO's expense.

ARBITRATION ISSUE 24
LOA requirements
(Part H, Section 79.11.2.3-79.11.2.6)

What process should apply if XO accesses CPNI from Sprint without proper authorization from the end-user?

XO modified Sprint's standard language regarding Sprint's process to verify LOAs when Sprint determined that XO is accessing CPNI without an appropriate LOA. This section addresses the process that applies when an ALEC is accessing CPNI from

Sprint without having obtained the proper authorization from the end user. Should Sprint discover that XO is violating the agreement and Applicable Rules, Sprint should have the right to act upon that information until XO demonstrates it has corrected its processes.

ARBITRATION ISSUE 25
Collocation

What terms and conditions for collocation should be included in the agreement?

Just eight days before the 160th day, XO provided Sprint with its redlined changes to an outdated version of the collocation agreement. XO, which initially agreed to review Sprint's updated collocation agreement, redlined the old agreement rather than the current version provided by Sprint. Sprint asks that the Commission adopt Sprint's proposed collocation agreement in its entirety, as set forth in the attached agreement. *See* Attachment D.

ISSUES DISCUSSED AND RESOLVED BY THE PARTIES

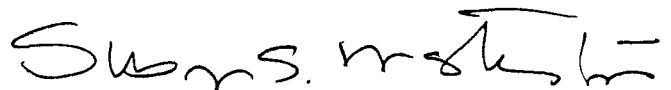
Sprint and XO have reached agreement on numerous issues, as reflected in the issues matrix provided as Attachment B and in the undisputed language reflected in the draft of the interconnection agreement provided as Attachment C. In addition, Sprint and XO are continuing to negotiate issues and will inform the Commission to the extent any of the issues identified in this Petition as disputed issues are subsequently resolved.

CONCLUSION

Sprint respectfully requests that the Commission: (i) use such procedures as are necessary to arbitrate and resolve the issues specified herein, as required by federal law and Commission rules; (ii) approve Sprint's proposed contract language, as set forth in the Agreement attached hereto as Attachment C; (iii) reject XO's proposed contract language and any proposals to omit the language recommended by Sprint as set forth

above; (iv) direct Sprint and XO to file an Agreement in compliance with the Commission's decision within thirty (30) days after issuance of a decision in this proceeding; and (vi) grant such other relief as may be just and proper.

Respectfully submitted this 29th day of May 2003.



SUSAN S. MASTERTON

Sprint
P.O. Box 2214
Tallahassee, FL 32316-2214
(850) 599-1560
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AND

KENNETH A. SCHIFMAN

General Attorney
Sprint
6450 Sprint Parkway
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(913) 315-9783
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ATTORNEYS FOR SPRINT

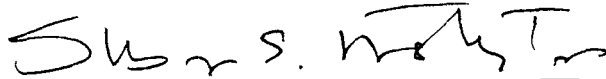
CERTIFICATE OF SERVICE
DOCKET NO. _____

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Electronic mail & Overnight mail or by Hand delivery* this 29th day of May, 2003 to the following:

Florida Public Service Commission*
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Dana Shaffer, VP Regional
Regulatory Counsel
XO Florida, Inc.
105 Molloy Street, Suite 200
Nashville, TN 37201-2315
dshaffer@xo.com

Karen M. Potkul, Esq.
XO Communications, Inc.
1924 Deer Avenue
Santa Ana, CA 92705
Karen.potkul@xo.com



Susan S. Masterton

XO Communications



One Front Street
Suite 1850
San Francisco, CA 94111
USA

April 15, 2003

VIA FACSIMILE

John Clayton
Director, Wholesale Markets
Sprint
6480 Sprint Parkway
Overland Park, KS 66251

Re: Date on which Sprint received XO's request for negotiations under the Act

Dear Mr. Clayton:

The purpose of this letter is to confirm our agreement as to the date on which Sprint received XO's request for negotiations of an interconnection agreement pursuant to Section 252 of the Communications Act of 1934 ("Act") for the states of Florida, Nevada, and New Jersey.

Although Sprint and XO had been engaged in negotiations to replace their Master Interconnection and Resale Agreements for those states dated October 1, 2000, pursuant to Part B, Section 4.1, of those Agreements prior to October 1, 2002, Sprint and XO agree that for purposes of Section 252 of the Act, Sprint received XO's request for negotiations on December 20, 2002. Based on that date, the 135th day (the opening of the arbitration window) will fall on May 4, 2003, and the 160th day (closing of the window) will fall on May 29, 2003.

Please indicate your agreement with the foregoing by signing in the space provided below and return either the original or a copy to my attention. Thank you for your cooperation.

Very truly yours,

Karen M. Potkul

Agreed to by Sprint

By:

John Clayton
Director, Wholesale Markets



March 13, 2003

XO Communications

1633 Westlake Avenue North
Suite 200
Seattle, WA 98109
USA

VIA E-MAIL, FACSIMILE & REGULAR MAIL

John W. Clayton
Director, Wholesale Services
Sprint
6480 Sprint Parkway
Overland Park, KS 66251

Re: Date on which Sprint received XO's request for negotiations under the Act

Dear Mr. Clayton:

The purpose of this letter is to confirm our agreement as to the date on which Sprint received XO's request for negotiations of an interconnection agreement pursuant to Section 252 of the Communications Act of 1934 ("Act") for the states of Florida, Nevada, and New Jersey.

Although Sprint and XO had been engaged in negotiations to replace their Master Interconnection and Resale Agreements for those states dated October 1, 2000, pursuant to Part B, Section 4.1, of those Agreements prior to October 1, 2002, Sprint and XO agree that for purposes of Section 252 of the Act, Sprint received XO's request for negotiations on October 29, 2002. Based on that date, the 135th day (the opening of the arbitration window) will fall on March 13, 2003, and the 160th day (closing of the window) will fall on April 7, 2003.

Please indicate your agreement with the foregoing by signing in the space provided below and return either the original or a copy to my attention. Thank you for your cooperation.

Very truly yours,

Handwritten signature of Alaine Miller in black ink.

Alaine Miller
Vice-President, Regulatory and Public Policy
XO Communications, Inc.

Agreed to by Sprint

By: _____

Handwritten signature of John Clayton in black ink.
John Clayton
Director, Wholesale Services

cc: Karen Potkul
Greg Kopta



XO Communications

1924 Deere Avenue
Santa Ana, CA 92705
USA

March 6, 2003

VIA FACSIMILE

William E. Cheek
President, Wholesale Markets
Sprint
6480 Sprint Parkway
Overland Park, KS 66251

Re: Date on which Sprint received XO's request for negotiations under the Act

Dear Mr. Cheek:

The purpose of this letter is to confirm our agreement as to the date on which Sprint received XO's request for negotiations of an interconnection agreement pursuant to Section 252 of the Communications Act of 1934 ("Act") for the states of Florida, Nevada, and New Jersey.

Although Sprint and XO had been engaged in negotiations to replace their Master Interconnection and Resale Agreements for those states dated October 1, 2000, pursuant to Part B, Section 4.1, of those Agreements prior to October 1, 2002, Sprint and XO agree that for purposes of Section 252 of the Act, Sprint received XO's request for negotiations on October 8, 2002. Based on that date, the 135th day (the opening of the arbitration window) will fall on February 20, 2003, and the 160th day (closing of the window) will fall on March 17, 2003.

Please indicate your agreement with the foregoing by signing in the space provided below and return either the original or a copy to my attention. Thank you for your cooperation.

Very truly yours,

Agreed to by Sprint

By:
William E. Cheek
President, Wholesale Markets

XO Negotiation Action Register Matrix

Agreement: Interconnection and Resale
 State: FL

Part A

	Section	Status	XO Position	Sprint Position
1	1.6	Closed	XO wants to add the following definition of ASR: <u>"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 XO and Sprint for Local Interconnection.</u>	<u>Sprint agrees.</u>
2	1.16	Closed	XO wants to add the following definition for CPN: <u>"Calling Party Number (CPN)" is a CCS parameter which refers to the number transmitted through the network identifying the calling party.</u>	<u>Sprint agrees.</u>
3	1.18	Closed	XO wants to add the following definition for CLEC: <u>"Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.</u>	<u>Sprint agrees.</u>
4	1.19	Closed	XO wants to add the following definition for Charge Number: <u>"Competitive Local Exchange Carrier (CLEC)" means any entity or person authorized to provide local exchange services in competition with an ILEC.</u>	<u>Sprint agrees.</u>
5	1.34	Closed	XO wants to delete the definition of DSLAM: <u>"DSLAM" refers to a Digital Subscriber Line Access Multiplexer.</u>	<u>Sprint agrees.</u>
6	1.37	Closed	XO wants to add the definition of EEL: <u>"Enhanced Extended Link (EEL)" for purposes of this Agreement refers to a combination of unbundled network elements comprised of a NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.</u> <u>XO agrees.</u>	Sprint agrees with the following change: "Enhanced Extended Link (EEL)" for purposes of this Agreement refers to a combination of <u>existing</u> unbundled network elements comprised of a NID, loop,

XO Negotiation Action Register Matrix

Agreement:
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				transport and multiplexing (MUX) if necessary. in the Sprint Network.
7	0	Closed	<p>XO wants to add the definition of Environmental Hazard: <u>"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which:</u></p> <p>requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions); or poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.</p> <p>XO agrees.</p>	Definition is included in the collocation agreement.
8	1.50	Closed	<p>XO wants to replace Sprint's definition of Information Access Traffic with the following: <u>"Information Access Traffic," for the purposes of this Agreement, is as defined in the Federal Communications Commission's ("FCC") April 27, 2002 Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic Order on Remand and Report and Order ("Reciprocal Compensation Order").</u></p> <p>XO proposes the following:</p>	<p>Sprint proposes the following:</p> <p><u>"Information Access Traffic" is as defined in paragraph 44 of the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68. For the purposes of this Agreement, Information Access Traffic is traffic (excluding CMRS traffic) that is routed by a LEC to</u></p>

XO Negotiation Action Register Matrix

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			<p>"Information Access Traffic" is as defined in paragraph 44 of the FCC's <i>Order on Remand and Report and Order</i> in CC Docket Nos. 96-98 and 99-68. For the purposes of this Agreement, Information Access Traffic is traffic (excluding CMRS traffic) that is routed by a LEC to or from the facilities of a provider of information services, of which Internet Service Providers (ISPs) are a subset.</p> <p>XO proposes the following:</p> <p>"Information Access Traffic" is as defined in paragraph 44 of the FCC's <i>Order on Remand and Report and Order</i> in CC Docket Nos. 96-98 and 99-68. For the purposes of this Agreement, Information Access Traffic is traffic (excluding CMRS traffic) that is routed by a LEC to or from the facilities of a provider of information services, of which Internet Service Providers (ISPs) are a subset.</p>	<p><u>or from the facilities of a provider of information services, of which Internet Service Providers (ISPs) are a subset. 10/8</u></p> <p><u>Sprint agrees.</u></p>
9	1.56	Closed	<p>XO wants to make the following changes to the definition of Local Traffic:</p> <p>"Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any Information Access Traffic. Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the</p>	<p>Sprint proposes the following:</p> <p>"Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, <u>as defined by State commissions or, if not defined by State commissions, the defined as in the terminating carrier's existing tariffs</u> Neither Party waives its' rights to participate and fully present its'</p>

XO Negotiation Action Register Matrix

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			<p>compensation for Internet traffic.</p> <p>XO proposes the following:</p> <p><u>Boundaries of Sprint's local calling area are as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any Information Access Traffic.</u></p>	<p>respective positions in any proceeding dealing with the compensation for Internet traffic 10/8.</p> <p><u>Sprint agrees.</u></p>
10	1.60	Open	<p><u>XO wants to add the following definition:</u></p> <p><u>"Non-Standard Non-Voice Grade Loop" is a pair of twisted wires which exceeds 18,000 feet in length and does not contain line conditioning equipment such as load coils, bridge taps, or range extenders.</u></p>	<p><u>Sprint proposes the following:</u></p> <p><u>"Non-Standard Non-Voice Grade Loop" is a pair of twisted wires which exceeds 18,000 feet in length and does not contain line conditioning equipment such as load coils, bridge taps, or range extenders. 10/8.</u></p>
11	1.91	Closed	<p>XO wants to make the following changes to the definition of transit service:</p> <p>"Transit Service" means the delivery of Local or non-Local Traffic by Sprint or CLEC, that (a) originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network, <u>or originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party.</u></p>	<p><u>Sprint agrees.</u></p>
12	1.92	Closed	<p>XO wants to make the following change to the definition of Transit Traffic:</p> <p>"Transit Traffic" means Local or non-Local traffic that (a)</p>	<p><u>Sprint agrees.</u></p>

XO Negotiation Action Register Matrix

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			originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network, <u>or (b) originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.</u>	
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XO Negotiation Action Register Matrix

Agreement:
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Part B

	Section	Status	XO's Position	Sprint's Position
1	2.1	Close d	XO wants to delete the following: This Agreement, including Parts A through J,	<u>Sprint agrees.</u>
2	2.2	Close d	<p>XO wants to make the following changes: Sprint may <u>will not</u> discontinue any interconnection arrangement, Telecommunications Service <u>provided for resale hereunder without providing XO thirty (30) days prior written notice. In the event of a network change or upgrade that results in sprint discontinuing an interconnection arrangement,</u> or Network Element provided or required hereunder <u>Sprint shall not discontinue such interconnection arrangement or Network Element without providing XO not less than thirty (30) days prior written notice after providing CLEC reasonable notice as required by law.</u> Sprint agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service. <u>XO reserves the right to dispute such discontinuance of service under the Dispute Resolution provisions of the Agreement.</u></p> <p>XO wants not less than thirty days notice.</p>	<p>Sprint proposes:</p> <p>Sprint will provide notice of network changes and upgrades in accordance with § 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Sprint may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to <u>such</u> network changes or upgrades after providing XO notice as required by this section <u>and the Applicable Rules.</u> Sprint agrees to cooperate with XO and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service. <u>XO reserves the right to dispute such discontinuance of service under the Applicable Rules.</u></p>

XO Negotiation Action Register Matrix

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				<p>Sprint proposes:</p> <p>Sprint will provide notice of network changes and upgrades in accordance with § 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.</p> <p><u>Sprint agrees</u></p> <p><u>Sprint will provide notice of network changes and upgrades in accordance with § 51.325 through 51.335 of Title 47 of the Code of Federal Regulations and in any event not less than thirty (30) days notice.</u></p>
3	4.1	Closed	XO wants to insert, " <u>undisputed</u> " before past due obligations both times it appears in this subsection.	<u>Sprint agrees.</u>
4	4.2	Open	<u>Except as provided herein, Sprint and XO agree to provide service to each other on the terms of this Agreement for a period of two years three years from the Effective Date through and including _____ (the "End Date").</u>	<u>Sprint wants to keep two years, but will agree to extend 160 days under the post expiration.</u>
5	4.3	Closed	<u>XO wants to make the following changes:</u> <u>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</u>	<u>Sprint agrees.</u>

XO Negotiation Action Register Matrix

Agreement: Interconnection and Resale
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			<u>writing of the event of the alleged default and the defaulting Party does not remedy the alleged default or initiate proceedings under the Dispute Resolution provisions of this Agreement within sixty (60) days after written notice thereof of the alleged default.</u>	
6	4.4	Closed	<p>XO wants to make the following changes:</p> <p>Sprint may terminate this Agreement upon ten (10) days notice if XO is not exchanging traffic with Sprint or and has not submitted orders for services or unbundled network elements pursuant to this Agreement within 180 days of the Effective Date. In addition, Sprint reserves the right to <u>seek Commission approval to terminate this Agreement immediately upon notice from XO or the Commission that XO has ceased doing business in this state.</u> In addition to notice from XO, Sprint may utilize any publicly available information in concluding that XO is no longer doing business in this state, and immediately terminate this Agreement</p>	<p>Sprint agrees to add "and":</p> <p>XO will propose new language.</p> <p><u>Sprint agrees</u></p>
7	4.6	Closed	<p>XO wants to make the following changes:</p> <p>Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon upon</p>	<u>Sprint agrees.</u>

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			<p><u>closure of the sale or trade after providing XO with not less than sixty (60) days prior written notice. Sprint will try to provide notice to XO of the sale or trade, if possible, and will abide by the Commission's order concerning the sale or trade. Nothing in this Agreement will prevent XO from petitioning the Commission regarding this issue.</u></p>	
8	5.1	Open	<p><u>XO wants the following changes:</u></p> <p><u>an existing agreement between Sprint and another carrier, adopted by CLEC for the remaining term of that agreement. If neither §Error! Reference source not found. nor §Error! Reference source not found. are in effect, and CLEC fails to designate an agreement under this subsection, then Sprint may designate such agreement.</u></p>	<p><u>Sprint agrees to delete if we add:</u></p> <p><u>Prior to the End Date, CLEC will provide Sprint notice to commence negotiations pursuant to sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.</u></p>
9	5.2	Open	<p><u>XO wants to add the following: In the event that this Agreement expires under xx, and at the time of expiration, the Parties are actually in negotiations or in arbitration or mediation ...</u></p>	<p><u>Sprint agrees if we can add the following:</u></p> <p><u>In the event that on the End Date the Parties have not executed a successor agreement and Section 5.1.3 does not apply, Sprint will continue to provide services pursuant to one of the following: (1) such standard terms and conditions or tariffs</u></p>

XO Negotiation Action Register Matrix

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				<u>approved and made generally available by the Commission if they exist as of the End Date; or (2) an existing agreement between Sprint and another carrier adopted by CLEC for the remaining term of that agreement.</u>
10	5.2	Open	<u>XO wants to add the following: In the event that this Agreement expires under xx, and at the time of expiration, the Parties are actually in negotiations or in arbitration or mediation ...</u>	<u>Covered in 5.1.3 above.</u>
11	6.1	Closed	XO wants to add "undisputed" before charges.	<u>Sprint agrees.</u>
12	6.2	Closed	XO wants to make the following changes: Subject to the terms of this Agreement, the Parties shall pay <u>undisputed</u> invoices by the due date shown on the invoice. For <u>undisputed</u> invoices not paid when due, late payment charges will be assessed under §0. <u>Late payment charges will also be assessed under §6.4 for disputed amounts that are resolved in favor of the billing Party but shall not be assessed for disputed amounts that are resolved in favor of the billed Party.</u> If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.	<u>Sprint agrees.</u>
13	6.4	Closed	XO wants to make the late payment charges reciprocal.	<u>Sprint proposes the following:</u> <u>Either Party will assess late payment charges to the other Party equal to the lesser of the highest rate (in decimal value) which may be levied by law for commercial transactions,</u>

XO Negotiation Action Register Matrix

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				<p><u>compounded daily for the number of days from the payment date to and including the date the customer actually makes the payment to other Party, or 0.000329 percent compounded daily for the number of days from the payment due date to and including the date that the customer actually makes the payment to the other Party, until the amount due is paid in full.</u></p>
14	6.5	Open	<p><u>XO wants to delete.</u></p> <p><u>Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with</u> <u>\$Error! Reference source not found.</u></p>	<p><u>Sprint wants to retain proposed language.</u></p>
15	8.3	Open	<p><u>XO wants to replace this subsection with the following:</u></p> <p><u>Following notice of an intellectual property claim against Sprint by third parties based on the use by XO of a service or facility, the Parties shall determine whether, and the extent to which, XO is obligated to procure from the appropriate third parties the right to continue to use the allegedly infringing intellectual property. If the Parties determine that XO is so obligated, the Parties will negotiate procurement of the required rights and the Party responsible for payment of any associated license fees or other costs. If the Parties are unable to agree on the resolution of some or all of these issues, either Party</u></p>	<p><u>Sprint proposes the following new language and agrees to XO's addition:</u></p> <p><u>Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties</u></p>

XO Negotiation Action Register Matrix

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		<p><u>may seek resolution of the dispute pursuant to this Agreement.</u></p> <p><u>XO wants to add, "if necessary"</u></p>	<p><u>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 copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.</u></p> <p><u>Sprint agrees, if necessary to use its best efforts to obtain for XO, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for XO to use such unbundled network element</u></p>
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XO Negotiation Action Register Matrix

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				<p><u>in the same manner as Sprint.</u></p> <p><u>Sprint shall have no obligations to attempt to obtain for XO any Intellectual Property right(s) that would permit XO to use any unbundled network element in a different manner than used by Sprint.</u></p> <p><u>To the extent not prohibited by a contract with the vendor of the network element sought by XO that contains Intellectual Property licenses, Sprint shall reveal to XO the name of the vendor, the Intellectual Property rights licensed to Sprint under the vendor contract and the terms of the contract (excluding cost terms). Sprint shall, at XO's request, contact the vendor to attempt to obtain permission to reveal additional contract details to XO.</u></p> <p><u>All costs associated with the extension of Intellectual Property rights to XO pursuant to Section 02, including the cost of the license extension itself and the costs associated with the effort to obtain the license,</u></p>
--	--	--	--	---

XO Negotiation Action Register Matrix

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				<p><u>shall be part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including Sprint.</u></p> <p><u>Sprint hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning XO's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with XO's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights Sprint agrees in Section 0 to use its best efforts to obtain.</u></p>
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XO Negotiation Action Register Matrix

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16	9.1	Close d	<p>XO wants to delete the following sentence:</p> <p>Notwithstanding the foregoing, in no event shall Sprint's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.</p> <p>XO proposes:</p> <p><u>"Unless otherwise provided for in this agreement and Applicable Law.</u></p>	<p>Sprint proposes:</p> <p><u>Unless otherwise provided for in this Agreement.</u></p> <p><u>Sprint agrees.</u></p>
17	10.2 and 10.3	Open	<p><u>XO wants to make the following change:</u></p> <p><u>"CLEC shall indemnify and hold harmless Sprint from all claims by CLEC's subscribers," and "Sprint shall indemnify and hold harmless CLEC from all claims by Sprint's subscribers."</u></p> <p><u>"XO shall indemnify and hold harmless Sprint from:</u> <u>All claims and damages arising from XO's discontinuance of service to one of XO's subscribers because of nonpayment by that subscriber.</u> <u>All claims by XO's subscribers arising from Sprint's discontinuance of service to XO because of nonpayment by XO</u> <u>Sprint shall indemnify and hold harmless XO from:</u> <u>All claims and damages arising from Sprint discontinuance of service to one of Sprint's subscribers because of nonpayment by that subscriber.</u> <u>All claims by Sprint's subscribers arising from XO's discontinuance of service to Sprint because of nonpayment by Sprint."</u></p>	<p><u>Sprint wants to keep original language, but will agree to either the entire provision from the 2000 agreement, or the entire provision proposed in the new agreement.</u></p>

XO Negotiation Action Register Matrix

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18	10.6	Closed	XO wants to make the following changes to this sentence: In the event of such failure to assume defense of an <u>appropriately tendered claim, lawsuit, or demand</u> , the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.	<u>Sprint agrees.</u>
19	10.8	Closed	XO wants to include : <u>"Unbundled Network Elements"</u> to services to be covered under the Agreement. The contract currently only provides for "Telecommunications Services as defined by the Act."	<u>Sprint agrees.</u>
20	11.3	Closed	XO wants the following change: "Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services." <u>"Sprint shall not use any interface with XO subscribers authorized under this Section 10 to market Sprint services or to discourage subscribers from obtaining XO services. Except as specifically agreed by the Parties, in no event shall either Party provide information to the other Party's subscribers through the interfaces authorized in this Section 10 about the other Party or the other Party's products or services for the purpose of disparaging the other Party or its products and services. Nothing herein requires either Party to provide information about the other Party's products and services."</u>	<u>Sprint agrees.</u>
21	13.2	Closed	XO wants to extend the Confidentiality and Publicity restrictions for two years after the contract expires rather than one.	<u>Sprint agrees.</u>
22	13.7	Open	<u>XO wants to make the following changes</u> <u>Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, for promotional purposes or other</u>	<u>Sprint proposes:</u> <u>Reject changes, but add:</u> <u>"Nothing herein limits either party's ability to discuss this Agreement in the context of</u>

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			<p><u>commercial purposes without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews unrelated to Commission, FCC, legislative or judicial proceedings in which this Agreement or the subject matter of this Agreement is at issue. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.</u></p> <p><u>XO does not want to get Sprint's approval for anything other than promotional or other commercial purposes. 3/17</u></p>	<p><u>any legislative, Commission, FCC or judicial proceeding in which this Agreement of the subject matter of this Agreement is at issue, subject to section ** (reference the Confidentiality provision allowing disclosure with protective order) of this Agreement."</u></p> <p><u>Sprint proposes adding that Sprint's approval should not be unreasonably withheld. 3/17</u></p>
23	16.1	Open	<p><u>XO wants to add the following sentence to the Governing Law Section:</u></p> <p><u>In all other respects, in the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.</u></p>	<p><u>Sprint proposes:</u></p> <p><u>In the event any provision of this Agreement is found to be ambiguous, such provision shall be interpreted consistent with Applicable Law.</u></p>
24	32	Open	<p><u>XO wants to make the following changes:</u> <u>The Implementation Plan may be amended from time to time by the Implementation Team, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan</u></p>	<p><u>Sprint has new language and proposes replacing this entire section with the following:</u></p> <p><u>Implementation Team. This Agreement sets forth the overall standards of performance for the services,</u></p>

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		<p><u>shall remain in full force and effect.</u> <u>This Agreement sets forth the overall standards of performance for 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 provide to the other Party and to update as necessary the following: form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.</u> <u>The agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan") within one hundred twenty (120) days of both Parties having designated members of the Implementation Team. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:</u> <u>the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Part 3 and the trunk groups</u></p>	<p><u>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. There are performance measurements in NV, maybe different in other states. Agreement doesn't cover performance measurements, so XO is not comfortable with language saying it is covered in the Agreement. In addition, the companies are currently conducting business and the implementation language is</u></p>
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		<p><u>specified in Part 4 and, including standards and procedures for notification and discoveries of trunk disconnects;</u> <u>disaster recovery and escalation provisions;</u> <u>access to Operations Support Systems functions provided hereunder, including gateways and interfaces;</u> <u>escalation procedures for ordering, provisioning, billing, and maintenance;</u> <u>single points of contact for ordering, provisioning, billing, and maintenance;</u> <u>service ordering and provisioning procedures, including provision of the trunks and facilities;</u> <u>provisioning and maintenance support;</u> <u>conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;</u> <u>procedures and processes for Directories and Directory Listings;</u> <u>billing processes and procedures;</u> <u>network planning components including time intervals;</u> <u>joint systems readiness and operational readiness plans;</u> <u>appropriate testing of services, equipment, facilities and Network Elements;</u> <u>monitoring of inter-company operational processes;</u> <u>procedures for coordination of local PIC changes and processing;</u> <u>physical and network security concerns;</u> <u>Completion of GLEC Checklist and supporting documentation to establish a billing account; and</u> <u>such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.</u></p>	<p><u>not necessary.</u></p> <p><u>Dispute Resolution. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part A Section 23.</u></p>
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25	33.1	Close d	<p>XO wants the following change:</p> <p>The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement. Specifically, Sprint and its Affiliates have entered into a binding contract to provide exclusive telecommunications services for the Army and Air Force Exchange Service ("AAFES") during the term of this Agreement. The AAFES contract specifies, among other things, that Sprint shall provide all telecommunications services to officer and enlisted temporary living facilities (commonly named Bachelor Officer Quarters and Bachelor Enlisted Quarters) and to all unaccompanied enlisted personnel barracks on United States Army bases. Sprint will be entitled to refuse to resell telecommunications services where the end user is not authorized to select another service provider pursuant to the AAFES Agreement. XO is entitled to communicate to any potential XO customer that XO is unable to provide the customer telecommunications services because of the AAFES agreement.</p> <p>XO wants what is in old agreement.</p>	<p>Sprint agrees to delete the sentence, but Sprint proposes adding the following:</p> <p><u>To the extent Sprint has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs such contract will govern telecommunications services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, Sprint will provide CLEC with the information regarding the provision of service on the Federal Enclave.10/4</u></p> <p><u>Sprint agrees.</u></p>
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Part C

	Section	Status	XO's Position	Sprint's Position
1	34	Open	<p><u>XO wants to delete the entire section:</u></p> <p><u>In situations where the CLEC has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise, the following will apply:</u></p> <p><u>Sprint shall notify the CLEC by phone through the designated CLEC contact and via fax that it has had a request for service at the premise location that is currently being served by the CLEC;</u></p> <p><u>If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;</u></p> <p><u>So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial phone notification from Sprint to CLEC and Sprint shall issue a disconnect order with respect to the CLEC service at that location.</u></p>	<p><u>Sprint wants to retain proposed language.</u></p>
2	37.1	Closed	<p><u>XO agrees</u></p>	<p><u>Requires a separate agreement if XO is the CMRS provider.</u></p> <p><u>There is a provision to transit CMRS traffic, transiting charges</u></p>

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				<u>apply.</u>
				<u>Sprint advised that this is covered in the transit traffic section.</u>
3	37.3	Closed	<p>XO wants to include, <u>"LNP will be used where available." To the INP language.</u></p> <p>XO wants to refer to 47 C.F.R. 52.23.</p> <p>XO wants C.F.R. to control.</p>	<p>Sprint wants to add, <u>"However, if switch is LNP capable but not deployed, CLEC needs to submit a BFR."</u></p> <p>Sprint proposes referring to 47 CFR 52.23, but including, <u>"However, if switch is LNP capable but not deployed, CLEC needs to submit a BFR." The CFR does not address the process for this.</u></p> <p><u>Sprint agrees</u></p>
4	37.3.1	Closed	<p>XO wants to change, <u>ported party to ported-to-party and subject to INP to INP'd.</u></p>	<u>Sprint agrees</u>
5	37.5	Open	<p><u>XO wants to make the following changes:</u></p> <p><u>XO The Parties will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Sprint</u> <u>Each Party may request XO's the other Party's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Sprint</u></p>	<p><u>Sprint agrees to make reciprocal</u></p> <p><u>Sprint wants to keep two years</u></p> <p><u>Sprint wants to retain last</u></p>

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			<p><u>the requesting Party. Should the documentation indicate that the factor should be changed by Sprint the Parties, the Parties agree that any changes will only be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement 90 days.. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each Party's access tariffs. XO will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).</u></p>	<p><u>sentence.</u></p>
6	37.5.1	Open	<p><u>XO wants to delete the following subsection: To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.</u></p>	<p><u>Sprint wants to retain proposed language.</u></p> <p>Sprint wants to add:</p> <p><u>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 for this traffic and access charges may apply.</u></p>
7	38.1	Closed	<p>XO wants to make the following changes:</p> <p>The charges that XO shall pay to Sprint for Unbundled Network Elements are set forth in Table</p>	<p>Attachment I when referring to the price sheet should be Table One throughout the agreement.</p>

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			<p>One of this Attachment, CLEC shall pay to Sprint for Unbundled Network Elements are set forth in Table 4 of this Part C.</p> <p><u>XO agrees</u></p>	
8	39	Open	<p><u>XO wants to make the following changes:</u></p> <p><u>Each Party ("Requesting Party") Sprint reserves the right to secure payment of the amounts due under this Agreement the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services provided under this Agreement, another contract, or Tariff to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date. Satisfactory credit, once established as provided in this section 37.1, will remain satisfactory and will not be grounds for requesting a security deposit as long as the other Party maintains current payments of undisputed amounts due to the Requesting Party under this Agreement for at least ten (10) months out of any consecutive twelve (12) month period.</u></p> <p><u>Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to the requesting Party Sprint.</u> <u>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</u></p>	<p><u>Sprint wants the same language as in the XO Ohio/Sprint agreement.</u></p>

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		<p><u>made prior to acceptance by the requesting Party Sprint of additional orders for service. Such security deposit shall be two (2) months' estimated billings as reasonably calculated by the requesting Party Sprint, or twice the most recent month's invoices from the requesting Party Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.</u></p> <p><u>The fact that a security deposit has been made in no way relieves the other Party XO from complying with the requirements in this Agreement concerning 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 provisions of the Agreement governing regular practices of Sprint providing for discontinuance of service for non-payment of any sums due the requesting Party Sprint.</u></p> <p><u>The requesting Party Sprint reserves the right to increase, and the other Party XO agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in XO's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. Any security deposit shall be held by the requesting Party Sprint as a guarantee of payment of any charges for carrier services billed to the other Party XO, provided, however, Sprint may exercise its right to credit any cash deposit to XO'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: when the other Party's XO undisputed balances</u></p>	
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		<p><u>due to the requesting Party Sprint that are more than thirty (30) days past due; or when the other Party XO files for protection under the bankruptcy laws; or when an involuntary petition in bankruptcy is filed against the other Party XO and is not dismissed within sixty (60) days; or when this Agreement expires or terminates.</u></p> <p><u>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. Cash or cash equivalent security deposits will be returned to the other Party XO when the other Party XO has made current payments for carrier services to the requesting Party Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months. Sprint will pay interest on cash deposits at the prime rate, as quoted in the Wall Street Journal on the first business day of every month, to be compounded monthly, of the cash deposit at the time the cash deposit is either credited to the other Party XO's account or when the cash deposit is returned to the other</u></p>	
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Part D

	Section	Status	XO's Position	Sprint's Position
1	41.1.5	Closed	XO wants to change "COCOT lines" to " <u>Public Access Lines.</u> "	<u>Sprint agrees.</u>

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Part E

	Section	Status	XO's Position	Sprint's Position
1	0	Closed	<p>XO wants to add the following to the list of available UNEs:</p> <p><u>High Frequency Spectrum Unbundled Network Element ("HFS UNE")</u></p> <p><u>Enhanced Extended Loop</u></p> <p><u>XO agrees</u></p>	<p>EELs is a combination of UNEs not a UNE in and of itself.</p>
2	43.4	Open	<p><u>XO proposes adding the following subsection:</u></p> <p><u>The provisioning of Unbundled Network Elements in combination or individually is limited to existing facilities to the extent that Sprint imposes the same limitations on retail end users or other wholesale customers who purchase the services provisioned using those Unbundled Network Elements. Sprint is obligated to construct additional facilities to accommodate XO's request for Unbundled Network Elements only to the extent, and pursuant to the same terms and conditions, Sprint constructs additional facilities to accommodate retail end users or other wholesale customer requests for services provisioned using those Unbundled Network Elements.</u></p>	<p><u>Sprint proposes the following modification to XO's proposed language.</u></p> <p><u>The provisioning of individual Unbundled Network Elements in combination or individually is limited to a) existing facilities and b) construction of facilities where Sprint would construct without charge for special construction under the Special Access tariff. XO would still be responsible for all non-recurring (NRCs) and recurring (MRCs) charges for the UNE facilities to the</u></p>

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				<p>extent that Sprint imposes the same limitations on retail end users or other wholesale customers who purchase the services provisioned using those Unbundled Network Elements. Should Sprint is obligated agree to construct additional facilities to accommodate XO's request for Unbundled Network Elements, XO agrees to reimburse Sprint for the special construction charges and other NRCs and MRCs quoted by Sprint. only to the extent, and pursuant to the same terms and conditions, Sprint constructs additional facilities to accommodate retail end users or other wholesale customer requests for services provisioned using those Unbundled Network Elements.</p>
3	44	Closed	<u>XO agrees</u>	Sprint wants to use the BFR process from the 2000 agreement.
4	45.4	Closed	<p>XO wants to make the following change:</p> <p>Sprint will provide CLEC with information that will enable their technician to locate end user inside wiring at NIDs</p>	Sprint proposes the following:

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			<p>terminating multiple subscribers. If necessary, Sprint will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Attachment I will apply.</p> <p><u>XO agrees</u></p>	<p>Sprint will dispatch a technician and tag the wiring at XO's request, when XO deems it necessary.</p>
5	46.2	Open	<p><u>XO wants the following change:</u></p> <p><u>Conditioned Loops. Sprint will condition loops at and to the extent of XO'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 Table One. Conditioning charges apply to all loops irrespective of the length of the loop.</u></p>	<p><u>Sprint wants to retain proposed language.</u></p>
6	46.3.2	Open	<p><u>XO wants to make the following changes:</u></p> <p><u>Cooperative testing will be provided by Sprint at CLEC's expense, the rates specified in Table One. Sprint technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not respond within 3 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test. If Sprint technicians fail to contact XO's representative at the conclusion of installation or otherwise do not conduct the cooperative testing when scheduled,</u></p>	<p><u>Sprint wants to retain proposed language.</u></p>

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			<u>Sprint will arrange with XO to conduct the cooperative testing at another time and will not charge XO for the test.</u>	
7	46.3.3	Closed	<p>XO wants to make the following changes:</p> <p>Sprint will charge XO at the rates set out on Table One <u>for repair only</u>, when the location of the trouble on a XO-reported <u>trouble</u> ticket is determined to be in XO's network.</p> <p><u>XO agrees</u></p>	Sprint proposes using, "trouble isolation" instead of "for repair only"
8	46.4.3	Open	<p><u>XO wants to make the following changes:</u></p> <p><u>Where facilities and necessary equipment are not available, XO requests will be processed through the BFR process. XO agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.</u></p>	<u>Sprint wants to retain proposed language.</u>
9	46.5.4	Open	<p><u>XO wants to make the following changes:</u></p> <p><u>Where facilities and necessary equipment are not available, XO requests will be processed through the BFR process. XO agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.</u></p>	<u>Sprint wants to retain proposed language.</u>
10	46.6.1	Open	<p><u>XO wants to make the following change:</u></p> <p><u>If XO 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</u></p>	<u>Sprint wants to retain proposed language.</u>

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			<u>Non-Standard Non-Voice Grade Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in §Error! Reference source not found. are applicable.</u>	
11	46.7.2.3	Closed	<p>XO wants to make the following change:</p> <p>Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 0, the burden is on CLEC 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. <u>XO agrees</u></p>	<u>Sprint wants to retain proposed language.</u>
12	46.7.3	Closed	<p>XO wants to make the following change:</p> <p>If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering Party and give them that Party a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected Parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. <u>may seek resolution of the problem through the Dispute Resolution provisions of this agreement.</u> If the Commission decision maker determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by</p>	<u>Sprint agrees.</u>

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			reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.	
13	46.7.6	Closed	<p>XO wants to make the following change:</p> <p>Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will <u>use reasonable efforts to</u> upgrade its equipment to the adopted standard within 60 days of the standard being adopted.</p> <p><u>XO agrees</u></p>	Sprint agrees on the condition that we add language disclaiming Sprint's liability if CLEC does not upgrade its equipment within 60 days.
14	46.9 – 46.10	Closed	<p>XO wants to delete these sections:</p> <p>At CLEC's request, Sprint will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the loop or as a separate service subsequent to the ordering of the loop.</p> <p>Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.</p> <p>Tag and Label is available on the following types of loops: 2- and 4- wire analog loops, 2- and 4- wire xDSL capable loops, DSO 2- and 4- wire loops, and DS1 4- wire loops. CLEC must specify on the order form whether each loop should be tagged and labeled.</p> <p>The rates for loop tag and label and related services are set forth on Attachment A, which is incorporated into and made a part of this agreement.</p>	<u>Sprint wants to retain proposed language.</u>
15	47.5.2	Closed	<p>XO wants to make the following change:</p> <p>Sprint will not provide or maintain inside wire in situations where it determines there are that would pose</p>	Sprint proposes: Sprint, in parity with itself, affiliates and other CLECs, will not provide

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			<p>a significant health or safety concerns in doing so.</p> <p><u>XO agrees</u></p>	<p>or maintain inside wire in situations where it reasonably determines there are health or safety concerns in doing so.</p>
16	48.1	Closed	<p>XO wants to make the following changes:</p> <p>Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), CLEC End User Customer presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Since Sprint will offer EELs Sprint is not required to provide local switching under this Article Error! Reference source not found. for switching used to serve end within Density one areas with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas as long as Sprint offers and provides <u>EELs throughout Density zone 1 areas within its service territory.</u></p> <p><u>XO agrees</u></p>	<p>Sprint agrees with the following modification: "...in the top 50 Metropolitan Statistical Areas as long as Sprint offers and provides EELs throughout its service territory within the Density zone 1 areas."</p>
17	51.2	Closed	<p>XO wants to add the following:</p> <p><u>Multiplexing. Sprint will offer multiplexing as part of Dedicated Transport. The prices for multiplexing are included in Attachment A.</u></p> <p><u>XO agrees</u></p>	<p>Sprint proposes:</p> <p><u>Sprint will offer multiplexing as a part of Dedicated Transport. XO agrees to pay for such multiplexing at the rates set forth on Table One.</u></p>

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18	52.3.3.3 – 52.3.3.5	Open	<p>XO wants to delete these sections:</p> <p>Billing— Invoices will be sent out by the 15th of each month on a LIDB-specific invoice.</p> <p>Late Payments— All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the basis of a 30-day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.</p> <p>Disputes— If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.</p> <p><u>XO agrees</u></p>	Sprint wants to retain proposed language, but agreed to delete, or the dispute will be waived.
19	52.4.3.3 – 52.4.3.5	Closed	<p>XO wants to delete these sections:</p> <p>Billing— Invoices will be sent out by the 15th of each month on a GNAM-specific invoice.</p> <p>Late Payments— All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late penalties, from and after the expiration of that 30 day period, of a one percent (1%) per month (calculated on the basis of a 30-day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.</p>	Sprint wants to retain proposed language, but agreed to delete, or the dispute will be waived.

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			<p>Disputes—If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the foregoing sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §xx All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.</p> <p><u>XO agrees</u></p>	
20	52.5.2.2 – 52.5.2.4	Closed	<p>XO wants to delete these sections:</p> <p>Billing—Invoices will be sent out by the 15th of each month on a Toll Free Number Database specific invoice.</p> <p>Late Payments—All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.</p> <p>Disputes—If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §xx. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.</p>	<p>Sprint wants to retain proposed language, but agreed to delete, or the dispute will be waived.</p>

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			<u>XO agrees</u>	
21	52.6.1.1.1	Closed	<p>XO wants to make the following changes:</p> <p>XO agrees to obtain, prior to the initiation of any query or other service under this Agreement, a NPAC/SMS User Agreement with Lockheed. XO will maintain the NPAC/SMS User Agreement with the Lockheed, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.</p> <p><u>XO agrees</u></p>	<p>Sprint agrees to delete, keep last sentence as modified:</p> <p><u>Sprint shall not be liable for any direct or consequential damages due to termination in accordance with this Agreement because of lack of a NPAC/SMS User Agreement.</u></p>
22	52.6.2.2 – 52.6.2.4	Closed	<p>XO wants to delete:</p> <p>Billing— Invoices will be sent out by the 15th of each month on a LNP specific invoice.</p> <p>Late Payments— All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.</p> <p>Disputes— If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the forgoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to CLEC. The</p>	<p>Sprint wants to retain proposed language, but agreed to delete, or the dispute will be waived.</p>

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			<p>Parties agree to proceed under the Dispute Resolution Process as provided in §xx. All invoices must be paid in full and any adjustments relating to a disputed amount shall be reflected on the Statement issued after resolution.</p> <p><u>XO agrees</u></p>	
23	54.3.2	Closed	<p>XO wants to make the following change:</p> <p>If XO request dark fiber, must be able to connect to the Sprint fiber by means of fiber patch panel.</p>	<u>Sprint agrees.</u>
24	54.3.3	Open	<p>If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Sprint will purchase and install intraoffice cabling at XO's expense. The process is outside the scope of this agreement.</p> <p><u>XO agrees</u></p>	<p>Sprint proposes replacing the deleted language with the following:</p> <p><u>Intraoffice Cabling will be priced on an Individual Case Basis in accordance with this Agreement.</u></p>
25	54.4.2.2	Closed	<p>XO wants to make the following changes:</p> <p>XO will follow the Dispute Resolution Process outlined in §23 of this Agreement if they wish to contest it <u>disputes</u> the rejection.</p>	<u>Sprint agrees.</u>
26	54.4.4.3	Closed	<p>XO wants to make the following changes:</p> <p>If dark fiber is available, XO will notify Sprint of acceptance/rejection of dark fiber quote, via a firm order, <u>or dispute the dark fiber quote</u> within 10 business days of receipt of quote. Sprint will reserve the requested dark fiber for XO during these 10 business days. If, however, XO does not submit a firm</p>	<p>If XO does not accept the price quote for the dark fiber, but disputes the quote, the fiber is not reserved. XO should accept the quote and then dispute the rates via the dispute resolution process.</p>

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			<p><u>order or dispute the dark fiber quote</u> by the 10th business day, the fiber will no longer be reserved. And <u>XO must submit another DFA and application fee if XO wants to request that fiber.</u></p> <p>XO wants to add that XO can accept the quote and reserve the right to dispute the price.</p> <p>XO wants the amount paid to be trued up in accordance with the dispute resolution,</p>	<p>Sprint wants XO to pay the amount quoted.</p> <p><u>Sprint agrees.</u></p>
27	54.4.4	Closed	<p>XO wants to delete this subsection:</p> <p>After 10 business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.</p> <p>XO wants 20 days. If 20 days is Sprint agrees, XO will agree to 28.</p>	<p><u>Sprint agrees.</u></p>
28	54.6.1	Closed	<p>XO wants to make the following changes:</p> <p>Sprint reserves the right to <u>seek Commission approval to take back dark fiber to meet its carrier of last resort obligations.</u></p>	<p><u>Sprint agreed to 20 days and XO agreed to use the dispute resolution process.</u></p>
29	54.6.2	Closed	<p>XO wants to make the following changes:</p> <p>Sprint will provide CLEC 12 months written notice prior to taking back fiber. <u>If XO opposes returning the fiber to Sprint, Sprint must obtain authorization from the Commission before taking the fiber back.</u></p>	<p><u>Sprint agreed to 20 days and XO agreed to use the dispute resolution process.</u></p>

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30	54.6.3	Closed	XO wants to make the following changes: If multiple CLECs have leased fiber within a single sheath, Sprint will <u>seek to take back</u> the fiber that was the last to be leased.	<u>Sprint agreed to 20 days and XO agreed to use the dispute resolution process.</u>
31	54.6.4	Closed.	XO wants to make the following changes: Sprint will provide the CLEC with alternative transport <u>and/or loop</u> arrangements when Sprint takes back working fiber.	<u>Sprint agrees.</u>
32	54.6.5	Closed	XO wants to delete this subsection: The Dispute Resolution Procedures found in §23 of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.	<u>Sprint agreed to 20 days and XO agreed to use the dispute resolution process.</u>
33	55.4.3.3	Closed	XO wants to make the following changes: Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 0, the burden is on CLEC 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. <u>XO agrees</u>	Sprint wants to retain proposed language.
34	55.5	Closed	XO wants to make the following changes: If Sprint and XO are unable to resolve the problem, they will present factual evidence to the State Commission they may seek resolution through the Dispute Resolution provisions of this Agreement for review and determination.	<u>Sprint agrees.</u>

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35	55.6	Closed	<p>XO wants to make the following changes:</p> <p>If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them <u>that Party</u> a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. <u>May seek resolution through the Dispute Resolution provisions of this Agreement.</u> If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.</p>	<u>Sprint agrees.</u>
36	59	Closed	<p>XO wants to change this from VOICE UNE – P AND EEL to <u>COMBINATIONS OF UNES</u></p>	<u>Sprint agrees.</u>
37	59.3.2	Closed	<p>XO wants to make the following change: Any request by CLEC for Sprint to provide combined UNES that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in §xx and made available to CLEC upon implementation by Sprint of the necessary operational modifications.</p>	<u>Sprint agrees.</u>
38	59.3.3	Open	<p><u>XO wants to delete this section:</u> <u>The provisioning of VOICE UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by XO.</u></p>	<u>Sprint wants to retain proposed language.</u>

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39	59.4.2	Closed	<p>XO wants to make the following change: Ordering and provisioning for VOICE UNE-P and <u>EELs, and other Unbundled Network Element combinations</u> will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications.</p>	<u>Sprint agrees.</u>
40	59.4.3 – 59.4.4	Closed	<p>XO wants to add the following sections:</p> <p><u>Upon XO's request, Sprint shall perform the functions necessary to combine Unbundled Network Elements in any manner, even if those elements are not ordinarily combined in Sprint's network, provided that such combination is technically feasible; and would not impair the ability of other carriers to obtain access to Unbundled Network Elements or to interconnect with Sprint's network.</u></p> <p><u>If Sprint denies XO's request to combine Unbundled Network Elements, Sprint must demonstrate to the Commission that the combination XO has requested is not technically feasible and would impair the ability of other carriers to obtain access to Unbundled Network Elements or to interconnect with Sprint's network.</u></p> <p>XO proposed:</p> <p>If not currently deployed in Sprint's network within the applicable State, XO will submit a BFR.</p>	<u>Sprint agrees.</u>
41	59.5	Closed	<p>XO wants to make the following change:</p> <p><u>Sprint Currently Offers the Following Combinations of Network Elements.</u></p>	<u>Sprint agrees.</u>

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42	59.5.1.3	Closed	XO wants to make the following change: Sprint will provide originating and terminating access records to CLEC for access usage over UNE-P <u>in industry standard EMI format.</u>	<u>Sprint agrees.</u>
43	59.5.2	Open	XO wants to make the following change: EEL is the combination of the NID, Loop, and Dedicated Transport network elements, <u>including multiplexing.</u> <u>XO agrees</u>	Sprint proposes: EEL for purposes of this Agreement refer to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX), if necessary, and transport, in the Sprint Network.
44	59.5.2.4	Open	<u>XO wants to make the following change:</u> <u>Sprint reserves the right, upon thirty (30) days notice, to audit XO regarding EELs in accordance with the FCC's Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 00-183, Supplemental Order Clarification (June 2, 2000) ("Supplemental Order Clarification"). XO's local usage information when Sprint reasonably believes that XO has not met the local usage criteria defined by the FCC. Sprint will hire and pay for an independent auditor to perform the audit, XO will reimburse Sprint if the audit results confirm XO'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 that same calendar year. Sprint shall continue to have the additional audit</u>	<u>Sprint wants to retain proposed language.</u>

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			<u>right described above, so long as the Sprint audits indicate XO non-compliance. In the instance of non-compliance, XO shall convert the loop-transport combination to special access. This is in addition to Sprint's audit rights pursuant to §Error! Reference source not found..</u>	
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Part F

	Section	Status	XO's Position	Sprint's Position
1	60.1	Closed	<p>XO wants to make the following changes:</p> <p>The Parties shall reciprocally terminate Local Traffic, <u>Information Access Traffic</u> and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:</p>	<u>Sprint agrees.</u>
2	60.1.1	Closed	<p>XO wants to make the following changes:</p> <p>The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, <u>Information Access Traffic</u> and non-equal-access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.</p>	<u>XO agreed to add non-equal access and Sprint agreed to add Information Access Traffic.</u>
3	60.2	Closed	<p>XO wants to make the following changes:</p> <p>Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA toll interexchange traffic that transits Sprint's <u>either Party's</u> network.</p> <p><u>XO agrees</u></p>	Sprint agrees to make reciprocal, but wants to retain proposed language.

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4	61	Open	<p><u>XO wants to add the following sections:</u></p> <p><u>a) If Sprint provides the interconnection facilities, Sprint will charge XO the nonrecurring and recurring charges for those facilities as specified in this Agreement, less the amount that represents Sprint's proportional use of those facilities.</u></p> <p><u>b) If both Parties provide the interconnection facilities through a meet-point arrangement, each Party will charge the other Party the recurring charges specified in this Agreement that are applicable to the facilities that Party provides, less the amount that represents the provisioning Party's proportional use of those facilities.</u></p> <p><u>c) If XO provides the interconnection facilities, XO will charge Sprint nonrecurring and recurring charges for those facilities based on the charges as specified in this Agreement calculated on the basis of mileage, less the amount that represents XO's proportional use of those facilities.</u></p> <p><u>d) Reciprocal Compensation. The following compensation elements for Local Traffic shall apply on a per minute of use basis:</u></p> <p><u>“Tandem Switching”:</u></p> <p><u>“Transport,” which includes common transport from the tandem switch to the end-office switch that directly serves the called end-user; and</u></p> <p><u>“Termination,” which includes the switching of Local Traffic and Information Access Traffic at the end office switch that directly serves the called end user</u></p>	<p><u>Sprint does not want to include covered in Sprint language 61.5.</u></p>
5	61	Closed	<p>XO wants to delete this section:</p> <p>The transport and termination charges for Local Traffic</p>	<p><u>Sprint agrees.</u></p>

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			flowing through a Physical POI shall be as follows:	
6	61.2.1.3.1	Open	<p><u>XO wants to delete this section:</u></p> <p><u>In a meet point arrangement, when calls from CLEC are terminating on Sprint's network through the Sprint Tandem Switch, CLEC will pay Sprint for transport charges from the Physical POI to the Tandem for dedicated transport. CLEC shall also pay a charge for Tandem Switching, common transport to the end office, and end office termination.</u></p>	<p><u>Sprint wants to add:</u></p> <p><u>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.</u></p> <p><u>If XO elects to establish a Fiber Meet, XO 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'</u></p>

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				<p><u>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.</u></p> <p><u>Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Sprint Interconnection Wire Center ("SIWC").</u></p> <p><u>XO shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the XO Interconnection Wire Center ("XO Wire Center").</u></p> <p><u>The Parties shall designate a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable XO to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point. Sprint shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the meet point. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for</u></p>
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				<p><u>the meet point and will be noted properly on orders between the Parties.</u></p> <p><u>Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by XO, Sprint shall allow XO access to the Fiber Meet entry point for maintenance purposes as promptly as possible.</u></p> <p><u>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.</u></p> <p><u>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 XO, 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.</u></p> <p><u>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</u></p>
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				<p><u>writing. Sprint will only build out to 50% of the facility or to the exchange boundary, whichever is less. 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. The POI shall be at the Sprint switch.</u></p> <p><u>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 preceding section.</u></p>
7	61.2.1.3..1 .1	Open	<p><u>XO wants to make the following changes:</u></p> <p><u>When the Physical POI is at the Sprint Tandem Switch, XO shall pay a the charges specified in this Agreement for Tandem Switching, common Transport to the end office and end office Termination for all Local Traffic and Information Access Traffic that XO delivers to Sprint at its tandem switch for termination. XO shall pay the charges specified in this Agreement for Termination for all Local Traffic and Information Access Traffic that XO delivers to Sprint at its end office for termination.</u></p>	<p><u>Sprint wants to retain proposed language.</u></p>

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	61.2.1.3.3	Open	<p><u>XO wants to replace the following section as shown::</u></p> <p><u>XO's switch serves a geographic area that is comparable to the geographic area served by a Sprint tandem. Accordingly, Sprint shall pay the charges specified in this Agreement for Tandem Switching, Transport, and Termination for all Local and Information Access Traffic that Sprint delivers to XO for termination. Charges billed to Sprint by XO for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses XO for the same services. Where XO is interconnected at a Sprint tandem and Sprint delivers its traffic to XO directly from an end office, Sprint shall pay XO end office termination. Where XO is interconnected at a Sprint tandem and Sprint delivers its traffic to XO from the tandem and XO switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay XO for Tandem Switching, common transport, and end-office termination. If the XO switch serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay XO end office termination.</u></p>	<p><u>Sprint wants to retain proposed language, but agrees to add:</u></p> <p><u>However, based on XO's network existing at the execution of this Agreement, the Parties agree that since XO's switch meets the criteria below for geographical area, each Party shall terminate all Local (§251(b)(5)) Traffic (i.e. traffic below the 3:1 ratio) utilizing Sprint's cost-based rates for End Office Switching, Tandem Switching and Common Transport.</u></p>
	61.2.1.3.5	Open	<p><u>XO wants to delete these sections:</u></p> <p><u>The following process will be used to validate the geographic area.</u></p> <p><u>Sprint will provide the CLEC information</u></p>	<p><u>Sprint wants to retain proposed language.</u></p>

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			<p><u>concerning the end offices served by Sprint's tandem for the CLEC to use in determining geographic comparability.</u></p> <p><u>The CLEC will certify in writing that they are offering facilities based service through either owned or leased facilities to the majority of customers served by the end offices.</u></p> <p><u>Sprint may request proof of service at least once per year. Proof will consist of a sample of addresses actually served by the CLEC switch showing that they are meeting the obligation.</u></p> <p><u>CLEC may choose to establish a Physical POI at a Sprint end office, where technically feasible. For CLEC originated calls CLEC shall pay Sprint end-office termination. For Sprint originated traffic terminating to CLEC at that end office, compensation payable by Sprint shall be the same as that detailed in § xx above. If a meet point arrangement is utilized within the local calling area, additional dedicated transport charges may apply.</u></p>	
10	61.3	Open	<p><u>XO does not agree.</u></p>	<p><u>Sprint wants to add the following language:</u></p> <p><u>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 for this traffic and access charges may apply.</u></p>

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11	61.4	Open	<u>XO does not agree.</u>	<p><u>Sprint wants to add the following language:</u></p> <p><u>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.</u></p>
12	61.5	Open		<p><u>Sprint wants to add new language:</u></p> <p><u>Compensation for Shared Interconnection Facility</u> <u>The transmission facility that connects Sprint's and CLEC's network, as set forth in 1.3, is defined as the "Interconnection Facility." The Interconnection Facility may be a shared facility. Notwithstanding any other provision to the contrary, if CLEC 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 CLEC be used to</u></p>

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				<p><u>terminate Sprint originated traffic, CLEC 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 4.8.4 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).</u></p> <p><u>In the event that CLEC elects to offer service within a LATA using a switch located in another LATA, CLEC agrees to provide the transport for both Party's traffic between the remote CLEC switch and a point (i.e., a facility point of presence) within the LATA in which CLEC offers service, at no charge to Sprint.</u></p> <p><u>Should Sprint elect to provision its own transport to CLEC's network to deliver its originated traffic pursuant to Section 3.2 of this Part F there is no shared interconnection facility for which Sprint would compensate CLEC.</u></p> <p><u>Should Sprint elect to provision its own transport to CLEC's network to deliver its originated traffic, Sprint reserves the right to only provision to the point of presence in the LATA.</u></p> <p><u>All recurring charges associated</u></p>
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				<p><u>with transport between Sprint and CLEC 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. 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.</u></p>
13	62.2	Closed	<p>XO wants to make the following change:</p> <p>Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, <u>the Parties will use CLEC will agree to using other</u> 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.</p>	<p>Sprint agrees.</p>

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14	63.2	Closed	<p>XO wants to make the following change:</p> <p>Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office <u>XO's switch</u> and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).</p>	<p><u>Sprint agrees.</u></p>
15	65.3	Open	<p><u>XO wants to make the following addition:</u></p> <p><u>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. In place of using a PLU when billing a Party may at its sole discretion classify traffic as either Local Traffic or IntraLATA Toll Traffic by using actual CPN information from the call records. If a party is using CPN information to bill the other Party, then that Party does not need to provide the other Party with a PLU nor does that Party need to review the accuracy thereof.</u></p>	<p><u>Sprint agrees with XO's language, if XO agrees to the following:</u></p> <p><u>XO understands and agrees that if PLU is not included on every order Sprint will assume the traffic is 100% IntraLATA.</u></p>
16	65.3.1	Open	<p><u>XO wants to make the following changes:</u></p> <p><u>If actual CPN is not being used to bill the other Party, then the Parties using a PLU 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 date of the last review.</u></p>	<p><u>Sprint wants to retain proposed language.</u></p>

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			<u>Effective Date of the contract.</u>	
17	66.1	Closed	<p>XO wants to make the following changes:</p> <p>Transit Traffic means the delivery of local traffic by CLEC or Sprint (a) originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks; or, (b) originated by a third party LEC, ILEC, or CMRS provider and terminated to a Party over the local/intraLATA interconnection trunks..</p> <p>The following traffic types will be delivered by either Party: local traffic and intraLATA toll and switched traffic originated from CLEC or Sprint and delivered to such third party LEC, ILEC or CMRS; and intraLATA 800 traffic.</p>	<u>Sprint agrees.</u>
18	66.2.1	Closed	<p>XO wants to make the following changes:</p> <p>Each Party acknowledges that it is the originating or terminating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic with that third party, unless the Parties agree otherwise in writing.</p> <p>XO proposes replacing terminating Party with non-transiting Party.</p>	<u>Sprint agrees.</u>
19	66.2.3	Open		<p><u>Sprint wants to add the following:</u></p> <p><u>Notwithstanding any other provision to the contrary, once the Transit Traffic volume between</u></p>

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				<p><u>CLEC and Sprint exceeds a DS1 equivalent of traffic, Sprint will no longer provide transit service and CLEC must establish a direct interconnection with the third party for the exchange of such traffic. Sprint will notify CLEC when the traffic volume reaches a DS1 equivalent of traffic. Within sixty (60) days of such notification CLEC shall establish a direct interconnection with such third party. After sixty (60) days, if CLEC has not established a direct interconnection and provided that CLEC 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 CLEC is using its best efforts to implement a direct connection, Sprint make seek relief pursuant to the Dispute Resolution provisions.</u></p>
20	66.4.2	Closed	<p>XO wants to make the following changes:</p> <p>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 the Sprint transiting Party incurs additional cost in providing this billing information, the XO terminating Party agrees to reimburse Sprint the transiting Party for its direct costs of providing this information</p>	<p><u>Sprint agrees.</u></p>
21	67.3.2	Closed	<p>XO wants to make the following change:</p> <p>Local Traffic and Information Access Traffic. The</p>	<p><u>Sprint agrees.</u></p>

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			rates set forth on Table One shall apply, in accordance with 37 <u>the applicable provisions of this Agreement.</u>	
22	67.3.2.1.1	Closed	<p>XO wants to make the following changes:</p> <p>Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from XO through the transiting party, and over the Sprint facilities to <u>a Sprint Tandem Switch to a Sprint End Office Switch</u> would include charges from Sprint to XO for Common Transport to the Tandem Switch Tandem Switching, Common Transport to the End Office Switch and End Office switching. A call terminating from XO though the transiting party and then over Sprint facilities <u>directly to a Sprint End Office Switch to a Sprint Remote Switch</u> would include charges from Sprint to XO for Common Transport to the End Office Switch (except where the transiting party is collocated in the Sprint End Office), End Office switching, and Common Transport to the Remote Switch.</p>	<u>Sprint agrees.</u>
23	67.3.2.2.1	Open	<p><u>XO wants to add:</u></p> <p><u>For Indirect Traffic terminating on XO's network, XO will bill Sprint the same rates as Sprint charges XO for Indirect Local Traffic terminating on Sprint's network. Because XO's switch serves a geographic area comparable to a Sprint tandem, a call terminating from Sprint through the transiting party to XO's switch would include charges from XO to Sprint for Tandem Switching, Common Transport, and End Office Switching.</u></p>	<u>Sprint wants to retain proposed language.</u>

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Part G

	Section	Status	XO's Position	Sprint's Position
1	69.1	Closed	XO wants to make the following change: <u>In the absence of LNP availability</u> , Sprint shall provide INP in accordance with requirements of the Act and FCC Rules and Regulations.	<u>Sprint agrees.</u>
2	72.7	Closed	XO wants to add the following: However, the Parties will not port vacant numbers, <u>except as determined by regulatory authorities and/or in connection with mutually agreed upon number conservation measures.</u>	<u>Sprint agrees.</u>

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Part H

	Section	Owner	XO's Position	Sprint's Position
1	73.1.1	Closed	XO wants to make the following change: as defined by the FCC or the Commission, state commission having jurisdiction over this Agreement.	<u>Sprint agrees.</u>
2	74.3	Open	<u>XO wants to make the following change: XO must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a CLEC/GMRS provider occurs past the FCC activation date, testing and porting will be done at CLEC's expense.</u>	<u>Sprint wants to retain proposed language, but will drop "and porting."</u>
3	77.1	Open	XO wants to make the following change: When a subscriber ports to another service provider, the donor provider shall unlock the use information in the 911/ALI database. The provided by the porting provider to update is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to PSAP call centers. <u>XO agrees.</u>	Sprint wants to retain proposed language.

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Part I

	Section	Status	XO's Position	Sprint's Position
1	80.6.3.2	Closed.	XO wants to make the following changes: Sprint shall use best efforts to complete orders by the CLEC requested DDD <u>desired due date</u> within agreed upon intervals.	<u>Sprint agrees.</u>
2	80.10	Closed	XO wants to make the following change: Specific Unbundling Requirements. XO may order and Sprint shall provision Unbundled Network Elements. However, it is XO's responsibility to combine the individual network elements should it desire to do so.	Sprint wants to leave the language, but will add, "except as otherwise provided in this Agreement." <u>Sprint agrees to add XO's sentence and XO agrees to add Sprint's language.</u>
3	80.11.1.1	Closed	XO wants to make the following changes: Sprint shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available. <u>The Interface(s) shall be developed/designed for the transmission of data from XO to Sprint, and from Sprint to XO.</u> <u>XO agrees.</u>	Sprint wants to retain proposed language.
4	80.11.1.2	Closed	XO wants to add the following: <u>Interim interfaces or processes may be modified, if so agreed by XO and Sprint, during the interim period.</u> <u>XO agrees.</u>	Sprint wants to retain proposed language.

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5	80.11.2.3	Open	<p><u>XO wants to make the following changes:</u></p> <p><u>Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from XO for each unmatched request. Sprint's report cannot extend beyond the length of time that XO is required to keep LOAs. XO agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within three (3) ten (10) business days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage of unmatched LOA requests 10% or more then XO must submit to Sprint within ten (10) business days of notice from Sprint of its findings that XO has taken steps to remedy XO's processes for accessing CPNI and/or obtaining and maintaining records of an LOA acceptance of evidence provided by XO to correct the problem that caused the breach. Sprint reserves the right to immediately disconnect the preordering Electronic Interface.</u></p> <p><u>If XO is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if Sprint determines that an LOA is inadequate, XO will be considered in breach of the agreement. XO can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within three (3) business days of notification of the breach.</u></p> <p><u>Should XO not be able to cure the breach in the timeframe noted above, Sprint will discontinue processing new service orders until, in Sprint's determination, XO has corrected the problem that caused the breach.</u></p> <p><u>Sprint will resume processing new service orders</u></p>	<p><u>Sprint wants to retain proposed language.</u></p>
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			<u>upon Sprint's timely review and acceptance of evidence provided by XO to correct the problem that caused the breach.</u>	
6	80.11.2.7	Closed	XO wants to make the following changes: <u>If XO and Sprint do not agree that XO has submitted sufficient evidence of future compliance or if CLEC and Sprint do not agree that CLEC requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.</u>	<u>Sprint agrees.</u>
7	81.9	Closed	XO wants to make the following changes: Sprint and CLEC agree to capture <u>EMR EMI</u> -records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge <u>or magnetic tape</u>). <u>XO agrees.</u>	Sprint wants to retain proposed language.
8	81.10	Closed	XO wants to change "COCOT pay phone originating line" to "Public Telephone Access Line".	<u>Sprint agrees.</u>
9	82.1	Closed	XO wants to make the following changes: Change "party(ies)" to "Party(ies)" throughout. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's <u>EMR EMI</u> -standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday business days in <u>EMR EMI</u> -format via CDN, or provided on a cartridge <u>or magnetic tape</u> Sprint and CLEC agree that they shall retain, at each party's sole	Sprint wants to retain proposed language.

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			expense, copies of all <u>EMR EMI</u> records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party. <u>XO agrees.</u>	
10	82.3.2	Closed	XO wants to make the following changes: Sprint will be responsible for returning <u>EMR EMI</u> records to IXCs with the proper <u>EMR EMI</u> Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number). <u>XO agrees.</u>	Sprint wants to retain proposed language.
11	82.3.3	Closed	XO wants to make the following changes: Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, cartridge, <u>diskette</u> , <u>magnetic tape</u> or CD-ROM) requested by CLEC as follows: <u>XO agrees.</u>	Sprint wants to retain proposed language.
12	82.3.3.2	Closed	XO wants to make the following changes: Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard <u>EMR EMI</u> industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay Sprint for providing such call detail; <u>XO agrees.</u>	Sprint wants to retain proposed language.
13	82.6.1	Closed	XO wants to make the following change: The Recorded Usage Data, <u>EMR EMI</u> format, content, and transmission process shall be tested as agreed upon by CLEC and Sprint. <u>XO agrees.</u>	Sprint wants to retain proposed language.
14	82.7.2.1	Closed	XO wants to make the following changes: Upon agreement between CLEC and Sprint, messages that cannot be rated and/or billed by CLEC may be returned	Sprint wants to retain proposed language.

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			to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original <u>EMR EMI</u> format utilizing standard <u>EMR EMI</u> return codes. <u>XO agrees.</u>	
15	84.1.11.2	Closed	To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, <u>magnetic tape</u> or in a format suitable for use with desktop computers. <u>XO agrees.</u>	Sprint wants to retain proposed language.
16	84.1.10.4	Closed	XO wants to make the following change: Sprint shall accept electronically transmitted files <u>or magnetic tape</u> that conform to NENA Version #2 format. <u>XO agrees.</u>	Sprint wants to retain proposed language.
17	83.2	Closed	XO wants to add the following: Directory Assistance Service Sprint shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by XO subscribers directly to, at XO's option, either (a) the XO DA service platform to the extent Sprint's switch can perform this customized routing, or (b) Sprint DA service platform to the extent there is a DA service platform for that serving area. XO subscribers shall be provided the capability by Sprint to dial the same telephone numbers for access to XO Directory Assistance that Sprint subscribers dial to access Sprint Directory Assistance. Should XO elect to resell Sprint Directory Assistance, Sprint shall provide Directory Assistance functions and services to XO for its subscribers as described below. Sprint agrees to provide XO subscribers with the same Directory Assistance service available to Sprint	Sprint wants to retain proposed language.

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		<p>subscribers. Sprint shall notify XO in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to XO. Sprint shall provide Directory Assistance to XO subscribers in accordance with Sprint's internal local operator procedures and standards. Sprint shall provide XO with the same level of support for the provisioning of Directory Assistance as Sprint provides itself. Quality of service standards shall be measured at the aggregate level in accordance with standards and performance measurements that are at Parity with the 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. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, and disaster recovery options. XO or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides DA services, upon five (5) business days notice to Sprint. Directory Assistance services provided by Sprint to XO subscribers shall be branded in accordance with Part B, Article 10 of this Agreement. Sprint shall provide the following minimum Directory Assistance capabilities to XO's subscribers:</p> <p>A maximum of two subscriber listings and/or addresses or Sprint Parity per XO subscriber request.</p> <p>Telephone number and address to XO subscribers upon request, except for non-published/unlisted numbers, in the same states where such information is provided to</p>	
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		<p>Sprint subscribers.</p> <p>Upon XO's request, call completion to the requested number for local and intraLATA toll calls shall be sent to the network specified by XO where such call completion routing is technically feasible. If fulfillment of such routing request is not technically feasible, Sprint shall promptly notify XO if and when such routing becomes technically feasible. Rating and billing responsibility shall be agreed to by XO and Sprint.</p> <p>Populate the Directory Assistance database in the same manner and in the same time frame as for Sprint subscribers.</p> <p>Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for XO subscribers as for Sprint's subscribers.</p> <p>Sprint shall provide XO call detail records in a mutually agreed format and manner.</p> <p>Operator Services Sprint shall provide for the routing of local operator services calls (including but not limited to 0+, 0-) dialed by XO subscribers directly to either the XO operator service platform or Sprint operator service platform to the extent Sprint's switch can perform this customized routing, as specified by XO. XO subscribers shall be provided the capability by Sprint to dial the same telephone numbers to access XO operator service that Sprint subscribers dial to access Sprint operator service. Should XO elect to resell Sprint Operator Services, Sprint shall provide Operator Services to as described below. Sprint agrees to provide XO subscribers the same</p>	
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		<p>Operator Services available to Sprint subscribers. Sprint shall make available its service enhancements on a non-discriminatory basis. Operator Services provided to XO subscribers shall be branded in accordance with Part B, Article 10 of this Agreement. Sprint shall provide the following minimum Operator Service capabilities to XO subscribers: Sprint shall complete 0+ and 0- dialed local calls. Sprint shall complete 0+ intraLATA toll calls. Sprint shall complete calls that are billed to a 0+ access calling card. Sprint shall complete person-to-person calls. .Sprint shall complete collect calls. .Sprint shall provide the capability for callers to bill to a third party and complete such calls. .Sprint shall complete station-to-station calls. .Sprint shall process emergency calls. .Sprint shall process Busy Line Verify and Busy Line Verify and Interrupt requests. To the extent not prohibited by law or regulation, Sprint shall process emergency call trace. .Sprint shall process operator-assisted directory assistance calls. .Sprint shall provide basic rate quotes, subject to Sprint's operator systems being capable to perform unique rating for XO. .Sprint shall process time-and-charges requests, at Parity with Sprint's own service offerings. .Sprint shall route 0- traffic directly to a "live" operator team. .When requested by XO, Sprint shall provide instant credit on operator services calls as provided to Sprint subscribers or shall inform XO subscribers to call an 800 number for XO subscriber service to request a credit. Sprint shall provide one 800 number for business subscribers and another for residential subscribers. Caller assistance for the disabled shall be provided in the same manner as provided to Sprint subscribers. .When available, Sprint shall provide operator-assisted conference calling. Operator Service shall provide XO's local usage rates when providing rate quote and time-and-charges</p>	
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		<p>services, and subject to the provisions described herein. Operator Service shall adhere to equal access requirements.</p> <p>Sprint shall exercise the same level of fraud control in providing Operator Service to XO that Sprint provides for its own operator service.</p> <p>Sprint shall query for Billed Number Screening restrictions when handling Collect, Third Party, and Calling Card Calls, both for station to station and person to person call types.</p> <p>Sprint shall provide at an aggregate level for the operator service center, service measurements and accounting reports to XO at Parity with the service measurements and accounting reports Sprint provides itself.</p> <p>XO or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides Operator Services, upon five (5) business days notice to Sprint.</p> <p>Sprint shall direct XO subscriber account and other similar inquiries to the subscriber service center designated by XO.</p> <p>Sprint shall provide call records in accordance with Article 4 of this Attachment VII.</p> <p>Sprint shall accept and process overflow 911 traffic routed from XO to the underlying platform used to provide Operator Service where such overflow is performed by Sprint for its subscribers.</p> <p>Sprint shall engineer its BLV/BLVI facilities to accommodate the anticipated volume of BLV/BLVI requests during the Busy Hour. XO may, from time to time, provide its anticipated volume of BLV/BLVI requests to Sprint. In those instances when the BLV/BLVI systems and databases become unavailable, Sprint shall promptly inform XO.</p>	
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			<u>XO agrees.</u>	
18	84.2	Closed	XO wants to make the following change: Directory <u>Assistance and Listings</u> Service Requests	<u>Sprint agrees.</u>
19	84.5.1	Closed	XO wants to make the following changes: These requirements pertain to Sprint's <u>DA and Listings</u> Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in <u>Sprint Directory Assistance and Directory Listings</u> databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.	<u>Sprint agrees.</u>
20	84.5.3.2 84.5.3.3	Closed	XO wants to make the following changes: Retain all white page listings for the subscriber in <u>both DA and DL</u> .	<u>Sprint agrees.</u>
21	84.5.4	Closed	XO wants to make the following changes: Based on changes submitted by CLEC, Sprint shall update and maintain directory <u>assistance and directory listings</u> data for CLEC subscribers who:	<u>Sprint agrees.</u>
22	84.5.5 84.5.6	Closed	XO wants to make the following changes: shall not charge for storage of CLEC subscriber information in the <u>DA and DL</u> systems.	<u>Sprint agrees.</u>
23	84.6.7	Closed	XO wants to make the following changes: In addition to a basic White Pages listing, Sprint will provide, tariffed <u>under separate agreement</u> , White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.	<u>Sprint agrees.</u>



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

XO Florida, Inc.

and

Sprint – Florida, Incorporated

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this ___ day of _____, 2003, is entered into by and between XO Florida, Inc. ("XO"), a Washington corporation, and Sprint – Florida, Incorporated ("Sprint"), a Florida corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks 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 XO's use in the provision of exchange access ("Local Interconnection"); and

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

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

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Florida Public Service Commission Florida Public Service Commission (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, XO and Sprint hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Article 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.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Act" means the Communications Act of 1934, as amended.
- 1.5. "Affiliate" is as defined in the Act.
- 1.6. "ASR" Access Service Request means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between XO and Sprint for local interconnection.
- 1.7. "Automated Message Accounting (AMA)" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.
- 1.8. "Automatic Location Identification (ALI)" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.
- 1.9. "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
- 1.10. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.11. "Automatic Route Selection (ARS)" is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or

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

- 1.12. "ATU – C" refers to an ADSL Transmission Unit – Central Office.
- 1.13. "Bill and Keep" is as defined in the FCC's rules and orders, including the FCC ISP Order.
- 1.14. "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.
- 1.15. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.16. "Calling Party Number (CPN)" is a CCS parameter which refers to the number transmitted through the network identifying the calling party.
- 1.17. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.18. "Common Channel Signaling (CCS)" is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.19. "Competitive Local Exchange Carrier (CLEC)" means any entity or person authorized to provide local exchange services in competition with and ILEC.
- 1.20. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.20.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.20.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.20.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.21. "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.

- 1.22. "Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.23. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.24. "Commission" means the Florida Public Service Commission.
- 1.25. "Common Transport" provides a local interoffice transmission path between the Sprint Tandem Switch and a Sprint or XO end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.
- 1.26. "Confidential and/or Proprietary Information" has the meaning set forth in Article 11 of Part A -- General Terms and Conditions.
- 1.27. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.28. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.29. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.30. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.31. "Dedicated Transport" provides a local interoffice transmission path between Sprint and/or XO central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.
- 1.32. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.33. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.34. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.35. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.36. "Enhanced 911 Service (E911)" means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling

party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

- 1.37. Enhanced Extended Link ("EEL") for purposes of this Agreement refers to a combination of existing unbundled network elements comprised of a NID, loop, multiplexing (MUX), if necessary, and transport in the Sprint network.
- 1.38. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.39. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.40. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.41. "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.
- 1.42. "EMI" (Exchange Message Interface System) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions)."
- 1.43. "End Date" is the date this Agreement terminates as referenced in 4.2.
- 1.44. "FCC" means the Federal Communications Commission.
- 1.45. "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.
- 1.46. "High Frequency Spectrum Unbundled Network Element" ("HFS UNE") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
- 1.47. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.48. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.

- 1.49. "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.
- 1.50. "Information Access Traffic," is as defined in paragraph 44 of the FCC's *Order on Remand and Report and Order* in CC Docket Nos. 96-98 and 99-68.
- 1.51. "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.
- 1.52. "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.
- 1.53. "Local Loop" refers to a transmission path between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the Network Interface Device at a customer's premises, to which XO is granted exclusive use. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DS1-level signals.
- 1.54. "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.
- 1.55. "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.
- 1.56. "Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area. Boundaries of Sprint's local calling area are as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any Information Access Traffic. Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.57. "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.

- 1.58. “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.
- 1.59. “National Emergency Number Association (NENA)” is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.60. *Sprint position:*
Non-Voice Grade Loop” is a pair of twisted wires which exceeds 18,00 feet in length and does not contain line conditioning equipment such as load coils, bridge taps, or range extenders.
XO Position:
Non-Voice Grade Loop” is a pair of twisted wires which exceeds 18,00 feet in length and does not contain line conditioning equipment such as load coils, bridge taps, or range extenders.
- 1.61. “Network Element” as defined in the Act.
- 1.62. “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.
- 1.63. “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.
- 1.64. “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.

- 1.65. "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)
- 1.66. "Operator Systems" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.
- 1.67. "Operator Services" provides for:
 - 1.67.1. operator handling for call completion (e.g., collect calls);
 - 1.67.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.67.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.68. "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 XO, 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 XO as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.69. "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.
- 1.70. "Parties" means, jointly, Sprint – Florida, Incorporated and XO Florida, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.71. "Party" means either Sprint – Florida, Incorporated or XO Florida, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.72. "Percent Local Usage (PLU)" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

- 1.73. “Point of Interconnection” (“POI”) is the point that establishes the technical interface, the test point, and the operational responsibility hand-off between XO and Sprint for the local interconnection of their networks.
- 1.74. “Pre-Order Loop Qualification” (“Loop Qualification”) is an OSS function that includes supplying loop qualification information to XOs as part of the Pre-ordering Process. Examples of the type of information provided are:
 - 1.74.1. Composition of the loop material, i.e. fiber optics, copper;
 - 1.74.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
 - 1.74.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;
 - 1.74.2.2. Feeder/distribution interfaces;
 - 1.74.2.3. Bridge taps;
 - 1.74.2.4. Load coils;
 - 1.74.2.5. Pair gain devices; or
 - 1.74.2.6. Disturbers in the same or adjacent binders.
 - 1.74.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
 - 1.74.4. Wire gauge or gauges; and
 - 1.74.5. Electrical parameters.
- 1.75. “Proprietary Information” shall have the same meaning as Confidential Information.
- 1.76. “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 XO 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 XO 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.
- 1.77. “Routing Point” means a location which Sprint or XO has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or XO 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.

- 1.78. “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.
- 1.79. “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.
- 1.80. “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.
- 1.81. “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.82. “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.
- 1.83. “Switch” means a Central Office Switch as defined in this Part A.
- 1.84. “Synchronous Optical Network (SONET)” is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.85. “Tandem Office Switches”, “Tandem”, and “Tandem Switching” describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.86. “Tariff” means a filing made at the state or federal level for the provision of a

telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

- 1.87. “Technically Feasible” refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.88. “Telecommunications” is as defined in the Act.
- 1.89. “Telecommunications Carrier” is as defined in the Act.
- 1.90. “Telecommunication Services” is as defined in the Act.
- 1.91. “Transit Service” means the delivery of Local or non-Local Traffic by Sprint or XO, that (a) originated on one Party’s network, transited through the other Party’s network, and terminated to a third party Telecommunications Carrier’s network or (b) originated on a third party Telecommunications Carrier’s network, transited through a Party’s network, and terminated to the other Party.
- 1.92. “Transit Traffic” means Local or non-Local traffic that (a) originated on one Party’s network, transited through the other Party’s network, and terminated to a third party Telecommunications Carrier’s network or (b) originated on a third party Telecommunications Carrier’s network, transited through a Party’s network, and terminated to the other Party’s network.
- 1.93. “Wholesale Service” means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.
- 1.94. “Wire Center” denotes a building or space within a building which serves as an aggregation point on a given carrier’s network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- 1.95. “xDSL” refers to 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

2. SCOPE OF THIS AGREEMENT

- 2.1. This Agreement specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.
- 2.2. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations, Applicable Law and, in any event, not less than thirty (30) days notice.

3. REGULATORY APPROVALS

- 3.1. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules, including but not limited to issuance of an effective order by the FCC *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Docket No. CC 01-338, (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 3.2. Notwithstanding any other provision of this Agreement to the contrary §3.1 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute

Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.

4. TERM AND TERMINATION

- 4.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if XO has any undisputed outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. 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 XO has established a customer account with Sprint and has completed the Implementation Plan described in Article 32 hereof.
- 4.2. Except as provided herein, Sprint and XO agree to provide service to each other on the terms of this Agreement for a period from the Effective Date through and including _____, _____ (the "End Date").
- 4.3. 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 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.
- 4.4. Sprint may terminate this Agreement upon ten (10) days notice if XO is not exchanging traffic with Sprint or has not submitted orders for services or unbundled network elements pursuant to this Agreement within 180 days of the Effective Date. In addition, Sprint reserves the right to terminate this Agreement immediately upon notice from the XO that is has ceased doing business in this state. In addition to notice from XO, Sprint may utilize any publicly available information in concluding that XO is no longer doing business in this state, and immediately terminate this Agreement.
- 4.5. 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.
- 4.6. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon closure of the sale or trade after providing XO with not less than sixty (60) days prior written notice. Sprint will try to provide notice to XO of the sale or trade, if possible, and will abide by the Commission's order concerning the sale or trade.

Nothing in this Agreement will prevent XO from petitioning the Commission regarding this issue.

5. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

5.1. *Sprint position:*

Prior to the End Date, CLEC will provide Sprint notice to commence negotiations pursuant to sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.

XO position:

No later than 160 Days prior to the End Date, CLEC will provide Sprint notice to commence negotiations pursuant to sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.

5.2. *Sprint position:*

In the event that this Agreement expires under section Error! Reference source not found., and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under sections 4.3, 5.3, 5.4 and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement , or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.

XO position:

In the event that this Agreement expires under § xx and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in negotiation, arbitration or mediation before the appropriate Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, then at the request of either Party, the Parties shall provide each other Interconnection services after the End Date under the same terms as the expired Agreement. Service under these terms will continue in effect only until the earlier to occur of the Parties execute a successor agreement , or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an

agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.

5.3 *Sprint position:*

In the event that on the End Date the Parties have not executed a successor agreement and Section 0 does not apply, Sprint will continue to provide services pursuant to one of the following:

5.3.1 Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist as of the End Date; or

5.3.2 An existing agreement between Sprint and another carrier adopted by CLEC for the remaining term of that agreement. If CLEC fails to designate an agreement under this subsection, then Sprint may designate such agreement.

XO position:

In the event that on the End Date the Parties have not executed a successor agreement and Section 0 does not apply, Sprint will continue to provide services pursuant to one of the following:

5.3.1 Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist as of the End Date; or

5.3.2 An existing agreement between Sprint and another carrier adopted by CLEC for the remaining term of that agreement

5.3.3 ~~If CLEC fails to designate an agreement under this subsection, then Sprint may designate such agreement.~~

6 CHARGES AND PAYMENT

6.1 In consideration of the services provided by Sprint under this Agreement, XO shall pay the undisputed charges set forth in Part C. The billing and payment procedures for charges incurred by XO hereunder are set forth in Part J.

6.2 Subject to the terms of this Agreement, the Parties shall pay undisputed invoices by the due date shown on the invoice. For undisputed invoices not paid when due, late payment charges will be assessed under §6.4. Late payment charges will also be assessed under §6.4 for disputed amounts that are resolved in favor of the billing Party but shall not be assessed for disputed amounts that are resolved in favor of the billed Party. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

- 6.3 Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be 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.
- 6.4 Either Party will assess late payment charges to the other Party equal to the lesser of the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date the customer actually makes the payment to the other Party, or 0.000329 percent compounded daily for the number of days from the payment due date to and including the date that the customer actually makes the payment to the other Party, until the amount due is paid in full.
- 6.5 Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with §39.

7 AUDITS AND EXAMINATIONS

- 7.1 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.
- 7.2 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).

- 7.3 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 § 7.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.
- 7.4 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 § 6.4 above.
- 7.5 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.
- 7.6 This Article 7 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 8.2 Sprint agrees to use its best efforts if necessary to obtain for XO, under commercially reasonable terms, Intellectual Property rights to each unbundled network element necessary for XO to use such unbundled network element in the same manner as Sprint.
- 8.3 Sprint shall have no obligations to attempt to obtain for XO any Intellectual Property right(s) that would permit XO to use any unbundled network element in a different manner than used by Sprint.
- 8.4 To the extent not prohibited by a contract with the vendor of the network element sought by XO that contains Intellectual Property licenses, Sprint shall reveal to XO the name of the vendor, the Intellectual Property rights licensed to Sprint under the vendor contract and the terms of the contract (excluding cost terms). Sprint shall, at XO's request, contact the vendor to attempt to obtain permission to reveal additional contract details to XO.
- 8.5 All costs associated with the extension of Intellectual Property rights to XO pursuant to Section **Error! Reference source not found.**2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including Sprint consistent with the FCC's pricing rules.
- 8.6 Sprint hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning XO's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with XO's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights Sprint agrees in Section **Error! Reference source not found.** to use its best efforts to obtain.

9 LIMITATION OF LIABILITY

- 9.1 Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively “Consequential Damages”), whether arising in contract or tort, provided that the foregoing shall not limit a Party’s obligation under Article 10 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 XO for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

10 INDEMNIFICATION

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

- 10.2 *Sprint position:*

XO shall indemnify and hold harmless Sprint from all claims by XO’s subscribers.

XO position:

~~XO shall indemnify and hold harmless Sprint from all claims by XO’s subscribers.~~ XO shall indemnify and hold harmless Sprint from: All claims and damages arising from XO’s discontinuance of service to one of XO’s subscribers because of nonpayment by that subscriber. All claims by XO’s subscribers arising from Sprint’s discontinuance of service to XO because of nonpayment by XO.

- 10.3 *Sprint position:*

Sprint shall indemnify and hold harmless XO from all claims by Sprint’s subscribers.

XO position:

~~Sprint shall indemnify and hold harmless XO from all claims by Sprint’s subscribers.~~ Sprint shall indemnify and hold harmless XO from: All claims and damages arising from Sprint discontinuance of service to one of Sprint’s subscribers because of nonpayment by that subscriber. All claims by Sprint’s subscribers arising from XO’s discontinuance of service to Sprint because of nonpayment by Sprint.

- 10.4 The indemnifying Party under this Article 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.
- 10.5 The indemnified Party agrees to notify the other Party promptly, in writing, of any

written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

- 10.6 The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense of an appropriately tendered claim, lawsuit, or demand, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 10.7 When the lines or services of other companies and XOs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 10.8 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services and Unbundled Network Elements 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
 - 10.8.1 any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and
 - 10.8.2 Consequential Damages (as defined in Article 9 above).

11 BRANDING

- 11.1 XO shall provide the exclusive interface to XO subscribers, except as XO shall otherwise specify for the reporting of trouble or other matters identified by XO for which Sprint may directly communicate with XO subscribers. In those instances where XO requests that Sprint personnel interface with XO subscribers, such Sprint personnel shall inform the XO subscribers that they are representing XO, or such brand as XO may specify.
- 11.2 Other business materials furnished by Sprint to XO subscribers shall bear no corporate name, logo, trademark or tradename.
- 11.3 Sprint shall not use any interface with XO subscribers authorized under this Article 11 to market Sprint services or to discourage subscribers from obtaining XO services. Except as specifically agreed by the Parties, in no event shall either

Party provide information to the other Party's subscribers through the interfaces authorized in this Article 11 about the other Party or the other Party's products or services for the purpose of disparaging the other Party or its products and services. Nothing herein requires either Party to provide information about the other Party's products and services.

- 11.4 Sprint shall share pertinent details of Sprint's training approaches related to branding with XO to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 11.5 This Article 11 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.

12 REMEDIES

- 12.1 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.

13 CONFIDENTIALITY AND PUBLICITY

- 13.1 All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 13.2 During the term of this Agreement, and for a period of two (2) years thereafter, Recipient shall
 - 13.2.1 use it only for the purpose of performing under this Agreement,
 - 13.2.2 hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
 - 13.2.3 safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 13.3 Recipient shall have no obligation to safeguard Confidential Information

- 13.3.1 which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 13.3.2 which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 13.3.3 which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 13.3.4 which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 13.4 Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 13.5 Each Party agrees that in the event of a breach of this §13 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 13.6 Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This §13.6 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 13.7 *Sprint position:*

Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

XO position:

A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary

trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

- 13.8 Except as otherwise expressly provided in this §13, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation §222 of the Act.

14 DISCLAIMER OF WARRANTIES

- 14.1 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.

15 ASSIGNMENT AND SUBCONTRACT

- 15.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier 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.
- 15.2 Except as provided in §15.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

16 GOVERNING LAW

16.1 *Sprint position:*

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern. In the event any provision of this Agreement is found to be ambiguous, such provision shall be interpreted consistent with Applicable Law.

XO position:

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

17 RELATIONSHIP OF PARTIES

- 17.1 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.

18 NO THIRD PARTY BENEFICIARIES

- 18.1 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 Carrier from providing its Telecommunications Services to other carriers.

19 NOTICES

- 19.1 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	If to XO:	Regulatory Manager XO Nevada, L.L.C. 2240 Corporate Circle
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6480 Sprint Parkway
KSOPHM0310-3A453
Overland Park, KS 66251

Henderson, NV 89014
Tel. 702.990.1534
Fax 702.990.8989

with a
copy to:

Field Service Manager
330 S. Valley View Blvd.
Las Vegas, NV 89107

With a
Copy to:

Karen Potkul
Vice President, Regulatory
& External Affairs
XO Communications, Inc.
1924 E. Deere Avenue
Santa Ana, CA 92705
Tel. 949.417.7766
Fax 949.417.7377
karen.potkul@xo.com

- 19.2 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 §19.

20 WAIVERS

- 20.1 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.
- 20.2 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.
- 20.3 Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

21 SURVIVAL

- 21.1 Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 6, 7, 8, 9, 10, 13, 18, 20, and 23.

22 FORCE MAJEURE

- 22.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this §22 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to §4 hereof. in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of XO.

23 DISPUTE RESOLUTION

- 23.1 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. If the Parties are unable to resolve the dispute, 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 the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.
- 23.2 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.
- 23.3 If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 days from

the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

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

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 both Parties.

27 SEVERABILITY

- 27.1 Subject to § **Error! Reference source not found.**, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

28 HEADINGS NOT CONTROLLING

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

29 ENTIRE AGREEMENT

29.1 This Agreement, including all Parts and Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

30 COUNTERPARTS

30.1 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.

31 SUCCESSORS AND ASSIGNS

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

32 IMPLEMENTATION PLAN

Sprint position:

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

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

XO position:

~~This Agreement sets forth the overall standards of performance for 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 provide to the other party and to update as necessary the following: form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

The agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan") within one hundred twenty (120) days of both Parties having designated members of the Implementation Team. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Part 3 and the trunk groups specified in Part 4 and, including standards and procedures for notification and discoveries of trunk disconnects;

disaster recovery and escalation provisions;

access to Operations Support Systems functions provided hereunder, including gateways and interfaces;

systems readiness and operational readiness plans;

appropriate testing of services, equipment, facilities and Network Elements;

monitoring of inter-company operational processes;

procedures for coordination of local PIC changes and processing;

physical and network security concerns;

Completion of CLEC Checklist and supporting documentation to establish a billing account; and

such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.

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

33 FEDERAL JURISDICTIONAL AREAS

- 33.1 XO understands and agrees that this agreement serves as actual notice that Sprint and its Affiliates have entered into a binding contract to provide exclusive telecommunications services for the Army and Air Force Exchange Service (“AAFES”) during the term of this agreement. The AAFES contract specifies, among other things, that Sprint shall provide all telecommunications services to officer and enlisted temporary living facilities (commonly named Bachelor Officer Quarters and Bachelor Enlisted Quarters) and to all unaccompanied enlisted personnel barracks on United States Army bases. Sprint will be entitled to refuse to resell telecommunications services where the end user is not authorized to select another service provider pursuant to the AAFES Agreement. XO is entitled to communicate to any potential XO customer that XO is unable to provide the customer telecommunications services because of the AAFES agreement.

PART C - GENERAL PRINCIPLES

34 USE OF FACILITIES.

Sprint position:

- 34.1 In situations where XO has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise, the following will apply:
- 34.1.1 Sprint shall notify XO by phone through the designated XO contact and via fax that it has had a request for service at the premise location that is currently being served by XO;
- 34.1.2 If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;
- 34.1.3 So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial phone notification from Sprint to XO and Sprint shall issue a disconnect order with respect to the XO service at that location.

XO position:

~~34.2 In situations where XO has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise, the following will apply:~~

~~34.2.1 Sprint shall notify XO by phone through the designated XO contact and via fax that it has had a request for service at the premise location that is currently being served by XO;~~

~~34.2.2 If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;~~

~~34.2.3 So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial phone notification from Sprint to XO and Sprint shall issue a disconnect order with respect to the XO service at that location.~~

35 PRICE SCHEDULE

35.1 All prices under this agreement are set forth in Table One of this Part C.

35.2 Subject to the provisions of Part B, Article 3 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

36 LOCAL SERVICE RESALE

36.1 The rates that XO shall pay to Sprint for Local Resale are as set forth in Table 1 of this Part and shall be applied consistent with the provisions of Part D of this Agreement.

37 INTERCONNECTION AND RECIPROCAL COMPENSATION

37.1 Local Traffic will be compensated at the contract rate set forth in Table 1. Information Access Traffic will be compensated at the rates established by the FCC as set forth in Table One. The rates shall be applied consistent with the provisions of Part F of this Agreement.

37.1.1 Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be Information Access Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC

Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the “ISP Compensation Order”).

37.1.1.1 Compensation for Information Access Traffic is subject to the growth cap. The growth cap will be applied as follows.

37.1.1.1.1 For the purposes of establishing a baseline for compensation for ISP-bound Traffic, the Parties shall use, on an annualized basis, the number of ISP-bound minutes for which XO was compensated during the first quarter of 2001, plus an additional ten percent growth factor.

37.1.1.1.2 In 2002, Sprint will compensate XO for Information Access Traffic up to a ceiling of the number of ISP-bound minutes calculated as a baseline in the preceding subsection , plus an additional ten percent growth factor.

37.1.1.1.3 In 2003, Sprint will compensate XO for Information Access Traffic up to the number of ISP-bound minutes for which XO was compensated during 2002.

37.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement.

37.3 LNP will be used where available in accordance with 47 CFR 52.23. INP is available in all Sprint service areas where LNP is not available. Once LNP is available, all INP arrangements will be converted to LNP. Where INP is available and a toll call is completed through Sprint’s INP arrangement (e.g., remote call forwarding) to XO’s subscriber, XO shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations. If a national standard billing method has not been developed for a XO to directly bill a carrier access for a toll call that has been completed using interim number portability, then the INP Rate specific to Access Settlements in this Part C will be used. However, if the switch is LNP capable, but not deployed, XO will submit a BFR and Sprint will deploy LNP in accordance with 47 CFR 52.23. In the event of a conflict, 47 CFR 52.23 will control.

37.3.1 The ported-to-party shall charge the porting party on a per line basis using the INP’d Rate specific to Access Settlements in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as subject to INP will be compensated as local interconnection as set forth in § 37.1.

37.4 XO shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Part when XO uses a Sprint access tandem to terminate a local call to a third party LEC or another XO. Sprint shall pay XO a transit rate equal to the Sprint rate referenced above when Sprint uses a XO switch to terminate a local call to a third party LEC or another XO.

37.5 *Sprint position:*

The Parties will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its “Local Traffic,” as defined herein, for reciprocal compensation purposes. Each Party may request the other Party’s traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by the requesting Party. Should the documentation indicate that the factor should be changed by Sprint, the Parties agree that any changes will be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party’s access tariffs. XO will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

XO position:

~~XO~~ The Parties will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its “Local Traffic,” as defined herein, for reciprocal compensation purposes. ~~Sprint~~ Each Party may request ~~XO’s~~ the other Party’s traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by ~~Sprint~~ the requesting Party. Should the documentation indicate that the factor should be changed by ~~Sprint~~ the Parties, the Parties agree that any changes will only be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement 90 days.. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each Party’s access tariffs. ~~XO~~ will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

37.5.1 *Sprint position:*

To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted

with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

XO position:

To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

38 UNBUNDLED NETWORK ELEMENTS

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

39 SECURITY DEPOSIT

Sprint position:

- 39.1 Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date.
- 39.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 The fact that a security deposit has been made in no way relieves XO 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.

- 39.6 Sprint reserves the right to increase, and XO agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in XO's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 39.7 Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to XO, provided, however, Sprint may exercise its right to credit any cash deposit to XO'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:
- 39.7.1 when XO undisputed balances due to Sprint that are more than thirty (30) days past due; or
 - 39.7.2 when XO files for protection under the bankruptcy laws; or
 - 39.7.3 when an involuntary petition in bankruptcy is filed against XO and is not dismissed within sixty (60) days; or
 - 39.7.4 when this Agreement expires or terminates.
- 39.8 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months. Sprint will pay interest on cash deposits at the prime rate, as quoted in the Wall Street Journal on the first business day of every month, to be compounded monthly, of the cash deposit at the time the cash deposit is either credited to CLEC's account or when the cash deposit is returned to CLEC. No interest will accrue or be paid on letters of credit.

XO position:

- 39.1 Each Party (“Requesting Party”) Sprint reserves the right to secure payment of the amounts due under this Agreement the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services provided under this Agreement, another contract, or Tariff to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date. Satisfactory credit, once established as provided in this section 37.1, will remain satisfactory and will not be grounds for requesting a security deposit as long as the other Party maintains current payments of undisputed amounts due to the Requesting Party under this Agreement for at least ten (10) months out of any consecutive twelve (12) month period.
- 39.1 Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to the requesting Party-Sprint.
- 39.2 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 the requesting Party Sprint of additional orders for service.
- 39.3 Such security deposit shall be two (2) months' estimated billings as reasonably calculated by the requesting Party Sprint, or twice the most recent month's invoices from the requesting Party-Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 39.4 The fact that a security deposit has been made in no way relieves the other Party ~~XO~~ from complying with the requirements in this Agreement concerning 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 provisions of the Agreement governing regular practices of Sprint providing for discontinuance of service for non-payment of any sums due the requesting Party-Sprint.
- 39.5 The requesting Party-Sprint reserves the right to increase, and the other Party ~~XO~~ agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in XO's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 39.6 Any security deposit shall be held by the requesting Party-Sprint as a guarantee of payment of any charges for carrier services billed to the other

Party XO, provided, however, Sprint may exercise its right to credit any cash deposit to XO'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:

39.6.1 when the other Party's XO-undisputed balances due to the requesting Party-Sprint that are more than thirty (30) days past due; or

39.6.2 when the other Party XO files for protection under the bankruptcy laws; or

39.6.3 when an involuntary petition in bankruptcy is filed against the other Party XO and is not dismissed within sixty (60) days; or

39.6.4 when this Agreement expires or terminates.

39.8 Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Cash or cash equivalent security deposits will be returned to the other Party XO when the other Party XO has made current payments for carrier services to the requesting Party Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months. Sprint will pay interest on cash deposits at the prime rate, as quoted in the Wall Street Journal on the first business day of every month, to be compounded monthly, of the cash deposit at the time the cash deposit is either credited to the other Party XO's account or when the cash deposit is returned to the other Party XO. No interest will accrue or be paid on letters of credit.

Table One

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

2-Wire	\$0.82	
4-Wire	\$1.64	
SmartJack	\$7.60	\$56.65
PRE-ORDER LOOP QUALIFICATION	RECURRING RATE	NRC
Loop Make-Up Information		\$5.90
	RECURRING RATE	NRC
LOOPS		
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 Addt'l cable pair, UG same time, same location and cable		\$3.43
Unload cable pair, per Aerial or Buried Location		\$7.80
Unload Addt'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 Addt'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 Addt'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		
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.	RECURRING RATE	NRC
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	\$0.00	\$67.90
Network Ring Again, available with 2-Way PRI Only	\$14.28	\$376.06
Caller ID with Name & Number per PRI Interface	\$27.15	\$94.01
Call-By-Call/Integrated Service Feature, available with 2-Way PRI Only	\$2.69	\$250.71
2-B-Channel Transfer per PRI Interface	\$71.52	\$250.71
Circular Hunt per PRI Interface	\$23.84	\$250.71
National ISDN-2 Protocol per PRI Interface	\$0.00	\$250.71
E911 Call Screening per PRI Interface	\$95.36	\$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		\$16.14
UNE-P 2-wire PBX VG Loop - Disconnect Service Charge		\$20.80
		\$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	\$239.38	
ISDN PRI Port - Two Way	\$340.71	\$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		\$97.66
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		
	RECURRING RATE	NRC
Per INP Line	\$5.89	
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
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	\$0.0010	N/A
After June 13, 2003	\$0.0007	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	

LOOPS

Loop Banding

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	WNRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPFLXADS1	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
Belleview	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 Haxe	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
cottondale	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	LBLFLXADS0	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
Okechobee	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

TRANSPORT

Dedicated Transport Rate Summary

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	WNPKFLXE	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	WNPKFLXA	Apopka	Winter Park	\$ 70.89	\$ 1,108.53
ARCDFLXA	PNGRFLXA	Arcadia	Punta Gorda		
ARCDFLAD	ZLSPFLXA	Arcadia	Zolfo Springs	\$ 241.19	\$ 5,877.04
ARCDFLAD	MRDCFLXA	Arcadia	Port Charlotte	\$ 241.19	\$ 5,877.04
ARCDFLAD	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	Belleview	Wildwood	\$ 97.72	\$ 1,859.52
BLVWFLXA	OCNFFLXA	Belleview	Forest	\$ 284.25	\$ 6,206.08
BLVWFLXA	OCALFLXA	Belleview	Highlands	\$ 284.25	\$ 6,206.08
BLVWFLXA	SSPRFLXA	Belleview	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)	\$ 202.12	\$ 3,906.28
BLVWFLXA	SVSSFLXA	Belleview	Silver Springs Shores	\$ 74.53	\$ 1,210.29

BLVWFLXA	OCALFLXA	Bellevue	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	HMSPFLXA	Beverly Hills	Homosassa				
BVHLFLXA	INVRFLXA	Beverly Hills	Springs	\$	82.16	\$	1,423.98
BNFYFLXA	RYHLFLXA	Beverly Hills	Inverness	\$	82.16	\$	1,423.98
BNFYFLXA	WSTVFLXA	Bonifay	Reynolds Hill	\$	128.12	\$	1,834.43
BNSPFLXA	CYLKFLXA	Bonifay	Westville	\$	77.29	\$	3,247.36
BNSPFLXA	FTMYFLXB	Bonita Springs	Cypress Lake	\$	176.29	\$	4,059.59
BNSPFLXA	FTMBFLXA	Bonita Springs	East Fort Myers	\$	176.29	\$	4,059.59
BNSPFLXA	FTMYFLXA	Bonita Springs	Fort Myers Beach	\$	278.22	\$	6,037.16
BNSPFLXA	GLGCFLXA	Bonita Springs	Fort Myers	\$	176.29	\$	4,059.59
BNSPFLXA	NPLSFLXA	Bonita Springs	Golden Gate	\$	176.29	\$	4,059.59
BNSPFLXA	NNPLFLXA	Bonita Springs	Naples	\$	176.29	\$	4,059.59
BNSPFLXA	NPLSFLXD	Bonita Springs	North Naples	\$	176.29	\$	4,059.59
BNSPFLXA	NPLSFLXC	Bonita Springs	Naples Moorings	\$	176.29	\$	4,059.59
BWLGFLEXA	ZLSPFLXA	Bonita Springs	Naples Southeast	\$	176.29	\$	4,059.59
BWLGFLEXA	WCHLFLXA	Bowling Green	Zolfo Springs	\$	229.95	\$	6,645.69
KSSMFLXD	KSSMFLXA	Bowling Green	Wauchula	\$	229.95	\$	6,645.69
BSHNFLXA	WLWDFLXA	Buenaventura	Lakes				
BSHNFLXA	LSBGFLXA	Lakes	Kissimmee	\$	146.32	\$	2,782.16
CPCRFLXA	FTMBFLXA	Bushnell	Wildwood	\$	295.15	\$	6,511.36
CPCRFLXA	PNISFLXA	Bushnell	Leesburg	\$	197.44	\$	4,651.84
CPCRFLXA	CPCRFLXA	Cape Coral	Fort Myers Beach	\$	168.76	\$	2,972.12
CPCRFLXA	NFMYFLXA	Cape Coral	Pine Island	\$	168.76	\$	2,972.12
CPHZFLXA	MRDCFLXA	Cape Coral	North Cape Coral	\$	66.82	\$	994.55
CLMTFLXA	WNDRFLXA	Cape Coral	North Fort Myers	\$	66.82	\$	994.55
CLMTFLXA	UMTLFLXA	Cape Haze	Port Charlotte	\$	64.86	\$	939.60
CLTNFLXA	MRHNFLXA	Clermont	Windermere	\$	194.41	\$	3,690.55
CLTNFLXA	LBLFLXA	Clermont	Umatilla	\$	168.54	\$	2,966.01
CPCRFLXB	FTMYFLXC	Clewiston	Moore Haven	\$	100.99	\$	1,951.11
CRVWFLXA	DFSPFLXA	Clewiston	LaBelle	\$	100.99	\$	1,951.11
CRVWFLXA	FTWBFLXA	Clewiston	North Cape				
CRVWFLXA	LRHLFLXA	Coral	Ft. Myers	\$	84.85	\$	1,109.17
CRRVFLXA	DDCYFLXA	Crestview	DeFuniak Springs	\$	151.57	\$	3,367.62
CYLKFLXA	CYLKFLXB	Crestview	Fort Walton Beach	\$	151.57	\$	3,367.62
CYLKFLXA	IONAFLXA	Crestview	Laurel Hill*	\$	32.32	\$	466.75
CYLKFLXA	FTMYFLXA	Crystal River	Dade City	\$	247.76		ICB
CYLKFLXA	SCPKFLXA	Cypress Lake	Cypress Lake	\$	174.50	\$	3,132.90
DDCYFLXA	LSBGFLXA	Cypress Lake	Iona	\$	152.31		
DDCYFLXA	SNANFLXA	Cypress Lake	Ft. Myers	\$	176.29	\$	4,059.59
DFSPFLXA	PXTNFLXA	Cypress Lake		\$	256.06		
DFSPFLXA	FRPTFLXA	Dade City	Leesburg	\$	126.34		
DESTFLXA	FRPTFLXA	Dade City	San Antonio	\$	63.34	\$	896.86
DESTFLXA	GLDLFLXA	DeFuniak	DeFuniak				
ESTSFLXA	LSBGFLXA	Springs	Paxton*	\$	183.90	\$	3,834.37
EVRGFLXA	NPLSFLXA	DeFuniak	Freeport	\$	151.57	\$	3,367.62
OCNFFLXA	SVSSFLXA	Springs	Freeport	\$	151.57	\$	3,367.62
FTMYFLXA	ARCDLFLXA	Destin	Glendale	\$	205.68	\$	4,006.01
FTMYFLXA	AVPKFLXA	Destin	Leesburg	\$	104.40	\$	2,046.76
FTMYFLXA	CLTNFLXA	Eustis	Naples	\$	176.29	\$	4,059.59
FTMYFLXA	CYLKFLXB	Everglades	Silver Springs				
		Forest	Shore	\$	161.34	\$	2,764.53
		Fort Myers	Arcadia	\$	205.71	\$	4,800.91
		Fort Myers	Avon Park	\$	205.71	\$	4,800.91
		Fort Myers	Clewiston	\$	433.99	\$	10,068.67
		Fort Myers	Cypress Lake	\$	75.83	\$	1,125.36

FTMYFLXA	IONAFLXA(CYLKFLXB)	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		
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
			San Carlos				
FTMYFLXA	SCPKFLXA	Fort Myers	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
		Fort Myers					
FTMBFLXA	CPCRFLXA	Beach	North Cape Coral	\$	168.76	\$	2,972.12
FTMBFLXA	NPLSFLXA	Beach	Naples	\$	278.22	\$	6,037.16
FTMBFLXA	NNPLFLXA	Beach	North Naples	\$	278.22	\$	6,037.16
FTMBFLXA	NFMYFLXA	Beach	North Fort Myers	\$	101.93	\$	1,977.56
FTMBFLXA	PNISFLXA	Beach	Pine Island	\$	101.93	\$	1,977.56
		Fort Walton					
FTWBFLXA	PNSCFLWA	Beach	Pensacola	\$	34.61	\$	489.31
FTWBFLXA	TLHSFLXA	Beach	Tallahassee	\$	1,207.55		
FTWBFLXA	FRPTFLARS0	Beach	Freeport	\$	151.57	\$	3,367.62
FTWBFLXB	CRVWFLXA	Beach	Crestview	\$	148.48		
FRPTFLXA	GLDLFLXA	Freeport	Glendale	\$	205.68	\$	4,006.01

GLDLFLXA	PXTNFLXA	Glendale	Paxton*	\$	238.00	\$	4,472.76
IMKLFLXA	LBLFLXA	Immokalee	LaBelle	\$	244.54	\$	4,384.91
IMKLFLXA	NPLSFLXA	Immokalee	Naples	\$	176.29	\$	4,059.59
KSSMFLXA	WNDRFLXA	Kissimmee	Windermere	\$	174.82		
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	\$	252.01	\$	4,426.63
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		
LKPCFLXA	SLHLFLXA	Lake Placid	Spring Lake	\$	296.24	\$	6,541.89
LKPCFLXA	SBNGFLXA	Lake Placid	Sebring	\$	55.05	\$	664.85
LSBGFLXA	OCALFLXA	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
LSBGFLXA	WNGRFLXA	Leesburg	Winter Garden				
LSBGFLXA	WNPFLXE	Leesburg	Winter Park				
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		
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	\$	126.34	\$	2,306.35
OCALFLXA	SVSSFLXA	Ocala	Silver Springs				
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		
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	\$	172.24	\$	3,069.81
OKLWFLXA	SVSSFLXA	Oklawaha	Silver Springs				
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	WNPFLXA	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	\$	61.81	\$ 854.12
TLHSFLXB	TLHSFLXF	Tallahassee- Willis	Thomasville	\$	111.41	\$ 1,366.33
TLHSFLXB	TLHSFLXH	Tallahassee- Willis	Perkins Rd.	\$	61.81	\$ 854.12
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	KNVFLXA	Winter Park	Kenansville	\$	283.26	\$ 5,973.71
WNPKFLXA	ORLDFLXA	Winter Park	Orlando*	\$	39.44	\$ 666.20

PART D - LOCAL RESALE

40 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

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

41 GENERAL TERMS AND CONDITIONS

- 41.1 Pricing. The prices charged to XO for Local Resale are set forth in Part C of this Agreement.
 - 41.1.1 CENTREX Requirements
 - 41.1.1.1 At XO's option, XO may purchase the entire set of CENTREX features or a subset of any such features.
 - 41.1.1.2 All features and functions of CENTREX Service, including CENTREX Management System (CMS), whether offered under tariff or otherwise, shall be available to XO for resale.
 - 41.1.1.3 Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to XO.
 - 41.1.1.4 Consistent with Sprint's tariffs, XO, at its expense, may collect all data and aggregate the CENTREX local exchange, and IntraLATA traffic usage of XO subscribers to qualify for volume discounts on the basis of such aggregated usage.
 - 41.1.1.5 XO may request that Sprint suppress the need for XO subscribers to dial "9" when placing calls outside the

CENTREX System. Should XO request this capability for its subscriber, the subscriber will not be able to use 4-digit dialing.

- 41.1.1.6 XO may resell call forwarding in conjunction with CENTREX Service.
- 41.1.1.7 XO may purchase any CENTREX Service for resale subject to the requirements of Sprint's tariff.
- 41.1.1.8 Sprint shall make available to XO 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 XO for resale.
- 41.1.1.9 XO may resell Automatic Route Selection ("ARS"). XO may aggregate multiple XO subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.

41.1.2 Voluntary Federal and State Subscriber Financial Assistance Programs

- 41.1.2.1 Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement. However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from XO and XO serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to XO in accordance with the procedures set forth herein.

41.1.3 Grandfathered Services. Sprint will make any service grandfathered to an end-user of any Individual Case Basis ("ICB") service available to XO for resale to that same end-user at the same location(s). Should Sprint discontinue any grandfathered or ICB service, Sprint will provide to XO any legally required notice as soon as practicable and at least equal in quality and timeliness to that which is provided to Sprint's own customers, prior to the effective date of changes in or discontinuation of any product or service that is available for resale under this Subsection.

41.1.4 Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service

Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with FCC and Commission Rules and Regulations.

- 41.1.5 Public Access Lines will be sold at wholesale prices to XO for the purposes of resale to third parties providing pay telephone service to the public. Provision of pay telephone service by XO directly to the public or resale to entities or organizations affiliated with or having the same or substantially similar identity as XO, using Public Access Lines purchased at wholesale, is not allowable resale under the Agreement and is a material breach of the terms of this Agreement.
- 41.1.6 Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Sprint shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.
- 41.1.7 Hospitality Service. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 41.1.8 LIDB Administration
 - 41.1.8.1 Sprint shall maintain customer information for XO customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the XO information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.
 - 41.1.8.2 Until such time as Sprint's LIDB has the software capability to recognize a resold number as XO'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.

PART E - NETWORK ELEMENTS

42 GENERAL

42.1 Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements (“UNEs”) such that XO will be able to subscribe to and interconnect to whichever of these unbundled elements XO requires for the purpose of providing local telephone service to its end users. XO shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is XO’s obligation to combine Sprint-provided UNEs with any facilities and services that XO may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part B, §**Error! Reference source not found.** of this Agreement.

43 UNBUNDLED NETWORK ELEMENTS

43.1 Sprint shall offer UNEs to XO for the purpose of offering Telecommunication Services to XO subscribers. Sprint shall offer UNEs to XO 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. UNEs include:

43.1.1 Network Interface Device (“NID”)

43.1.2 Local Loop

43.1.3 Sub Loop

43.1.4 Switching Capability (Except for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas where Sprint provides non-discriminatory access to the enhanced extended link.)

43.1.4.1 Local Switching

43.1.4.2 Tandem Switching

43.1.5 Interoffice Transport Facilities

43.1.5.1 Common

43.1.5.2 Dedicated

43.1.5.3 Dark Fiber

43.1.6 Signaling Networks & Call Related Databases

43.1.7 Operations Support Systems

43.2 XO may use one or more UNEs to provide any feature, function, capability, or

service option that such UNE(s) is (are) technically capable of providing. Except as provided elsewhere in this Agreement, it is XO's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, XO, or any other party.

43.3 Each UNE provided by Sprint to XO shall be at Parity with 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.

43.4 *Sprint position:*

~~**The provisioning of Unbundled Network Elements in combination or individually is limited to existing facilities to the extent that Sprint imposes the same limitations on retail end users or other wholesale customers who purchase the services provisioned using those Unbundled Network Elements. Sprint is obligated to construct additional facilities to accommodate XO's request for Unbundled Network Elements only to the extent, and pursuant to the same terms and conditions, Sprint constructs additional facilities to accommodate retail end users or other wholesale customer requests for services provisioned using those Unbundled Network Elements.**~~

XO position:

~~**The provisioning of Unbundled Network Elements in combination or individually is limited to existing facilities to the extent that Sprint imposes the same limitations on retail end users or other wholesale customers who purchase the services provisioned using those Unbundled Network Elements. Sprint is obligated to construct additional facilities to accommodate XO's request for Unbundled Network Elements only to the extent, and pursuant to the same terms and conditions, Sprint constructs additional facilities to accommodate retail end users or other wholesale customer requests for services provisioned using those Unbundled Network Elements.**~~

44 BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING

44.1 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 Network Element Bona Fide Request hereunder.

44.2 A UNE Bona Fide Request ("BFR") shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each requested UNE.

44.3 The requesting Party may cancel a UNE Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.

- 44.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the UNE Bona Fide Request.
- 44.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE 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.
- 44.6 Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 44.7 Except under extraordinary circumstances, upon receipt of written authorization from the requesting Party, the receiving Party shall, within 30 days develop the applicable prices.
- 44.8 Within thirty (30) days of receipt of the price quote, the requesting Party shall, if it wishes to proceed, notify the receiving Party in writing of its acceptance of the price quote and authorization to proceed.
- 44.9 As soon as feasible, but not more than ninety (90) days after receipt of the acceptance of the price quote and written authorization to proceed with developing and provisioning the service(s) in the UNE Bona Fide Request, the receiving Party shall provide to the requesting Party the date by which the service(s) can be provided by Sprint.
- 44.10 Within thirty (30) days of its receipt of the date by which the UNE service(s) can be provisioned, the requesting Party must either confirm, in writing, its order for the UNE service(s), or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in §23 of this Agreement.
- 44.11 If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE 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 §23 of this Agreement.

45 NETWORK INTERFACE DEVICE

- 45.1 Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 45.2 The function of the NID is to establish the network demarcation point between a

carrier (ILEC/XO) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.

- 45.3 XO may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, XO may request them pursuant to process detailed in Article 43 herein.
- 45.4 Sprint will provide XO with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at XO's request, when XO deems it necessary. In such cases the charges specified in Table One will apply.
- 45.5 Sprint will not provide specialized (Sprint non-standard) NIDS.
- 45.6 The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and/or cross connect to XO's NID and shall maintain a connection to ground that meets applicable industry standards. Each party shall ground its NID independently of the other party's NID.

46 LOOP

- 46.1 The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as DSLAMS) owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises. Terms and conditions for the provision of dark fiber are set forth in §54 of this Agreement. The demarcation point is that point on the loop where Sprint's control of the facility ceases, and the End User Customer's control of the facility begins. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops.

- 46.2 *Sprint position:*

Conditioned Loops. Sprint will condition loops at XO'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 Table One. Conditioning charges apply to all loops irrespective of the length of the loop.

XO position:

Conditioned Loops. Sprint will condition loops at, and to the extent of XO'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 Table One. Conditioning charges apply to all loops irrespective of the length of the loop, except for DS1s for which Sprint shall assess charges in accordance with the Stipulation submitted to the Nevada Commission on August 13, 2002, and approved on September 12, 2002 in Docket Nos. 02-1039/ and 01-1049/01-3001.

46.3 At XO's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.

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

46.3.2 *Sprint position:*

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

XO position:

Cooperative testing will be provided by Sprint at XO's expense the rates specified in Table One. Sprint technicians will try to contact XO's representative at the conclusion of installation. If XO does not respond within 3 minutes, Sprint may, in its sole discretion, abandon the test and XO will be charged for the test. If Sprint technicians fail to contact XO's representative at the conclusion of installation or otherwise do not conduct the cooperative testing when scheduled, Sprint will arrange with XO to conduct the cooperative testing at another time and will not charge XO for the test.

46.3.3 Sprint will charge XO at the rates set out on Table One, when the location of the trouble isolation on an XO-reported ticket is determined to be in XO's network.

46.4 Voice Grade Loop Capabilities

46.4.1 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 XO's customer's premises. XO shall

not install equipment on analog loops that exceeds the specified bandwidth.

- 46.4.2 If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at XO'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.

46.4.3 *Sprint position:*

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

XO position:

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

46.5 Non-Voice Grade Loops

- 46.5.1 Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires XO to provide in writing (via the service order) the spectrum management class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop, so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements. XO must disclose to Sprint every SMC that XO has implemented on Sprint's facilities to permit effective Spectrum Management. If XO requires a change in the SMC of a particular loop, XO shall notify Sprint in writing of the requested change in SMC (via a service order). On non-voice grade loops, both standard and non-standard, Sprint will only provide electrical continuity and line balance.
- 46.5.2 Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in §23 of this Agreement.
- 46.5.3 If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities and necessary equipment are available, Sprint will

make alternative arrangements available to XO at XO's request, to provide an unbundled voice grade loop. Alternative arrangements may include existing copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.

46.5.4 *Sprint position:*

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

XO position:

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

46.5.5 XO will submit a BFR for non-voice grade loops that are not currently price listed.

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

46.5.7 XO shall meet the power spectral density requirement given in the respective technical references listed below:

46.5.7.1 For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

46.5.7.2 For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

46.5.7.3 For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.

46.5.7.4 As an alternative to § 46.5.7.1 XO may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum

Management Standard”, and subsequent revisions of this document.

46.6 Non-Standard Non-Voice Grade Loops

46.6.1 *Sprint position:*

If XO 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 will apply.

XO position:

If XO 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 will apply. ~~Non-Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in §46.5 are applicable.~~

46.7 Adherence to National Industry Standards

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

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

46.7.2.1 Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;

46.7.2.2 Is approved by an industry standards body, the FCC, or any state commission or;

46.7.2.3 Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where XO seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 46.7.2.3, the burden is on

XO 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.

- 46.7.3 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering Party and give that Party a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the Parties are unable to resolve the problem, they may seek resolution of the problem through the Dispute Resolution provisions of this agreement. If the decision maker determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 46.7.4 When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to § 46.7.2, the degraded service shall not prevail against the newly deployed technology.
- 46.7.5 If Sprint denies a request by XO to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 46.7.6 Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, XO will use reasonable efforts to upgrade its equipment to the adopted standard within 60 days of the standard being adopted. XO agrees to indemnify and hold Sprint harmless in the event XO fails to upgrade its equipment within the 60-day period. XO agrees to indemnify and hold Sprint harmless in the event XO fails to upgrade its equipment within the 60-day period.
- 46.8 Information to be Provided for Deployment of Advanced Services.
 - 46.8.1 In connection with the provision of advanced services, Sprint shall provide to XO:
 - 46.8.1.1 information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
 - 46.8.1.2 information with respect to the rejection of XO's provision of advanced services, together with the specific reason for the rejection; and

46.8.1.3 information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

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

46.8.2.1 information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

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

46.8.2.3 to the extent not previously provided XO must disclose to Sprint every SMC that the XO has implemented on Sprint's facilities to permit effective Spectrum Management.

46.8.3 In connection with the provision of HFS UNE, if XO 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.

46.9 *Sprint position:*

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

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

Tag and Label is available on the following types of loops: 2- and 4-wire analog loops, 2- and 4-wire xDSL capable loops, DSO 2- and 4-wire loops, and DS1 4-wire loops.

XO must specify on the order form whether each loop should be tagged and labeled.

XO position:

At XO's request, Sprint will tag and label unbundled loops at the Network

Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the loop or as a separate service subsequent to the ordering of the loop.

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

Tag and Label is available on the following types of loops: 2- and 4-wire analog loops, 2- and 4-wire xDSL capable loops, DSO 2- and 4-wire loops, and DSL 4-wire loops.

XO must specify on the order form whether each loop should be tagged and labeled.

46.10 *Sprint position:*

The rates for loop tag and label and related services are set forth on Table One, which is incorporated into and made a part of this agreement.

XO position:

The rates for loop tag and label and related services are set forth on Table One, which is incorporated into and made a part of this agreement.

47 SUBLOOPS

- 47.1 Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault or at the MDF.
- 47.2 An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within.
- 47.3 Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to XO covering the interconnection time intervals, prices and other information based on the BFR process as set forth in §44 of this Agreement. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.
- 47.4 Reverse ADSL Loops. If a XO'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.

- 47.5 To the extent Sprint owns inside wire and related maintenance for itself and its customers, Sprint will provide XO existing inside wire, including intrabuilding and interbuilding cable, at any accessible point, where technically feasible. Where available, inside wire is offered separate from the UNE loop, and the rates for inside wire are distinct from the loop rates.
 - 47.5.1 Inside wire is the wire, owned by Sprint, and located on the customer's side of the network interface (NI), as defined in C.F.R. §51.319(a)(2)(i). Inside wire also includes interbuilding and intrabuilding cable. Interbuilding cable means the cable between buildings in a campus setting (i.e. between multiple buildings at a customer location).
 - 47.5.1.1 Intrabuilding cable means the cable running vertically and horizontally within a building.
 - 47.5.1.2 Intrabuilding cable includes riser cable and plenum cable.
 - 47.5.2 Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 47.6 Requests for inside wire, including ordering and provisioning, will be handled on an Individual Case Basis (ICB) due to the uniqueness of each instance where Sprint may own inside wire. The application of prices for inside wire will be matched to the specific facilities located at the site where it is being sold. The prices for inside wire are reflected in the standardized price list for the components for inside wire, including interbuilding cable, intrabuilding cable, SAI, riser cable and plenum cable. Non-recurring interconnection costs and charges will be determined on a site-specific basis and are dependent upon the facilities present at the location. The purchase of inside wire may necessitate the purchase of other facilities, including but not limited to, loop, network interface devices (NIDs), building terminals, and/or serving area interfaces (SAIs).

48 LOCAL SWITCHING

- 48.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor

(ACD), End User Customer presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Sprint is not required to provide local switching under this Article 48 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas as long as Sprint offers and provides EELs throughout Density zone 1 areas within its service territory.

48.2 Sprint will provide customized routing at XO's request where technically feasible. Customized routing enables XO to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow XO to route their customer's operator handled traffic to a different provider. XO requests will be processed through the BFR process. Pricing will be on a time and materials basis.

48.3 Technical Requirements

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

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

48.3.3 Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.

48.3.4 Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.

48.4 Interface Requirements. Sprint shall provide the following interfaces:

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

48.4.2 Coin phone signaling;

48.4.3 Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

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

48.4.5 Four-wire analog interface to PBX to include reverse battery, E&M, wink

start and DID; and

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

- 48.5 Sprint shall provide access to interfaces, including but not limited to:
- 48.5.1 SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by XO;
 - 48.5.2 Interface to XO operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 48.5.3 Interface to XO directory assistance services through the XO switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other XO required access to interexchange carriers as requested through appropriate trunk interfaces.

49 TANDEM SWITCHING

- 49.1 Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to XO, Sprint, independent telephone companies, IXCs and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.
- 49.2 Technical Requirements
- 49.2.1 The requirements for Tandem Switching include, but are not limited to, the following:
 - 49.2.1.1 Interconnection to Sprint tandem(s) will provide XO local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
 - 49.2.1.2 Interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers which are connected to that tandem.
 - 49.2.1.3 Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide XO access to Sprint's end offices.
 - 49.2.2 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 49.2.3 To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by XO.
 - 49.2.4 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on XO traffic shall be at Parity

with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block XO traffic and leave its traffic unaffected or less affected).

49.2.5 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.

49.2.6 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

49.3 Interface Requirements

49.3.1 Direct trunks will be utilized for interconnection to Sprint Tandems, excluding transit traffic via common trunks as may be required under the Act.

49.3.2 Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

50 PACKET SWITCHING

50.1 Sprint will provide XO unbundled packet switching if all of the following conditions are met:

50.1.1 Sprint has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier 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);

50.1.2 There are no spare copper loops cable of supporting the xDSL services the requesting carrier seeks to offer;

50.1.3 Sprint has not permitted the requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. §51.319(b); and

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

51 TRANSPORT

51.1 Shared Transport. Sprint will offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared Transport is shared between multiple carriers and must be switched at a tandem. Shared transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem

switches, and between tandem switches in the Sprint network.

51.1.1 Sprint may provide Shared Transport at DS-0, DS-1, DS-3, STS-1 or higher transmission bit rate circuits.

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

51.2 Dedicated Transport. Sprint will offer unbundled access to dedicated interoffice transmission facilities, or transport, including dark fiber. Terms and conditions for providing dark fiber are set forth in §54. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers owned by Sprint or requesting telecommunications carriers, or between switches owned by Sprint or requesting telecommunications carriers. . Sprint will offer multiplexing as a part of Dedicated Transport. XO agrees to pay for such multiplexing at the rates set forth on Table One.

51.2.1 Technical Requirements

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

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

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

52 SIGNALING SYSTEMS AND DATABASES

52.1 Sprint will offer unbundled access to signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. The signaling network element includes, but is not limited to, signaling links and STPs. Sprint will offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database,

Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment. The access to the above call related databases are not required based on this contract. If through interconnections XO has access to Sprint's SS7 Network, they therefore have the ability to perform database queries. If the event arises and XO accesses these databases, Sprint has the right to bill for such services.

52.2 Signaling Systems

52.2.1 Signaling Link Transport

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

52.2.1.2 Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

52.2.2 Signaling Transfer Points (STPs)

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

52.2.3 Technical Requirements. STPs shall provide access to and fully support the functions of all other Network Elements connected to the Sprint SS7 network. These include:

52.2.3.1 Sprint Local Switching or Tandem Switching;

52.2.3.2 Sprint Service Control Points/Databases;

52.2.3.3 Third-party local or Tandem Switching systems; and

52.2.3.4 Third party provides STPs.

52.2.4 Interface Requirements. Sprint shall provide the following STP options to connect XO or XO-designated local switching systems or STPs to the Sprint SS7 network:

52.2.4.1 An A-link interface from XO local switching systems; and

52.2.4.2 B- or D-link interface from XO STPs.

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

52.2.4.3.1 An A-link layer shall consist of two links,

52.2.4.3.2 A B- or D-link layer shall consist of four links,

52.2.4.3.3 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 is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and XO shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

52.3 Line Information Database (LIDB)

52.3.1 The LIDB is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements, or XO's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the Sprint CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

52.3.2 Technical Requirements

52.3.2.1 Prior to the availability of Local Number Portability, Sprint shall enable XO to store in Sprint's LIDB any subscriber Line Number of Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by XO.

52.3.2.2 Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with XO, shall enable XO to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.

52.3.2.3 Sprint shall perform the following LIDB functions for XO's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may

accept Collect or Third Number Billing calls); and Calling Card Validation.

52.3.2.3.1 XO shall specify each point within the Client's networks that may originate queries to Sprint's LIDB. This shall be communicated to the Sprint network point of contact via the format in Appendix C.

52.3.2.4 Sprint shall provide access to Sprint's SS7 gateway to other non-Sprint LIDB providers.

52.3.2.5 Sprint shall process XO's subscribers' records in LIDB at Parity with Sprint subscriber records, with respect to other LIDB functions Sprint shall indicate to XO what additional functions (if any) are performed by LIDB in their network.

52.3.2.6 Sprint shall perform backup and recovery of all of XO'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.

52.3.3 Compensation and Billing

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

52.3.3.2 Access to Other Companies' LIDB Database - Access to other companies' LIDB shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for LIDB queries and switching of \$0.065 for a combined rate of \$0.0685.

52.3.3.3 Billing - Invoices will be sent out by the 15th of each month on a LIDB specific invoice.

52.3.3.4 Late Payments - All charges and fees not paid by XO to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.

52.3.3.5 Disputes - If XO has any dispute associated with the invoice, XO shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following XO's receipt of any such invoice, Sprint fails for any reason to provide

XO access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to XO. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

52.3.4 Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by XO and XO's 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 XO or its customers in any form.

52.4 Calling Name Database (CNAM)

52.4.1 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 XO'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'.

52.4.2 Technical Requirements

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

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

52.4.2.2.1 XO shall specify each point within XO'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.

52.4.2.3 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.

52.4.3 Compensation and Billing

- 52.4.3.1 Access by XO to CNAM information in Sprint's CNAM Database - XO shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
- 52.4.3.2 Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for CNAM queries and switching of \$0.016 for a combined rate of \$0.0195.
- 52.4.3.3 Billing - Invoices will be sent out by the 15th of each month on a CNAM specific invoice.
- 52.4.3.4 Late Payments - All charges and fees not paid by XO to Sprint within thirty (30) days of the due date shall bear late penalties, from and after the expiration of that 30 day period, of a one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.
- 52.4.3.5 Disputes - If XO has any dispute associated with the invoice, XO shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following XO's receipt of any such invoice, Sprint fails for any reason to provide XO access to data and records, the foregoing sixty (60) days following Sprint's provision to XO. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

- 52.4.4 Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by XO 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 XO or its customers in any form.

52.5 Toll Free Number Database

- 52.5.1 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 (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from STPs. The Toll Free records stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

52.5.1.1 Technical Requirements

52.5.1.1.1 Sprint shall make the Sprint Toll Free Number Database available for XO to query, from XO's designated switch including Sprint unbundled local switching with a toll-free number and originating information.

52.5.1.1.2 The Toll Free Number Database shall return XO 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.

52.5.1.2 Interface Requirements. The signaling interface between the XO or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface.

52.5.2 Compensation and Billing

52.5.2.1 Access by XO to the Toll Free Number Database Information - XO shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

52.5.2.2 Billing - Invoices will be sent out by the 15th of each month on a Toll Free Number Database specific invoice.

52.5.2.3 Late Payments - All charges and fees not paid by XO to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.

52.5.2.4 Disputes - If XO has any dispute associated with the invoice, XO shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following XO's receipt of any such invoice, Sprint fails for any reason to provide XO access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to XO. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

52.5.3 Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by XO and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

52.6 Local Number Portability Local Routing Query Service

52.6.1 TCAP messages originated by XO's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to XO so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN. Sprint shall provide the LNP Query Service in accordance with the following:

52.6.1.1 Technical Requirements

52.6.1.1.1 XO agrees to obtain, prior to the initiation of any query or other service under this Agreement, a NPAC/SMS User Agreement with Lockheed. XO will maintain the NPAC/SMS User Agreement with the Lockheed, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement. XO shall indemnify and hold Sprint harmless from any charges or liabilities that Lockheed seeks to impose on Sprint for XO's access to, or use of, Sprint's database.

52.6.1.1.2 First Usage Notification - Sprint will provide XO with notification of the first ported number order processed in each NPA/NXX eligible for porting. This shall be provided via E-mail to XO's designee on a mutually agreeable basis.

52.6.2 Compensation and Billing

52.6.2.1 Access by XO to the LNP Database information -- XO shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

- 52.6.2.2 Billing – Invoices will be sent out by the 15th of each month on a LNP specific invoice.
- 52.6.2.3 Late Payments – All charges and fees not paid by XO to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.
- 52.6.2.4 Disputes – If XO has any dispute associated with the invoice, XO shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following XO's receipt of any such invoice, Sprint fails for any reason to provide XO access to data and records, the forgoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to XO. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a disputed amount shall be reflected on the Statement issued after resolution.
- 52.6.2.5 NPAC Costs – Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against XO as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to XO or the NPAC for any of these fees or charges applicable to XO, even though it may pay such charges for other Sprint companies.

53 OPERATIONS SUPPORT SYSTEMS (OSS)

- 53.1 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 Table of this Agreement.

54 DARK FIBER

54.1 General Rules and Definition

- 54.1.1 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.
- 54.1.2 Sprint will unbundle dark fiber for the dedicated transport, loop and sub-loop network elements in accordance with the FCC's Third Report and Order (CC Docket No. 96-98). Dark fiber is not a separate network element, but a subset of dedicated transport and loop network elements. In addition to the terms in this section, any rules, guidelines and Agreement provisions for these network elements, including accessibility, will apply to dark fiber.

54.2 Fiber Availability

- 54.2.1 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.
- 54.2.2 Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes. Sprint will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of 4 fibers and a maximum of 12 fibers.
- 54.2.3 Dark fiber requests will be handled on a first come first served basis, based on the date the Dark Fiber Application (DFA) is received.
- 54.2.4 Sprint will not restrict the use of leased dark fiber.

54.3 Interconnection Arrangements

- 54.3.1 Rules for gaining access to unbundled network elements apply to dark fiber. Virtual and physical collocation arrangements may be used by XO to locate the optical electronic equipment necessary to "light" leased dark fiber.
- 54.3.2 XO must be able to connect to the Sprint fiber by means of fiber patch panel.
- 54.3.3 If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Sprint will purchase and install intraoffice cabling at XO's expense. The process is outside the scope of this agreement.
- 54.3.4 Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled dark fiber in

order to carry telecommunications services is the responsibility of XO.

54.4 Dark Fiber Application and Ordering Procedure

- 54.4.1 XO will submit a Dark Fiber Application (DFA) and application fee to request that Sprint verify availability of dark fiber between the XO-specified locations. See Table 1 for application fee amount.
- 54.4.2 Within 20 business days of receipt of DFA, Sprint will provide XO with a response regarding fiber availability and price.
 - 54.4.2.1 If dark fiber is not available, Sprint will notify XO of the DFA rejection.
 - 54.4.2.2 XO will follow the Dispute Resolution Process outlined in §23 of this Agreement if it disputes the rejection.
- 54.4.3 If dark fiber is available, XO will notify Sprint of acceptance/rejection of dark fiber quote, via a firm order, within 10 business days of receipt of quote. Sprint will reserve the requested dark fiber for XO during these 20 business days. If, however, XO does not submit a firm order by the 20th business day, the fiber will no longer be reserved. XO may accept the quote, pay the quoted amount, and reserve the right to dispute the price. The Parties agree to true up the amount paid based on outcome of the dispute.
- 54.4.4 After 20 business days of receipt of the price quote, if XO has not accepted, XO must submit another DFA and application fee.
- 54.4.5 XO will submit a firm order for dark fiber via the local service request (LSR) or access service request (ASR), as appropriate.
- 54.4.6 By submitting the dark fiber firm order, XO agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.
- 54.4.7 Sprint shall use reasonable efforts to provide dark fiber to XO within 20 business days after it receives firm order from XO. Billing of the monthly recurring and non-recurring charges will begin upon completion of dark fiber order.

54.5 Maintenance and Testing

- 54.5.1 Sprint is only responsible for maintaining the facilities that it owns.
- 54.5.2 Sprint will conduct an end-to-end test of dark fiber after receipt of the firm order.
- 54.5.3 For meetpoint arrangements, Sprint will conduct cooperative testing with another carrier at XO's request. Additional rates and charges will apply.
- 54.5.4 Sprint does not guarantee that the transmission characteristics of the dark

fiber will remain unchanged over time.

54.5.5 Sprint is not responsible for determining whether the transmission characteristics of the dark fiber will accommodate XO requirements.

54.6 Rules for Take Back

- 54.6.1 Sprint reserves the right to take back dark fiber to meet its carrier of last resort obligations.
- 54.6.2 Sprint will provide XO 12 months written notice prior to taking back fiber.
- 54.6.3 If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
- 54.6.4 Sprint will provide XO with alternative transport and/or loop arrangements when Sprint takes back working fiber.
- 54.6.5 The Dispute Resolution Procedures found in §23 of this Agreement will be followed if XO wishes to contest Sprint's decision to take back its leased fiber.

55 LOOP FREQUENCY UNBUNDLING

55.1 General Terms

- 55.1.1 Sprint shall make available as a separate unbundled network element the HFS UNE for line sharing by XO. Prices for each of the separate components offered in association with the HFS UNE are reflected in Table One to this Agreement unless otherwise noted.
- 55.1.2 Pursuant to FCC rules and orders in accordance 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, subject to the execution by XO of a collocation agreement and the availability of space.
- 55.1.3 Sprint shall make the HFS UNE available to XO 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.
 - 55.1.3.1 Sprint's HFS UNE unbundling obligation does not apply where copper facilities do not exist.
 - 55.1.3.2 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 Table One at XO's expense.
- 55.1.4 Reverse ADSL Loops. If a XO'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.

- 55.1.5 In the event that the End User being served by XO 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 XO prior to disconnect. XO shall have the option of purchasing an entire stand-alone UNE Non-Voice Grade loop if it wishes to continue to provide advanced services to that End User. If XO notifies Sprint that it chooses this option, XO 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 XO declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.
- 55.1.6 Sprint will use reasonable efforts to accommodate the continued use by XO as a stand-alone UNE Non-Voice Grade loop of the copper loop facilities over which XO is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates; provided that:
 - 55.1.6.1 adequate facilities are available to allow the provisioning of voice service over such other facilities, and
 - 55.1.6.2 XO 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 the Existing Interconnection Agreement (excluding conditioning charges).
- 55.1.7 If facilities do not exist and the End User being served by XO 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 XO 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 XO 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 XO prior to disconnection.
- 55.1.8 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:

- 55.1.8.1 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;
- 55.1.8.2 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.
- 55.1.8.3 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.

55.2 Information to be Provided

55.2.1 In connection with the provision of HFS UNE, Sprint shall provide to XO:

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

55.2.2 In connection with the provision of HFS UNE, XO shall provide to Sprint the following information on the type of technology that XO seeks to deploy where XO asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

- 55.2.2.1 information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
- 55.2.2.2 the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if XO requires a change in the SMC of a particular loop, XO shall notify Sprint in writing of the requested change in SMC (via a service order);

- 55.2.2.3 to the extent not previously provided XO must disclose to Sprint every SMC that XO has implemented on Sprint's facilities to permit effective Spectrum Management.
- 55.2.3 In connection with the provision of HFS UNE, if XO 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.
- 55.3 Conditioning, Testing, Maintenance
- 55.3.1 Sprint will condition loops at the request of XO. 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 Table One. Conditioning charges apply to all loops irrespective of the length of the loop. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.
- 55.3.2 If Sprint declines a XO request to condition a loop and Sprint is unable to satisfy XO 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.
- 55.3.3 If XO 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 Table One to this Agreement. Non-standard non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in §46.5 above are applicable. 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.
- 55.3.4 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 XO to deploy the testing capability for its own specialized services. If XO requests testing other than basic installation testing as indicated above, Sprint and XO will negotiate terms and charges for such testing.
- 55.3.5 In the event both Sprint's analog circuit-switched voice services

and XO'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 XO. Any additional maintenance of service conducted at XO's request by Sprint on behalf of XO solely for the benefit of XO's services will be paid for by XO at prices negotiated by Sprint and XO.

55.4 Deployment and Interference

- 55.4.1 In providing services utilizing the high frequency spectrum network element, sprint shall allow XO to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 55.4.2 Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in §23 of this Agreement.
- 55.4.3 Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop 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:
 - 55.4.3.1 Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 55.4.3.2 Is approved by an industry standards body, the FCC, or any state commission or;
 - 55.4.3.3 Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where XO seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 55.4.3.3, the burden is on XO 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.

- 55.5 If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify XO and give them a reasonable opportunity to correct the problem. XO will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and XO are unable to resolve the problem, they may seek resolution through the Dispute Resolution provisions of this Agreement. If the Commission determines that XO's technology is the cause of the interference, XO will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 55.6 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give that Party a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they may seek resolution through the Dispute Resolution provisions of this Agreement. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 55.7 When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 55.4.3, the degraded service shall not prevail against the newly deployed technology.
- 55.8 If Sprint denies a request by XO to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 55.9 Splitters
- 55.9.1 In providing access to the High Frequency Spectrum Network Element, XO will purchase, install and maintain the splitter in their caged or cageless collocation space, unless Sprint and XO negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from XO's 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 Table One. Sprint will provide and, if requested, install the cabling from XO 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. XO will make all cable connections to their equipment.

56 FORECAST

- 56.1 XO will provide monthly forecast information 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 UNEs. 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 XO 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 XO 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.

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

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

57 INDEMNIFICATION

57.1 Each Party, whether a XO 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.

57.2 For any technology, XO represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plan, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if XO violates this provision, provided that such termination of service will be limited to XO'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, XO demonstrates that their use of the network element is not the cause of the network harm.

58 LOOP MAKE-UP INFORMATION

58.1 To the extent technically feasible, XO will be given access to Loop Qualification and OSS interfaces that Sprint is providing any other XO 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 XOs, including affiliates. The charges for Loop Qualification are set forth in Table One to this Agreement.

- 58.2 Subject to §58.1 above, Sprint's Loop Qualification will provide response to XO queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.
- 58.3 Information provided to XO will not be filtered or digested in a manner that it would affect the XOs ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.
- 58.4 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 XO connects to the Sprint LTD network.
- 58.5 Errors identified in validation of the Loop Qualification inquiry order will be passed back to XO.
- 58.6 Sprint may provide the requested Loop Qualification information to XO 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, XO must provide a unique fax number used solely for the receipt of Loop Qualification information.
- 58.7 If XO 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, XO agrees that:
- 58.7.1 XO will be charged a Trouble Isolation Charge to determine the cause of the failure;
- 58.7.2 If Sprint undertakes Loop Qualification activity to determine the reason for such failure, XO will be charged a Loop Qualification Charge; and
- 58.7.3 If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, XO will pay applicable conditioning charges as set forth in Table One pursuant to §46 of this Agreement.

59 COMBINATION OF UNES

- 59.1 Combination of Network Elements
- 59.1.1 XO may order Unbundled Network Elements either individually or in the combinations of VOICE UNE-P and EEL as specifically set forth in this Section of the Agreement.
- 59.2 Definitions
- 59.2.1 EEL - Enhanced Extended Link (EEL). EEL for purposes of this

Agreement refer to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX), if necessary, and transport, in the Sprint Network.

59.2.2 VOICE UNE-P - Voice Unbundled Network Element Platform (VOICE UNE-P). VOICE UNE-P for purposes of this Agreement refers to the existing unbundled network elements, specifically NID, Loop, Local Switch Port, Local Circuit Switching, Shared Transport, and Local Tandem Switching, in the Sprint Network and is used to carry traditional POTS analog circuit-switched voice band transmissions.

59.3 General Terms and Conditions

59.3.1 Sprint will allow XO to order each Unbundled Network Element individually in order to permit XO to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network.

59.3.2 Sprint will provide XO access to VOICE UNE-P and EEL as provided in this Agreement. XO is not required to own or control any of its own local exchange facilities before it can purchase or use VOICE UNE-P or EEL to provide a telecommunications service under this Agreement. Any request by XO for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in §44.

59.3.3 *Sprint position:*

The provisioning of VOICE UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by XO.

XO position:

The provisioning of VOICE UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by XO.

59.3.4 Notwithstanding Sprint's general duty to unbundle local Circuit Switching, Sprint shall not be required to unbundle local Circuit Switching, nor provide VOICE UNE-P for XO when XO 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 (EELs) throughout Density Zone 1, when Sprint's local circuit switches are located in 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 96-98, and in Density Zone 1, as defined in §69.123 on January 1, 1999 (the Exemption). Sprint may audit XO's UNE-P customer base in accordance with §7 of the Agreement to ensure XO's adherence to the Exemption.

59.4 Specific Combinations and Pricing

59.4.1 In order to facilitate the provisioning of VOICE UNE-P and EEL's and other Unbundled Network Element combinations Sprint shall support the ordering and provisioning of these specific combinations as set forth below.

59.4.2 The Parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Ordering and provisioning for VOICE UNE-P and EEL and other Unbundled Network Element combinations will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications.

59.4.3 Upon XO's request, Sprint shall perform the functions necessary to combine Unbundled Network Elements in any manner, even if those elements are not ordinarily combined in Sprint's network, provided that such combination is technically feasible; and would not impair the ability of other carriers to obtain access to Unbundled Network Elements or to interconnect with Sprint's network.

59.4.4 If Sprint denies XO's request to combine Unbundled Network Elements, Sprint must demonstrate to the Commission that the combination XO has requested is not technically feasible and would impair the ability of other carriers to obtain access to Unbundled Network Elements or to interconnect with Sprint's network. If not currently deployed in Sprint's network within the applicable State, XO will submit a BFR.

59.5 Sprint Currently Offers the Following Combinations of Network Elements

59.5.1 Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

- 59.5.1.1 Sprint will offer the combination of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P at the applicable recurring charges and non-recurring charges as specified in Table One for VOICE UNE-P plus the applicable Service Order Charge. Sprint will also bill XO for applicable Usage Data Recording and Transmission Charges as indicated in Table One.
- 59.5.1.2 Until such time as Sprint can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to XO at the recurring flat rate charge reflected in Table One. Upon the implementation of the necessary operational modifications, Sprint will convert from billing XO based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.
- 59.5.1.3 Sprint will provide originating and terminating access records to XO for access usage over UNE-P in industry standard EMI format. XO will be responsible for billing the respective originating and/or terminating access charges directly to the IXC.
- 59.5.1.4 Sprint will provide XO toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format at the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in §44 of this Agreement.

59.5.2 EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

- 59.5.2.1 Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein to provide EEL at the applicable recurring and non-recurring charges as specified in Table One for EEL, the applicable recurring and nonrecurring charges for cross connects and Service Order Charges. Sprint will provide cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between Sprint central offices) for XO's provision of circuit switched telephone exchange service to XO's own end user customers.

- 59.5.2.2 Sprint will offer multiplexing as a part of Dedicated Transport. XO agrees to pay for such multiplexing at the rates set forth on Table One..
- 59.5.2.3 In order to obtain EELs XO must be providing a “significant amount of local exchange service” over the proposed EEL to the end user customer, as that phrase is defined by the FCC.

59.5.2.4 *Sprint position:*

Sprint reserves the right, upon thirty (30) days notice, to audit XO's local usage information when Sprint reasonably believes that XO has not met the local usage criteria defined by the FCC. Sprint will hire and pay for an independent auditor to perform the audit, XO will reimburse Sprint if the audit results confirm XO'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 that same calendar year. Sprint shall continue to have the additional audit right described above, so long as the Sprint audits indicate XO non-compliance. In the instance of non-compliance, XO shall convert the loop-transport combination to special access. This is in addition to Sprint's audit rights pursuant to §7.

XO position:

Sprint reserves the right, upon thirty (30) days notice, to audit XO regarding EELs in accordance with the FCC's Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 00-183, Supplemental Order Clarification (June 2, 2000) ("Supplemental Order Clarification"). XO's local usage information when Sprint reasonably believes that XO has not met the local usage criteria defined by the FCC. Sprint will hire and pay for an independent auditor to perform the audit, XO will reimburse Sprint if the audit results confirm XO'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 that same calendar year. Sprint shall continue to have the additional audit right described above, so long as the Sprint audits indicate XO non-compliance. In the instance of non-compliance, XO shall convert the loop-transport combination to special access. This is in addition to Sprint's audit rights pursuant to §7.

59.5.2.5 Notwithstanding the above limitations, pursuant to §59 of this Agreement, Sprint will offer EELs where the component UNEs are

not previously or currently combined where Sprint is not required to provide local switching for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

PART F - INTERCONNECTION

60 LOCAL INTERCONNECTION TRUNK ARRANGEMENT

60.1 The Parties shall reciprocally terminate Local Traffic, Information Access Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

60.1.1 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, Information Access Traffic and non-equal access IntraLATA toll traffic.

60.1.1.1 The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.

60.2 Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits either Party's network.

60.3 Separate trunks will be utilized for connecting XO's switch to each 911/E911 tandem.

60.4 Points of Interconnection

60.4.1 Point of Interconnection. XO must establish a minimum of one POI within in each LATA, at any technically feasible point, on Sprint's network. Sprint reserves the right to establish its own POI if XO elects to file, and the Commission approves, XO's cost studies for transport.

60.4.1.1 XO will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

60.4.1.2 For construction of new facilities when the Parties choose to interconnect at a mid-span meet, XO and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Sprint will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less.

60.4.1.3 If third party (*i.e.* Competitive Access Provider or "CAP") leased facilities are used for interconnection, the POI will be defined as the Sprint office in which the third party's leased circuit terminates.

- 60.4.1.4 If XO utilizes leased facilities under a meet point arrangement between Sprint and a third party (*i.e.* a connecting ILEC) the POI will be Sprint office where the leased facility terminates.

61 INTERCONNECTION COMPENSATION MECHANISMS

61.1 Interconnection Compensation

- 61.1.1 Each Party is responsible for bringing its facilities to the POI.

61.2 Termination

- 61.2.1 The POI determines the point at which the originating carrier shall begin paying the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

- 61.2.1.1 "Transport," which includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user; and
- 61.2.1.2 "Termination," which includes the switching of Local Traffic at the terminating carrier's end office switch.

61.2.1.2.1 *Sprint position:*

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.

If XO elects to establish a Fiber Meet, XO 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.

Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Sprint Interconnection Wire Center ("SIWC").

XO shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the XO Interconnection Wire Center ("XO Wire Center").

The Parties shall designate a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable XO to deliver, fiber optic facilities with sufficient spare length to reach the fusion splice point. Sprint shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the meet point. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for the meet point and will be noted properly on orders between the Parties.

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

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.

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 XO, 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.

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. Sprint will only build out to 50% of the facility or to the exchange boundary, whichever is less. 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. The POI shall be at the Sprint switch.

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.

XO position:

In a meet point arrangement, when calls from XO are terminating on Sprint's network through the Sprint Tandem Switch, XO will pay Sprint for transport charges from the POI to the Tandem for dedicated transport. XO shall also pay a charge for Tandem Switching, common transport to the end office, and end-office termination.

61.2.1.2.1.1 *Sprint position:*

When the POI is at the Sprint Tandem Switch, XO shall pay charges specified in this Agreement for Tandem Switching, common transport to the end office and end-office termination.

XO position:

When the Physical POI is at the Sprint Tandem Switch, CLEC XO shall pay a charges specified in this Agreement for Tandem Switching, common transport and end-office termination for all Local Traffic and Information Access Traffic that XO delivers to Sprint at its tandem switch for termination. XO shall pay the charges specified in this Agreement for Termination for all Local Traffic and Information Access Traffic that XO delivers to Sprint at its end office for termination.

61.2.1.2.2 *Sprint position:*

61.2.1.2.3 Charges billed to Sprint by XO for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses XO for the same services. Where XO's switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay XO for Tandem Switching, common transport, and end-office termination. If the XO switch serves a geographical area less than the area served by the

Sprint tandem, Sprint shall pay XO end-office termination.

61.2.1.2.4 However, based on XO's network existing at the execution of this Agreement, the Parties agree that since XO's switch meets the criteria below for geographical area, each Party shall terminate all Local (§251(b)(5)) Traffic (i.e. traffic below the 3:1 ratio) utilizing Sprint's cost-based rates for End Office Switching, Tandem Switching and Common Transport.

61.2.1.2.5 The following process will be used to validate the geographic area.

61.2.1.2.5.1 Sprint will provide XO information concerning the end offices served by Sprint's tandem for XO to use in determining geographic comparability.

61.2.1.2.5.2 XO will certify in writing that they are offering facilities based service through either owned or leased facilities to the majority of customers served by the end offices.

61.2.1.2.5.3 Sprint may request proof of service at least once per year. Proof will consist of a sample of addresses actually served by XO switch showing that they are meeting the obligation.

XO position:

XO's switch serves a geographic area that is comparable to the geographic area served by a Sprint tandem. Accordingly, Sprint shall pay the charges specified in this Agreement for Tandem Switching, Transport, and Termination for all Local and Information Access Traffic that Sprint delivers to XO for termination.

61.2.1.2.6 XO may choose to establish a POI at a Sprint end office, where technically feasible. For XO originated

calls XO shall pay Sprint end-office termination. For Sprint originated traffic terminating to XO at that end office, compensation payable by Sprint shall be the same as that detailed in § 61.2.1.2.2 above. If a meet point arrangement is utilized within the local calling area, additional dedicated transport charges may apply.

61.3 *Sprint position:*

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 for this traffic and access charges may apply.

XO position:

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 for this traffic and access charges may apply.

61.4 *Sprint position:*

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.

XO position:

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.

61.5 **Compensation for Shared Interconnection Facility**

61.5.1 **The transmission facility that connects Sprint and XO network is defined as the “Interconnection Facility.” The Interconnection Facility may be a shared facility. Notwithstanding any other provision to the contrary, if XO 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 XO be used to terminate Sprint originated traffic, XO may charge Sprint for a proportionate amount of the facility charges based on Sprint’s relative usage for local traffic, excluding ISP-Bound Traffic, for a portion of the facility consistent with Section 61.12.2 using (1) the**

lesser of Sprint's cost-based dedicated transport rate or the actual lease cost of the interconnecting facility or (2) XO's own cost-based rates if filed and approved the Commission in accordance with 47 C.F.R. 51.711(b).

- 61.5.2 In the event that XO elects to offer service within Sprint's serving area using a switch located outside Sprint's serving area, XO agrees to provide the transport for both Party's traffic outside Sprint's contiguous serving area in which XO offers service, at no charge to Sprint. Sprint will not compensate XO for the shared interconnection facility beyond Sprint's contiguous serving area in which XO offers service.
- 61.5.3 Sprint reserves the right to discontinue the use, for delivering traffic from its network, of all, or a portion, of the facilities provided by XO. This provision does not negate any obligations either Party may have regarding such facilities, such as, but not limited to term and notice provisions. Nothing herein will obligate Sprint to utilize facilities obtained from a third Party.
- 61.5.4 Should Sprint elect to provision its own transport to XO's network to deliver its originated traffic or if XO elects to use Indirect Interconnection, there is no shared interconnection facility for which Sprint would compensate XO. Should Sprint elect to provision its own transport to XO's network to deliver its originated traffic, Sprint reserves the right to only provision to the boundary of Sprint's contiguous serving area in the LATA.
- 61.5.5 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, Transit Traffic and ISP Bound Traffic). At either Party's request, but no more than twice per year, the 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 toll, transit or ISP Bound traffic.

62 SIGNALING

- 62.1 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.

62.2 Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available the Parties will use 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.

62.2.1 Where XO is unwilling to utilize an alternate interconnection protocol, XO 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 XO 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, XO, or Sprint internal customer demand for 64K CCC trunks.

63 NETWORK SERVICING

63.1 Trunk Forecasting

63.1.1 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. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

63.1.1.1 Semi-annual 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 years (current plus one year);

63.1.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;

63.1.1.3 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.

- 63.1.2 Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
- 63.1.3 Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 63.1.4 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, DS-1, DS-3/OC-3 level, or higher, as agreed upon by XO and Sprint.
- 63.1.5 The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
 - 63.1.5.1 In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.
 - 63.1.5.2 The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.
 - 63.1.5.3 Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
- 63.2 Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a XO's switch and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 63.3 Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

64 NETWORK MANAGEMENT

- 64.1 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. XO and Sprint will immediately notify each other of any protective control action planned or executed.
- 64.2 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.
- 64.3 Mass Calling. XO 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 are not cannot be used in conjunction with INP.

65 USAGE MEASUREMENT

- 65.1 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.
- 65.2 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.
- 65.3 *Sprint position:*
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. In place of using a PLU when billing a Party may at its sole discretion classify traffic as either Local Traffic or IntraLATA Toll Traffic by using actual CPN information from the call records. If a party is using CPN information to bill the other Party, then that Party does not need to provide the other Party with a PLU nor does that Party need to review the accuracy thereof. XO understands and agrees that if PLU is not included on every order Sprint will assume the traffic is 100% IntraLATA.

XO position:

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. In place of using a PLU when billing a Party may at its sole discretion classify traffic as either Local Traffic or IntraLATA Toll Traffic by using actual CPN information from the call records. If a party is using CPN information to bill the other Party, then that Party does not need to provide the other Party with a PLU nor does that Party need to review the accuracy thereof.

65.3.1 *Sprint position:*

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.

XO position:

If actual CPN is not being used to bill the other Party, then the Party(ies) using a PLU 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 date of the last review.

66 TRANSIT TRAFFIC

66.1 Transit Traffic means the delivery of local traffic by XO or Sprint (a) originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks or, (b) originated by a third party LEC, ILEC or CMRS provider and terminated to a Party over the local/intraLATA interconnection trunks. The following traffic types will be delivered by either Party: local traffic and intraLATA toll and switched traffic originated from XO or Sprint and delivered to such third party LEC, ILEC or CMRS; and intraLATA 800 traffic.

66.2 Terms and Conditions

66.2.1 Each Party acknowledges that it is the originating or terminating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic with that third party, unless the Parties agree otherwise in writing.

66.2.2 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.

66.2.3 *Sprint position:*

Notwithstanding any other provision to the contrary, once the Transit Traffic volume between CLEC and Sprint exceeds a DS1 equivalent of traffic, Sprint will no longer provide transit service and CLEC must establish a direct interconnection with the third party for the exchange of such traffic. Sprint will notify CLEC when the traffic volume reaches a DS1 equivalent of traffic. Within sixty (60) days of such notification CLEC shall establish a direct interconnection with such third party. After sixty (60) days, if CLEC has not established a direct interconnection and provided that CLEC 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 CLEC is using its best efforts to implement a direct connection, Sprint make seek relief pursuant to the Dispute Resolution provisions.

66.3 Payment Terms and Conditions

66.3.1 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:

66.3.1.1 The originating Party shall pay to the transiting Party a transit service charge as set forth in the Pricing Schedule; and

66.3.1.2 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.

66.4 Billing Records and Exchange of Data

66.4.1 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.

66.4.2 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 the transiting Party incurs additional cost in providing this billing information, the terminating Party agrees to reimburse the transiting Party for its direct costs of providing this information.

66.4.3 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.

67 INDIRECT TRAFFIC

67.1 Interconnection

67.1.1 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.

67.1.2 Interconnection to a Carrier location within a tandem serving area will provide Sprint with access to the Carrier's facilities within that MTA and to other companies which are likewise connected to Carrier within that tandem serving area for local and toll service purposes.

67.2 Exchange Of Traffic

67.2.1 The Parties will send each other Indirect Traffic, and may also send each other Transit Traffic.

67.2.2 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.

67.2.3 Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting Party.

67.2.4 The Parties reserve 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 actual usage reporting. The Parties also reserve the right to measure and audit all traffic to ensure that proper rates are being applied. The Parties will work together to insure the necessary traffic data required for sampling purposes is available for such audit.

67.3 Compensation for Indirect Traffic

67.3.1 Non-Local and Non-Information Access Indirect Traffic

67.3.1.1 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.

67.3.1.2 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.

67.3.1.3 Once total Indirect Traffic volume between CLEC and Sprint reaches a DS1 equivalent of traffic, CLEC shall either implement and direct interconnection as provided for this Agreement or reimburse Sprint for any third party transit charges incurred by Sprint.

67.3.2 Local Traffic and Information Access Traffic. The rates set forth on Table One shall apply, in accordance with the applicable provisions of this Agreement.

67.3.2.1 Indirect Traffic Terminating to Sprint

67.3.2.1.1 Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from XO through the transiting party, to a Sprint Tandem Switch to a Sprint End Office Switch would include charges from Sprint to XO Tandem Switching, Common Transport to the End Office Switch and End Office switching. A call terminating from XO though the transiting party directly to a Sprint End Office Switch to a Sprint Remote Switch would include charges from Sprint to XO for End Office switching, and Common Transport to the Remote Switch.

67.3.2.2 Indirect Traffic Terminating to XO:

67.3.2.2.1 *Sprint position:*

For Indirect Traffic terminating on XO's network, XO will bill Sprint the same rates as Sprint charges XO for Indirect Local Traffic terminating on Sprint's network.

XO position:

For Indirect Traffic terminating on XO's network, XO will bill Sprint the same rates as Sprint charges XO for Indirect Local Traffic terminating on Sprint's network. Because XO's switch serves a geographic area comparable to a Sprint tandem, a call terminating from Sprint through the transiting party to XO's switch would include charges from

**XO to Sprint for Tandem Switching, Common
Transport, and End Office Switching.**

67.3.3 Transit Traffic. The originating Party shall pay the transiting Party for the rate elements used, including Common Transport and Tandem Switching rate elements.

68 RESPONSIBILITIES OF THE PARTIES

- 68.1 Sprint and XO will review engineering requirements consistent with the Implementation Plan described in Part B, Article 32 and Part C, Part F, Article 63 and otherwise as set forth in this Agreement.
- 68.2 XO 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.
- 68.3 XO and Sprint shall:
 - 68.3.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 68.3.2 Notify each other when there is any change affecting the service requested, including the due date.
 - 68.3.3 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.
 - 68.3.4 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.
 - 68.3.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
 - 68.3.6 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.
 - 68.3.7 Provide to each other test-line numbers and access to test lines.
 - 68.3.8 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.

PART G - INTERIM NUMBER PORTABILITY

69 SPRINT PROVISION OF INTERIM NUMBER PORTABILITY

- 69.1 In the absence of LNP availability, Sprint shall provide INP in accordance with requirements of the Act and FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of XO services until such time as LNP service is offered in the Sprint rate center, in which case INP will be discontinued. Beginning on the date LNP is available in an area, INP orders will no longer be processed, and the Parties will work together to convert the existing INP lines to LNP.

70 INTERIM NUMBER PORTABILITY

- 70.1 Interim Number Portability (INP) shall be provided to the extent technical capabilities allow, by a Sprint directed Remote Call Forwarding (RCF). In the event RCF is a purchased feature of the XO end user, there is no relationship between RCF and INP. Once LNP is generally available in Sprint's serving area, RCF will be provided only as a retail service offering by Sprint.
- 70.2 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 XO designated switch to which the number is ported. XO may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.
- 70.3 The trunking requirements will be agreed upon by Sprint and XO resultant from application of sound engineering principles. These trunking options may include SS7 signaling, in-band signaling, and may be one-way or two-way. The trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and XO.
- 70.4 Local Exchange Routing Guide (LERG) Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to XO through the 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 XO switch via route indexing.
- 70.5 Other Currently Available Number Portability Provisions:
- 70.5.1 Where SS7 is available, Sprint shall exchange with XO, SS7 TCAP messages as required for the implementation CLASS or other features available in the Sprint network, if technically feasible.
- 70.5.2 Upon notification that XO will be initiating INP, Sprint shall disclose to

XO any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and XO shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including promptly updating switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as XO may designate.

70.5.3 For INP, XO shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for XO subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. XO shall have the right to verify the accuracy of the information in the ALI databases.

70.5.3.1 When any INP method is used to port a subscriber, the donor provider must maintain the 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 XO for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as XO's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is XO's then, if XO desires to store numbers on Sprint's LIDB, the parties shall negotiate a separate LIDB database storage and look-up agreement.

70.5.4 Sprint will send a CARE transaction 2231 to notify IXC that access is now provided by a new XO for that number.

71 OPERATOR SERVICES

71.1 In accordance with 51.319(f) and (g) 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 XO, for the provision of a telecommunication service only where Sprint does not provide the requesting telecommunications carrier, such as XO, with the customized routing or a compatible signaling protocol; and, Sprint will provide nondiscriminatory access in accordance with 51.311 and section 251 (c)(3) of the Act to operator support systems on an unbundled basis to any telecommunications carrier, such as XO, for the provision of a telecommunications service.

72 REQUIREMENTS FOR INP

72.1 Cut-Over Process

72.1.1 Sprint and XO shall cooperate in the process of porting numbers from one

carrier to another so as to limit service outage for the ported subscriber.

72.1.1.1 For a Coordinated Cutover Environment, Sprint and XO will coordinate the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by XO and agreed to by both parties and in no case shall begin more than thirty (30) minutes after the agreed upon time.

72.1.1.2 For a Non-Coordinated Cutover Environment, the Parties will agree to a mutually satisfactory cutover time and Sprint shall schedule an update of disconnect and switch translations at the agreed upon cutover time. Such updates will be available to XO at Parity with Sprint's own availability for such activity. Sprint and XO shall each provide an appropriate operations contact with whom the Parties can contact in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify XO of the issue and XO and Sprint shall determine the plan to resolve it.

72.2 Testing. Sprint and XO shall cooperate in conducting XO's testing to ensure interconnectivity between systems. Sprint shall inform XO of any system updates that may affect the XO network and Sprint shall, at XO's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

72.3 Installation Timeframes

72.3.1 Installation Time Frames for RCF INP, where no other work is required, will be completed using Sprint's standard interval for service installation of complex services.

72.3.2 If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify XO of the Subscriber's termination of service with XO and the Subscriber's instructions regarding its telephone number(s) at Parity with what is offered to other Sprint customers.

72.4 Call Referral Announcements. Should XO direct Sprint to terminate INP measures, Sprint shall allow XO to order a referral announcement available in that switch.

72.5 Engineering and Maintenance. Sprint and XO will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at Parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

72.6 Operator Services and Directory Assistance

72.6.1 With respect to operator services and directory assistance associated with INP for XO subscribers, Sprint shall provide the following:

72.6.1.1 While INP is deployed:

72.6.1.1.1 Sprint shall allow XO to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by XO. Sprint shall continue to allow XO access to its LIDB. Other LIDB provisions are specified in this Agreement.

72.6.1.1.2 Where Sprint has control of directory listings for NXX codes containing ported numbers, Sprint shall maintain entries for ported numbers as specified by XO.

72.6.2 Sprint OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996. Editor - Nortel.

72.7 Number Reservation. When a subscriber ports to another service provider and has previously secured, via a tariffed offering, a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider. However, the Parties will not port vacant numbers.

PART H - LOCAL NUMBER PORTABILITY

73 INTRODUCTION

- 73.1 Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum. To the extent consistent with the FCC and Industry rules as amended from time to time, the requirements for LNP shall include the following:
- 73.1.1 Subscribers must be able to change local service providers and retain the same telephone number(s) within the serving wire center utilizing the portability method in effect within the porting MSA, as offered by the porting carrier, and within the area of portability as defined by the FCC or the Commission.
 - 73.1.2 The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 73.1.3 Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable offices which have direct trunks to the given switch.
 - 73.1.4 When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the subscriber only in states where appropriate charges from Sprint tariffs are executed for reserved numbers.
 - 73.1.5 NXX Availability. Not all NXXs in each CO may be available for porting.
 - 73.1.6 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to XO through the LERG.
 - 73.1.7 Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 73.1.8 Mass Calling Events. Parties will notify each other at least seven (7) days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable state or federal regulatory requirements developed for mass calling numbers.

74 TRANSITION FROM INP TO LNP

- 74.1 Existing INP Arrangements. As Sprint provisions LNP according to the industry schedule in a Wire Center/Central Office, there will be a maximum of a ninety (90) day transition from INP to LNP. At that time, the XO will be required to fully implement LNP according to industry standards.
- 74.2 Once LNP is available in an area, all new portability will be LNP and INP will no longer be offered.

75 TESTING

- 75.1 An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 75.2 Testing and operational issues will be addressed in the implementation plans as described in Part B, §32 of the agreement.
- 75.3 *Sprint position:*

XO must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a XO/CMRS provider occurs past the FCC activation date, testing will be done at XO's expense.

XO position:

XO must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a XO/CMRS provider occurs past the FCC activation date, testing will be done at XO's expense.

- 75.4 Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 75.5 Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the XO or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

76 ENGINEERING AND MAINTENANCE

- 76.1 Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing

and network faults.

- 76.2 It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 76.3 Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

77 E911/911

- 77.1 When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to PSAP call centers.
- 77.2 Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

78 BILLING

- 78.1 When an IXC terminates an InterLATA or IntraLATA toll call to either Party's local exchange customer whose telephone number has been ported from one Party to the other, the Parties agree that the Party to whom the number has been ported shall receive revenues from those IXC access charges associated with end office switching, local transport, RIC, and CCL, as appropriate, and such other applicable charges. The Party from whom the number has been ported shall be entitled only to receive any entrance facility fees, access tandem fees and appropriate local transport charges as set forth in this Agreement. Such access charge payments will be adjusted to the extent that the paying Party has already paid Reciprocal Compensation for the same minutes of use. When a call for which access charges are not applicable is terminated to a party's local exchange customer whose telephone number has been ported from the other Party, the parties agree that the Reciprocal compensation arrangements described in this Agreement shall apply.
- 78.2 Non-Payment. Subscribers lose the right to the ported telephone number upon non-payment of charges. The Parties will not port telephone numbers of subscribers who have bills in default.

PART I - GENERAL BUSINESS REQUIREMENTS

79 PROCEDURES

79.1 Contact with Subscribers

79.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by that Party. Subscribers include active subscribers as well as those for whom service orders are pending.

79.1.2 Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or subscriber contact.

79.1.3 Sprint shall not use XO's request for subscriber information, order submission, or any other aspect of XO's processes or services to aid Sprint's marketing or sales efforts.

79.2 Expedite and Escalation Procedures

79.2.1 Sprint and XO 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 XO will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after XO's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.

79.2.2 No later than thirty (30) days after XO's request Sprint shall provide XO with contingency 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.

79.3 Subscriber of Record. Sprint shall recognize XO as the Subscriber of Record for all Network Elements or services for resale ordered by XO and shall send all notices, invoices, and information which pertain to such ordered services directly to XO. XO will provide Sprint with addresses to which Sprint shall send all such notices, invoices, and information.

79.4 Service Offerings

- 79.4.1 Sprint shall provide XO with access to new services, features and functions concurrent with Sprint's notice to XO 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 XO may conduct market testing.
- 79.4.2 Essential Services. For purposes of service restoral, Sprint shall designate a XO access line as an Essential Service Line (ESL) at Parity with Sprint's treatment of its own subscribers and applicable state law or regulation, if any.
- 79.4.3 Blocking Services. Upon request from XO, employing Sprint-approved LSR documentation, 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 the extent (a) it is an available option for the Telecommunications Service resold by XO, or (b) it is technically feasible when requested by XO as a function of unbundled Network Elements.
- 79.4.4 Training Support. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with XO subscribers. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

80 ORDERING AND PROVISIONING

- 80.1 Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable XO to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- 80.2 National Exchange Access Center (NEAC)
 - 80.2.1 Sprint shall provide a NEAC or equivalent which shall serve as XO's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.
 - 80.2.2 The NEAC shall provide to XO a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am 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.

80.2.3 Sprint shall provide, as requested by XO, through the NEAC, 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 as agreed upon by the parties to meet subscriber demand.

80.3 Street Index Guide (SIG). Within thirty (30) days of XO's written request, Sprint shall provide to XO the SIG data, or its equivalent, in an electronic format mutually agreeable to the parties. All changes and updates to the SIG shall be provided to in a mutually agreed format and timeframe.

80.4 CLASS and Custom Features. Where generally available in Sprint's serving area, XO, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.

80.5 Number Administration/Number Reservation

80.5.1 Sprint shall provide testing and loading of XO's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide XO with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with XO. When XO uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to XO, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.

80.5.2 In conjunction with an order for service, Sprint shall accept XO 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 XO.

80.5.3 For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of XO'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.

80.6 Service Order Process Requirements

80.6.1 Service Migrations and New Subscriber Additions

80.6.1.1 For resale services, other than for a XO order to convert "as is" a XO subscriber, Sprint shall not

disconnect any subscriber service or existing features at any time during the migration of that subscriber to XO service without prior XO agreement.

80.6.1.2 For services provided through UNEs, Sprint shall recognize XO as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another XO or Sprint. In addition, Sprint and XO will work cooperatively to minimize service interruptions during the conversion.

80.6.1.3 Unless otherwise directed by XO and when technically capable, when XO orders resale Telecommunications Services or UNEs 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.

80.6.1.4 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and XO will agree on a scheduled conversion time, which will be a designated time period within a designated date.

80.6.1.4.1 Any request made by XO to coordinate conversions after normal working hours, or on Saturday's or Sunday's or Sprint holidays shall be performed at XO's expense.

80.6.1.5 A general Letter of Agency (LOA) initiated by XO or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by XO or Sprint. XO and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission

rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

80.6.2 Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to XO'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.

80.6.3 Due Date

80.6.3.1 Sprint shall supply XO with due date intervals to be used by XO personnel to determine service installation dates.

80.6.3.2 Sprint shall use best efforts to complete orders by XO requested desired due date within agreed upon intervals.

80.6.4 Subscriber Premises Inspections and Installations

80.6.4.1 XO shall perform or contract for all XO's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

80.6.4.2 Sprint shall provide XO with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

80.6.5 Firm Order Confirmation (FOC)

80.6.5.1 Sprint shall provide to XO, a Firm Order Confirmation (FOC) for each XO order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

80.6.5.2 For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.

80.6.5.3 Sprint shall provide to XO the date that service is scheduled to be installed.

80.6.6 Order Rejections

80.6.6.1 Sprint shall reject and return to XO any order that Sprint cannot provision, due to technical reasons, missing

information, or jeopardy conditions resulting from XO ordering service at less than the standard order interval. 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 reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.

80.6.7 Service Order Changes

80.6.7.1 In no event will Sprint change a XO initiated service order without a new service order directing said change. If an installation or other XO ordered work requires a change from the original XO service order in any manner, XO shall initiate a revised service order. If requested by XO, Sprint shall then provide XO an estimate of additional labor hours and/or materials.

80.6.7.1.1 When a service order is completed, the cost of the work performed will be reported promptly to XO.

80.6.7.2 If a XO subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of XO, Sprint, while at the subscriber premises, shall direct the XO subscriber to contact XO, and XO will initiate a new service order.

- 80.7 Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.
- 80.8 Service Suspensions/Restorations. Upon XO'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 basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.
- 80.9 Order Completion Notification. Upon completion of the requests submitted by XO, Sprint shall provide to XO a completion notification in an industry standard, 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.
- 80.10 Specific Unbundling Requirements. XO may order and Sprint shall provision unbundled Network Elements. Except as otherwise provided in this Agreement, it is XO's responsibility to combine the individual network elements should it desire to do so.

80.11 Systems Interfaces and Information Exchanges

80.11.1 General Requirements

- 80.11.1.1 Sprint shall provide to XO Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.
- 80.11.1.2 Until the Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept XO orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by XO and Sprint.
- 80.11.2 For any XO subscriber Sprint shall provide, subject to applicable rules, orders, and decisions, XO with access CPNI without requiring XO to produce a signed LOA, based on XO's blanket representation that subscriber has authorized XO to obtain such CPNI.
- 80.11.2.1 The preordering Electronic Interface includes the provisioning of CPNI from Sprint to XO. The Parties agree to execute a LOA agreement with the Sprint end user prior to requesting CPNI for that Sprint end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.
- 80.11.2.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.
- 80.11.2.3 *Sprint position:*
- Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from XO for each unmatched request. XO agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within three (3) business days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage**

of unmatched LOA requests, Sprint reserves the right to immediately disconnect the preordering Electronic Interface.

If XO is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if Sprint determines that an LOA is inadequate, XO will be considered in breach of the agreement. XO can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within three (3) business days of notification of the breach.

Should XO not be able to cure the breach in the timeframe noted above, Sprint will discontinue processing new service orders until, in Sprint's determination, XO has corrected the problem that caused the breach.

Sprint will resume processing new service orders upon Sprint's timely review and acceptance of evidence provided by XO to correct the problem that caused the breach.

If XO and Sprint do not agree that CLEC requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

XO position:

Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from XO for each unmatched request. Sprint's report cannot extend beyond the length of time that XO is required to keep LOAs. XO agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within three (3) ten (10) business days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage of unmatched LOA requests, ten % or more, Sprint reserves the right to immediately disconnect the preordering Electronic Interface, then XO XO must submit evidence to Sprint within ten (10) business days of notice from Sprint of its findings that XO XO has taken steps to remedy XOXO's processes for accessing CPNI and/or obtaining and maintaining records of an

LOA acceptance of evidence provided by XO to correct the problem that caused the breach. If CLEC is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if Sprint determines that an LOA is inadequate, CLEC will be considered in breach of the agreement. CLEC can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within three (3) business days of notification of the breach. Should CLEC not be able to cure the breach in the timeframe noted above, Sprint will discontinue processing new service orders until, in Sprint's determination, CLEC has corrected the problem that caused the breach. Sprint will resume processing new service orders upon Sprint's timely review and acceptance of evidence provided by CLEC to correct the problem that caused the breach

- 80.11.2.4 If XO is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if Sprint determines that an LOA is inadequate, XO will be considered in breach of the agreement. XO can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within three (3) business days of notification of the breach.
- 80.11.2.5 Should XO not be able to cure the breach in the timeframe noted above, Sprint will discontinue processing new service orders until, in Sprint's determination, XO has corrected the problem that caused the breach.
- 80.11.2.6 Sprint will resume processing new service orders upon Sprint's timely review and acceptance of evidence provided by XO to correct the problem that caused the breach.
- 80.11.2.7 If XO and Sprint do not agree that XO requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.
- 80.11.2.8 When available per Electronic Interface Implementation Plan, Sprint shall provide to XO Electronic Interface to Sprint information systems to allow XO to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

- 80.11.2.9 When available per Electronic Interface Implementation Plan, Sprint shall provide to XO an Electronic Interface to schedule dispatch and installation appointments at Parity.
- 80.11.2.10 When available per Electronic Interface Implementation Plan, Sprint shall provide to XO an Electronic Interface to Sprint subscriber information systems which will allow XO to determine if a service call is needed to install the line or service at Parity.
- 80.11.2.11 When available per Electronic Interface Implementation Plan, Sprint shall provide to XO an Electronic Interface to Sprint information systems which will allow XO to provide service availability dates at Parity.
- 80.11.2.12 When available per Electronic Interface Implementation Plan, Sprint shall provide to XO an Electronic Interface which transmits status information on service orders at Parity. Until an 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.

80.12 Standards

- 80.12.1 General Requirements. XO and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

81 BILLING

- 81.1 Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify XO of any deviations to the standards.
- 81.2 Sprint shall bill XO for each service supplied by Sprint to XO pursuant to this Agreement at the rates set forth in this Agreement.
- 81.3 Sprint shall provide to XO a single point of contact for interconnection at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 81.4 Sprint shall provide a single point of contact 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.

- 81.5 Subject to the terms of this Agreement, XO shall pay Sprint within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

- 81.6 Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the procedures set forth in Part B, Article 23 of this Agreement.
- 81.7 Sprint will assess late payment charges to XO in accordance with Part B, §6.4 of this Agreement.
- 81.8 Sprint shall credit XO 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.
- 81.9 Where Parties have established interconnection, Sprint and the XO agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and XO will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and XO agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).
- 81.10 Revenue Protection. Sprint shall make available to XO, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications XOs, 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 Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

82 PROVISION OF SUBSCRIBER USAGE DATA

- 82.1 This Article 82 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part) to XO and for information exchange regarding long distance billing. The parties agree to record call information for interconnection in accordance with this Article 4. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber. Sprint shall record for XO the messages that Sprint records for and bills to its end users. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions

of this Agreement. These records shall be transmitted to the other party on non-holiday business days in EMI format via CDN, or provided on a cartridge. Sprint and XO agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

82.2 General Procedures

- 82.2.1 Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.
- 82.2.2 Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 82.2.3 Sprint shall record all usage originating from XO subscribers using resold services ordered by XO, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
 - 82.2.3.1 Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis.
 - 82.2.3.2 Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with §82.2.7
 - 82.2.3.3 Calls to Directory Assistance where Sprint provides such service to a XO subscriber.
 - 82.2.3.4 Calls completed via Sprint-provided Operator Services where Sprint provides such service to XO's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Telcordia EMI billing records.
 - 82.2.3.5 For Sprint-provided Centrex Service, station level detail.
- 82.2.4 Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to XO for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to XO upon the request of XO. If the forty-five (45) day has expired, Sprint may provide the data back-up at XO's expense.
- 82.2.5 Sprint shall provide to XO Recorded Usage Data for XO subscribers. Sprint shall not submit other XO local usage data as part of the XO Recorded Usage Data.

- 82.2.6 Sprint shall not bill directly to XO subscribers any recurring or non-recurring charges for XO's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and XO.
- 82.2.7 Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the XO or the CLEC's end user.
- 82.2.8 Sprint shall provide Recorded Usage Data to XO billing locations as agreed to by the Parties.
- 82.2.9 Sprint shall provide a single point of contact to respond to XO call usage, data error, and record transmission inquiries.
- 82.2.10 Sprint shall provide XO with a single point of contact and remote identifiers (IDs) for each sending location.
- 82.2.11 XO 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.
- 82.2.12 Sprint shall bill and XO shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

82.3 Charges

- 82.3.1 Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 82.3.2 Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- 82.3.3 Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, cartridge or CD-ROM) requested by XO as follows:
 - 82.3.3.1 Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
 - 82.3.3.2 Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and XO will pay Sprint for providing such call detail;
 - 82.3.3.3 The Parties will work cooperatively to exchange information to

facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

82.3.3.4 Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when XO places the order for service;

82.3.3.5 Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.

82.3.3.6 Sprint shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Sprint shall also bill XO for additional copies of the monthly invoice.

82.3.4 For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

82.4 Central Clearinghouse & Settlement

82.4.1 Sprint and XO shall agree upon Clearinghouse and Incollect/Outcollect procedures.

82.4.2 Sprint shall settle with XO for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

82.5 Lost Data

82.5.1 Loss of Recorded Usage Data. XO 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 XO. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from XO, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and XO. This estimate shall be used to adjust amounts XO owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

82.5.2 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 §82.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. 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.

82.5.3 Complete Loss. When Sprint is unable to recover data as discussed in §82.5.1 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.

82.5.4 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 XO and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

82.5.5 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

82.5.6 If the loss occurs on a weekday that is a holiday (except Christmas and Mother’s Day), Sprint shall use volumes from the two (2) preceding Sundays.

82.5.7 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 factor derived from an average of XO’s most recent three (3) month message volume growth. If a previous year’s message volumes are not available, a settlement shall be negotiated.

82.6 Testing, Changes and Controls

82.6.1 The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by XO and Sprint.

82.6.2 Control procedures for all usage transferred between Sprint and XO shall be available for periodic review. This review may be included as part of an Audit of Sprint by XO or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and XO must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by XO and Sprint.

Sprint Software Changes

- 82.6.3.1 When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to XO, designated Sprint personnel shall notify XO no less than ninety (90) calendar days before such changes are implemented.
- 82.6.3.2 Sprint shall communicate the projected changes to XO's single point of contact so that potential impacts on XO processing can be determined.
- 82.6.3.3 XO personnel shall review the impact of the change on the entire control structure. XO shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software if required.
- 82.6.3.4 If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to XO, Sprint shall notify XO.

82.6.4 XO Requested Changes:

- 82.6.4.1 XO may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Sprint.
- 82.6.4.2 When the negotiated changes are to be implemented, XO and/or Sprint shall arrange for testing of the modified data.

82.7 Information Exchange and Interfaces

82.7.1 Product/Service Specific. Sprint shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

82.7.2 Rejected Recorded Usage Data

- 82.7.2.1 Upon agreement between XO and Sprint, messages that cannot be rated and/or billed by XO may be returned to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMI format utilizing standard EMI return codes.
- 82.7.2.2 Sprint may correct and resubmit to XO any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a XO end user. XO will not return a message that has been corrected and resubmitted by Sprint.

Sprint will only assume liability for errors and unguideables caused by Sprint.

83 GENERAL NETWORK REQUIREMENTS

- 83.1 Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.
- 83.2 During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide XO with maintenance support at Parity.
- 83.3 Sprint shall provide on a regional basis, a point of contact for XO to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 83.4 Sprint shall provide XO maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 83.5 Sprint shall cooperate with XO to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 83.6 All Sprint employees or contractors who perform repair service for XO subscribers shall follow Sprint standard procedures in all their communications with XO subscribers. These procedures and protocols shall ensure that:
 - 83.6.1 Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
 - 83.6.2 Trouble calls from XO shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a “first come first served” basis regardless of whether the subscriber is a XO subscriber or a Sprint subscriber.
- 83.7 Sprint shall provide XO with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to XO under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. XO shall perform its own testing for UNEs.
- 83.8 Sprint shall give maximum advanced notice to XO of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which XO has advised Sprint may potentially impact XO subscribers.

- 83.9 Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 83.10 On all misdirected calls from XO subscribers requesting repair, Sprint shall provide such XO subscriber with the correct XO repair telephone number as such number is provided to Sprint by XO. Once the Electronic Interface is established between Sprint and XO, Sprint agrees that XO may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by XO.
- 83.11 Upon establishment of an Electronic Interface, Sprint shall notify XO via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. XO will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.
- 83.12 Sprint shall perform all testing for resold Telecommunications Services.
- 83.13 Sprint shall provide test results to XO, if appropriate, for trouble clearance. In all instances, Sprint shall provide XO with the disposition of the trouble.
- 83.14 If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If XO requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then XO will bear the cost.

84 MISCELLANEOUS SERVICES AND FUNCTIONS

84.1 General

84.1.1 To the extent that Sprint does not provide the services described in this Article 84 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by XO through the existing service provider. XO must contract directly with the service provider for such services.

84.1.2 Basic 911 and E911 General Requirements

84.1.2.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to XO in accordance with the following:

84.1.2.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the ALI/DMS, to determine to which PSAP to route the call.

- 84.1.2.3 Basic 911 and E911 functions provided to XO shall be at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.
- 84.1.2.4 Basic 911 and E911 access when XO purchases Local Switching shall be provided to XO in accordance with the following:
 - 84.1.2.4.1 Sprint shall conform to all state regulations concerning emergency services.
 - 84.1.2.4.2 For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS. Through this process, Sprint shall provide and validate XO subscriber information resident or entered into the ALI/DMS.
 - 84.1.2.4.3 Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at XO's discretion, directly to XO operator services.
- 84.1.3 Basic 911 and E911 access from the XO local switch shall be provided to XO in accordance with the following:
 - 84.1.3.1 If required by XO, Sprint, at XO's sole expense, shall interconnect direct trunks from the XO network to the E911 PSAP, or the E911 Tandems as designated by XO. Such trunks may alternatively be provided by XO.
 - 84.1.3.2 In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), XO shall participate in the provision of the 911 System as follows:
 - 84.1.3.2.1 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.
 - 84.1.3.2.2 Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.
- 84.1.4 If a third party is the primary service provider to a government agency, XO shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and XO are totally separate

from this Agreement and Sprint makes no representations on behalf of the third party.

- 84.1.5 If XO or its Affiliate is the primary service provider to a government agency, XO 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.
- 84.1.6 Interconnection and database access shall be priced as specified in Part C.
- 84.1.7 Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 84.1.8 In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with XO data in an interval at Parity with that experienced by Sprint subscribers.
- 84.1.9 Sprint shall transmit to XO daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 84.1.10 Sprint shall provide to XO the necessary UNEs for XO 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 XO to government agencies.
- 84.1.11 The following are Basic 911 and E911 Database Requirements
 - 84.1.11.1 The ALI database shall be managed by Sprint, but is the property of Sprint and XO for those records provided by XO.
 - 84.1.11.2 To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.
 - 84.1.11.3 XO shall be solely responsible for providing XO database records to Sprint for inclusion in Sprint's ALI database on a timely basis.
 - 84.1.11.4 Sprint and XO shall arrange for the automated input and periodic updating of the E911 database

information related to XO end users. Sprint shall work cooperatively with XO to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format.

- 84.1.11.5 XO shall assign an E911 database coordinator charged with the responsibility of forwarding XO end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. XO assumes all responsibility for the accuracy of the data that XO provides to Sprint.
- 84.1.11.6 XO 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 XO. If Sprint detects an error in the XO provided data, the data shall be returned to XO within two (2) business days from when it was provided to Sprint. XO 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.
- 84.1.11.7 Sprint agrees to treat all data on XO subscribers provided under this Agreement as confidential and to use data on XO subscribers only for the purpose of providing E911 services.
- 84.1.11.8 Sprint shall adopt use of a carrier Code (NENA standard five-character field) on all ALI records received from XO. The carrier Code will be used to identify the XO of record in LNP/INP configurations.
- 84.1.11.9 Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

84.1.12 The following are basic 911 and E911 Network Requirements

- 84.1.12.1 Sprint, at XO's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from XO's switch to a Sprint selective router.
- 84.1.12.2 Sprint shall provide the selective routing of E911 calls received from XO's switching office. This includes the ability to receive the ANI of XO's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide XO with the appropriate CLLI codes and specifications regarding the

Tandem serving area associated addresses and meet-points in the network.

84.1.12.3 XO shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. XO shall also ensure that its switch provides the line number of the calling station. Where applicable, XO shall send a ten-digit ANI to Sprint. When there is an ANI failure XO shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.

84.1.12.4 Each ALI discrepancy report shall be jointly researched by Sprint and XO. Corrective action shall be taken immediately by the responsible party.

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

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

84.1.12.5.2 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.

84.1.12.5.3 Technical specifications for network interface, Technical specifications for database loading and maintenance.

84.1.12.5.4 Sprint shall identify special routing arrangements to complete overflow.

84.1.12.5.5 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).

84.1.12.5.6 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.

- 84.1.12.6 Sprint shall identify any special operator-assisted calling requirements to support 911.
 - 84.1.12.7 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.
 - 84.1.12.8 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.
 - 84.1.12.9 All 911 trunks must be capable of transmitting and receiving Baudot code or ASII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).
- 84.1.13 Basic 911 and E911 Additional Requirements
- 84.1.13.1 All XO 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 XO number (if both are received from XO). 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.
 - 84.1.13.2 Sprint shall work with the appropriate government agency to provide XO the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which XO is interconnected.
 - 84.1.13.3 Sprint shall notify XO 48 hours in advance of any scheduled testing or maintenance affecting XO 911 service, and provide notification as soon as possible of any unscheduled outage affecting XO 911 service.
 - 84.1.13.4 XO shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide XO with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
 - 84.1.13.5 XO may enter into subcontracts with third parties, including XO Affiliates, for the performance of any of XO's duties and obligations stated herein.
 - 84.1.13.6 Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the

next twelve (12) months.

84.1.13.7 Sprint shall provide notification of any impacts to the 911 services provided by Sprint to XO resulting from of any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

84.1.13.8 Sprint shall identify process for handling of “reverse ALI” inquiries by public safety entities.

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

84.2 Directory Assistance and Listings Service Requests

84.2.1 These requirements pertain to Sprint’s DA and Listings Service Request process that enables XO to (a) submit XO subscriber information for inclusion in Sprint Directory Assistance and Directory Listings databases; (b) submit XO subscriber information for inclusion in published directories; and (c) provide XO subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.

84.2.2 When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which XO can place an order with a single point of contact within Sprint.

84.2.3 Sprint will provide to XO the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

84.2.3.1 Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to XO.

84.2.3.2 Migrate with Additions. Retain all white page listings for the subscriber in both DA and DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to XO.

84.2.3.3 Migrate with Deletions. Retain all white page listings for the subscriber in both DA and DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to XO.

84.2.3.4 To ensure accurate order processing, Sprint or its directory publisher shall provide to XO the following information, with

updates promptly upon changes:

84.2.3.4.1 A matrix of NXX to central office;

84.2.3.4.2 Geographical maps if available of Sprint service area;

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

84.2.3.4.4 Listing format rules;

84.2.3.4.5 Standard abbreviations acceptable for use in listings and addresses;

84.2.3.4.6 Titles and designations; and

84.2.3.4.7 A list of all available directories and their Business Office close dates

84.2.4 Based on changes submitted by XO, Sprint shall update and maintain directory assistance and directory listings data for XO subscribers who:

84.2.4.1 Disconnect Service;

84.2.4.2 Change XO;

84.2.4.3 Install Service;

84.2.4.4 Change any service which affects DA information;

84.2.4.5 Specify Non-Solicitation; and

84.2.4.6 Are Non-Published, Non-Listed, or Listed.

84.2.5 Sprint shall not charge for storage of XO subscriber information in both the DA and DL systems.

84.2.6 XO shall not charge for storage of Sprint subscriber information in both the DA and DL systems.

84.3 Directory Listings General Requirements. XO acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. XO acknowledges that for a XO subscriber's name to appear in a directory, XO must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist XO in obtaining an agreement with the directory

publisher that treats XO at Parity with the publisher's treatment of Sprint.

- 84.3.1 This § 84.3 pertains to listings requirements published in the traditional white pages.
- 84.3.2 Sprint shall include in its master subscriber system database all white pages listing information for XO subscribers in Sprint territories where XO is providing local telephone exchange services and has submitted a DSR.
- 84.3.3 Sprint agrees to include one basic White pages listing for each XO customer located within the geographic scope of its White Page directories, at no additional charge to XO. A basic White Pages listing is defined as a customer name, address and either the XO assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of XO customers will be interfiled with listings of Sprint and other LEC customers.
- 84.3.4 XO agrees to provide XO customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide XO with the appropriate format for provision of XO customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
- 84.3.5 Sprint agrees to provide White Pages database maintenance services to XO. XO will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 84.3.6 XO customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to XO customers.
- 84.3.7 In addition to a basic White Pages listing, Sprint will provide, under separate agreement, White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for XO to offer for resale to XO's customers.
- 84.3.8 Sprint, or its directory publisher, agree to provide White Pages distribution services to XO customers within Sprint's service territory at no additional charge to XO. Sprint represents that the quality, timeliness,

and manner of such distribution services will be at Parity with those provided to Sprint and to other XO customers.

84.3.9 Sprint agrees to include critical contact information pertaining to XO in the "Information Pages" of those of its White Pages directories containing information pages, provided that XO meets criteria established by its directory publisher. Critical contact information includes XO's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. XO will not be charged for inclusion of its critical contact information. The format, content and appearance of XO's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all XOs in a directory.

84.3.10 Sprint will accord XO customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to XO customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a XO that contains customer listings of both Sprint and XO will not be deemed a violation of this confidentiality provision.

84.3.11 Sprint will sell or license XO's customer listing information to any third parties unless XO submits written requests that Sprint refrain from doing so. Sprint and XO will work cooperatively to share any payments for the sale or license of XO customer listing information to third parties. Any payments due to XO for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The parties acknowledge that the release of XO's customer listing to Sprint's directory publisher will not constitute the sale or license of XO's customer listing information causing any payment obligation to arise pursuant to this § 84.3.11.

84.4 Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with XO which will address other directory services desired by XO as described in this § 84.4. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 84.4 are not binding upon Sprint's directory

publisher.

84.4.1 Sprint's directory publisher will negotiate with XO concerning the provision of a basic Yellow Pages listing to XO customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to XO customers.

84.4.2 Directory advertising will be offered to XO customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other carrier customers. Directory advertising will be billed to XO customers by directory publisher.

84.4.3 Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to XO is maintained without interruption.

84.4.4 Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 84.3.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

84.4.5 Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

84.5 Directory Assistance Data. This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange XOs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

84.6 Systems Interfaces and Exchanges

84.6.1 Directory Assistance Data Information Exchanges and Interfaces

84.6.1.1 Subscriber List Information

84.6.1.1.1 Sprint shall provide to XO, within sixty (60) days after the Approval Date of this Agreement, or at XO's request, all published Subscriber List Information

(including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to XO pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

84.6.1.1.2 XO shall provide directory listings to Sprint pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

84.7 Listing Types

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

PART J - REPORTING STANDARDS

85 GENERAL

85.1 Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to XO at parity with the performance Sprint provides itself for like service(s).

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

“Sprint”		“XO”	
	Sprint – Florida, Incorporated		XO Florida, Inc.
By:	_____	By:	_____
Name (typed):	_____	Name (typed):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



MASTER COLLOCATION LICENSE AGREEMENT

XO Florida, Inc.

and

Sprint – Florida, Incorporated

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**SPRINT LOCAL TELEPHONE COMPANIES
MASTER COLLOCATION AGREEMENT**

This Agreement is made this ____ day of June, 2003, by and between XO Florida, Inc. a Delaware corporation (the "Licensee") and Sprint – Florida, Incorporated, a Florida corporation ("Sprint").

1. DEFINITIONS.

For the purposes of this Agreement, the following terms or phrases shall have the meaning set forth below:

- 1.1. "Act" means the Communications Act of 1934, as amended.
- 1.2. "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.
- 1.3. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.
- 1.4. "COE" shall mean XO-owned equipment.
- 1.5. "Collocation Arrangement" refers to a single, specific provision of Collocation in a particular Premises, not limited to a cage enclosing Licensee's equipment within the Premises.
- 1.6. "Collocation Point of Termination" shall mean the physical demarcation point as described in Section 5.
- 1.7. "Collocation Space" shall mean an area of space as agreed between the parties, located in a Building to be used by Licensee to house telecommunications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.8. "Controlled Environment Vault" shall mean a below ground room other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment.
- 1.9. "Date of Occupancy" shall mean the date on which Licensee first occupies the Collocation Space pursuant to this Agreement.

- 1.10. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.11. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.12. "Live load capacity" as it relates to a Licensee's collocation space refers to the structural strength of the floor to support the weight of Licensee's property and equipment installed in the collocated space.
- 1.13. "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.
- 1.14. "Physical Collocation" is as defined in 47 CFR 51.5.
- 1.15. "Premises" is as defined in 47 C.F.R. 51.5.
- 1.16. "Tariffed Service" shall mean the interconnection of Licensee's equipment and Sprint's equipment pursuant to the Sprint Access Service tariffs as filed with the Federal Communications Commission ("FCC"), or applicable state tariffs.
- 1.17. "Virtual Collocation" is as defined in 47 C.F.R. 51.5.

2. TERM.

- 2.1. This Agreement shall be deemed effective upon execution by both Parties, and continue for a period of two years until _____ ("**End Date**"), unless earlier terminated as provided herein, provided however that if XO has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full.
- 2.2. This Agreement shall terminate two years from the date of execution.
- 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 ninety (90) days after written notice thereof.
- 2.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 2.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole

or in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice.

- 2.6. Termination. XO may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to Sprint. Upon termination of such occupancy, XO at its expense shall remove its equipment and other property from the Collocation Space. XO shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of XO's Guests; provided, however, that XO shall continue payment of monthly fees to Sprint until such date as XO has fully vacated the Collocation Space. XO will surrender the Collocation Space to Sprint in the same condition as when first occupied by XO, except for ordinary wear and tear.
- 2.7. XO 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.
- 2.8. Upon termination of XO's right to possession, XO shall surrender possession and vacate the Collocation Space within thirty (30) calendar days. Failure to surrender the Collocation Space within 30 days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of XO or the XO's Guest at XO's expense and with no liability for damage or injury to XO's property.
- 2.9. Should Sprint under any section of this Agreement remove any of XO's equipment from its collocation space, Sprint will deliver to XO any equipment removed by Sprint only upon payment by XO of the cost of removal, storage and delivery, and all other amounts due Sprint under this Agreement. Should XO fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to XO's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 2.10. Surrender of Keys. XO shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.
- 2.11. 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 30 days prior notice, 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. In such cases, Sprint will

reimburse XO for reasonable direct costs and expenses in connection with such reclamation.

- 2.12. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require XO 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 the License Fee provided for herein shall remain the same.

3. SCOPE OF AGREEMENT.

- 3.1. Sprint will provide Collocation to XO 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)).
- 3.2. Prices and fees for collocation and other services under this Agreement are contained in the price list attached hereto as Attachment B. In the event Sprint files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs will control over Attachment B as of the date the tariff becomes effective. The terms and conditions of this Agreement will control over any terms and conditions in the tariff.
- 3.3. This Agreement states the general terms and conditions upon which Sprint will grant to XO a non-exclusive license to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service as specifically identified on a completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as Attachment A). Such service will be provided by installing, maintaining and operating XO's equipment, which will interconnect with telecommunications services and facilities provided by Sprint or others in accordance with this Agreement.

4. CHANGE IN LAW

- 4.1. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules

(individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 4.2. Notwithstanding any other provision of this Agreement to the contrary, this section shall control. Any rates, terms or conditions thus developed or modified 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 Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules.

5. COLLOCATION OPTIONS.

- 5.1. Cageless. Sprint will offer Collocation Space to allow XO to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint will allow XO to have access to its equipment and facilities 24 hours a day, 7 days a week without need for a security escort provided that XO has met Sprint's safety and security requirements. Sprint may require XO 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, XO must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 5.2. Caged. Sprint will authorize the enclosure of XO's equipment and facilities at XO's option. Sprint will provide guidelines and specifications upon request. Based on XO'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 XO's option, Sprint will permit XO to arrange with a third party vendor to construct a Collocation Arrangement enclosure at XO's sole expense. XO'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 XO directly for all work performed for XO and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. XO 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 XO's locked enclosure prior to notifying XO and obtaining authorization.

- 5.2.1. Sprint has the right to review XO's plans and specifications prior to allowing construction to start. Sprint will complete its review within fifteen (15) calendar days. 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 XO to remove or correct, at its cost, any structure that does not meet these plans.
- 5.3. Shared (Subleased) Caged Collocation. XO may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by XO ("Host") and other telecommunications carriers ("Guests"). XO will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by XO that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.
 - 5.3.1. As Host, XO will be the sole interface and responsible party to Sprint for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of the Standard Offer); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. 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 XO.
 - 5.3.2. Sprint will not place unreasonable restrictions on XO's use of a cage, and as such will allow XO to contract with other XOs to share the cage in a sublease type arrangement. If two (2) or more XOs have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each XO to order UNEs and provision service from the shared collocation space, regardless of which XO was the original collocater.
 - 5.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest 30 days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 5.4. Adjacent 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. Unless prohibited by zoning or other state and local regulations, Sprint will not withhold agreement

as to the site desired by XO, subject only to reasonable safety and maintenance requirements.

- 5.4.1. XO 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 XO elect such an option, XO must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
- 5.4.2. Sprint maintains the right to review XO's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of XO. 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 XO to correct any deviations from approved plans found during such inspection(s).
- 5.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, XO may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's.
- 5.4.4. Subject to XO being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the XO to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event XO chooses to relocate its equipment, appropriate charges applicable for collocation within the Sprint Premises will apply.
- 5.5. Contiguous Space. To the extent possible, Sprint will provide XO with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 5.6. Virtual Collocation. Sprint will provide virtual collocation, subject to being technically feasible, 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).
 - 5.6.1. XO may from time to time, lease to Sprint, at no cost to Sprint, equipment that meet 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 mutually agreed upon by the Parties.
 - 5.6.2. Virtually collocated equipment shall be purchased by XO. Sprint does not assume any responsibility for the design, engineering, testing or

performance for the end-to-end connection of XO's equipment, arrangement or facilities.

5.6.3. Sprint will, at a minimum, install, maintain, and repair XO'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 caused to XO's collocated equipment by persons other than Sprint, or its authorized contractors, or 4) repairing damage to other property or equipment caused by operation of XO's collocated equipment and not caused by the sole negligence of Sprint.

5.6.4. XO 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 XO for the benefit of Sprint and XO shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. XO shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. XO 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.

5.6.4.1. In the event Sprint's right to quiet enjoyment is breached, either by XO'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 XO and all of Sprint's obligations relating to the affected equipment shall terminate immediately.

5.6.5. Sprint's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to XO at rates agreed on by the Parties or as filed in a tariff and approved by the Commission.

5.7. Collocation of Splitters

5.7.1. Splitters will be installed by XO in XO's physical collocation space or installed and maintained by Sprint in a common area on racks leased by the XO.

- 5.7.2. Customer will provide all splitters.
- 5.7.3. Physical Collocation of Splitters. There are two wiring configurations associated with the DSLAMS installed in XO's physical collocation space:
 - 5.7.3.1.the DSLAM is direct wired to the POTS Splitter; and
 - 5.7.3.2.the DSLAM is direct wired to the MDF.
- 5.7.4. Sprint will provide and install the cabling from XO's Collocation Space to the Splitter in the common area and/or to Sprint's main distribution frame at pricing set forth in Table Two.

- 5.7.4.1.Installation

- 5.7.4.1.1.Installing Splitters and Cabling

- 5.7.4.1.1.1.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.

- 5.7.4.1.1.2.Sprint agrees that, upon the request of XO, it shall cause the Splitters to be plainly, permanently, and conspicuously marked, by metal tag or plate supplied by XO to be affixed thereto, indicating XO'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 XO.

- 5.7.4.1.1.3.XO 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 Table Two.

- 5.7.4.1.1.4.All wiring connectivity from XO'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.

5.7.4.1.1.5.Sprint will provide and install the cabling from the Splitter(s) to Sprint's main distribution frame and from the Splitter(s) to XO's Collocation Space at pricing set forth in Table Two.

5.7.4.2.Providing and Replacing Cards in the Common Area

5.7.4.2.1.XO is responsible for ordering and providing to Sprint splitter cards as necessary to effectively operate the Splitter. Sprint will install such cards per XO's instructions. XO 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. XO is responsible for Splitter assignments and monitoring for exhaust.

5.7.4.2.2.Card Replacement

5.7.4.2.2.1.During the term of each collocation arrangement that includes Splitters, Sprint agrees to replace the Splitter cards if requested to do so by XO. Sprint and XO 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.

5.7.4.2.2.2.XO will provide replacement cards as required. Replacement cards will be either new or of like-new quality. Upon XO's written request, Sprint will return the replaced cards(s) to XO. XO agrees to pay the full costs of transportation of replacement cards to and from Sprint's central office.

5.7.4.2.3.Upon termination of any collocation arrangement that includes Splitters (by expiration or otherwise) Sprint will return the Splitter to the XO. XO will be charged time and material costs for removal of any Splitters. XO agrees to provide Sprint via pre-paid delivery with a medium for packaging and transportation of such Splitter. XO absolves

Sprint of any damage, which may occur as a result of Splitter transportation to XO.

5.7.5. The following services are not covered by this Agreement:

5.7.5.1. services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint;

5.7.5.2. service of attached, related, collateral or ancillary equipment or software not covered by this Agreement;

5.7.5.3. repairing damage caused to the Splitter by persons other than Sprint, or its authorized contractors, or

5.7.5.4. repairing damage to other property or equipment caused by operation of the Splitter and not caused by the sole negligence of Sprint.

6. DEMARCATION POINT.

6.1. Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At XO's request, Sprint will identify the location(s) of other possible demarcation points available to XO, and XO 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 XO's equipment that is available.

6.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.

6.3. At XO'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 XO's option, serve as the demarcation point. If XO elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to XO at its equipment, at XO's designated demarcation point. When XO elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel.

7. APPLICATION PROCESS.

7.1. Upon XO'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 XO. XO will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space in a manner that exceeds its forecasted space and power requirements. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in XO'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.

- 7.1.1. XO 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.
- 7.1.2. Application Augment Fee. In the event XO desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, XO 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.
- 7.1.3. No Subsequent Fee. Where XO modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Sprint, Sprint will not impose additional charges or additional intervals that would delay XO's operation. XO will notify Sprint of the modifications or additional equipment prior to installation.
- 7.1.4. If Collocation Space is unavailable or XO 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.
- 7.2. Multiple Methods. If XO wishes Sprint to consider multiple methods for collocation on a single Application, XO 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 XO provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would XO be required to restart the quotation interval should its first choice not be available in a requested Premises. Sprint will not select for XO the type of collocation to be ordered.
- 7.3. Within ten (10) calendar days after receiving XO's Application for collocation, Sprint will inform XO whether the Application meets each of Sprint's established collocation standards. Should XO submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, XO shall retain its original position within any collocation queue that

Sprint maintains. If Sprint informs XO that there is a deficiency in an Application, Sprint will provide sufficient detail so that XO has a reasonable opportunity to cure each deficiency.

- 7.4. Revisions. All revisions to an initial request for a Physical Collocation Arrangement submitted by XO must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. XO will be required to pay any applicable Application fees.
- 7.5. Space Availability Response. 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.
 - 7.5.1. Sprint will notify XO 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.
 - 7.5.2. In order to increase the amount of space available for collocation, Sprint will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
 - 7.5.3. In its notification, Sprint will also inform XO if the space available for the requested Premises will be Active or Inactive Collocation Space. If XO's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power and other factors used in making the determination.
- 7.6. Denial of Application. After notifying the XO that Sprint has no available space in the requested Central Office ("Denial of Application"), Sprint will allow the XO, upon request, to tour the entire Central Office within ten (10) calendar days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Sprint within five (5) calendar days of the Denial of Application.
 - 7.6.1. If XO 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.
 - 7.6.2. 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.

- 7.6.3. Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if XO has been denied space at a Sprint Premises and challenges Sprint on space availability at said Premises, XO will be given priority for space assignment if, as a result of the challenge, space is found to be available. XO 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 XO as to its position on the list.
- 7.6.4. If XO's Application for Physical Collocation is denied due to lack of space, Sprint will place XO on the waiting list for collocation in particular Premises according to the date XO submitted its Application and not the date of denial for lack of space.
- 7.6.5. Sprint will maintain on its web site 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 at which a Premises runs out of physical collocation space.
- 7.7. Price Quote. Sprint will provide a price quote within thirty (30) 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.
- 7.8. XO 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, XO does not notify Sprint that physical collocation should proceed.
- 7.9. Bona Fide Firm Order (BFFO). XO will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a 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 XO's Application. If XO 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, XO's Application will be treated as a Revision.
- 7.10. 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 required by Sprint at the time of the BFFO.

8. SPACE RESERVATION.

- 8.1. The parties may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) 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.

9. PROVISIONING INTERVALS.

- 9.1. Sprint will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) calendar days of receipt of a BFFO. Sprint will complete construction of Adjacent Collocation arrangements (as defined in 5.4) within one hundred twenty (120) calendar days of receipt of a BFFO. 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.

10. CONSTRUCTION.

- 10.1. Sprint shall permit XO or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such XO subcontractor shall be subject to Sprint's security standards. Sprint reserves the right to reject any XO subcontractor upon the same criteria that Sprint would use on its own subcontractors. XO will notify Sprint in writing when construction of physical collocation space is complete. Sprint will commence billing (1) upon notice of completion; (2) 90 calendar days from XO's submission of a BFFO; or (3) upon commencement of operations, whichever is earliest.
- 10.2. Sprint Inspection. Sprint shall have the right to inspect XO 's completed installation of equipment and facilities prior to XO turning up such equipment and facilities. XO shall provide written notification to Sprint when XO 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 XO that Sprint is not exercising its right to inspect such Collocation space at that time and that XO may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify XO 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. XO shall have the right to be present at such inspection, and if XO is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of XO's Collocated equipment and facilities, XO shall modify its installation to achieve compliance prior to turning up its equipment and facilities.
- 10.3. 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 XO's order must thereafter be approved by XO. The Parties acknowledge that XO approved deviations may require additional construction time and may incur additional XO expenses. XO shall pay the incremental cost incurred by Sprint as the result of Revision applicable to construction of any Collocation Space. XO will pay all nonrecurring charges set forth on the price quote, prior to Sprint commencing construction of the collocation space.

- 10.4. Extraordinary Construction Costs. XO 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 XO 's equipment and for extraordinary costs to maintain the Collocation space for XO '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, XO and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to XO prior to commencing such work. Extraordinary costs will only be billed to XO if such costs have been authorized by XO. Sprint must advise XO if extraordinary costs will be incurred.
- 10.5. 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.
- 10.6. Acceptance Walk Through. Sprint will notify XO when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Sprint will commence to correct any deviations to XO's original or jointly amended requirements within five (5) calendar days after the walk through. If XO does not conduct an acceptance walk through within 15 days of the notification that the Collocation Space construction is complete, XO will be deemed to have accepted the Collocation Space and billing will commence.
- 10.7. If, at anytime, XO cancels its order for Physical Collocation, Caged, Shared Cage, or Adjacent Space Collocation, or Virtual Collocation, XO 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 XO with a detailed listing showing the costs incurred.

11. EQUIPMENT.

- 11.1. Equipment Type. XO may only locate equipment necessary for interconnection to Sprint and accessing Sprint's unbundled network elements in accordance with Applicable Rules, including but not limited to 47.U.S.C. 251(C)(3), 47.U.S.C. 251(C)(2), and 47 C.F.R. 51.323(b)-(c).
- 11.2. XO'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.
- 11.3. 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 XO that are more stringent than the safety requirements it imposes on its own equipment. Sprint may not deny collocation of XO's equipment because the equipment fails to meet NEBS reliability standards. If Sprint denies collocation of XO's equipment, citing safety standards, Sprint must provide to XO 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 XO's equipment does not meet NEBS Level 1 safety requirements, XO 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, XO will not activate the equipment during the pendency of the dispute.
- 11.4. XO must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If XO fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days of XO's acceptance of Sprint's price quote, or other time period mutually agreed to by the XO and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. XO 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 XO with a detailed listing of the costs.

12. AUGMENTS AND ADDITIONS.

- 12.1. When XO modifies the Collocation Arrangement or 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 the XO's operation.

XO will notify Sprint of the modifications or additional equipment prior to installation.

- 12.2. Sprint will provide reduced intervals, not to exceed the interval for a new collocation space, to XO with existing physical collocation space that requests augments. In such instances, the XO must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the XO's point of termination.
- 12.3. The reduced provisioning interval will apply only when XO provides a complete Application accompanied by the applicable Application Fee.
- 12.4. XO 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 from BFFO. If special or major construction is required, Sprint will work cooperatively with XO to negotiate mutually agreeable construction intervals for augments.

13. USE OF COMMON AREAS.

- 13.1. XO, 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 XO 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 XO'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 XO's right to access its Collocation Space.
- 13.2. 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 XO, Sprint and any other building occupant. XO shall not waste or permit the waste of water.
- 13.3. Security Service. 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 XO's Collocation Space. Sprint shall not be liable to XO or any other party for

loss of or damage to the Collocation Space or COE unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.

- 13.4. Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which XO has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by XO's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

14. CROSS CONNECTIONS

- 14.1. Adjacent in this Section 14 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in CFR Part 47 51.323(k)(3).
- 14.2. For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services:
 - 14.2.1. Interconnection. Sprint, at its sole discretion, shall permit XO to interconnect its network, via cross-connect facilities ("X-C"), with that of another adjacently collocated telecommunications carrier at the Sprint Premises. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of the XO per the XO's request.
- 14.3. X-C is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises, provided that the collocated equipment is used for interconnection with Sprint and/or for access to the Sprint's unbundled network elements. Sprint shall provide such X-C connections from XO's collocation arrangement to another collocation arrangement of XO within the same Sprint premises, or to a collocation arrangement of another TC in the same Sprint premises. X-C is provided at the same transmission level from XO to another TC.
- 14.4. Sprint will provision cross-connects in compliance with 41C.F.R. 51.323(h).

15. RATES.

- 15.1. The rates for collocation are listed on Attachment B.
- 15.2. If XO is the first XO in the Sprint premises, XO will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 15.3. 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 XO's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each XO collocated within the Premises, based on the total space utilized by each collocated XO. 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 XO was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade.

15.4. Facility Modifications

- 15.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
- 15.4.2. If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 15.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 15.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred of the modification, the subsequent party may pay a lower cost.
- 15.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

16. **SPRINT SERVICES AND OBLIGATIONS.**

- 16.1. 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 XO to Sprint in its Application which XO hereby represents to Sprint is sufficient to allow the COE 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 Telecordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.

- 16.1.1. If XO locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices 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 XO's equipment or facilities shall be paid by XO to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one XO each XO 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.
- 16.2. Electricity. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to XO pursuant to this Section is insufficient to support the activity being carried on by the XO in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide XO with additional electricity and XO shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to XO's Collocation Space. XO shall also pay for additional electricity provided via these circuits.
 - 16.2.1. XO covenants and agrees that Sprint shall not be liable or responsible to XO for any loss, damage or expense which XO may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for XO's requirements.
 - 16.2.2. XO agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the XO's equipment shall not exceed the requested capacity.
 - 16.2.3. Central office power supplied by Sprint into the XO equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated XO equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of XO equipment. The termination location shall be as agreed by the parties.

- 16.2.4. Sprint shall provide power as requested by XO to meet XO 's need for placement of equipment, interconnection, or provision of service.
- 16.2.5. Sprint power equipment supporting XO's equipment shall:
 - 16.2.5.1. 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;
 - 16.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for XO equipment, or, at minimum, at parity with that provided for similar Sprint equipment;
 - 16.2.5.3. Provide, upon XO's request, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) XO traffic;
 - 16.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of XO equipment plus or minus 2 feet to the left or right of XO's final request; and
 - 16.2.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for XO's equipment in accordance with XO 's collocation request.
- 16.2.6. Sprint shall provide cabling that adheres to Telecordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
- 16.2.7. Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 16.2.8. Sprint will provide XO 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 XO equipment located in Sprint facility. Sprint shall provide XO immediate notification by telephone of any emergency power activity that would impact XO's equipment.
- 16.3. Fire Safety System. Subject to the provisions of Section 6.6.3 hereof, Sprint may furnish an existing Halon 1301 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 National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. 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.

- 16.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.
 - 16.3.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and XO 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 XO with notice of its intent to access XO'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 XO, its employees, agents or invitees, in which case XO shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the XO shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of XO's act or omission. XO shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if XO is aware of damage to the fire protection systems it shall promptly notify Sprint.
 - 16.3.3. XO 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.
- 16.4. 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.
- 16.4.1. 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 XO. If Sprint shall fail to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by XO, XO'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.

- 16.4.2. Sprint shall, where practical, provide XO with 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 XO shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at XO's request. XO shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.
- 16.4.3. 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 XO or XO's employees, invitees or agents, shall be paid by XO to Sprint within 10 days after being billed for such repairs and maintenance by Sprint.
- 16.5. Sprint shall provide XO with notice via email 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 XO by email 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.
- 16.6. 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 XO'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.
- 16.6.1. No such interruption of service shall be deemed an eviction or disturbance of XO's use of the Collocation Space or any part thereof, or render Sprint liable to XO for damages, by abatement of XO Fees or otherwise, except as set forth in the Tariff, or relieve XO from performance of its obligations under this Agreement. XO hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.
- 16.7. Access. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, XO shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.

- 16.7.1. Sprint, at XO's expense, may issue non-employee photo identification cards for each XO employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of XO who may require occasional access to the Collocation Space.
 - 16.7.2. Sprint may issue access cards, codes, or keys to XO's listed employees or vendors where such systems are available and their use by XO will not otherwise compromise building security.
 - 16.7.3. 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 XO'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.
 - 16.7.4. 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.
- 16.8. Access Right of Sprint. Sprint shall have access to XO'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 XO'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 XO's Collocation Space has been established, and if conditions permit, Sprint will provide XO with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing XO the option to be present at the time of access. XO 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.
- 16.8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. XO hereby waives any claim for damage, injury,

interference with XO'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.

- 16.8.2. To use any means Sprint 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 XO from the Collocation Space or any portion thereof.

17. XO'S OBLIGATIONS.

- 17.1. Inspection and Janitorial. XO shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. XO 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). XO shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 17.2. Security Arrangements. XO agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:
 - 17.2.1. XO 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.
 - 17.2.2. XO 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. XO will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.
 - 17.2.3. XO's employees, agents, invitees and vendors must display identification cards at all times.
 - 17.2.4. XO will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available 24 hours a day, seven days a week to verify identification.

- 17.2.5. 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 XO than Sprint requires for its own employees or Sprint's contractors.
- 17.2.6. Before leaving the Collocation Space unattended, XO 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 XO's failure to do so shall be the responsibility of XO. XO will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from XO's failure to comply with this section.
- 17.2.7. XO agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to XO, to XO personnel while on Sprint Premises. While such escort shall not be a requirement to XO's entry into the Building, XO must allow the security escort to accompany XO personal at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 17.2.8. XO 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 24 hour emergency use by Sprint. XO shall promptly update this information as changes occur.
- 17.3. Electricity. XO 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 XO facility. XO shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 17.4. Uninterruptible Power Supply (UPS). XO shall not provision and/or install UPS systems within the Sprint premises. The XO is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 17.5. Electro-Chemical Stationary Batteries. XO shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 17.6. Interruption of Services. XO shall provide Sprint with written notice three (3) business days prior to those instances where XO or its subcontractors perform work, which is to be a known service affecting activity. XO 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 XO learns that

such outage has occurred so that Sprint can take any action required to monitor or protect its service.

- 17.7. Telephone. XO may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by XO and at XO's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.
- 17.8. Fire Protection Systems. XO shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that XO may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
 - 17.8.1. 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 XOs in general are located, such changes, modifications, or additions shall be made by Sprint and XO shall reimburse Sprint for the cost thereof in the same proportion as the size of the XO's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 17.9. Hazardous Materials. XO shall identify and shall notify Sprint in writing of any Hazardous Materials XO 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.). XO, 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. XO 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.
 - 17.9.1. XO 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.
 - 17.9.2. If Sprint discovers that XO 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, at Sprint's option and without penalty, terminate the applicable

Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. XO 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. XO 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 terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, XO 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.

17.9.3. XO 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, XO's use, storage or disposal of Hazardous Materials.

17.9.4. 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.

17.10. Various Prohibited Uses. XO 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. XO 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.

- 17.10.1. XO shall not exceed the Uniformly Distributed Live Load Capacity. Sprint shall evaluate and determine live load capacity rating on a site specific basis prior to equipment installation. XO agrees to provide Sprint Real Estate Planning with equipment profile information prior to installation authorization.
- 17.10.2. XO 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.
- 17.10.3. XO shall not use the name of the Building or Sprint for any purpose other than that of the business address of XO, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.
- 17.10.4. XO 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 Agreement without the prior written consent of Sprint.
- 17.10.5. XO 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. XO 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.
- 17.10.6. XO shall not, without the prior written consent of Sprint: install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 17.10.7. XO shall not use the Collocation Space for housing, lodging or sleeping purposes.

- 17.10.8. XO shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 17.10.9. XO 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.
- 17.11. Rules of Conduct. XO, its employees, agents, contractors, and business invitees shall
 - 17.11.1. 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
 - 17.11.2. 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.
- 17.12. Alterations. XO 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 XO.
 - 17.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. XO shall permit Sprint to inspect all construction operations within the Collocation Space.
 - 17.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of XO or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require XO to remove such fixtures and installations, alterations or additions at XO's expense, and to 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.

- 17.12.3. All fixtures and other equipment to be used by XO in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.
- 17.13. Fireproofing Policy. XO 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 XO desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of XO. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Sprint's fireproofing policy, any penetrations by XO, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by XO with Sprint-approved fire barrier sealants, or by Sprint at XO's cost.
- 17.14. Equipment Grounding. COE shall be connected to Sprint's grounding system.
- 17.15. Representations and Warranties. XO hereby represents and warrants that the information provided to Sprint in any Application or other documentation relative to XO's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that XO has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

18. BUILDING RIGHTS.

- 18.1. Sprint may, without notice to XO:
- 18.1.1. Change the name or street address of the Premises;
 - 18.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
 - 18.1.3. 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;
 - 18.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding XO's safes;
 - 18.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
 - 18.1.6. 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 XO's sole risk and responsibility;

- 18.1.7. 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 XO as reasonably possible under the circumstances;
 - 18.1.8. 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;
 - 18.1.9. 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 XO from the use expressly permitted by this Agreement, unless Sprint exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;
 - 18.1.10. 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 XO's right to access.
- 18.2. If the owner of the Building or Sprint sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, 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.
- 18.3. 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 XO agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

19. INSURANCE.

- 19.1. During the term of this Agreement, XO shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to

do business in all jurisdictions where any Property is located, not less than the following insurance:

- 19.1.1. 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;
 - 19.1.2. 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;
 - 19.1.3. 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
 - 19.1.4. 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
 - 19.1.5. "All Risk" property insurance on a full replacement cost basis insuring XO's property situated on or within the Property, naming Sprint as loss payee. XO 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.
- 19.2. Nothing contained in this section shall limit XO's liability to Sprint to the limits of insurance certified or carried.
 - 19.3. All policies required of the XO 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.
 - 19.4. XO 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 30 days prior written notice to Sprint.
 - 19.5. Sprint will carry not less than the insurance coverages and limits required of XO.

20. INDEMNIFICATION.

- 20.1. XO shall indemnify and hold Sprint harmless from any and all claims arising from:

- 20.1.1. XO's use of the Collocation Space;
 - 20.1.2. the conduct of XO's business or from any activity, work or things done, permitted or suffered by XO in or about the Collocation Space or elsewhere;
 - 20.1.3. any and all claims arising from any breach or default in the performance of any obligation on XO's part to be performed under the terms of this Agreement; and
 - 20.1.4. any negligence of the XO, or any of XO's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
- 20.2. If any action or proceeding is brought against Sprint by reason of any such claim, XO, upon notice from Sprint, shall defend same at XO's expense employing counsel satisfactory to Sprint. XO, as a material part of the consideration to Sprint, hereby assumes all risk of damage to property or injury to persons in, upon or about the Collocation Space arising from any cause other than the sole negligence of Sprint, and XO hereby waives all claims in respect thereof against Sprint.
- 20.3. XO shall at all times indemnify, defend, save and hold harmless Sprint clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of XO, or out of any work performed, material furnished, or obligations incurred by XO in, upon or otherwise in connection with the Collocation Space. XO shall give Sprint written notice at least 10 business days prior to the commencement of any such work on the Collocation Space in order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce XO's liability under this section.
- 20.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, XO shall give Sprint written notice thereof as soon as XO obtains such knowledge.
 - 20.3.2. XO shall, at its expense, within 30 days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of XO, from obtaining such discharge and release if XO fails or refuses to do the same within the 30 day period.
 - 20.3.3. If XO has first discharged the lien as provided by law, XO may, at XO's expense, contest any mechanic's lien in any manner permitted by law.

21. LIMITATION OF LIABILITY.

- 21.1. SPRINT SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF XO'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY SPRINT'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.
- 21.2. SPRINT WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT SPRINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

22. PARTIAL DESTRUCTION.

- 22.1. 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. XO's rights to the applicable Collocation Space shall not terminate unless, within 90 days after the occurrence of such casualty, Sprint notifies XO of its election to terminate XO's rights to the applicable Collocation Space. If Sprint does not elect to terminate XO's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.
- 22.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of XO, its agents, employees, contractors, XOs, customers or business invitees, unless Sprint otherwise elects, the XO's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, XO shall reimburse Sprint for the cost of such repairs, or XO shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.
- 22.3. 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 90 days of such casualty, terminate XO's rights to the applicable Collocation Space by giving written notice of its intent to terminate XO's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective 30 days after the date of the notice.

23. EMINENT DOMAIN.

23.1. 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, XO'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, Sprint shall have the right to terminate XO's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to XO for such cancellation, and the XO shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

24. BANKRUPTCY.

24.1. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against XO, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare XO insolvent or unable to pay XO's debts, or XO makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for XO or for the major part of XO's property, Sprint may, if Sprint so elects but not otherwise, and with or without notice of such election or other action by Sprint, forthwith terminate this Agreement.

25. CONFIDENTIALITY AND PUBLICITY.

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

25.2. During the term of this Agreement, and for a period of one (1) year thereafter, as to Confidential and/or Proprietary Information Recipient shall

25.2.1. use it only for the purpose of performing under this Agreement,

25.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and

- 25.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 25.3. Recipient shall have no obligation to safeguard Confidential Information
 - 25.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 25.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 25.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 25.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 25.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 25.5. Each Party agrees that in the event of a breach of this Article 25 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 25.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This section shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 25.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

25.8. Except as otherwise expressly provided in this Article 25, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

26. ASBESTOS.

26.1. XO is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and XO is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). XO 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 XO's employees, agents, or contractor's may reasonably expect to encounter while performing activities in the Premises. XO 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 XO's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide XO reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect XO'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.

27. ASSIGNMENT.

27.1. This Agreement is not assignable in whole by XO without the prior written consent of Sprint, which consent shall not be unreasonably withheld; provided, however, that XO may assign this Agreement to a subsidiary or affiliate of XO if such subsidiary or affiliate (i) agrees in writing to be bound by the terms of this Agreement, and (ii) provides Sprint with any and all evidence of its compliance with the terms hereof as would have been required of XO had this Agreement not been assigned, including, but not limited to, current certificates of insurance as required by Section 19 hereof.

27.2. Any attempt to assign this Agreement without such prior written consent shall be void and of no effect and will be a material breach of this Agreement. Sprint's consent to any assignment of this Agreement shall not be deemed a waiver of the need to obtain such consent as to any future assignment or of Sprint's right to withhold consent to such assignment. If XO requests that Sprint consent to the assignment of this Agreement, XO shall pay all costs and expenses, including, but not limited to, reasonable attorneys' fees, of Sprint in evaluating, processing,

documenting, administering and approving such assignment, whether or not the requested assignment is eventually approved.

27.3. In no event shall this Agreement or any rights or privileges hereunder be an asset of XO under any bankruptcy, insolvency or reorganization proceedings.

27.4. Sprint may assign this Agreement and thereafter shall not be liable hereunder.

27.5. Subject to the terms of this Agreement, Sprint and XO agree this Agreement shall bind and inure to the benefit of the respective successors and assigns of both Sprint and XO.

28. ENTIRE AGREEMENT.

28.1. This Agreement, and any Exhibits which are made a part of this Agreement, subject only to the terms of any applicable tariff on file with the state Commission or the FCC, contains the entire agreement between the parties.

29. NO PARTNERSHIP.

29.1. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturers or of any other association between Sprint and XO.

30. DISPUTE RESOLUTION.

30.1. The Parties recognize and agree that the Commission has 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 the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

30.2. 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.

30.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than

the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

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

31. MISCELLANEOUS.

- 31.1. Force Majeure. Wherever there is provided in this Agreement a time limitation for performance of any construction, repair, maintenance or service, the time provided for shall be extended for as long as, and to the extent that, delay in compliance with such limitation is due to an act of God, strikes, governmental control or other factors beyond the reasonable control of Sprint or XO.
- 31.2. Unenforceable Provisions. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court or regulatory agency to be invalid, void, or unenforceable, the remainder of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 31.3. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 31.4. Contingency. This Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.
- 31.5. Notice. Any notice to be given by either party to the other pursuant to the provisions of this Agreement or of any law, present or future, shall be given in

writing by personal service, by certified or registered mail with postage prepaid and return receipt requested, or by recognized courier service to the other party for whom it is intended.

31.6. Any notice or demand to Sprint shall be addressed to:

Director-Local Markets
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251
913-315-7839- Voice
913-315-0628- Fax

Any notice or demand to XO shall be addressed to:

Regulatory Manager
XO Nevada, L.L.C.
2240 Corporate Circle
Henderson, NV 89014
Tel. 702.990.1534
Fax 702.990.8989

With a copy to:

Karen Potkul
Vice President, Regulatory & External Affairs
XO Communications, Inc.
1924 E. Deere Avenue
Santa Ana, CA 92705
Tel. 949.417.7766
Fax 949.417.7377
karen.potkul@xo.com

31.6.1. Any party to this Agreement may change its address for the purpose of receiving notices or demands by a written notice to the other party, given in the manner described in this Section. Such notice of change of address shall not become effective, however, until the actual receipt by the other party.

31.7. Headings. The headings of this Agreement are for convenience only and shall not be used to construct or modify the terms of this Agreement.

31.8. Execution in Counterparts. This Agreement may be executed in copies, each of which shall constitute an original, but any of which taken together shall constitute one in the same document. In the event of a conflict between the provisions of

any original Agreement with the provisions of any other original Agreement, the provisions of Sprint's original Agreement will govern and control.

- 31.9. Brokers. XO warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Sprint from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 31.10. Waiver of Default. Sprint and XO agree that the waiver by either party of a breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same any other term, covenant or condition.
- 31.11. Changes to Agreement. This Agreement and all of its terms, provisions, covenants and conditions cannot be changed or terminated orally. This Agreement may only be modified or amended by an instrument in writing executed by Sprint and XO.
- 31.12. Agreement Effective. Submission of this instrument for examination or signature by Sprint does not constitute a reservation of or option for license, and it is not effective, as a license or otherwise, until execution and delivery by both Sprint and XO.
- 31.13. Representations. Neither Sprint nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by XO by implication or otherwise unless expressly set forth herein.
- 31.14. Work Stoppages. In the event of work stoppages, Sprint may establish separate entrances for use by personnel of XO. XO shall comply with any emergency operating procedures established by Sprint to deal with work stoppages.
- 31.15. Governing Law. The laws of the State of Kansas shall govern the validity, construction, performance and effect of this Agreement.
- 31.16. Authorized Representatives. The individuals executing this Agreement on behalf of XO represent and warrant to Sprint they are fully authorized and legally capable of executing this Agreement on behalf of XO.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Sprint – Florida, Incorporated

XO Florida, Inc.

By: _____

By: _____

William E. Cheek
(Printed Name)

(Printed Name)

President – Wholesale Markets
(Title)

(Title)

**Attachment A - Sample SITE COLLOCATION LICENSE
TO MASTER COLLOCATION AGREEMENT**

Sprint and [enter XO name] are Parties to a Master Collocation Agreement dated [enter agreement date]. Capitalized terms used in this Site Collocation License Agreement have the same meaning as such terms in the Master Collocation Agreement unless otherwise indicated.

Part I Terms

1. Site name (central office name):
2. Site code (CLLI code):
3. Site address:
4. Site Legal Description:
5. The Site is owned by Sprint.
 The Site is leased by Sprint. A copy of the lease is attached to this Site Collocation License.
6. Type of Physical Collocation
 Caged Collocation
 Cageless Collocation
 Virtual Collocation
7. Description of XO's Equipment:
8. Effective Date of Lease:
9. Term: 2 years from effective date
10. Early Termination: If XO desires to terminate this site lease before the end of the term shown above the XO shall submit a collocation augment Application and applicable augment Application fee reflecting a decommissioning of the collocation space. The XO shall surrender the collocation space to Sprint in the same condition as when first occupied by XO, except for ordinary wear and tear.
11. Sprint contact for emergencies:
12. XO contact for emergencies:
13. Special Provisions:
14. Notices:

Sprint:	Director-Local Carrier Markets 6480 Sprint Parkway Mailstop: KSOPHM0316 Overland Park, KS 66251	XO:
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With a Copy to:	Regional Director Carrier Markets [insert street address] [insert Mailstop] [insert city, state, zip code]	With a Copy to:
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ATTACHMENT B

Rate Element Description		
Physical Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation – Physical Application Fee	\$ 3,548.35	N/A
Augment Fee	\$ 1,016.12	N/A
Space Report (per wire center)	\$ 845.49	N/A
Security Cage		
Security Cage Construction (per 100 Square Foot Enclosure)	\$ 9,473.59	N/A
Security Cage Construction (per 200 Square Foot Enclosure)	\$ 13,263.53	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	\$ 6.19
Roof Space (per Square Foot)	N/A	\$ 6.19
Transmitter/Receiver Space (per Square Foot)	N/A	\$ 6.19
DC Power		
Power Costs (per Fuse Ampere)	N/A	\$ 11.41
Power Costs (per Power Lead, per Foot)	\$ 25.66	N/A
Cabling		
Internal Cable (per Linear Foot)	N/A	\$ 0.14
Internal Conduit (per Linear Foot)	N/A	\$ 0.48
Conduit Space (per Linear Foot)	N/A	\$ 0.37
Conduit Space - Vault (per Foot of 9 Conduit Vault)	N/A	\$ 1.16
Riser Space (per Foot)	N/A	\$ 4.45
Diverse Riser Space (per Foot)	N/A	\$ 4.45
Cross Connect Facilities		
Switchboard Cable (per 100 Pair with connecting block)	N/A	\$ 36.59
DS0 Cross Connect (per single DS0 connection)	N/A	\$ 0.94
DS1 Cross Connect (per single DS1 connection)	N/A	\$ 2.93
DS3 Cross Connect (per single DS3 connection)	N/A	\$ 25.85
Optical Cross-Connect (per 4-Fiber Cable)	N/A	ICB
Labor Charges		
Installation, Maintenance and/or Cable Pull & Splice - Basic First Half-hour	\$ 40.00	N/A
Installation, Maintenance and/or Cable Pull & Splice - Basic Additional Half-hour	\$ 35.00	N/A
Installation, Maintenance and/or Cable Pull & Splice - Overtime First Half-hour	\$ 45.00	N/A
Installation, Maintenance and/or Cable Pull & Splice - Overtime Additional Half-hour	\$ 40.00	N/A
Installation, Maintenance and/or Cable Pull & Splice - Premium First Half-hour	\$ 50.00	N/A
Installation, Maintenance and/or Cable Pull & Splice – Premium Additional Half-hour	\$ 45.00	N/A

Attachment B: Rates for the State of Florida (continued)

Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation – Virtual Application Fee	\$ 2,520.00	N/A
Augment Fee	\$ 1,016.12	N/A
Space Report (per wire center)	\$ 845.49	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	ICB
Rack Space (per Square Foot)	N/A	ICB
DC Power		
Power Costs (per Fuse Ampere)	N/A	ICB
Power Costs (per Power Lead, per Foot)	ICB	N/A
Cabling		
Internal Cable (per Linear Foot)	N/A	\$ 0.19
Internal Conduit (per Linear Foot)	N/A	\$ 0.53
Cross Connect Facilities		
Switchboard Cable (per 100 Pair with connecting block)	N/A	\$ 36.59
DS0 Cross Connect (per single DS0 connection)	N/A	\$ 1.30
DS1 Cross Connect (per single DS1 connection)	N/A	\$ 4.45
DS3 Cross Connect (per single DS3 connection)	N/A	\$ 53.55
Optical Cross-Connect (per 4-Fiber Cable)	N/A	ICB
Labor Charges (Physical or Virtual)		
Installation and/or Maintenance - Basic First Half-hour	\$ 40.00	N/A
Installation and/or Maintenance - Basic Additional Half-hour	\$ 35.00	N/A
Installation and/or Maintenance - Overtime First Half-hour	\$ 45.00	N/A
Installation and/or Maintenance - Overtime Additional Half-hour	\$ 40.00	N/A
Installation and/or Maintenance - Premium First Half-hour	\$ 50.00	N/A
Installation and/or Maintenance - Premium Additional Half-hour	\$ 45.00	N/A
Adjacent Onsite Collocation		
All elements	ICB	ICB
Remote Terminal Collocation		
All elements	ICB	ICB