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COMMISSION
CLERK

February 9, 2006

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

RE: Notice of Adoption of KMC telecom V and Sprint-Florida, Incorporated
Interconnection, Unbundling, Collocation and Resale Agreement with Amendments by
Pac-West Telecomm, Inc.

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Pac-West Telecomm, Inc. of the Interconnection, Unbundling, Collocation and Resale Agreement with Amendments for the State of Florida entered into by KMC Telecom V and Sprint-Florida, Incorporated dated April 1, 2005.

Pac-West Telecomm, Inc. is adopting the agreement with amendments as provided by Section 252(i) of the Telecom Act of 1996.

Pac-West and Sprint filed notice of adoption in Docket 060039; however, the referenced agreement was not provided as an attachment as indicated in the cover letter. Enclosed are the original signed and two (2) copies of the agreement with amendments between Sprint-Florida, Incorporated and Pac-West Telecomm, Inc. for your records.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me at 850-599-1276.

Sincerely,

Nancy Schnitzer

cc: Mart McCann
Director, Interconnection
Pac-West Telecomm, Inc.
Suite 250
1776 West March Lane
Stockton, CA 95207

Enclosure

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EPSC-BUREAU OF RECORDS

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FPSC-COMMISSION CLERK

MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

FOR THE STATE OF FLORIDA

Pac-West Telecomm, Inc.

and

Sprint – Florida, Incorporated

This Interconnection, Collocation and Resale Agreement ("Agreement"), entered into this 1st day of February 2006, is entered into by between Pac-West Telecomm, Inc. ("CLEC"), a Florida CLEC, and Sprint – Florida, Incorporated ("Sprint"), a Florida corporation ("Sprint"), herein collectively, "the Parties," to establish the rates, terms and conditions for local interconnection, collocation, local resale, and purchase of unbundled Network Elements (individually referred to as the "service" or collectively as the "services").

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

- 1.1 The Parties agree that the Agreement between the Parties shall consist of the Master Interconnection, Collocation and Resale Agreement for the State of Florida entered into by and between Sprint and KMC Telecom V, Inc., dated April 1, 2005 ("Adopted Agreement"), amended as noted herein.
- 1.2 The Parties wish to amend the Adopted Agreement to reflect changes in applicable law not incorporated into the Adopted Agreement. It is the Parties' intent that relevant amendments in this Agreement are consistent with current state and federal rulings, including, but not limited to, the FCC's order entitled *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Dockets No. 04-313 and 01-338 (FCC 04-290) ("Triennial Review Remand Order"), and the Florida Public Service Commission's Order No. PSC-04-0895-FOF-TP, regarding collocation service.

2. TERM

- 2.1 This Agreement shall be in force and become effective February 1, 2006, or the date of Commission approval, if required.

2.2 This Agreement shall have a termination date of March 31, 2007, which corresponds with the termination date of the Adopted Agreement.

3. **PARTIES**

3.1 Pac-West Telecomm, Inc. is hereby substituted in the Adopted Agreement for KMC Telecom V, Inc. Sprint shall remain as the other Party to the Agreement.

4. **AMENDMENTS:**

PART A – DEFINITIONS

The Agreement is hereby amended to MODIFY or ADD the following definitions:

“Business Line” is a Sprint-owned switched access line used to serve a business customer, whether by Sprint or by a competitive LEC that leases the line from Sprint. The number of business lines in a Wire Center shall equal the sum of all Sprint business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Sprint end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 “business lines.” “Business Day(s)” means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.

“Commission” means the Florida Public Service Commission.

“Dedicated Transport” includes Sprint transmission facilities between Wire Centers or switches owned by Sprint, or between Wire Centers or switches owned by Sprint and switches owned by CLEC, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

“Enhanced Extended Link” (“EEL”) for purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network.

“Expiration Date” is the date this Agreement terminates as referenced in §3.1 of Part B.

“Fiber-based Collocator” means any carrier, unaffiliated with Sprint, that maintains a collocation arrangement in Sprint’s wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves

Sprint's Wire Center premises; and (3) is owned by a party other than Sprint or any affiliate of Sprint, except as set forth in this definition. Dark fiber obtained from Sprint on an indefeasible right of use basis shall be treated as non-Sprint fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire Center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in the Act.

"Fiber-to-the-curb Loop" ("FTTC Loop") means a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.

"Fiber-to-the-home Loop" ("FTTH Loop") means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user's customer premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry ("MPOE").

"Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the demarcation point (e.g. Network Interface Device) at a customer's premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, DS1 loops, DS3 loops, FTTC Loops and FTTH Loops.

"Tier 1" Wire Centers are those Sprint Wire Centers that contain at least four fiber-based collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Sprint tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

"Tier 2" Wire Centers are those Sprint Wire Centers that are not Tier 1 Wire Centers but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

"Tier 3" Wire Centers are those Sprint Wire Centers that are not Tier 1 or Tier 2 Wire Centers.

"Wire Center" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of

Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.

The Agreement is hereby amended to DELETE the following definitions:

The definition of “Dark Fiber Loop” is hereby deleted.

The definition of “High Frequency Spectrum Unbundled Network Element” (“HFS UNE”) is hereby deleted.

The definition of “Non-qualifying Service” is hereby deleted.

The definition of “Qualifying Service” is hereby deleted.

PART B - GENERAL TERMS AND CONDITIONS

Part B – General Terms and Conditions is amended as follows:

18. NOTICES

18.1 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, CLEC Management
& Service Reporting
Sprint
9300 Metcalf
KSOPKB0402-4670
Overland Park, KS 66212

If to
CLEC: Mart McCann
Director, Interconnection
Pac-West Telecomm, Inc.
Suite 250
1776 West March Lane
Stockton, CA 95207

With a
Copy to: Senior Attorney
Sprint
1313 Blairstone Rd.
Tallahassee, FL 32301-3021

PART C - GENERAL PRINCIPLES

Part C – General Principles is amended to MODIFY or ADD the following:

4.3. 251(b)(5) Traffic Rate.

4.3.1 Pursuant to Sprint’s election to implement the FCC ISP Order, the Parties agree to exchange all 251(b)(5) traffic (Local Traffic) at the rates set forth in Table One.

4.4.2. CLEC reserves its rights with respect to the statutory classification of ISP-bound traffic. Nothing in this Agreement shall be construed as an agreement or admission by CLEC that ISP-bound traffic is excluded from 251(b)(5) traffic.

Table One is of the Amended Agreement is hereby deleted and replaced with the following Table One:

TABLE ONE

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: FLORIDA		
MRC	NRC	DESCRIPTION	MRC	NRC
		RESALE DISCOUNTS		
		Other than Operator / DA	19.40%	
		Op Assist / DA	12.10%	
		USAGE FILE CHARGES	MRC	NRC
UF01		Message Provisioning, per message	\$0.00307	
UF02		Data Transmission, per message	\$0.00000	
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		OTHER CHARGES	MRC	NRC
	UP026	Temporary Suspension of Service for UNE-P / Resale - SUSPEND		\$0.00
	UP027	Temporary Suspension of Service for UNE-P / Resale - RESTORE		\$21.00
	UP028	PIC Change Charge, per change		\$5.00
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	MRC	NRC
	OC015	Tag and Label on a new install loop or resale		\$4.72
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$9.44
	OC014	Tag and Label on an addtl loop or resale on the same order at the same location		\$3.78
		TRIP CHARGE	MRC	NRC
	OC003	Trip Charge		\$18.88
		RATE ELEMENT	MRC	NRC
		SERVICE ORDER / INSTALLATION / REPAIR		
	SO001	Manual Service Order		\$28.10
	SO002	Manual Service Order - Listing Only		\$14.81

	SO003	Manual Service Order - Change Only		\$13.76
	SO004	Electronic Service Order		\$3.82
	SO005	Electronic Service Order - Listing Only		\$0.42
	SO006	Electronic Service Order - Change Only		\$1.66
	OC008	2-Wire Loop Cooperative Testing		\$46.71
	OC009	4-Wire Loop Cooperative Testing		\$66.99
	OC010	Trouble Isolation Charge		\$48.47
	OC016	Change Telephone Number, per change		\$14.66
	OC017	LNP Coordinated Conversion - Lines 1-10		\$47.33
	OC018	LNP Coordinated Conversion - each additional line		\$4.24
	OC023	LNP Conversion - 10-Digit Trigger		\$0.00
		UNE to Special Access Conversion		
	OC021	DS1, per line		TBD
	OC022	DS3, per line		TBD
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		STAND ALONE NID	MRC	NRC
OC019	OC005	2-Wire	\$0.82	\$8.50
OC020	OC006	4-Wire	\$1.64	\$16.99
		Other NID Sizes	ICB	ICB
		PRE-ORDER LOOP QUALIFICATION	MRC	NRC
	PQ001	Loop Make-Up Information		\$5.90
		LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC
		2-Wire Analog		
AA013		Band 1	\$11.64	
AA014		Band 2	\$18.45	
AA015		Band 3	\$25.51	
AA016		Band 4	\$46.22	
	AA002	First Line		\$111.24
	AA003	Second Line and Each Additional Line (same time)		\$52.73
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$65.81
	AA005	Disconnect		\$31.75
		4-Wire Analog		
AA017		Band 1	\$22.50	
AA018		Band 2	\$35.64	
AA019		Band 3	\$49.24	
AA020		Band 4	\$89.18	
	AA008	First Line		\$144.33
	AA009	Second Line and Each Additional Line (same time)		\$85.82
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$81.70
	AA011	Disconnect		\$36.47
		2-Wire xDSL - Capable Loop		
AA013		Band 1	\$11.64	
AA014		Band 2	\$18.45	
AA015		Band 3	\$25.51	

AA016		Band 4	\$46.22	
	DX009	First Line		\$106.81
	DX002	Second Line and Each Additional Line (same time)		\$48.30
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$63.55
	DD004	Disconnect		\$31.75
		4-Wire xDSL - Capable Loop		
DX010		Band 1	\$22.43	
DX011		Band 2	\$35.53	
DX012		Band 3	\$49.08	
DX013		Band 4	\$88.89	
	DX014	First Line		\$138.23
	DX015	Second Line and Each Additional Line (same time)		\$79.72
	DX016	Re-install (Cut Thru and Dedicated/Vacant)		\$78.59
	DX017	Disconnect		\$36.47
		2-Wire Digital Loop		
AA013		Band 1	\$11.64	
AA014		Band 2	\$18.45	
AA015		Band 3	\$25.51	
AA016		Band 4	\$46.22	
	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		2-Wire ISDN-BRI Digital Loop		
DD013		Band 1	\$19.92	
DD014		Band 2	\$31.95	
DD015		Band 3	\$44.41	
DD016		Band 4	\$80.98	
	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		4-Wire Digital Loop (no electronics)		
DD017		Band 1	\$22.50	
DD018		Band 2	\$35.64	
DD019		Band 3	\$49.24	
DD020		Band 4	\$89.18	
	DD006	First Line		\$240.90
	DD007	Second Line and Each Additional Line (same time)		\$179.85
	DD008	Disconnect		\$36.47
		Digital 56k/64k Loop		
DD021		Band 1	\$19.82	
DD022		Band 2	\$31.79	
DD023		Band 3	\$44.18	
DD024		Band 4	\$80.57	
	DD002	First Line		\$169.14
	DD003	Second Line and Each Additional Line (same time)		\$108.10
	DD004	Disconnect		\$31.75
		LOOP CONDITIONING	MRC	NRC

	LC001	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
	LC002	Conditioning Engineering Charge - per loop		\$39.11
	LC003	Conditioning Trip Charge - per loop		\$16.41
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
	LC004	Unload cable pair, per Underground location		\$445.21
	LC005	Unload Add'l cable pair, UG same time, same location and cable		\$3.43
	LC006	Unload cable pair, per Aerial or Buried Location		\$7.80
	LC007	Unload Add'l cable pair, AE or BU, same time, location and cable		\$1.80
		Bridge Tap or Repeater Removal - Any Loop Length		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$442.28
	LC013	Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$0.50
	LC014	Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$6.43
	LC015	Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$0.44
		SUB LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Voice Grade and Digital Data Distribution		
	SB002	Band 1	\$4.97	
	SB003	Band 2	\$7.58	
	SB004	Band 3	\$10.28	
	SB005	Band 4	\$18.22	
	SB010	First Line		\$119.15
	SB011	Second Line and Each Additional Line (same time)		\$40.65
	SB012	Disconnect		\$51.98
		4 Wire Voice Grade and Digital Data Distribution		
	SB006	Band 1	\$9.58	
	SB007	Band 2	\$14.59	
	SB008	Band 3	\$19.77	
	SB009	Band 4	\$34.98	
	SB013	First Line		\$164.56
	SB014	Second Line and Each Additional Line (same time)		\$65.20
	SB015	Disconnect		\$63.31
		RECIPROCAL COMPENSATION	MRC	NRC
		Traffic Termination	\$0.0007	N/A
		ISP-bound Traffic Termination	\$0.0007	N/A
		TRANSIT SERVICE	MRC	NRC
	RC002	Transit Service Charge, per minute of use	\$0.002867	N/A
		COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7	MRC	NRC
	TT027	TT016 STP Port	\$252.47	\$281.69
	TT028	STP Switching	\$0.33	N/A

	TT017	STP Transport Link 56.0 Kbps SS7 Link per month	Refer to Tariff	\$184.79
	TT010	SS7 Originating Point Code (OPC)		\$29.94
	TT011	SS7 GlobalTitle Address Translation (GTT)		\$14.97
		DATABASE, available via contract or tariff	MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	\$0.03660	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	\$0.01600	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	
		OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)	MRC	NRC
	DA002	DA Database Listing & Update per listing or update	Refer to Tariff	
	DA003	DA Data Base Query Service per query	Refer to Tariff	
	DA004	Local Directory Services - white page listings	Refer to Tariff	
DA005		Toll and Local Assistance Service (Live)	\$0.414	
DA006		Directory Assistance Operator Service (Live)	\$0.353	
		Customized Routing		
	LS008	Switch Analysis		ICB
	LS009	Host Switch Translations		ICB
	LS010	Remote Switch Translations		ICB
		911 and E911 Transport	MRC	NRC
DB011	DB007	911 and E911 Transport	See FCC #3 Tariff	See FCC #3 Tariff
		STREET INDEX GUIDE	MRC	NRC
DB008		SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00
		ROUTINE MODIFICATION OF FACILITIES	MRC	NRC
		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,151.93
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
		Where Special Construction Applies, Non Recurring Charge		\$2,389.90

		Smart Jack	Included in Loop MRC	Included in Loop NRC
		Line Card Installation	Included in Loop MRC	Included in Loop NRC

Loop Banding		
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Exchange Name	CLLI	Band
Maitland	MTLDFLXADS1	1
Shalimar	SHLMFLXADS0	1
Tallahassee-Calhoun	TLHSFLXADS0	1
Tallahassee-FSU	TLHSFLXERS0	1
Altamonte Springs	ALSPFLXADS0	2
Boca Grande	BCGRFLXARS1	2
Bonita Springs	BNSPFLXADS1	2
Buenaventura Lakes	KSSMFLXDRS0	2
Cape Coral	CPCRFLXADS0	2
Casselberry	CSLBFLXADS1	2
Cypress Lake-Regional Airport	CYLKFLXBRS0	2
Destin	DESTFLXADS0	2
Fort Myers	FTMYFLXCDS2	2
Fort Myers	FTMYFLXADS0	2
Fort Myers Beach	FTMBFLXARS0	2
Fort Walton Beach-Denton	FTWBFLXBDS0	2
Fort Walton Beach-Hollywood	FTWBFLXADS0	2
Fort Walton Beach-Mary Esther	FTWBFLXCRS0	2
Goldenrod	GLRDFLXADS0	2
Highlands	OCALFLXCRS0	2
Lady Lake	LDLKFLXARS0	2
Lake Brantley	LKBRFLXADS1	2
Naples	NPLSFLXDDS0	2
North Naples	NNPLFLXADS1	2
Orange City	ORCYFLXADS0	2
Tallahassee-Blairstone	TLHSFLXDDS0	2
Tallahassee-Willis	TLHSFLXBDS0	2
Valparaiso	VLPRFLXADS0	2
Valparaiso-Seminole	VLPRFLXBRS0	2
Windermere	WNDRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPKFLXADS1	2
Apopka	APPKFLXADS1	3
Belleview	BLVWFLXADS0	3
Beverly Hills	BVHLFLXADS0	3
Chassahowitzka-Homosassa Spr	CHSWFLXARS0	3
Clermont	CLMTFLXADS0	3
Crestview	CRVWFLXADS0	3
Cypress Lake	CYLKFLXADS0	3
Fort Myers (East)	FTMYFLXBRS0	3
Golden Gate	GLGCFLXADS0	3
Kissimmee	KSSMFLXADS0	3
Kissimmee	KSSMFLXCRS1	3
Kissimmee (West / Reedy Creek)	KSSMFLXBDS1	3
Leesburg	LSBGFLXADS0	3
Marco Island	MOISFLXADS1	3
Mount Dora	MTDRFLXARS0	3
Naples (Southeast)	NPLSFLXCDS0	3
North Cape Coral	CPCRFLXBDS1	3

North Fort Myers	NFMYFLXADS0	3
North Fort Myers	NFMYFLXBRS0	3
Ocala	OCALFLXADS0	3
Ocala	OCALFLXBDS0	3
Orange City	ORCYFLXCRS0	3
Port Charlotte	PTCTFLXADS0	3
Sanibel-Captiva Islands	SNISFLXADS0	3
Silver Springs Shores	SVSSFLXARS0	3
Tallahassee-Mabry	TLHSFLXCDS0	3
Tallahassee-Perkins	TLHSFLXHDS0	3
Tallahassee-Thomasville	TLHSFLXFDS0	3
Tavares	TVRSFLXADS0	3
Alford	ALFRFLXARS0	4
Alva	ALVAFLXARS1	4
Arcadia	ARCDFLXADS0	4
Astor	ASTRFLXARS0	4
Avon Park	AVPKFLXADS0	4
Baker	BAKRFLXADS0	4
Bonifay	BNFYFLXARS0	4
Bowling Green	BWLGFLXARS0	4
Bushnell	BSHNFLXADS0	4
Cape Haze	CPHZFLXADS0	4
Cherry Lake	CHLKFLXARS0	4
Clewiston	CLTNFLXARS0	4
Cottondale	CTDLFLXARS0	4
Crawfordville	CFVLFLXADS0	4
Crystal River	CRRVFLXADS0	4
Dade City	DDCYFLXADS1	4
DeFuniak Springs	DFSPFLXADS0	4
Eustis	ESTSFLXARS0	4
Everglades	EVRGFLXARS1	4
Forest	OCNFFLXARS0	4
Fort Meade	FTMDFLXARS0	4
Freeport	FRPTFLXARS0	4
Glendale	GLDLFLXARS0	4
Grand Ridge	GDRGFLXADS0	4
Greenville	GNVLFLXARS0	4
Greenwood	GNWDFLXARS0	4
Groveland	GVLDFLXARS0	4
Homosassa Springs	HMSPFLEXARS0	4
Howey-in-the-Hills	HOWYFLXARS0	4
Immokalee	IMKLFLXARS0	4
Inverness	INVRFLXADS1	4
Kenansville	KNVLFLXARS0	4
Kingsley Lake	KGLKFLXARS0	4
LaBelle	LBLLFLXADS0	4
Lake Helen - Orange City	LKHLFLXARS0	4
Lake Placid	LKPCFLXARS0	4
Lawtey	LWTYFLXARS0	4
Lee	LEE FLXARS0	4
Lehigh Acres	LHACFLXADS0	4
Madison	MDSNFLXADS0	4
Malone	MALNFLXARS0	4
Marianna	MRNNFLXADS0	4
Monticello	MNTIFLXADS0	4
Montverde	MTVRFLXARS0	4

Moore Haven	MRHNFLXARS0	4
Ocklawaha	OKLWFLXADS0	4
Okeechobee	OKCBFLXADS1	4
Panacea	PANCFLXARS0	4
Pine Island	PNISFLXADS0	4
Ponce de Leon	PNLNFLXARS0	4
Punta Gorda	PNGRFLXADS1	4
Reynolds Hill	RYHLFLXARS0	4
Salt Springs	SSPRFLXARS0	4
San Antonio	SNANFLXARS0	4
Santa Rosa Beach	SNRSFLXARS0	4
Seagrove Beach	SGBHFLXARS0	4
Sebring	SBNGFLXADS1	4
Silver Springs - Ocala	SVSPFLXARS0	4
Sneads	SNDSFLXARS0	4
Sopchoppy	SPCPFLXARS0	4
Spring Lake	SLHLFLXARS0	4
St. Cloud	STCDFLXARS0	4
St. Marks	STMKFLXARS0	4
Starke	STRKFLXADS0	4
Tallahassee-Woodville	TLHSFLXGRS0	4
Trilacoochee	TLCHFLXARS0	4
Umatilla	UMTLFLXARS0	4
Wauchula	WCHLFLXADS0	4
Westwood	WSTVFLXARS0	4
Wildwood	WLWDFLXARS0	4
Williston	WLSTFLXARS0	4
Zolfo Springs	ZLSPFLXARS0	4

**Sprint - Florida,
Inc.
Point to Point Transport Routes**

Route (Exchange to Exchange)		Route (CLLI to CLLI)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
Originating	Terminating	Originating	Terminating			
** Routes meet the FCC TRRO non-impaired threshold criteria for DS1 and DS3.						
*** Routes meet the FCC TRRO non-impaired threshold criteria for DS3 only.						
Alford	Cottondale	ALFRFLXARS0	CTDLFLXARS0		\$124.64	\$1,736.74
Alford	Grand Ridge	ALFRFLXARS0	GDRGFLXADS0		\$185.79	\$2,572.55
Alford	Greenwood	ALFRFLXARS0	GNWDFLXARS0		\$181.65	\$2,456.54
Alford	Malone	ALFRFLXARS0	MALNFLXARS0		\$181.64	\$2,456.54
Alford	Marianna	ALFRFLXARS0	MRNNFLXADS0		\$124.64	\$1,736.74
Alford	Sneads	ALFRFLXARS0	SNDSFLXARS0		\$185.79	\$2,572.55
Altamonte Springs	Apopka	ALSPFLXADS0	APPKFLXADS1		\$70.89	\$1,108.53
Altamonte Springs	Casselberry	ALSPFLXADS0	CSLBFLXADS1		\$63.04	\$888.72
Altamonte Springs	Goldenrod	ALSPFLXADS0	GLRDFLXADS0	***	\$63.04	\$1,022.03
Altamonte Springs	Kissimmee	ALSPFLXADS0	KSSMFLXADS0		\$134.05	ICB
Altamonte Springs	Lake Brantley	ALSPFLXADS0	LKBRFLXADS1	***	\$70.89	\$1,274.81
Altamonte Springs	Maitland	ALSPFLXADS0	MTLDLFLXADS1	**	\$81.52	\$1,274.81
Altamonte Springs	Montverde	ALSPFLXADS0	MNTIFLXADS0		\$418.22	\$7,327.52
Altamonte Springs	Reedy Creek	ALSPFLXADS0	KSSMFLXCDS1		\$259.86	\$4,646.43
Altamonte Springs	Windermere	ALSPFLXADS0	WNDRFLXARS0		\$197.54	\$3,778.06
Altamonte Springs	Winter Garden	ALSPFLXADS0	WNGRFLXADS0		\$192.09	\$3,625.42

Altamonte Springs	Winter Park	ALSPFLXADS0	WNPFLXADS1	**	\$81.52	\$1,274.81
Alva	Bonita Springs	ALVAFLEXARS0	BNSPFLXADS1		\$243.11	\$5,054.15
Alva	Cape Coral	ALVAFLEXARS0	CPCRFLXADS0		\$243.11	\$5,054.15
Alva	East Fort Myers	ALVAFLEXARS0	FTMYFLXBDS0		\$243.11	\$5,054.15
Alva	Fort Myers	ALVAFLEXARS0	FTMYFLXADS0		\$243.11	\$5,054.15
Alva	Fort Myers Beach	ALVAFLEXARS0	FTMBFLXADS0		\$278.22	\$6,037.16
Alva	Lehigh Acres	ALVAFLEXARS0	LHACFLXADS0		\$243.11	\$5,054.15
Alva	North Cape Coral	ALVAFLEXARS0	CPCRFLXBDS1		\$243.11	\$5,054.15
Alva	North Fort Myers	ALVAFLEXARS0	NFMYFLXADS0		\$278.22	\$6,037.16
Alva	Pine Island	ALVAFLEXARS0	PNISFLXADS0		\$278.22	\$6,037.16
Alva	Regional Airport	ALVAFLEXARS0	CYLKFLXBRS0		\$315.68	\$6,209.48
Alva	Sanibel-Captiva Islands	ALVAFLEXARS0	SNISFLXADS0		\$278.22	\$6,037.16
Alva	South Fort Myers	ALVAFLEXARS0	FTMYFLXCDS2		\$278.22	\$6,037.16
Apopka	Casselberry	APPKFLXADS1	CSLBFLXADS1		\$133.94	\$1,997.25
Apopka	Goldenrod	APPKFLXADS1	GLRDFLXADS0		\$133.94	\$1,997.25
Apopka	Kissimmee	APPKFLXADS1	KSSMFLXADS0		\$83.34	ICB
Apopka	Lake Brantley	APPKFLXADS1	LKBRFLXADS1		\$70.89	\$1,108.53
Apopka	Maitland	APPKFLXADS1	MTLDFLXADS1		\$70.89	\$1,108.53
Apopka	Montverde	APPKFLXADS1	MNTIFLXADS0		\$162.29	\$2,790.98
Apopka	Mt. Dora	APPKFLXADS1	MTDRFLXARS0		\$104.40	\$2,046.76
Apopka	Reedy Creek	APPKFLXADS1	KSSMFLXCDS1		\$188.96	\$3,537.91
Apopka	Windermere	APPKFLXADS1	WNDRFLXARS0		\$126.64	\$2,669.54
Apopka	Winter Garden	APPKFLXADS1	WNGRFLXADS0		\$121.19	\$2,516.90
Apopka	Winter Park	APPKFLXADS1	WNPFLXADS1		\$70.89	\$1,108.53
Arcadia	Port Charlotte	ARCDFLXADS0	PTCTFLXADS0		\$241.19	\$5,877.04
Arcadia	Wauchula	ARCDFLXADS0	WCHLFLXADS0		\$241.19	\$5,877.04
Arcadia	Zolfo Springs	ARCDFLXADS0	ZLSPFLXARS0		\$241.19	\$5,877.04
Astor	Clermont	ASTRFLXARS0	CLMTFLXADS0		\$168.54	\$2,966.01
Astor	Eustis	ASTRFLXARS0	ESTSFLXARS0		\$168.54	\$2,966.01
Astor	Groveland	ASTRFLXARS0	GVLDFLXARS0		\$365.97	\$7,617.85
Astor	Howey-in-the-Hills	ASTRFLXARS0	HOWYFLXARS0		\$226.28	\$3,706.16
Astor	Lady Lake	ASTRFLXARS0	LDLKFLXARS0		\$266.25	\$4,825.53
Astor	Leesburg	ASTRFLXARS0	LSBGFLXADS1		\$168.54	\$2,966.01
Astor	Montverde	ASTRFLXARS0	MTVRFLXARS0		\$222.50	\$3,600.33
Astor	Mt. Dora	ASTRFLXARS0	MTDRFLXARS0		\$168.54	\$2,966.01
Astor	Tavares	ASTRFLXARS0	TVRSFLXADS0		\$168.54	\$2,966.01
Astor	Umatilla	ASTRFLXARS0	UMTLFLXARS0		\$168.54	\$2,966.01
Avon Park	East Fort Myers	AVPKFLXADS0	FTMYFLXBDS0		\$114.90	\$2,486.83
Avon Park	Lake Placid	AVPKFLXADS0	LKPCFLXARS0		\$296.24	\$6,541.89
Avon Park	Port Charlotte	AVPKFLXADS0	PTCTFLXADS0		\$104.77	ICB
Avon Park	Sebring	AVPKFLXADS0	SBNGFLXADS1		\$241.19	\$5,877.04
Avon Park	Spring Lake	AVPKFLXADS0-	SLHLFLXARS0		\$241.19	\$5,877.04
Avon Park	Wauchula	AVPKFLXADS0	WCHLFLXADS0		\$241.19	\$5,877.04
Baker	Crestview	BAKRFLXADS0	CRVWFLXADS0		\$52.43	\$591.58
Baker	DeFuniak Springs	BAKRFLXADS0	DFSPFLXADS0		\$204.01	\$3,959.20
Baker	Destin	BAKRFLXADS0	DESTFLXADS0		\$204.01	\$3,959.20
Baker	Fort Walton Beach	BAKRFLXADS0	FTWBFLXADS0		\$204.01	\$3,959.20
Baker	Shalimar	BAKRFLXADS0	SHLMFLXADS0		\$258.69	\$4,613.87
Baker	Valparaiso	BAKRFLXADS0	VLPRFLXADS0		\$204.01	\$3,959.20
Belleview	Forest	BLVWFLXADS0	OCNFFLXARS0		\$284.25	\$6,206.08
Belleview	Highlands	BLVWFLXADS0	OCALFLXCDS0		\$284.25	\$6,206.08
Belleview	Lady Lake (821)	BLVWFLXADS0	LDLKFLXARS0		\$202.12	\$3,906.28
Belleview	Ocala	BLVWFLXADS0	OCALFLXADS0		\$197.44	\$4,651.84
Belleview	Ocklawaha	BLVWFLXADS0	OKLWFLXADS0		\$53.89	\$632.28
Belleview	Salt Springs	BLVWFLXADS0	SSPRFLXARS0		\$284.25	\$6,206.08
Belleview	Silver Springs Shores	BLVWFLXADS0	SVSSFLXARS0		\$74.53	\$1,210.29
Belleview	Wildwood	BLVWFLXADS0	WLWDFLXARS0		\$97.72	\$1,859.52

Beverly Hills	Chassahowitzka	BVHFLXADS0	CHSWFLXARS0		\$329.78	\$6,604.32
Beverly Hills	Crystal River	BVHFLXADS0	CRRVFLXADS0		\$82.16	\$1,423.98
Beverly Hills	Homosassa Springs	BVHFLXADS0	HMSPFLEXARS0		\$82.16	\$1,423.98
Beverly Hills	Inverness	BVHFLXADS0	INVRFLXADS0		\$82.16	\$1,423.98
Blairstone	Calhoun	TLHSFLXDDS0	TLHSFLXADS0	***	\$68.28	\$1,190.55
Blairstone	FSU	TLHSFLXDDS0	TLHSFLXEDS0		\$130.09	\$1,889.38
Blairstone	Mabry	TLHSFLXDDS0	TLHSFLXCDS0		\$130.09	\$1,889.38
Blairstone	Perkins	TLHSFLXDDS0	TLHSFLXHDS0		\$130.09	\$1,889.38
Blairstone	Thomasville	TLHSFLXDDS0	TLHSFLXFDS0		\$117.88	\$1,547.46
Blairstone	Willis	TLHSFLXDDS0	TLHSFLXBDS0		\$68.28	\$1,035.26
Boca Grande	Cape Haze	BCGRFLXARS1	CPHZFLXADS0		\$64.86	\$939.60
Boca Grande	Port Charlotte	BCGRFLXARS1	PTCTFLXADS0		\$64.86	\$939.60
Boca Grande	Punta Gorda	BCGRFLXARS1	PNGRFLXADS1		\$306.06	\$6,816.65
Bonifay	DeFuniak Springs	BNFYFLXARS0	DFSPFLXADS0		\$167.81	\$2,945.66
Bonifay	Ponce de Leon	BNFYFLXARS0	PNLNFLXARS0		\$221.77	\$3,579.98
Bonifay	Reynolds Hill	BNFYFLXARS0	RYHLFLXARS0		\$128.12	\$1,834.43
Bonifay	Westville	BNFYFLXARS0	WSTVFLXARS0		\$77.29	\$1,287.63
Bonita Springs	Cypress Lake	BNSPFLXADS1	CYLKFLXADS0		\$176.29	\$4,059.59
Bonita Springs	East Fort Myers	BNSPFLXADS1	FTMYFLXBDS0		\$176.29	\$4,059.59
Bonita Springs	Fort Meade	BNSPFLXADS1	FTMDFLXARS0		\$476.24	\$10,705.28
Bonita Springs	Fort Myers	BNSPFLXADS1	FTMYFLXADS0		\$176.29	\$4,059.59
Bonita Springs	Fort Myers Beach	BNSPFLXADS1	FTMBFLXADS0		\$278.22	\$6,037.16
Bonita Springs	Golden Gate	BNSPFLXADS1	GLGCFLXADS0		\$176.29	\$4,059.59
Bonita Springs	Naples	BNSPFLXADS1	NPLSFLXCDS0		\$176.29	\$4,059.59
Bonita Springs	Naples Moorings	BNSPFLXADS1	NPLSFLXCDS0		\$176.29	\$4,059.59
Bonita Springs	Naples Southeast	BNSPFLXADS1	NPLSFLXCDS0		\$176.29	\$4,059.59
Bonita Springs	North Naples	BNSPFLXADS1	NNPLFLXADS1		\$176.29	\$4,059.59
Bonita Springs	Sanibel-Captiva Islands	BNSPFLXADS1	SNISFLXADS0		\$225.18	ICB
Bowling Green	Fort Meade	BWLGFLXARS0	FTMDFLXARS0		\$299.95	\$6,645.69
Bowling Green	Wauchula	BWLGFLXARS0	WCHLFLXADS0		\$299.95	\$6,645.69
Bowling Green	Zolfo Springs	BWLGFLXARS0	ZLSPFLXARS0		\$299.95	\$6,645.69
Buenaventura Lakes	Kissimmee	KSSMFLXDRS0	KSSMFLXADS0		\$146.32	\$2,782.16
Buenaventura Lakes	Winter Park	KSSMFLXDRS0	WNPKFLXADS1		\$54.45	ICB
Bushnell	Howey-in-the-Hills	BSHNFLXADS0	HOWYFLXARS0		\$255.18	\$5,391.99
Bushnell	Leesburg	BSHNFLXADS0	LSBGFLXADS1		\$197.44	\$4,651.84
Bushnell	Wildwood	BSHNFLXADS0	WLWDFLXADS1		\$295.15	\$6,511.36
Calhoun	FSU	TLHSFLXADS0	TLHSFLXEDS0		\$61.81	\$854.12
Calhoun	Tallahassee - Mabry	TLHSFLXADS0	TLHSFLXCDS0		\$61.81	\$854.12
Calhoun	Perkins	TLHSFLXADS0	TLHSFLXHDS0		\$61.81	\$854.12
Calhoun	Thomasville	TLHSFLXADS0	TLHSFLXFDS0		\$49.60	\$512.21
Calhoun	Tallahassee - Willis	TLHSFLXADS0	TLHSFLXBDS0		\$61.81	\$854.12
Cape Coral	Cypress Lake	CPCRFLXBDS0	CYLKFLXBDS0		\$32.72	ICB
Cape Coral	East Fort Myers	CPCRFLXADS0	FTMYFLXBDS0		\$243.11	\$5,054.15
Cape Coral	Fort Myers	CPCRFLXADS0	FTMYFLXADS0		\$66.82	\$994.55
Cape Coral	Fort Myers Beach	CPCRFLXADS0	FTMBFLXADS0		\$168.76	\$2,972.12
Cape Coral	Lehigh Acres	CPCRFLXADS0	LHACFLXADS0		\$243.11	\$5,054.15
Cape Coral	North Cape Coral	CPCRFLXADS0	CPCRFLXBDS1		\$66.82	\$994.55
Cape Coral	North Fort Myers	CPCRFLXADS0	NFMYFLXADS0		\$66.82	\$994.55
Cape Coral	Pine Island	CPCRFLXADS0	PNISFLXADS0		\$168.76	\$2,972.12
Cape Coral	Punta Gorda	CPCRFLXADS0	PNGRFLXADS1		\$308.02	\$6,871.60
Cape Coral	Sanibel-Captiva Islands	CPCRFLXADS0	SNISFLXADS0		\$168.76	\$2,972.12
Cape Haze	Port Charlotte	CPHZFLXADS0	PTCTFLXADS0		\$64.86	\$939.60
Cape Haze	Punta Gorda	CPHZFLXADS0	PNGRFLXADS1		\$306.06	\$6,816.65
Casselberry	Goldenrod	CSLBFLEXADS1	GLRDFLEXADS0		\$63.04	\$888.72
Casselberry	Lake Brantley	CSLBFLEXADS1	LKBRFLXADS1		\$133.94	\$1,997.25
Casselberry	Maitland	CSLBFLEXADS1	MTLDFLEXADS1		\$133.94	\$1,997.25

Casselberry	Montverde	CSLBFLXADS1	MNTIFLXADS0	\$410.37	\$7,107.71
Casselberry	Reedy Creek	CSLBFLXADS1	KSSMFLXCDS1	\$252.01	\$4,426.63
Casselberry	Windermere	CSLBFLXADS1	WNDRFLXARS0	\$189.69	\$3,558.26
Casselberry	Winter Garden	CSLBFLXADS1	WNGRFLXADS0	\$184.24	\$3,405.62
Casselberry	Winter Park	CSLBFLXADS1	WNPKFLXADS1	\$63.04	\$888.72
Chassahowitzka	Crystal River	CHSWFLXARS0	CRRVFLXADS0	\$329.78	\$6,604.32
Chassahowitzka	Homosassa Springs	CHSWFLXARS0	HMSPFLEXARS0	\$329.78	\$6,604.32
Chassahowitzka	Inverness	CHSWFLXARS0	INVRFLXADS0	\$329.78	\$6,604.32
Cherry Lake	Greenville	CHLKFLXARS0	GNVFLXARS0	\$313.71	\$6,154.53
Cherry Lake	Lee	CHLKFLXARS0	LEE FLXARS0	\$109.37	\$1,309.34
Cherry Lake	Madison	CHLKFLXARS0	MDSNFLXADS0	\$58.83	\$770.68
Clermont	Eustis	CLMTFLXADS0	ESTSFLXARS0	\$104.40	\$2,046.76
Clermont	Groveland	CLMTFLXADS0	GVLDLFLXARS0	\$197.44	\$4,651.84
Clermont	Howey-in-the-Hills	CLMTFLXADS0	HOWYFLXARS0	\$166.07	\$2,896.81
Clermont	Lady Lake	CLMTFLXADS0	LDLKFLXARS0	\$206.04	\$4,016.19
Clermont	Leesburg	CLMTFLXADS0	LSBGLXADS1	\$104.40	\$2,046.76
Clermont	Montverde	CLMTFLXADS0	MNTIFLXADS0	\$143.85	\$2,712.96
Clermont	Mt. Dora	CLMTFLXADS0	MTDRFLXARS0	\$104.40	\$2,046.76
Clermont	Reedy Creek	CLMTFLXADS0	KSSMFLXCDS1	\$67.77	\$1,021.01
Clermont	Tavares	CLMTFLXADS0	TVRSFLXADS0	\$104.40	\$2,046.76
Clermont	Umatilla	CLMTFLXADS0	UMTLFLXARS0	\$168.54	\$2,966.01
Clermont	Windermere	CLMTFLXADS0	WNDRFLXARS0	\$194.41	\$3,690.55
Clermont	Winter Garden	CLMTFLXADS0	WNGRFLXADS0	\$188.96	\$3,537.91
Clewiston	LaBelle	CLTNFLXARS0	LBLLFLXADS0	\$100.99	\$1,951.11
Clewiston	Moore Haven	CLTNFLXARS0	MRHNFLXARS0	\$100.99	\$1,951.11
Cottdale	Grand Ridge	CTDLFLXARS0	GDRGFLXADS0	\$138.45	\$2,123.43
Cottdale	Greenwood	CTDLFLXARS0	GNWDFLXARS0	\$134.30	\$2,007.42
Cottdale	Malone	CTDLFLXARS0	MALNFLXARS0	\$134.30	\$2,007.42
Cottdale	Marianna	CTDLFLXARS0	MRNNFLXADS0	\$77.29	\$1,287.63
Cottdale	Sneads	CTDLFLXARS0	SNDSFLXARS0	\$138.45	\$2,123.43
Crawfordville	Calhoun	CFVLFLXADS0	TLHSFLXADS0	\$86.96	\$1,558.31
Crawfordville	Panacea	CFVLFLXADS0	PANCFLEXARS0	\$56.36	\$701.48
Crawfordville	Sopchoppy	CFVLFLXADS0	SPCPFLXADS0	\$86.96	\$1,558.31
Crawfordville	St. Marks	CFVLFLXADS0	STMKFLXARS0	\$53.89	\$632.28
Crestview	DeFuniak Springs	CRVWFLXADS0	DFSPFLXADS0	\$151.57	\$3,367.62
Crestview	Destin	CRVWFLXADS0	DESTFLXADS0	\$151.57	\$3,367.62
Crestview	Fort Walton Beach	CRVWFLXADS0	FTWBFLXADS0	\$151.57	\$3,367.62
Crestview	Shalimar	CRVWFLXADS0	SHLMFLXADS0	\$206.26	\$4,022.29
Crestview	Valparaiso	CRVWFLXADS0	VLPFLXADS0	\$151.57	\$3,367.62
Crystal River	Clermont	CRRVFLXADS0	CLMTFLXADS0	\$279.60	\$6,075.83
Crystal River	Homosassa Springs	CRRVFLXADS0	HMSPFLEXARS0	\$82.16	\$1,423.98
Crystal River	Inverness	CRRVFLXADS0	INVRFLXADS0	\$82.16	\$1,423.98
Cypress Lake	Cypress Lake	CYLKFLXADS0	CYLKFLXBDS0	\$174.50	\$3,132.90
Cypress Lake	East Fort Myers	CYLKFLXADS0	FTMYFLXCDS0	\$176.29	\$4,059.59
Cypress Lake	Fort Myers	CYLKFLXADS0	FTMYFLXADS0	\$176.29	\$4,059.59
Cypress Lake	Fort Myers Beach	CYLKFLXADS0	FTMBFLXADS0	\$101.93	\$1,977.56
Cypress Lake	Lehigh Acres	CYLKFLXADS0	LHACFLXADS0	\$176.29	\$4,059.59
Cypress Lake	North Cape Coral	CYLKFLXADS0	CPCRFLXBDS1	\$66.82	\$994.55
Cypress Lake	North Fort Myers	CYLKFLXADS0	NFMYFLXADS0	\$101.93	\$1,977.56
Cypress Lake	Pine Island	CYLKFLXADS0	PNISFLXADS0	\$101.93	\$1,977.56
Cypress Lake	Regional Airport	CYLKFLXADS0	CYLKFLXBRS0	\$174.50	\$3,132.90
Cypress Lake	Sanibel-Captiva Islands	CYLKFLXADS0	SNISFLXADS0	\$101.93	\$1,977.56
Cypress Lake	South Fort Myers	CYLKFLXADS0	FTMYFLXCDS2	\$101.93	\$1,977.56
Dade City	San Antonio	DDCYFLXADS1	SNANFLXARS0	\$63.34	\$896.86
Dade City	Trilacoochee	DDCYFLXADS1	TLCHFLXARS0	\$63.34	\$896.86
DeFuniak Springs	Fort Walton Beach	DFSPFLXADS0	FTWBFLXADS0	\$151.57	\$3,367.62
DeFuniak Springs	Freeport	DFSPFLXADS0	FRPTFLXARS0	\$151.57	\$3,367.62

DeFuniak Springs	Glendale	DFSPFLXADS0	GLDLFLXARS0	\$54.10	\$638.39
DeFuniak Springs	Ponce de Leon	DFSPFLXADS0	PNLNFLXARS0	\$53.96	\$634.32
DeFuniak Springs	Reynolds Hill	DFSPFLXADS0	RYHLFLXARS0	\$218.64	\$3,492.47
DeFuniak Springs	Santa Rosa Beach	DFSPFLXADS0	SNRSFLXARS0	\$151.57	\$3,367.62
DeFuniak Springs	Seagrove Beach	DFSPFLXADS0	SGBHFLXARS0	\$151.57	\$3,367.62
DeFuniak Springs	Shalimar	DFSPFLXADS0	SHLMFLXADS0	\$206.26	\$4,022.29
DeFuniak Springs	Valpariso	DFSPFLXADS0	VLPRFLXADS0	\$151.57	\$3,367.62
DeFuniak Springs	Westville	DFSPFLXADS0	WSTVFLXARS0	\$167.81	\$2,945.66
Destin	DeFuniak Springs	DESTFLXADS0	DFSPFLXADS0	\$151.57	\$3,367.62
Destin	Fort Walton Beach	DESTFLXADS0	FTWBFLXADS0	\$151.57	\$3,367.62
Destin	Freeport	DESTFLXADS0	FRPTFLXARS0	\$151.57	\$3,367.62
Destin	Glendale	DESTFLXADS0	GLDLFLXARS0	\$205.68	\$4,006.01
Destin	Ponce de Leon	DESTFLXADS0	PNLNFLXARS0	\$205.53	\$4,001.94
Destin	Santa Rosa Beach	DESTFLXADS0	SNRSFLXARS0	\$151.57	\$3,367.62
Destin	Seagrove Beach	DESTFLXADS0	SGBHFLXARS0	\$151.57	\$3,367.62
Destin	Shalimar	DESTFLXADS0	SHLMFLXADS0	\$206.26	\$4,022.29
Destin	Valpariso	DESTFLXADS0	VLPRFLXADS0	\$151.57	\$3,367.62
East Fort Myers	Fort Myers	FTMYFLXBDS0	FTMYFLXADS0	\$176.29	\$4,059.59
East Fort Myers	Fort Myers Beach	FTMYFLXBDS0	FTMBFLXADS0	\$278.22	\$6,037.16
East Fort Myers	Lehigh Acres	FTMYFLXBDS0	LHACFLXADS0	\$176.29	\$4,059.59
East Fort Myers	North Cape Coral	FTMYFLXBDS0	CPCRFLXBDS1	\$243.11	\$5,054.15
East Fort Myers	North Fort Myers	FTMYFLXBDS0	NFMYFLXADS0	\$278.22	\$6,037.16
East Fort Myers	Pine Island	FTMYFLXBDS0	PNISFLXADS0	\$278.22	\$6,037.16
East Fort Myers	Regional Airport	FTMYFLXBDS0	CYLKFLXBRS0	\$248.85	\$5,214.93
East Fort Myers	Sanibel-Captiva Islands	FTMYFLXBDS0	SNISFLXADS0	\$278.22	\$6,037.16
East Fort Myers	South Fort Myers	FTMYFLXBDS0	FTMYFLXCDS2	\$278.22	\$6,037.16
Eustis	Groveland	ESTSFLXARS0	GVLDFLXARS0	\$301.84	\$6,698.60
Eustis	Howey-in-the-Hills	ESTSFLXARS0	HOWEFLXARS0	\$162.14	\$2,786.91
Eustis	Lady Lake	ESTSFLXARS0	LDLKFLXARS0	\$202.12	\$3,906.28
Eustis	Leesburg	ESTSFLXARS0	LSBGFLXADS1	\$104.40	\$2,046.76
Eustis	Montverde	ESTSFLXARS0	MTVRFLXARS0	\$158.36	\$2,681.08
Eustis	Mt. Dora	ESTSFLXARS0	MTDRFLXARS0	\$104.40	\$2,046.76
Eustis	Tavares	ESTSFLXARS0	TVRSFLXADS0	\$104.40	\$2,046.76
Eustis	Umatilla	ESTSFLXARS0	UMTLFLXARS0	\$168.54	\$2,966.01
Everglades	Naples	EVRGFLXARS0	NPLSFLXCDS0	\$176.29	\$4,059.59
Forest	Highlands	OCNFFLXARS0	OCALFLXCRS0	\$161.34	\$2,764.53
Forest	Lady Lake	OCNFFLXARS0	LDLKFLXARS0	\$560.90	\$11,322.65
Forest	Ocala	OCNFFLXARS0	OCALFLXADS0	\$161.34	\$2,764.53
Forest	Ocklawaha	OCNFFLXARS0	OKLWFLXADS0	\$161.34	\$2,764.53
Forest	Salt Springs	OCNFFLXARS0	SSPRFLXARS0	\$161.34	\$2,764.53
Forest	Silver Springs Shores	OCNFFLXARS0	SVSSFLXARS0	\$161.34	\$2,764.53
Fort Myers	Clewiston	FTMYFLXADS0	CLTNFLXARS0	\$296.39	\$6,545.96
Fort Myers	Fort Myers Beach	FTMYFLXADS0	FTMBFLXADS0	\$101.93	\$1,977.56
Fort Myers	Immokalee	FTMYFLXADS0	IMKLFLXARS0	\$176.29	\$4,059.59
Fort Myers	LaBelle	FTMYFLXADS0	LBLLFLXADS0	\$241.19	\$5,877.04
Fort Myers	Lehigh Acres	FTMYFLXADS0	LHACFLXADS0	\$176.29	\$4,059.59
Fort Myers	Naples	FTMYFLXADS0	NPLSFLXCDS0	\$176.29	\$4,059.59
Fort Myers	Naples Moorings	FTMYFLXADS0	NPLSFLXDDS0	\$62.69	ICB
Fort Myers	North Cape Coral	FTMYFLXADS0	CPCRFLXBDS1	\$66.82	\$994.55
Fort Myers	North Fort Myers	FTMYFLXADS0	NFMYFLXADS0	\$101.93	\$1,977.56
Fort Myers	North Fort Myers	FTMYFLXADS0	NFMYFLXB	\$101.93	ICB
Fort Myers	North Naples	FTMYFLXADS0	NNPLFLXADS1	\$176.29	\$4,059.59
Fort Myers	Pine Island	FTMYFLXADS0	PNISFLXADS0	\$101.93	\$1,977.56
Fort Myers	Punta Gorda	FTMYFLXADS0	PNGRFLXADS1	\$241.19	\$5,877.04
Fort Myers	San Carlos Park/Cypress Lake	FTMYFLXADS0	SCPKFLXA	\$66.82	\$994.55
Fort Myers	Sanibel-Captiva Islands	FTMYFLXADS0	SNISFLXADS0	\$101.93	\$1,977.56

Fort Myers	Sebring	FTMYFLXADS0	SBNGFLXADS1		\$195.40	\$4,594.86
Fort Myers Beach	Naples	FTMBFLXADS0	NPLSFLXCDS0		\$278.22	\$6,037.16
Fort Myers Beach	North Cape Coral	FTMBFLXADS0	CPCRFLXBDS1		\$168.76	\$2,972.12
Fort Myers Beach	North Fort Myers	FTMBFLXADS0	NFMYFLXADS0		\$101.93	\$1,977.56
Fort Myers Beach	North Naples	FTMBFLXADS0	NNPLFLXADS1		\$278.22	\$6,037.16
Fort Myers Beach	Pine Island	FTMBFLXADS0	PNISFLXADS0		\$101.93	\$1,977.56
Fort Myers Beach	Sanibel-Captiva Islands	FTMBFLXADS0	SNISFLXADS0		\$101.93	\$1,977.56
Fort Walton Beach	Freeport	FTWBFLXADS0	FRPTFLXARS0		\$151.57	\$3,367.62
Fort Walton Beach	Santa Rosa Beach	FTWBFLXADS0	SNRSFLXARS0		\$206.26	\$4,022.29
Fort Walton Beach	Seagrove Beach	FTWBFLXADS0	SGBHFLXARS0		\$206.26	\$4,022.29
Fort Walton Beach	Shalimar	FTWBFLXADS0	SHLMFLXADS0		\$151.57	\$3,367.62
Fort Walton Beach	Valparaiso	FTWBFLXADS0	VLPRFLXADS0		\$151.57	\$3,367.62
Freeport	Glendale	FRPTFLXARS0	GLDLFLXARS0		\$205.68	\$4,006.01
Freeport	Ponce de Leon	FRPTFLXARS0	PNLNFLXARS0		\$205.53	\$4,001.94
Freeport	Santa Rosa Beach	FRPTFLXARS0	SNRSFLXARS0		\$151.57	\$3,367.62
Freeport	Seagrove Beach	FRPTFLXARS0	SGBHFLXARS0		\$151.57	\$3,367.62
Freeport	Valparaiso	FRPTFLXARS0	VLPRFLXADS0		\$151.57	\$3,367.62
FSU	Mabry	TLHSFLXEDS0	TLHSFLXCDS0		\$61.81	\$854.12
FSU	Perkins	TLHSFLXEDS0	TLHSFLXHDS0		\$61.81	\$854.12
FSU	Thomasville	TLHSFLXEDS0	TLHSFLXFDS0		\$111.41	\$1,366.33
FSU	Willis	TLHSFLXEDS0	TLHSFLXBDS0		\$61.81	\$854.12
Glendale	Ponce de Leon	GLDLFLXARS0	PNLNFLXARS0		\$108.06	\$1,272.71
Glendale	Santa Rosa Beach	GLDLFLXARS0	SNRSFLXARS0		\$205.68	\$4,006.01
Glendale	Seagrove Beach	GLDLFLXARS0	SGBHFLXARS0		\$205.68	\$4,006.01
Glendale	Valparaiso	GLDLFLXARS0	VLPRFLXADS0		\$205.68	\$4,006.01
Golden Gate	Marco Island	GLGCFLXADS0	MOISFLXADS0		\$176.29	\$4,059.59
Golden Gate	Naples	GLGCFLXADS0	NPLSFLXCDS0		\$176.29	\$4,059.59
Golden Gate	Naples Moorings	GLGCFLXADS0	NPLSFLXCDS0		\$176.29	\$4,059.59
Golden Gate	Naples Southeast	GLGCFLXADS0	NPLSFLXCDS0		\$176.29	\$4,059.59
Golden Gate	North Naples	GLGCFLXADS0	NNPLFLXADS1		\$176.29	\$4,059.59
Goldenrod	Kissimmee	GLRDFLXADS0	KSSMFLXADS0		\$134.05	ICB
Goldenrod	Lake Brantely	GLRDFLXADS0	LKBRFLXADS1	***	\$133.94	\$2,296.84
Goldenrod	Maitland	GLRDFLXADS0	MTLDFLXADS1	***	\$133.94	\$2,296.84
Goldenrod	Montverde	GLRDFLXADS0	MNTIFLXADS0		\$410.37	\$7,107.71
Goldenrod	Reedy Creek	GLRDFLXADS0	KSSMFLXCDS1		\$252.01	\$4,426.63
Goldenrod	Windermere	GLRDFLXADS0	WNDRFLXARS0		\$189.69	\$3,558.26
Goldenrod	Winter Garden	GLRDFLXADS0	WNGRFLXADS0		\$184.24	\$3,405.62
Goldenrod	Winter Park	GLRDFLXADS0	WNPKFLXADS1	***	\$63.04	\$1,022.03
Grand Ridge	Greenwood	GDRGFLXADS0	GNWDFLXARS0		\$118.17	\$1,555.61
Grand Ridge	Malone	GDRGFLXADS0	MALNFLXARS0		\$118.17	\$1,555.61
Grand Ridge	Marianna	GDRGFLXADS0	MRNNFLXADS0		\$61.15	\$835.81
Grand Ridge	Sneads	GDRGFLXADS0	SNDSFLXARS0		\$61.15	\$835.81
Greenville	Calhoun	GNVLFLXARS0	TLHSFLXADS0		\$254.89	\$5,383.85
Greenville	Lee	GNVLFLXARS0	LEE FLXARS0		\$305.43	\$5,922.52
Greenville	Madison	GNVLFLXARS0	MDSNFLXADS0		\$254.89	\$5,383.85
Greenville	Monticello	GNVLFLXARS0	MNTIFLXADS0		\$254.89	\$5,383.85
Greenwood	Malone	GNWDFLXARS0	MALNFLXARS0		\$57.01	\$719.80
Greenwood	Marianna	GNWDFLXARS0	MRNNFLXADS0		\$57.01	\$719.80
Greenwood	Sneads	GNWDFLXARS0	SNDSFLXARS0		\$118.17	\$1,555.61
Groveland	Bushnell	GVLDFLXARS0	BSHNFLXADS0		\$197.44	\$4,651.84
Groveland	Howey-in-the-Hills	GVLDFLXARS0	HOWYFLXARS0		\$255.18	\$5,391.99
Groveland	Lady Lake	GVLDFLXARS0	LDLKFLXARS0		\$403.48	\$8,668.03
Groveland	Leesburg	GVLDFLXARS0	LSBGFLXADS1		\$197.44	\$4,651.84
Groveland	Montverde	GVLDFLXARS0	MTVRFLXARS0		\$355.80	\$7,332.92
Groveland	Mt. Dora	GVLDFLXARS0	MTDRFLXARS0		\$301.84	\$6,698.60
Groveland	Tavares	GVLDFLXARS0	TVRSFLXADS0		\$301.84	\$6,698.60
Groveland	Umatilla	GVLDFLXARS0	UMTLFLXARS0		\$365.97	\$7,617.85

Groveland	Windermere	GVLDFLXARS0	WNDRFLXARS0	\$432.41	\$9,478.04	
Groveland	Winter Garden	GVLDFLXARS0	WNGRFLXADS0	\$305.76	\$6,808.51	
Highlands	Lady Lake	OCALFLXCRS0	LDLKFLXARS0	\$490.29	\$10,222.27	
Highlands	Ocala	OCALFLXCRS0	OCALFLXADS0	\$86.81	\$1,554.24	
Highlands	Ocklawaha	OCALFLXCRS0	OKLWFLXADS0	\$161.34	\$2,764.53	
Highlands	Salt Springs	OCALFLXCRS0	SSPRFLXARS0	\$86.81	\$1,554.24	
Highlands	Shady Road	OCALFLXCRS0	OCALFLXBDS0	\$284.25	\$6,206.08	
Highlands	Silver Springs Shores	OCALFLXCRS0	SVSSFLXARS0	\$161.34	\$2,764.53	
Homosassa Springs	Beverly Hills	HMSPFLEXARS0	BVHLFLXADS0	\$82.16	\$1,423.98	
Homosassa Springs	Inverness	HMSPFLEXARS0	INVRFLXADS0	\$82.16	\$1,423.98	
Howey-In-The-Hills	Lady Lake	HOWYFLXARS0	LDLKFLXARS0	\$263.78	\$4,756.34	
Howey-In-The-Hills	Leesburg	HOWYFLXARS0	LSBGFLXADS1	\$57.74	\$740.15	
Howey-In-The-Hills	Montverde	HOWYFLXARS0	MTVRFLXARS0	\$216.10	\$3,421.23	
Howey-In-The-Hills	Mt. Dora	HOWYFLXARS0	MTDRFLXARS0	\$162.14	\$2,786.91	
Howey-In-The-Hills	Tavares	HOWYFLXARS0	TVRSFLXADS0	\$162.14	\$2,786.91	
Howey-In-The-Hills	Umatilla	HOWYFLXARS0	UMTLFLXARS0	\$226.28	\$3,706.16	
Howey-In-The-Hills	Wildwood	HOWYFLXARS0	WLWDFLXARS0	\$155.45	\$2,599.67	
Immokalee	LaBelle	IMKLFLXARS0	LBLFLXADS0	\$417.48	\$9,936.64	
Immokalee	Naples	IMKLFLXARS0	NPLSFLXCDS0	\$176.29	\$4,059.59	
Kenansville	Kissimmee	KNVFLXARS0	KSSMFLXADS0	\$211.83	\$5,054.82	
Kenansville	St. Cloud	KNVFLXARS0	STCDFLXARS0	\$211.83	\$5,054.82	
Kenansville	West Kissimmee	KNVFLXARS0	KSSMFLXBDS1	\$333.02	\$7,571.71	
Kingsley Lake	Lawtey	KGLKFLXARS0	LWTFYFLXARS0	\$58.32	\$756.43	
Kingsley Lake	Starke	KGLKFLXARS0	STRKFLXADS0	\$58.32	\$756.43	
Kissimmee	Reedy Creek	KSSMFLXADS0	KSSMFLXCDS1	\$188.96	\$3,537.91	
Kissimmee	St. Cloud	KSSMFLXADS0	STCDFLXARS0	\$211.83	\$5,054.82	
Kissimmee	West Kissimmee	KSSMFLXADS0	KSSMFLXBDS1	\$121.19	\$2,516.90	
Kissimmee	Winter Park	KSSMFLXADS0	WNPKFLXADS1	\$121.19	\$2,516.90	
Lady Lake (753)	Crystal River	LDLKFLXARS0	CRRVFLXADS0	\$298.57	ICB	
Lady Lake (753)	Leesburg	LDLKFLXARS0	LSBGFLXADS1	\$206.04	\$4,016.19	
Lady Lake (753)	Monteverde	LDLKFLXARS0	MTVRFLXARS0	\$256.08	\$4,540.60	
Lady Lake (753)	Mt. Dora	LDLKFLXARS0	MTDRFLXARS0	\$202.12	\$3,906.28	
Lady Lake (753)	Ocklawaha	LDLKFLXARS0	OKLWFLXADS0	\$280.57	\$5,226.47	
Lady Lake (753)	Silver Springs Shores	LDLKFLXARS0	SVSSFLXARS0	\$280.57	\$5,226.47	
Lady Lake (753)	Tavares	LDLKFLXARS0	TVRSFLXADS0	\$202.12	\$3,906.28	
Lady Lake (753)	Umatilla	LDLKFLXARS0	UMTLFLXARS0	\$266.25	\$4,825.53	
Lady Lake (753)	Wildwood	LDLKFLXARS0	WLWDFLXARS0	\$206.04	\$4,016.19	
Lady Lake (821)	Leesburg	LDLKFLXARS0	LSBGFLXADS1	\$206.04	\$4,016.19	
Lady Lake (821)	Monteverde	LDLKFLXARS0	MTVRFLXARS0	\$256.08	\$4,540.60	
Lady Lake (821)	Mt. Dora	LDLKFLXARS0	MTDRFLXARS0	\$202.12	\$3,906.28	
Lady Lake (821)	Ocala	LDLKFLXARS0	OCALFLXADS0	\$403.48	\$8,668.03	
Lady Lake (821)	Ocklawaha	LDLKFLXARS0	OKLWFLXADS0	\$280.57	\$5,226.47	
Lady Lake (821)	Salt Springs	LDLKFLXARS0	SSPRFLXARS0	\$490.29	\$10,222.27	
Lady Lake (821)	Silver Springs Shores	LDLKFLXARS0	SVSSFLXARS0	\$280.57	\$5,226.47	
Lady Lake (821)	Tavares	LDLKFLXARS0	TVRSFLXADS0	\$202.12	\$3,906.28	
Lady Lake (821)	Umatilla	LDLKFLXARS0	UMTLFLXARS0	\$266.25	\$4,825.53	
Lake Brantley	Kissimmee	LKBRFLXADS1	KSSMFLXADS0	\$136.11	ICB	
Lake Brantley	Maitland	LKBRFLXADS1	MTLDFLXADS1	***	\$70.89	\$1,274.81
Lake Brantley	Montverde	LKBRFLXADS1	MNTIFLXADS0	\$418.22	\$7,327.52	
Lake Brantley	Reedy Creek	LKBRFLXADS1	KSSMFLXCDS1	\$259.86	\$4,646.43	
Lake Brantley	Windermere	LKBRFLXADS1	WNDRFLXARS0	\$197.54	\$3,778.06	
Lake Brantley	Winter Garden	LKBRFLXADS1	WNGRFLXADS0	\$192.09	\$3,625.42	
Lake Brantley	Winter Park	LKBRFLXADS1	WNPKFLXADS1	***	\$70.89	\$1,274.81
Lake Helen	Orange City	LKHLFLXARS0	ORCYFLXADS0	\$49.74	\$516.28	
Lake Placid	Sebring	LKPCFLXARS0	SBNGFLXADS1	\$55.05	\$664.85	
Lake Placid	Spring Lake	LKPCFLXARS0	SLHLFLXARS0	\$296.24	\$6,541.89	
Lawtey	Starke	LWTFYFLXARS0	STRKFLXADS0	\$58.32	\$756.43	

Lee	Madison	LEE FLXARS0	MDSNFLXADS0		\$50.54	\$538.66
Leesburg	Montverde	LSBGFLXADS1	MTVRFLXARS0		\$158.36	\$2,681.08
Leesburg	Mt. Dora	LSBGFLXADS1	MTDRFLXARS0		\$104.40	\$2,046.76
Leesburg	Tavares	LSBGFLXADS1	TVRSFLXADS0		\$104.40	\$2,046.76
Leesburg	Umatilla	LSBGFLXADS1	UMTLFLXARS0		\$168.54	\$2,966.01
Leesburg	Wildwood	LSBGFLXADS1	WLWDFLXARS0		\$97.72	\$1,859.52
Lehigh Acres	Cape Coral	LHACFLXADS0	CPCRFLXADS0		\$243.11	\$5,054.15
Lehigh Acres	North Cape Coral	LHACFLXADS0	CPCRFLXBDS1		\$243.11	\$5,054.15
Lehigh Acres	North Fort Myers	LHACFLXADS0	NFMYFLXADS0		\$278.22	\$6,037.16
Lehigh Acres	S. Fort Myers	LHACFLXADS0	FTMYFLXCDS0		\$94.45	ICB
Mabry	Perkins	TLHSFLXCDS0	TLHSFLXHDS0		\$61.81	\$854.12
Mabry	Thomasville	TLHSFLXCDS0	TLHSFLXDFS0		\$111.41	\$1,366.33
Mabry	Willis	TLHSFLXCDS0	TLHSFLXBDS0		\$61.81	\$854.12
Madison	Calhoun	MDSNFLXADS0	TLHSFLXADS0		\$188.64	\$4,405.58
Madison	Monticello	MDSNFLXADS0	MNTIFLXADS0		\$188.64	\$4,405.58
Maitland	Montverde	MTLDFLXADS1	MNTIFLXADS0		\$418.22	\$7,327.52
Maitland	Reedy Creek	MTLDFLXADS1	KSSMFLXCDS1		\$259.86	\$4,646.43
Maitland	Windermere	MTLDFLXADS1	WNDRFLXARS0		\$197.54	\$3,778.06
Maitland	Winter Garden	MTLDFLXADS1	WNGRFLXADS0		\$192.09	\$3,625.42
Maitland	Winter Park	MTLDFLXADS1	WNPKFLXADS1	**	\$81.52	\$1,274.81
Malone	Marianna	MALNFLXARS0	MRNNFLXADS0		\$57.01	\$719.80
Malone	Sneads	MALNFLXARS0	SNDSFLXARS0		\$118.17	\$1,555.61
Marco Island	Naples	MOISFLXADS0	NPLSFLXCDS0		\$176.29	\$4,059.59
Marco Island	Naples Moorings	MOISFLXADS0	NPLXFLXCDS0		\$176.29	\$4,059.59
Marco Island	Naples Southeast	MOISFLXADS0	NPLSFLXCDS0		\$176.29	\$4,059.59
Marco Island	North Naples	MOISFLXADS0	NNPLFLXADS1		\$176.29	\$4,059.59
Marianna	Bonifay	MRNNFLXADS0	BNFYFLXARS0		\$77.29	\$1,287.63
Marianna	Sneads	MRNNFLXADS0	SNDSFLXARS0		\$61.15	\$835.81
Monticello	Calhoun	MNTIFLXADS0	TLHSFLXADS0		\$188.64	\$4,405.58
Montverde	Reedy Creek	MTVRFLXARS0	KSSMFLXCDS1		\$230.06	\$3,811.99
Montverde	Tavares	MTVRFLXARS0	TVRSFLXADS0		\$158.36	\$2,681.08
Montverde	Umatilla	MTVRFLXARS0	UMTLFLXARS0		\$222.50	\$3,600.33
Montverde	Windermere	MTVRFLXARS0	WNDRFLXARS0		\$180.60	\$3,303.86
Montverde	Winter Garden	MTVRFLXARS0	WNGRFLXADS0		\$53.96	\$634.32
Montverde	Winter Park	MTVRFLXARS0	WNPKFLXADS1		\$175.15	\$3,151.22
Mt. Dora	Montverde	MTDRFLXARS0	MTVRFLXARS0		\$158.36	\$2,681.08
Mt. Dora	Tavares	MTDRFLXARS0	TVRSFLXADS0		\$104.40	\$2,046.76
Mt. Dora	Umatilla	MTDRFLXARS0	UMTLFLXARS0		\$168.54	\$2,966.01
Mt. Dora	Winter Park	MTDRFLXARS0	WNPKFLXADS1		\$225.59	\$4,563.66
Naples	Naples Southeast	NPLSFLXCDS0	NPLSFLXCDS0		\$176.29	\$4,059.59
Naples	North Naples	NPLSFLXCDS0	NNPLFLXADS1		\$86.39	\$4,059.59
Naples	North Naples	NPLSFLXDDS0	NNPLFLXADS1		ICB	\$831.92
Naples Moorings	Naples Southeast	NPLSFLXCDS0	NPLSFLXCDS0		\$176.29	\$4,059.59
Naples Moorings	North Naples	NPLSFLXCDS0	NNPLFLXADS1		\$176.29	\$4,059.59
Naples Southeast	North Naples	NPLSFLXCDS0	NNPLFLXADS1		\$176.29	\$4,059.59
North Cape Coral	North Fort Myers	CPCRFLXBDS1	NFMYFLXADS0		\$66.82	\$994.55
North Cape Coral	Pine Island	CPCRFLXBDS1	PNISFLXADS0		\$168.76	\$2,972.12
North Cape Coral	Punta Gorda	CPCRFLXBDS1	PNGRFLXADS1		\$308.02	\$6,871.60
North Cape Coral	Sanibel-Captiva Islands	CPCRFLXBDS1	SNISFLXADS0		\$168.76	\$2,972.12
North Fort Myers	North Cape Coral	NFMYFLXADS0	CPCRFLXBDS1		\$66.82	\$994.55
North Fort Myers	Pine Island	NFMYFLXADS0	PNISFLXADS0		\$101.93	\$1,977.56
North Fort Myers	Punta Gorda	NFMYFLXADS0	PNGRFLXADS1		\$241.19	\$5,877.04
North Fort Myers	Sanibel-Captiva Islands	NFMYFLXADS0	SNISFLXADS0		\$101.93	\$1,977.56
North Naples	Marco Island	NNPLFLXADS1	MOISFLXADS0		\$176.29	\$4,059.59
North Naples	Regional Airport	NNPLFLXADS1	CYLKFLXBRS0		\$160.06	ICB
Ocala	Clermont	OCALFLXADS0	CLMTFLXADS0		\$197.44	\$4,651.84

Ocala	Ocklawaha	OCALFLXADS0	OKLWFLXADS0	\$74.53	\$1,210.29
Ocala	Salt Springs	OCALFLXADS0	SSPRFLXARS0	\$86.81	\$1,554.24
Ocala	Shady Road	OCALFLXADS0	OCALFLBDS0	\$197.44	\$4,651.84
Ocala	Silver Springs	OCALFLXADS0	SVSPFLXARS0	\$86.81	\$1,554.24
Ocala	Silver Springs Shores	OCALFLXADS0	SVSSFLXARS0	\$74.53	\$1,210.29
Ocala	Wildwood	OCALFLXADS0	WLWDFLXARS0	\$295.15	\$6,511.36
Ocala	Williston	OCALFLXADS0	WLSTFLXARS0	\$258.88	\$5,495.79
Ocklawaha	Eustis	OKLWFLXADS0	ESTSFLXARS0	\$380.29	\$8,018.79
Ocklawaha	Leesburg	OKLWFLXADS0	LSBGFLXADS1	\$172.24	\$3,069.81
Ocklawaha	Salt Springs	OKLWFLXADS0	SSPRFLXARS0	\$161.34	\$2,764.53
Ocklawaha	Silver Springs Shores	OKLWFLXADS0	SVSSFLXARS0	\$74.53	\$1,210.29
Ocklawaha	Umatilla	OKLWFLXADS0	UMTLFLXARS0	\$440.50	\$8,828.14
Okeechobee	Fort Myers	OKCBFLXADS0	FTMYFLXADS0	\$241.19	\$5,877.04
Okeechobee	Sebring	OKCBFLXADS1	SBNGFLXADS1	\$241.19	\$5,877.04
Orange City	Winter Park	ORCYFLXADS0	WNPFLXADS1	\$122.24	\$1,669.58
Panacea	Calhoun	PANCFXARS0	TLHSFLXADS0	\$143.32	\$2,259.79
Panacea	Sopchoppy	PANCFXARS0	SPCFXADS0	\$143.32	\$2,259.79
Panacea	St. Marks	PANCFXARS0	STMKFLXARS0	\$110.24	\$1,333.77
Perkins	Thomasville	TLHSFLXHDS0	TLHSFLXADS0	\$111.41	\$1,366.33
Perkins	Tallahassee - Willis	TLHSFLXHDS0	TLHSFLXBDS0	\$61.81	\$854.12
Pine Island	Sanibel-Captiva Islands	PNISFLXADS0	SNISFLXADS0	\$101.93	\$1,977.56
Ponce De Leon	Reynolds Hill	PNLSFLXADS0	RYHLFLXARS0	\$272.60	\$4,126.79
Ponce De Leon	Santa Rosa Beach	PNLSFLXADS0	SNRSFLXARS0	\$205.53	\$4,001.94
Ponce De Leon	Seagrove Beach	PNLSFLXADS0	SGBHFLXARS0	\$205.53	\$4,001.94
Ponce De Leon	Valparaiso	PNLSFLXADS0	VLPRFLXADS0	\$205.53	\$4,001.94
Ponce De Leon	Westville	PNLSFLXADS0	WSTVFLXARS0	\$221.77	\$3,579.98
Port Charlotte	Punta Gorda	PTCTFLXADS0	PNGRFLXADS1	\$241.19	\$5,877.04
Reedy Creek	West Kissimmee	KSSMFLXCDS1	KSSMFLXBDS1	\$67.77	\$1,021.01
Reedy Creek	Windermere	KSSMFLXCDS1	WDRFLXARS0	\$194.41	\$3,690.55
Reedy Creek	Winter Garden	KSSMFLXCDS1	WNGRFLXADS0	\$188.96	\$3,537.91
Reedy Creek	Winter Park	KSSMFLXCDS1	WNPFLXADS1	\$188.96	\$3,537.91
Regional Airport	South Fort Myers	CYLKFLXBRS0	FTMYFLXCDS2	\$174.50	\$3,132.90
Reynolds Hill	Westville	RYHLFLXARS0	WSTVFLXARS0	\$128.12	\$1,834.43
Salt Springs	Silver Springs Shores	SSPRFLXARS0	SVSSFLXARS0	\$161.34	\$2,764.53
San Antonio	Trilacoochee	SNANFLXARS0	TLCHFLXARS0	\$63.34	\$896.86
Santa Rosa Beach	Seagrove Beach	SNRSFLXARS0	SGBHFLXARS0	\$151.57	\$3,367.62
Santa Rosa Beach	Valparaiso	SNRSFLXARS0	VLPRFLXADS0	\$151.57	\$3,367.62
Sebring	Spring Lake	SBNGFLXADS1	SLHLFLXARS0	\$241.19	\$5,877.04
Sebring	Wauchula	SBNGFLXADS1	WCHLFLXADS0	\$241.19	\$5,877.04
Shalimar	Valparaiso	SHLMFLXADS0	VLPRFLXADS0	\$206.26	\$4,022.29
Silver Springs	Wildwood	SVSSFLXARS0	WLWDFLXARS0	\$172.24	\$3,069.81
Shores	Calhoun	SPCFXADS0	TLHSFLXADS0	\$86.96	\$1,558.31
Sopchoppy	St. Marks	SPCFXADS0	STMKFLXARS0	\$140.84	\$2,190.59
Sopchoppy	Sanibel-Captiva Islands	FTMYFLXCDS2	SNISFLXADS0	\$130.73	ICB
St. Cloud	West Kissimmee	STCDFLXARS0	KSSMFLXBDS1	\$121.19	\$2,516.90
St. Cloud	Winter Park	STCDFLXARS0	WNPFLXADS1	\$121.19	\$2,516.90
St. Marks	Blairstone	STMKFLXARS0	TLHSFLXADS0	\$140.84	\$2,190.59
Starke	Lawtey	STRFLXADS0	LWTYFLXARS0	\$58.32	\$756.43
Tavares	Umatilla	TVRSFLXADS0	UMTLFLXARS0	\$168.54	\$2,966.01
Thomasville	Willis	TLHSFLXADS0	TLHSFLXBDS0	\$111.41	\$1,366.33
Trilacoochee	Bushnell	TLCHFLXARS0	BSHNFLXADS0	\$260.77	\$5,548.71
Wauchula	Zolfo Springs	WCHLFLXADS0	ZLSPFLARS0	\$241.19	\$5,877.04
West Kissimmee	Kenansville	KSSMFLXBDS1	KNVLFLXARS0	\$333.02	\$7,571.71
West Kissimmee	Winter Park	KSSMFLXBDS1	WNPFLXADS1	\$121.19	\$2,516.90
Windermere	Winter Garden	WDRFLXARS0	WNGRFLXADS0	\$126.64	\$2,669.54
Windermere	Winter Park	WDRFLXARS0	WNPFLXADS1	\$126.64	\$2,669.54

Winter Garden	Winter Park	WNGRFLXADS0	WNPKFLXADS1		\$121.19	\$2,516.90
Winter Park	Altamonte Springs	WNPKFLXADS1	ALSPFLXADS0	**	ICB	\$1,274.81
Winter Park	Clermont	WNPKFLXADS1	CLMTFLXADS0		\$303.08	ICB
Winter Park	Groveland	WNPKFLXADS1	GVLDFLXA		\$426.96	\$9,325.40
Winter Park	Lake Brantley	WNPKFLXADS1	LKBRFLXADS1	***	ICB	\$1,274.81
Winter Park	Orange City	WNPKFLXADS1	ORCYFLXCDS0		\$122.24	\$1,669.58

PART E - NETWORK ELEMENTS

Part E – Network Elements is replaced in its entirety with following:

1. GENERAL

- 1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements (“UNEs”). CLEC 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 CLEC’s obligation to combine Sprint-provided UNEs with any facilities and services that CLEC may itself provide.

2. USE OF UNBUNDLED NETWORK ELEMENTS

- 2.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunications Service to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 2.2. CLEC 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 otherwise limited herein. Except as provided elsewhere in this Agreement, it is CLEC’s obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party. CLEC may Commingle UNEs with Wholesale Services or Tariffed access services obtained from Sprint as provided for in this Agreement.
- 2.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint’s own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 2.4. CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the conditions listed below. By placing on order for UNEs, CLEC certifies that these requirements are met.
 - 2.4.1. Any combination of high capacity loops (DS1, DS3), to the extent available, and special access transport (a commingled facility) or Dedicated Transport, to the extent available, both of which are provided by Sprint are subject to the EEL use restrictions in Section 12. Any combination of special access channel terminations (DS1, DS3), to the extent available, with UNE

dedicated transport (DS1, DS3), to the extent available, both of which are provided by Sprint is subject to the EEL use restrictions in Section 12.

- 2.4.2. CLEC may not access a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting Sprint's network and a Mobile Wireless Service provider's network do not qualify as UNEs and will not be available to CLEC as UNEs.
- 2.4.3. CLEC may not access a UNE for the exclusive provision of interexchange services. Unbundled loops ordered by CLEC into a third party collocation cannot be used by the third party collocator to provide retail interexchange services. Facilities connecting Sprint's network and interexchange carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs
- 2.4.4. CLEC can use unbundled loops to provide xDSL services in accordance with this Agreement.

3. BONA FIDE REQUEST PROCESS

- 3.1. Sprint shall promptly consider and analyze CLEC requests for unbundled Network Elements included in this Agreement that are not currently developed by Sprint, network information that is reasonably required to determine what unbundled Network Elements it needs to serve a particular customer or development of and changes to Sprint work processes related to ordering, provisioning or installation of unbundled Network Elements with the submission of a Bona Fide Request ("BFR") hereunder.
- 3.2. A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request.
- 3.3. CLEC may cancel a BFR at any time, but shall pay all reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 3.4. Within ten (10) calendar days of its receipt, the Sprint shall acknowledge receipt of the BFR.
- 3.5. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, the Sprint shall provide to CLEC a preliminary analysis of such BFR.
- 3.6. Upon receipt of the preliminary analysis, CLEC shall, within thirty (30) calendar days, notify Sprint, in writing, of its intent to proceed or not to proceed.
- 3.7. Sprint shall promptly proceed with the BFR upon receipt of written authorization from CLEC. When it receives such authorization, Sprint shall promptly develop the requested services, determine their availability,

calculate the applicable prices and establish installation intervals.

- 3.8. As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, Sprint shall provide to CLEC a BFR Quote which will include, at a minimum, a description of each service, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 3.10. If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR 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 Part B of this Agreement.

4. INDIVIDUAL CASE BASIS PRICING

- 4.1. Individual Case Basis (ICB) pricing will be provided by Sprint upon request from the CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 4.2. Sprint will process ICB Pricing requests upon receipt from the CLEC. Sprint will provide CLEC a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

5. NETWORK INTERFACE DEVICE

- 5.1. 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 LEC's 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.
- 5.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLEC) 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.
- 5.3. CLEC 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 with each loop. If additional NID terminations are required, CLEC may request them pursuant to the process detailed in the Bona Fide Request section herein.

- 5.4. Sprint will provide CLEC 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 the CLEC's request. In such cases the charges specified in Table One will apply.
- 5.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 5.6. 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 CLEC'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.
- 5.7. When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Table One. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table One.

6. LOOP

- 6.1. Sprint will provide CLEC access to Local Loops as defined in Part A including Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. The following section includes the terms and conditions for Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops are contained in Section 13.
- 6.2. At CLEC'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. Optional Cooperative Testing and Joint Testing are performed only at CLEC's request. To the extent CLEC requests testing that would require Sprint to purchase new equipment, establish new procedures, or make systems modifications, CLEC will compensate Sprint for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in Section 3.
 - 6.2.1. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice Switch. Basic Testing does not include cooperative or joint testing efforts that require Sprint's technician to work jointly with CLEC's staff

(“Cooperative Testing” or “Joint Testing”).

- 6.2.2. Cooperative testing is provided on service order activity only and will be provided by Sprint at CLEC’s expense. 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.
- 6.2.3. Joint Testing is provided on maintenance activity only and will be provided by Sprint at CLEC’s expense, when requested. Sprint technicians will try to contact CLEC’s representative to initiate Joint Testing after completing the requested activity. 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. Loops involving multiplexing prohibit the reading of a short.
- 6.3. Sprint will charge CLEC at the rates set out on Table One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC’s network or on the CLEC end user’s side of the Demarcation Point.
- 6.4. Analog Loop Capabilities
 - 6.4.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the CLEC’s end user’s premises. CLEC shall not install equipment on analog Loops that exceeds the specified bandwidth.
 - 6.4.2. Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops and FTTC Loops, based on available facilities.
- 6.5. Digital Loops
 - 6.5.1. Sprint will provide Digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which CLEC may deploy advanced services. Deployment of advanced services over digital loops by CLEC will be consistent with the terms and conditions contained in Section 6.7. On digital Loops, Sprint will only provide electrical continuity and line balance.
 - 6.5.2. 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 Part B of this Agreement.

- 6.5.3. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 6.6. Digital Loops (Greater than 18K ft.)
 - 6.6.1. If CLEC requests a digital 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 Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 6.5 are applicable.
- 6.7. Adherence to National Industry Standards
 - 6.7.1. In providing advanced service loop technology, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
 - 6.7.2. An advanced services loop technology is presumed acceptable for deployment under any of the following circumstances where the technology:
 - 6.7.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics; or;
 - 6.7.2.2. Is approved by an industry standards body, the FCC, or any state commission or;
 - 6.7.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services.

- 6.7.3. Sprint may not deny CLEC's request to deploy a technology that is presumed acceptable for deployment unless Sprint demonstrates to the Commission that deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voiceband services.
- 6.7.3.1. Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 6.7.2.3, the burden is on CLEC to demonstrate to the 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. Upon a successful demonstration by CLEC before a particular state commission, the deployed technology shall be presumed acceptable for deployment in other areas.
- 6.7.4. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them 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 Commission for review and determination. 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.
- 6.7.5. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 6.7.2, the degraded service shall not prevail against the newly deployed technology.
- 6.7.6. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 6.7.7. 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 upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 6.7.8. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:

- 6.7.8.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 6.7.8.2. 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.
- 6.7.8.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
- 6.7.8.4. As an alternative to Section 6.6.7.1 CLEC 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.

6.8. DS1 Loops

- 6.8.1. Subject to the cap in Section 6.8.2, Sprint will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. DS1 loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.
- 6.8.2. CLEC may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.
- 6.8.3. Any DS1 loop UNEs that CLEC leased from Sprint as of March 11, 2005, but which Sprint is not obligated to unbundle pursuant to Sections 6.8.1 and 6.8.2, shall be available for lease from Sprint until March 11, 2006 at the rates on Table One. CLEC will true-up the rates paid for DS1 loops back to March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period,

CLEC must have transitioned the UNEs to alternative facilities or arrangements.

6.8.3.1. If CLEC fails to submit the necessary orders on or before March 10, 2006, Sprint will convert the DS1 Loops to comparable access services at applicable rates. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

6.8.3.2. If CLEC has ordered new UNE DS1 Loop in Wire Centers identified on Exhibit A since March 11, 2005, those UNEs will be converted to comparable access services and the applicable rates will apply back to March 11, 2005.

6.8.4. Where Sprint is not required to provide unbundled DS1 loops pursuant to Sections 6.8.1 and 6.8.2, CLEC may not obtain new DS1 loops as UNEs.

6.8.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 loops for the identified wire centers 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 loops leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

6.8.6. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders before the end of the twelve-month period, Sprint will convert the DS1 Loops to comparable Access Services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

6.9. DS3 Loops

6.9.1. Subject to the cap described in Section 6.9.2, Sprint shall provide CLEC with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds,

no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.

- 6.9.2. CLEC may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops.
- 6.9.3. For a 12-month period beginning on March 11, 2005, any DS3 loop UNEs that CLEC leases from Sprint of that date, but which Sprint is not obligated to unbundle pursuant to Sections 6.9.1 and 6.9.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS3 loops back to March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements.
- 6.9.3.1. If CLEC fails to submit the necessary orders on or before March 10, 2006, Sprint will convert the DS3 Loops to comparable Access Services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.
- 6.9.3.2. If CLEC has ordered new UNE DS3 Loop in Wire Centers identified on Exhibit A since March 11, 2005, those UNEs will be converted to comparable access services and the applicable rates will apply back to March 11, 2005.
- 6.9.4. Where Sprint is not required to provide unbundled DS3 loops pursuant to Sections 6.9.1 and 6.9.2, CLEC may not obtain new DS3 loops as UNEs.
- 6.9.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 loops for the identified wire centers 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 loops leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

6.9.6. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders on or before March 10, 2006, Sprint will convert the DS3 Loops to comparable Access Services at applicable rates. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

6.10. Adherence to National Industry Standards

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

6.10.2. 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:

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

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

6.10.2.3. Has been successfully deployed by any CLEC without significantly degrading the performance of other services.

6.10.3. Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 0, the burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

6.10.4. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them 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 Commission for review and determination. 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.

6.10.5. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 6.7.2, the degraded service shall not prevail against the newly deployed technology.

6.10.6. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

6.10.7. 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 upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.

6.10.8. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:

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

6.10.8.2. 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.

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

6.10.8.4. As an alternative to Section 6.10.8.1, CLEC 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.

6.11. Information to be Provided for Deployment of Advanced Services

- 6.11.1. Upon request, Sprint shall provide to CLEC:
 - 6.11.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
 - 6.11.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
 - 6.11.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
- 6.11.2. In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
 - 6.11.2.1. 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;
 - 6.11.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);
 - 6.11.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.
- 6.12. Hybrid Loops. Sprint will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.
 - 6.12.1. When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will
 - 6.12.1.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or

- 6.12.1.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

6.13. Fiber Loops

6.13.1. Dark Fiber Loops

- 6.13.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- 6.13.1.2. Sprint is not required to provide CLEC with access to dark fiber loop on an unbundled basis.
- 6.13.1.3. For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs that CLEC leases from Sprint as of March 11, 2005 shall be available for lease from Sprint at the rate on Table One. The charges for dark fiber loop are subject to true-up retroactive to March 11, 2005 regardless of when this Agreement is effective. CLEC may not obtain new dark fiber loops as UNEs.
- 6.13.1.4. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By September 10, 2006, CLEC must transition the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders on or before September 10, 2006, Sprint will convert the Dark Fiber Loops to comparable Access Services, if any, or disconnect the Dark Fiber facilities. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

6.14. FTTH and FTTC Fiber Loops

- 6.14.1. New builds. Sprint will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Sprint has deployed a FTTH or FTTC Loop to an end-user customer premise that previously has not been served by any loop facility.
- 6.14.2. Overbuilds. Sprint will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Sprint

has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:

- 6.14.2.1. Sprint will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Sprint has retired the Copper Loop as set forth below.
- 6.14.2.2. If Sprint deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, Sprint will restore the Copper Loop to serviceable condition upon request.
- 6.14.2.3. If Sprint deploys FTTH Loop or FTTC Loop and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop.
- 6.14.2.4. Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.

6.15. Tag and Label. 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.

- 6.15.1. Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.
- 6.15.2. CLEC must specify on the order form whether each Loop should be tagged and labeled.
- 6.15.3. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

7. SUBLOOPS

7.1 Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Sprint will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals,

prices and other information based on the ICB process as set forth in this Agreement.

7.2 Sprint is not required to provide CLEC access to dark fiber subloops.

7.3 Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Sprint's outside plant, including inside wire owned or controlled by Sprint, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the Copper Loop. Sprint is not obligated to offer feeder loop plant as a stand-alone UNE.

7.3.1 An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

7.4 Multiunit premises wiring. Sprint will make available to CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation.

7.4.1 An accessible terminal is any point in Sprint's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

7.4.2 Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do

not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.

7.5 Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

7.6 Deployment of advanced services by CLEC over subloops will be in accordance with the terms included in 6.10 and 6.8 of this section.

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

8. OPERATIONS SUPPORT SYSTEMS (OSS)

8.1. 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.

9. LOOP MAKE-UP INFORMATION

- 9.1. Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 9.2. Information provided to the CLEC will not be filtered or digested in a manner that would affect the CLEC's ability to qualify the loop for advanced services.
- 9.3. Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.

- 9.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLEC.
- 9.5. Sprint may provide the requested Loop Make-Up Information to the CLECs 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, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.
- 9.6. If CLEC does not order Loop Make-Up Information 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, CLEC agrees that:
 - 9.6.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
 - 9.6.2. If Sprint undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will be charged a Loop Make-Up Information Charge; and
 - 9.6.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 15.3 of this Agreement.

10. LOCAL CIRCUIT SWITCHING

- 10.1. DS0 Capacity (i.e. mass market)
 - 10.1.1. Sprint is not required to provide access to local circuit switching on an unbundled basis to CLEC for the purpose of serving end-user customers using DS0 capacity loops.
 - 10.1.2. CLEC shall migrate its embedded base of end-user customers off of the unbundled local circuit switching element, including local circuit switching provided as part of UNE-P, to an alternative arrangement within 12 months of March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. CLEC must have completed the transition of the UNEs to alternative facilities or arrangements by the end of the twelve month period. If CLEC fails to submit the necessary orders on or before March 10, 2006, Sprint will convert the UNE-P to comparable Wholesale Services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.
 - 10.1.3. Notwithstanding the above section, for a 12-month period from

March 11, 2005, Sprint shall provide access to local circuit switching, including local circuit switching provided as part of UNE-P, on an unbundled basis for CLEC to serve its embedded base of end-user customers. The price for unbundled local circuit switching, including local circuit switching provided as part of UNE-P, obtained pursuant to this section is set forth on Table One. CLEC will true-up the rates paid for local circuit switching, including local circuit switching provided as part of UNE-P, back to March 11, 2005. CLEC may not obtain new local circuit switching as an unbundled network element.

10.2. Elements related to the local circuit switching element will be made available on an unbundled basis to CLEC to the extent that CLEC is entitled to unbundled local circuit switching as set forth above.

10.2.1. Sprint will provide CLEC with non-discriminatory access to signaling, call-related databases and common transport facilities on an unbundled basis, to the extent that Sprint is required to provide unbundled local circuit switching as set forth above.

10.3. Sprint is not required to provide local switching under this Section for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

10.4. Sprint is not required to provide access to local circuit switching on an unbundled basis to requesting carriers using DS1 capacity and above.

11. DEDICATED TRANSPORT

11.1. Sprint shall provide CLEC with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Sprint's Wire Centers or switches and another of Sprint's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.

11.1.1. Sprint is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of Sprint Wire Centers (i.e. entrance facilities). Further, Sprint is not obligated to provide DSO or OC-N and above Dedicated Transport facilities as a UNE.

11.2. Dedicated DS1 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS1 transport consists of Sprint interoffice transmission facilities that have a total digital signal

speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

- 11.2.1. Sprint shall unbundle DS1 transport between any pair of Sprint Wire Centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 Wire Centers. As such, Sprint will unbundle DS1 transport if a Wire Center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.
- 11.2.2. CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.
- 11.2.3. For a 12-month period beginning on March 11, 2005, any DS1 dedicated transport UNE that CLEC leases from Sprint as of that date, but which Sprint is not obligated to unbundle pursuant to Sections 11.2.1 and 11.2.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS1 dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled DS1 transport pursuant Sections 11.2.1 and 11.2.2, CLEC may not obtain new DS1 transport as unbundled Network Elements as of March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders on or before March 10, 2006, Sprint will convert the DS1 Dedicated Transport to comparable Access Services at applicable rates. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.
 - 11.2.3.1. If CLEC has ordered new UNE DS1 Dedicated Transport on routes identified on Exhibit A since March 11, 2005, those UNEs will be converted to comparable access services and the applicable rates will apply back to March 11, 2005.
- 11.2.4. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 Dedicated Transport for the identified routes 30 days after the date of the notice, subject to

the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 Dedicated Transport leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

11.2.4.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders on or before March 10, 2006, Sprint will convert the DS1 Dedicated Transport to comparable Access Services at applicable rates. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

11.3. Dedicated DS3 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS3 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

11.3.1. Sprint shall unbundle DS3 transport between any pair of Sprint Wire Centers except where, through application of tier classifications defined in this Agreement, both Wire Centers defining the route are either Tier 1 or Tier 2 wire centers. As such, Sprint will unbundle DS3 transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.

11.3.2. CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

11.3.3. For a 12-month period beginning on March 11, 2005, any DS3 dedicated transport UNE that CLEC leases from Sprint as of that date, but which Sprint is not obligated to unbundle pursuant to sections 11.3.1 and 11.3.2, shall be available for lease from the incumbent LEC at the rate on Table One. CLEC will true-up the rates paid for DS3 dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled DS3 transport pursuant to sections 11.3.1 and 11.3.2, CLEC may not obtain new DS3 transport as unbundled Network Elements. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March

11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders before the end of the twelve-month period, Sprint will convert the DS3 Dedicated Transport to comparable Access Services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

4.5.4.1. If CLEC has ordered new UNE DS3 Dedicated Transport between Wire Centers identified on Exhibit A since March 11, 2005, those UNEs will be converted to comparable access services and the applicable rates will apply back to March 11, 2005.

11.3.4. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 Dedicated Transport for the identified routes 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 Dedicated Transport leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

11.3.4.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders before the end of twelve-month period, Sprint will convert the DS3 Dedicated Transport to comparable Access Services at applicable rates. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

11.4. Technical Requirements for DS1 and DS3 Dedicated Transport

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

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

11.4.1.2. Where Sprint has technology available, Sprint shall provide 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 SONEfT (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

11.5. Dedicated Dark Fiber Transport

11.5.1. General Rules and Definition

11.5.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

11.5.1.2. Sprint will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:

11.5.1.2.1. Sprint shall unbundle dark fiber transport between any pair of Sprint Wire Centers except where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. Sprint will unbundle dark fiber transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.

11.5.1.2.2. Beginning on March 11, 2005 and for an 18-month period, any dark fiber transport UNE that CLEC leases from Sprint, where Sprint is not obligated to provide unbundled dark fiber transport, shall be available at the rates on Table One. CLEC will true-up the rates paid for dark fiber dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled dark fiber transport, CLEC may not obtain new dark fiber transport as a UNE.

11.5.1.2.3. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of March 11,

2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to June 11, 2006. By September 10, 2006, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders before September 10, 2006, Sprint will convert the Dark Fiber Dedicated Transport to comparable Access Services, if available, or disconnect the Dark Fiber facilities. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

11.5.1.3. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new Dark Fiber Dedicated Transport for the identified routes 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any Dark Fiber Dedicated Transport leased from Sprint on the date of the notice shall be available for a 18-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

11.5.1.3.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of the above notice date. By the end of the eighteen month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Dedicated Transport to comparable Access Services, if available, or disconnect the Dark Fiber facilities. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

11.5.2. Fiber Availability

- 11.5.2.1. Spare fibers in a sheath are not considered available if Sprint has plans to put the fiber in use within the current year or the following year.
- 11.5.2.2. 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 four (4) fibers and a maximum of twelve (12) fibers.
- 11.5.2.3. Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

11.5.3. Interconnection Arrangements

- 11.5.3.1. Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by CLEC to locate the optical electronic equipment necessary to "light" leased Dark Fiber.
- 11.5.3.2. The CLEC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel.
- 11.5.3.3. If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, CLEC must submit an ICB request for the purchase and installation of intraoffice cabling.
- 11.5.3.4. 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 the CLEC.

11.5.4. Dark Fiber Application and Ordering Procedure

- 11.5.4.1. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.
- 11.5.4.2. Within twenty (20) business days of receipt of DFA, Sprint will provide CLEC with a response regarding fiber availability and price.

- 11.5.4.2.1. If Dark Fiber is not available, Sprint will notify CLEC of the DFA rejection.
- 11.5.4.2.2. CLEC will follow the Dispute Resolution Process outlined in Part B of this Agreement if CLEC wishes to contest the rejection.
- 11.5.4.3. If Dark Fiber is available, CLEC will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the requested Dark Fiber for the CLEC during these ten (10) business days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- 11.5.4.4. After ten (10) business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.
- 11.5.4.5. The CLEC will submit a firm order for Dark Fiber via an access service request (ASR).
- 11.5.4.6. By submitting the Dark Fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.
- 11.5.4.7. Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow CLEC to extend due date for firm order completion up to sixty (60) business days from the date Sprint receives firm order from CLEC. This extended due date must be specified on the firm order.
- 11.5.4.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
- 11.5.4.7.1.1. CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse Sprint for all costs incurred to date; or
- 11.5.4.7.1.2. a third party submits firm order for same Dark Fiber. If this occurs, CLEC must

begin compensating Sprint for monthly recurring and non-recurring charges in order to reserve fiber, once Sprint is able to provide Dark Fiber to CLEC.

11.5.5. Maintenance and Testing

- 11.5.5.1. Sprint is only responsible for maintaining the facilities that it owns.
- 11.5.5.2. Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
- 11.5.5.3. For meet point arrangements, Sprint will conduct cooperative testing with another carrier at CLEC's request. Additional rates and charges will apply.
- 11.5.5.4. Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- 11.5.5.5. Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLEC requirements.

11.5.6. Rules for Take Back

- 11.5.6.1. Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- 11.5.6.2. Sprint will provide CLEC twelve (12) months written notice prior to taking back fiber.
- 11.5.6.3. If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
- 11.5.6.4. Sprint will provide the CLEC with alternative transport arrangements when Sprint takes back working fiber.
- 11.5.6.5. The Dispute Resolution Procedures found in Part B of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

12. COMMINGLING

- 12.1. For the purpose of this section, wholesale services includes both services CLEC procures for resale pursuant to 251(c)(4) and exchange access

service purchased from Sprint's access Tariffs.

12.1.1. CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint, subject to section **. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint subject to section 3. CLEC will compensate Sprint the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate Tariff, including any applicable resale discounts pursuant to this Agreement.

13. LINE SPLITTING

13.1. Line Splitting

13.1.1. Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.

13.1.2. Whenever CLEC purchases the unbundled loop, CLEC shall control the entire loop spectrum.

13.1.3. Sprint shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop.

13.2. When either CLEC or the other carrier orders Line Splitting using CLEC's OCN, CLEC will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Sprint will bill the other carrier for the Line Splitting charges.

14. UNE COMBINATIONS

14.1. CLEC may order UNEs either individually or in the combinations, including EEL as specifically set forth in this Section of the Agreement.

14.2. General Terms and Conditions

14.2.1. Sprint will allow CLEC to order each UNE individually in order to permit CLEC to combine UNEs with other UNEs obtained from Sprint as provided for in this Agreement, or with network components provided by itself or by third parties to provide

Telecommunications Services to its end users, if the requested 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. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, if the requested 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. CLEC will compensate Sprint the costs of work performed to combine the requested UNEs. 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 Section 3 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

- 14.3. The provisioning of combinations, including EEL, is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.
- 14.4. Specific Combinations and Pricing
 - 14.4.1. In order to facilitate the provisioning of EELs, Sprint shall support the ordering and provisioning of this specific combination as set forth below.
- 14.5. Sprint Offers the Following Combinations of Network Elements
 - 14.5.1. Embedded Base of Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the existing combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.
 - 14.5.1.1. Sprint will continue to provide existing combinations 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, to the extent Sprint is required to provide unbundled local switching as set forth in Section 10 above, at the applicable recurring charges and non-recurring charges as specified in Table One for VOICE UNE-P plus the applicable Service Order Charge until March 10, 2006. Sprint will also bill CLEC for applicable

Usage Data Recording and Transmission Charges as indicated in Table One.

- 14.5.1.2. 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 CLEC at the recurring flat rate charge reflected in Table One. Upon the implementation of the necessary operational modifications, Sprint will convert from billing CLEC based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.
 - 14.5.1.3. Reciprocal compensation for UNE-P Local Traffic and ISP-Bound Traffic that originates and terminates within the same switch shall be on a bill and keep basis.
 - 14.5.1.4. Sprint will provide originating and terminating access records to CLEC for access usage over UNE-P. CLEC will be responsible for billing the respective originating and/or terminating access charges directly to the IXC. Sprint will bill CLEC at the rate set forth in Table One for these records.
 - 14.5.1.5. Sprint will provide CLEC 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 as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 3 of this Agreement. Sprint will bill CLEC at the rate set forth in Table One for these records.
- 14.5.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.
- 14.5.2.1. Sprint will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, where Sprint is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges will apply. Sprint will cross-connect unbundled 2 or 4-wire analog or 2-wire

digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's end users.

14.5.2.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.

14.5.3. In order to obtain the EEL combinations below, a requesting CLEC must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. For existing EELs, CLEC must recertify compliance with the EELs criteria within 30 days of the Effective Date of this Agreement. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this section. Sprint will offer the following EEL Combinations:

14.5.3.1. Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.

14.5.3.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service.

14.5.3.3. Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.

14.5.3.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service.

14.5.3.5. Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.

14.5.3.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service.

14.5.3.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.

14.5.3.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.

14.5.3.9. Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

14.5.4. EEL Eligibility Criteria

14.5.4.1. CLEC must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, CLEC must have complied with registration, tariffing, filing fee, or other

regulatory requirements applicable to the provision of local voice service in the area served;

14.5.4.2. The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

4.5.4.1.1. Each circuit to be provided to each CLEC customer must be assigned one local number prior to the provision of service over the circuit;

4.5.4.1.2. Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has up to 28 local voice numbers assigned to it;

4.5.4.1.3. Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;

4.5.4.1.4. Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements:

14.5.4.2.1.1. a collocation established pursuant to section 251(c)(6) of the Act and located at Sprint's premises within the same LATA as the CLEC's customer's premises, when Sprint is not the collocator; or

14.5.4.2.1.2. a collocation located at a third party's premises within the same LATA as the CLEC's customer's premises, when Sprint is the collocator.

4.5.4.1.5. For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service interconnection trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an interconnection arrangement with Sprint for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and

4.5.4.1.6. Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

14.5.4.3. Sprint has the right, upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. Sprint will hire and pay for an independent auditor to perform the audit. CLEC will reimburse Sprint if the audit report concludes that CLEC failed to materially comply with the service eligibility criteria. Sprint may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to Sprint's audit rights in Part B of this Agreement.

15. MODIFICATIONS TO SPRINT'S EXISTING NETWORK

15.1. Modifications to Unbundled Loop

15.1.1. Sprint will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates in accordance with Table One or Sprint will provide a price quote via the ICB process.

15.1.1.1. In the case of unbundled loop facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that Sprint ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing

equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for CLEC.

15.2. Modifications to Dedicated Transport

15.2.1. Sprint will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates. Sprint will provide routine network modifications at the rates on Table One or Sprint will provide a price quote vis the ICB process.

15.2.1.1. In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable CLEC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

15.3. Loop Conditioning

15.3.1. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Sprint will condition loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Sprint recommends that CLEC utilize the Loop Make-Up process in Section 9 prior to submitting orders for loops intended for advanced services.

15.4. Sprint is not obligated to build TDM capability into new packet-

based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to end user customer provided equipment.

Exhibit A, as referenced in amended Part E in this Agreement, is attached to this Agreement in Attachment I.

PART F - INTERCONNECTION

Part F – Interconnection is amended to ADD the following:

11. SIGNALING NETWORK INTERCONNECTION

11.1. Sprint will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to Sprint's STPs via "A" links or for CLEC's "B or D" links which are dedicated to the transport of signaling for local interconnection.

11.2. Signaling Systems

11.2.1. Signaling Link Transport

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

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

11.2.2. Signaling Transfer Points (STPs)

11.2.2.1. STPs provide functionality that enable the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

11.3. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Sprint SS7 network. These functions include:

11.3.1. Sprint Local Switching or Tandem Switching;

11.3.2. Sprint Service Control Points (SCPs)/Databases if arranged for under separate agreements;

11.3.3. Third-party local or Tandem Switching systems subject to any

additional conditions or terms of the Third Party and

11.3.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.

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

11.4.1. An A-link interface from CLEC local switching systems; and

11.4.2. B- or D-link interface from CLEC STPs.

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

11.4.3.1. An A-link layer shall consist of two links,

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

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

PART K – COLLOCATION

Part K – Collocation, including Table Two, is replaced in its entirety with following:

1. SCOPE OF COLLOCATION TERMS

1.1. Sprint will provide Collocation to CLEC 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)).

1.2. Prices and fees for collocation and other services under this Agreement are contained in Table Two. 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 Table Two 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.

- 1.3. This Agreement states the general terms and conditions upon which Sprint will grant to CLEC the non-exclusive right 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 upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by Sprint or others in accordance with this Agreement.
- 1.4. CLEC will be responsible for construction of the collocation arrangement using Sprint approved contractors ("Approved Contractor") to perform the collocation work. CLEC must contract directly with an Approved Contractor for the construction of its portion of the arrangement.

2. TERMINATION OF COLLOCATION SPACE

- 2.1. CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to Sprint. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation Space. CLEC shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC's Guests; provided, however, that CLEC shall continue payment of monthly fees to Sprint until such date as CLEC has fully vacated the Collocation Space. CLEC will surrender the Collocation Space to Sprint in the same condition as when first occupied by CLEC, except for ordinary wear and tear.
- 2.2. CLEC 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.
- 2.3. Upon termination of CLEC's right to possession without termination, CLEC shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of CLEC or CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.
- 2.4. Should Sprint under any section of this Agreement remove any of CLEC's equipment from its collocation space, Sprint will deliver to CLEC any equipment removed by Sprint only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Sprint under this Agreement. Should CLEC 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 CLEC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.

- 2.5. CLEC 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.
- 2.6. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to 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 CLEC for reasonable direct costs and expenses in connection with such reclamation.
- 2.7. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

3. COLLOCATION OPTIONS

- 3.1. Cageless. Sprint will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC 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.
- 3.2. Caged. Sprint will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. Sprint will provide guidelines and specifications upon request. Based on CLEC's request, space for cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. CLEC will arrange with an Approved Contractor to construct a Collocation Arrangement enclosure at CLEC's sole expense. The Approved Contractor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Approved

Contractor shall bill CLEC directly for all work performed for CLEC and Sprint will have no liability for, nor responsibility to pay, such charges imposed by the Approved Contractor. CLEC must provide the local Sprint building contact with one Access key necessary for entering the locked enclosure. Except in case of emergency, Sprint will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

3.2.1. Sprint has the right to review CLEC's plans and specifications prior to allowing construction to start. Sprint will complete its review within fifteen (15) Days of receipt of such plans. Sprint has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Sprint can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.

3.3. 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, subject to zoning or other state and local regulations and future use by Sprint or other requesting Telecommunications Carriers pursuant to an application submitted under Section 5.

3.3.1. CLEC 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 CLEC elect such an option, CLEC must arrange with an Approved Contractor to construct an Adjacent Arrangement structure in accordance with this Agreement.

3.3.2. Sprint maintains the right to review CLEC'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 CLEC. 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 CLEC to correct any deviations from approved plans found during such inspection(s).

3.3.3. Sprint will provide AC power, as requested, subject to being

technically feasible. At its option, CLEC 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.

3.3.4. Subject to CLEC being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to CLEC to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Sprint Premises.

3.4. 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. § 51.321).

3.4.1. CLEC may lease to Sprint, at no cost to Sprint, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.

3.4.2. Virtually collocated equipment shall be purchased by CLEC. Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.

3.4.3. CLEC will arrange with an Approved Contractor to construct and install CLEC's equipment in the virtual collocation arrangement.

3.4.4. Sprint will maintain, and repair CLEC'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. CLEC will be charged labor charges as identified on Table Two. The following services are not covered by this Agreement:

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

3.4.4.2. service of attached, related, collateral or ancillary equipment or

software not covered by this Section;

3.4.4.3. repairing damage caused to CLEC's collocated equipment by persons other than Sprint, or its authorized contractors, or

3.4.4.4. repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of Sprint.

3.4.5. CLEC 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 CLEC for the benefit of Sprint and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

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

3.4.6. Sprint's preparation, if any, of the Premises (e.g., Power fusing, environmental, etc.) for the Virtual Collocation arrangement will be charged to CLEC at rates on Table Two or as filed in a tariff and approved by the Commission.

3.5. Shared (Subleased) Caged Collocation. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other

telecommunications carriers (“Guests”). CLEC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Included in this notification, will be an Augment Application that outlines the equipment to be installed by the Guest. An Augment Application Fee will only be rendered for this application in the event that additional engineering or preparation work by Sprint is required in accordance with section 77.1.2.1. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement, including that Guest 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).

- 3.5.1. As Host, CLEC 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 this Agreement); 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 a similar caged arrangement to a CLEC.
- 3.5.2. Sprint will not place unreasonable restrictions on CLEC’s use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocator.
- 3.5.3. If Host terminates a Collocation Arrangement, Host will provide Guest thirty (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.
- 3.6. Contiguous Space. To the extent possible, Sprint will provide CLEC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

4. DEMARCATION POINT

- 4.1. Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At CLEC's request, Sprint will identify the location(s) of other possible demarcation points available to CLEC, and CLEC 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 CLEC's equipment that is available.
- 4.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 4.3. At CLEC'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 CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to CLEC at its equipment, at CLEC's designated demarcation point. When CLEC elects to install its own POT frame/cabinet, CLEC will be responsible for providing and installing the required DC power panel.

5. APPLICATION PROCESS

- 5.1. Upon CLEC'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 CLEC. CLEC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.
 - 5.1.1. CLEC will complete the Application, and return it 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 a collocation request until a complete Application and all required documents are submitted.
 - 5.1.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may

include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.

5.1.2.1. There are two levels of augments, minor and major. Minor augments include things such as DC power fuse changes or extensions of AC electric circuits for occasional use outlets and lights where sufficient circuit capacity is available. Major augments include things such as additions or removals of cross connect cables, power cables, entrance cables and all requests for additional physical collocation space (caged or cageless).

- 5.2. Sprint will bill CLEC for the Application Fee (or Augment Application Fee) within thirty (30) days of Sprint's response to Application request.
- 5.3. If CLEC wishes Sprint to consider multiple methods for collocation on a single Application, CLEC 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 CLEC provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Sprint will not select for CLEC the type of collocation to be ordered.
- 5.4. Within ten (10) Days after receiving CLEC's Application for collocation, Sprint will inform CLEC whether the Application meets each of Sprint's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, CLEC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs CLEC that there is a deficiency in an Application, Sprint will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.
- 5.5. All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC 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. CLEC will be required to pay any applicable Application fees.

- 5.6. Sprint shall provide confirmation of space availability within ten (10) 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) Days for every five (5) additional Applications received.
 - 5.6.1. Sprint will notify CLEC 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.
 - 5.6.2. 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.
- 5.7. After notifying CLEC that Sprint has no available space in the requested Central Office (“Denial of Application”), Sprint will allow CLEC, upon request, to tour the entire Central Office within ten (10) 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) Days of the Denial of Application.
 - 5.7.1. If CLEC 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.
 - 5.7.2. 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.
 - 5.7.3. 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 CLEC has been denied space at a Sprint Premises and challenges Sprint on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its collocation request within thirty (30) Days of such

notification; otherwise, it will be dropped to the bottom of the list. Upon request, Sprint will advise CLEC as to its position on the list.

- 5.7.4. If CLEC's Application for Physical Collocation is denied due to lack of space, Sprint will place CLEC on the waiting list for collocation in particular Premises according to the date CLEC submitted its Application and not the date of denial for lack of space.
- 5.7.5. Sprint will maintain on its Website a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 5.8. Sprint will provide a price quote within ten (10) 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) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 5.9. CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) 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, CLEC does not notify Sprint that physical collocation should proceed.
- 5.10. CLEC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a Bona Fide Firm Order (BFFO). Space preparation for the Collocation Space will not begin until Sprint receives the BFFO. If CLEC 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, CLEC's Application will be treated as a Revision.
- 5.11. All applicable fees, including the administrative, project management and transmission engineering fees, will be billed within thirty (30) of the BFFO.

6. SPACE RESERVATION

- 6.1. The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 5. 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.

7. PROVISIONING INTERVALS

- 7.1. Sprint will complete its work associated with the provisioning of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of receipt of a BFFO. Sprint will complete its work associated with the provisioning of Adjacent Collocation arrangements (as defined in 3.3) within one hundred-twenty (120) Days of receipt of a BFFO. If Sprint is unable to complete its work as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver.

8. CONSTRUCTION AND COMMENCEMENT OF BILLING

- 8.1. An Approved Contractor, is required to perform the construction of physical collocation space, provided however, that any such Approved Contractor shall be subject to Sprint's security standards. Sprint reserves the right to reject any CLEC subcontractor upon the same criteria that Sprint would use on its own subcontractors. CLEC will notify Sprint in writing when construction of physical collocation space is complete.
- 8.2. Sprint shall have the right to inspect CLEC's construction of physical collocation arrangement, completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to Sprint when CLEC 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 CLEC that Sprint is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify CLEC 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. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation of CLEC's collocation arrangement and CLEC's Collocated equipment and facilities, CLEC shall correct any deviations within five (5) Days after the walk through and prior to turning up its equipment and facilities.
- 8.3. Sprint will complete its work associated with the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by Sprint as the result of any Revision to the Collocation request. CLEC will pay all applicable fees, including any

nonrecurring charges required by Sprint.

- 8.4. CLEC 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 CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC'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, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. Sprint must advise CLEC if extraordinary costs will be incurred.
- 8.5. 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.
- 8.6. Sprint will notify CLEC 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 CLEC's original or jointly amended requirements within five (5) Days after the walk through. If CLEC does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, CLEC will be deemed to have accepted the Collocation Space and billing will commence.
- 8.7. If CLEC occupies the space prior to the acceptance walk through, billing will commence effective the date of occupancy.
- 8.8. CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC 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.

9. EQUIPMENT

- 9.1. CLEC 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).

- 9.2. CLEC'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.
- 9.3. 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 CLEC that are more stringent than the safety requirements it imposes on its own equipment. If Sprint denies collocation of CLEC's equipment, citing safety standards, Sprint must provide to CLEC 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 CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) 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, CLEC will not activate the equipment during the pendency of the dispute.
- 9.4. CLEC must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If CLEC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within one-hundred-eighty (180) Days of CLEC's acceptance of Sprint's price quote, or other time period mutually agreed to by CLEC and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. CLEC 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.

10. AUGMENTS AND ADDITIONS

- 10.1. When CLEC 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 CLEC's operation. CLEC will notify Sprint of the modifications or additional equipment prior to installation.
- 10.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application

(augment request) detailing all information regarding the modification to the Collocation Space. 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.

- 10.3. Sprint will bill CLEC for the Application Fee within thirty (30) days of Sprint's response to Application request.
- 10.4. CLEC must submit an Application and applicable Application fee to obtain a price quote. CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for CLEC's point of termination. Sprint will not process an augment collocation request until a complete Augment Application and all required documents are submitted. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed forty-five (45) Days from BFFO. If special or major construction is required, Sprint will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for augments.

11. USE OF COMMON AREAS

- 11.1. CLEC, 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 for vehicles of persons while working for or on behalf of CLEC 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 CLEC'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 CLEC's right to access its Collocation Space.
- 11.2. 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 CLEC, Sprint and any other building occupant. CLEC shall not waste or permit the waste of water.
- 11.3. 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 CLEC's Collocation Space. Sprint shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or CLEC equipment unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.

- 11.4. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by Approved Contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

12. CO-CARRIER CROSS CONNECTION

- 12.1. For the term of this agreement, unless earlier terminated, Sprint shall furnish co-carrier cross-connects in compliance with 47 C.F.R. 51.323(h).
- 12.2. Co-carrier cross-connects ("CCXCs") are connections between CLEC and another collocated telecommunications carrier other than Sprint, and are 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 also used for interconnection with Sprint and/or for access to Sprint's unbundled network elements. Sprint shall provide such CCXCs from CLEC's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Sprint premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLEC to another telecommunications carrier.
 - 12.2.1. Sprint will provide such CCXCs for non-adjacent collocation arrangements at the expense of CLEC per CLEC's request. Sprint will provide connections between CLEC's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of CLEC and provisioned per CLEC's order.
 - 12.2.2. Sprint, at its sole discretion, shall permit CLEC to self-provision CCXCs to interconnect its network with that of another adjacently collocated telecommunications carrier in the same Sprint premises without application.
 - 12.2.3. In those cases where CLEC's virtual and/or physical collocation space is adjacent in the central office, CLEC may have the option, at Sprint's sole discretion, of using CLEC's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support

structure according to Sprint's technical and safety standards.

- 12.3. The term "Adjacent" in this Section 85 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 47 C.F.R. 51.323(k)(3).

13. RATES

- 13.1. The rates for collocation are listed on Table Two.
- 13.2. If CLEC is the first collocater in the Sprint premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 13.3. 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 CLEC's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Sprint benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Sprint be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade.
- 13.4. Facility Modifications
 - 13.4.1. 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.
 - 13.4.2. 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.
 - 13.4.3. 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.

13.4.4. 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 as a result of the modification, the subsequent party may pay a lower cost.

13.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

14. SPRINT SERVICES AND OBLIGATIONS

14.1. 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 CLEC to Sprint in its Application which CLEC hereby represents to Sprint is sufficient to allow CLEC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

14.1.1. If CLEC 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 CLEC's equipment or facilities shall be paid by CLEC to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC 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.

14.2. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is

insufficient to support the activity being carried on by CLEC in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space. CLEC shall also pay for additional electricity provided via these circuits.

14.2.1. CLEC covenants and agrees that Sprint shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.

14.2.2. CLEC 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 CLEC's equipment shall not exceed the requested capacity.

14.2.3. Central office power supplied by Sprint into CLEC equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.

14.2.4. Sprint shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, interconnection, or provision of service.

14.2.5. Sprint power equipment supporting CLEC's equipment shall:

14.2.5.1. Comply with applicable industry standards (e.g., Telcordia, 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;

14.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the

equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar Sprint equipment;

14.2.5.3. Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;

14.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of CLEC equipment plus or minus 2 feet to the left or right of CLEC's final request; and

14.2.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.

14.2.6. Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;

14.2.7. 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.

14.2.8. Sprint will provide CLEC 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 CLEC equipment located in Sprint facility. Sprint shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.

14.3. Subject to the provisions of Section 14.3.3 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.

14.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.

14.3.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and CLEC 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 CLEC with notice of its intent to access CLEC'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 CLEC, its employees, agents or invitees, in which case CLEC shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, CLEC shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify Sprint.

14.3.3. CLEC 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.

14.4. 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.

14.4.1. 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 CLEC. If Sprint shall fail to

commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by CLEC, CLEC'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.

14.4.2. Sprint shall, where practical, provide CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Sprint. CLEC shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

14.4.3. 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 CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to Sprint within ten (10) Days after being billed for the repairs and maintenance by Sprint.

14.5. Sprint shall provide CLEC 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 CLEC by e-mail 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.

14.6. 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 CLEC'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.

- 14.6.1. No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render Sprint liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.
- 14.7. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, CLEC 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.
- 14.7.1. 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 CLEC'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 its third party contractors.
- 14.7.2. 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 is not responsible 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, unless the damage is the result of gross negligence or willful misconduct on the part of Sprint.
- 14.8. Sprint shall have access to CLEC'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 CLEC'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 CLEC's Collocation Space has been established, and if conditions permit, Sprint will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be

present at the time of access. CLEC 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.

14.8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC'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.

14.8.2. 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 CLEC from the Collocation Space or any portion thereof.

15. CLEC'S OBLIGATIONS

15.1. CLEC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLEC 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). CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.

15.2. CLEC agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:

15.2.1. CLEC must obtain non-employee photo identification cards for each CLEC employee or Approved Contractor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation Space.

15.2.2. CLEC will supply to Sprint the completed access form for employees or Approved Contractor who require access to the Premises. Sprint may reasonably deny access to any person 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.

- 15.2.3. Sprint may issue security cards, codes, or keys to CLEC's listed employees or Approved Contractor where such systems are available and their use by CLEC will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.
- 15.2.4. CLEC is responsible for returning identification and security 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. CLEC will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.
- 15.2.5. CLEC's employees, agents, invitees and Approved Contractors must display identification cards at all times.
- 15.2.6. CLEC will assist Sprint in validation and verification of identification of its employees, agents, invitees and Approved Contractors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
- 15.2.7. 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 CLEC than Sprint requires for its own employees or Sprint's contractors.
- 15.2.8. Before leaving the Collocation Space unattended, CLEC 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 CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this section.
- 15.2.9. CLEC agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to CLEC, to CLEC personnel while on Sprint Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 15.2.10. CLEC 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. CLEC shall promptly update this information as changes occur.

- 15.3. CLEC 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 CLEC facility. CLEC shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 15.4. CLEC shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Sprint premises. The customer 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.
- 15.5. CLEC shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 15.6. CLEC shall provide Sprint with written notice three (3) Business Days prior to those instances where CLEC or its Approved Contractors perform work, which is to be a known service affecting activity. CLEC will inform Sprint by e-mail 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 CLEC learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.
- 15.7. CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.
- 15.8. CLEC shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
 - 15.8.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by Sprint and CLEC shall reimburse Sprint for the cost

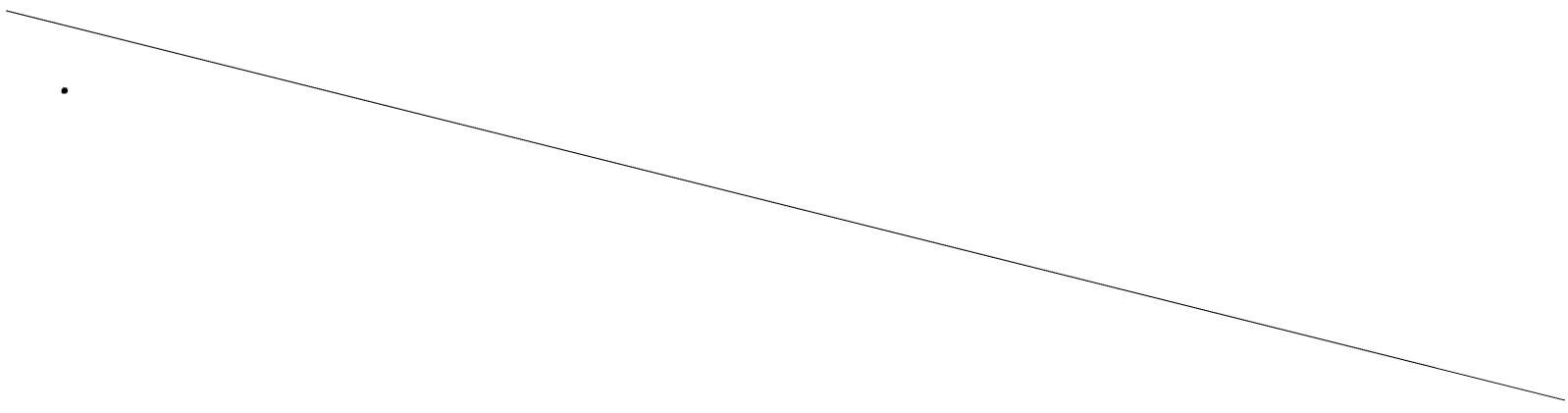
thereof in the same proportion as the size of CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.

15.9. CLEC shall identify and shall notify Sprint in writing of any Hazardous Materials CLEC 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.*). CLEC, 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. CLEC will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

15.9.1. CLEC shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.

15.9.2. If Sprint discovers that CLEC 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. CLEC 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. CLEC 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, CLEC shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.

- 15.9.3. CLEC 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, CLEC's use, storage or disposal of Hazardous Materials.
- 15.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.
- 15.10. CLEC 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. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.
- 15.10.1. CLEC 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. CLEC agrees to provide Sprint with equipment profile information prior to installation authorization.
- 15.10.2. CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the



Collocation Space, without the prior written consent of Sprint.

15.10.3. CLEC shall not use the name of the Building or Sprint for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.

15.10.4. CLEC 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.

15.10.5. CLEC 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. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

15.10.6. CLEC 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.

15.10.7. CLEC shall not use the Collocation Space for housing, lodging or sleeping purposes.

15.10.8. CLEC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.

15.10.9. CLEC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.

15.11. CLEC, its employees, agents, contractors, and business invitees shall:

15.11.1. comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and

15.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.

15.12. CLEC 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 CLEC.

15.12.1. 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. CLEC shall permit Sprint to inspect all construction operations within the Collocation Space.

15.12.2. 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 CLEC 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 CLEC to remove such fixtures and installations, alterations or additions at CLEC'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.

15.12.3. All fixtures and other equipment to be used by CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.

- 15.13. CLEC 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 CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. 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 CLEC, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by CLEC with Sprint-approved fire barrier sealants, or by Sprint at CLEC's cost.
- 15.14. CLEC equipment shall be connected to Sprint's grounding system.
- 15.15. CLEC hereby represents and warrants that the information provided to Sprint in any Application or other documentation relative to CLEC'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 CLEC 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.

16. BUILDING RIGHTS

- 16.1. Sprint may, without notice to CLEC:
 - 16.1.1. Change the name or street address of the Premises;
 - 16.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
 - 16.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
 - 16.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLEC's safes;
 - 16.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
 - 16.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such

a manner as Sprint shall direct and in all events at CLEC's sole risk and responsibility;

16.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Sprint shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;

16.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;

16.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC 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;

16.1.10. Close the Building at such reasonable times as Sprint may determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to CLEC's right to access.

16.2. 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.

16.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

17. INSURANCE

- 17.1. During the term of this Agreement, CLEC 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:
 - 17.1.1. 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;
 - 17.1.2. 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;
 - 17.1.3. 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
 - 17.1.4. 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
 - 17.1.5. "All Risk" property insurance on a full replacement cost basis insuring CLEC's property situated on or within the Property, naming Sprint as loss payee. CLEC 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.
- 17.2. Nothing contained in this Section shall limit CLEC's liability to Sprint to the limits of insurance certified or carried.
- 17.3. All policies required of CLEC 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.
- 17.4. CLEC 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.

17.5. Sprint will carry not less than the insurance coverages and limits required of CLEC.

18. INDEMNIFICATION

18.1. CLEC shall indemnify and hold Sprint harmless from any and all claims arising from:

18.1.1. CLEC's use of the Collocation Space;

18.1.2. the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation Space or elsewhere;

18.1.3. any and all claims arising from any breach or default in the performance of any obligation on CLEC's part to be performed under the terms of this Agreement; and

18.1.4. any negligence of CLEC, or any of CLEC's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

18.2. If any action or proceeding is brought against Sprint by reason of any such claim, CLEC, upon notice from Sprint, shall defend same at CLEC's expense employing counsel satisfactory to Sprint. CLEC, 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 CLEC hereby waives all claims in respect thereof against Sprint.

18.3. CLEC shall at all times indemnify, defend, save and hold harmless Sprint from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation Space. CLEC shall give Sprint written notice at least ten (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 CLEC's liability under this Section.

18.3.1. 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, CLEC shall give Sprint written notice thereof as soon as CLEC obtains such knowledge.

18.3.2. CLEC shall, at its expense, within thirty (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 CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the thirty-day period.

18.3.3. If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

19. LIMITATION OF LIABILITY

19.1. SPRINT SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY SPRINT'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

19.2. 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.

20. PARTIAL DESTRUCTION

20.1. 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. CLEC's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, Sprint notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation Space. If Sprint does not elect to terminate CLEC's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.

20.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, CLECs, customers or business invitees, unless Sprint otherwise elects, CLEC's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, CLEC

shall reimburse Sprint for the cost of such repairs, or CLEC shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.

- 20.3. If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within ninety (90) Days of such casualty, terminate CLEC's rights to the applicable Collocation Space by giving written notice of its intent to terminate CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

21. EMINENT DOMAIN

- 21.1. 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, CLEC'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 CLEC'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 CLEC for such cancellation, and CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

22. BANKRUPTCY

- 22.1. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC'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.

23. ASBESTOS

- 23.1. CLEC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building

materials, and CLEC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). CLEC 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 CLEC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. CLEC 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 CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide CLEC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC'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.

24. MISCELLANEOUS

- 24.1. CLEC 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.
- 24.2. 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 CLEC.
- 24.3. 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 CLEC by implication or otherwise unless expressly set forth herein.
- 24.4. In the event of work stoppages, Sprint may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any emergency operating procedures established by Sprint to deal with work stoppages.
- 24.5. The individuals executing this Agreement on behalf of CLEC represent and warrant to Sprint they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

Table Two

Rate Element Description		
Physical Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	\$ 2,758.17	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 4,935.51	N/A
Minor Augment Fee	\$ 801.43	N/A
Minor Augment - Administrative & Project Management Fee	\$ 581.58	N/A
Minor Augment - Transmission Engineering Fee	\$ 569.49	N/A
Major Augment Fee	\$ 1,613.28	N/A
Major Augment - Administrative & Project Management Fee	\$ 1,451.88	N/A
Major Augment - Transmission Engineering Fee	\$ 1,672.88	N/A
Space Report (per wire center)	\$ 857.94	N/A
Security Cage Construction		
Security Cage - Engineering	\$ 688.54	N/A
Security Cage - Construction (per Linear Foot)	**	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	\$ 7.87
DC Power		
Power Costs (per Load Ampere Ordered)	N/A	\$ 15.81
Power Cost connections - space to Power Plant up to 30 Amps	**	\$ 5.59
Power Cost connections - space to Power Plant 31-60 Amps	**	\$ 7.90
Power Cost connections – space/engineering to Power Plant 61-100 Amps	\$ 533.90 **	\$ 16.88
Additional Cost per Foot Over 110 Linear Feet	\$ 2.42 **	\$ 0.24
Power Costs connection – space/engineering to Power Plant 101-200 Amps	\$ 533.90 **	\$ 34.02
Additional Cost per Foot Over 110 Linear Feet	\$ 2.42 **	\$ 0.45
AC Power		
AC Outlet Engineering (per 20 amp convenience outlet)	\$ 106.78 **	N/A
Overhead Lights Engineering (per set of 2)	\$ 106.78 **	N/A
Cross Connect Facilities		
CAT5/6 Cable Space (per cable)	**	\$ 2.34
CAT5/6 Co-Carrier Direct Cabling Space (per cable)	**	\$ 2.34
DS0 Switchboard Cable Space (per 100-Pair Cable)	**	\$ 2.34
DS0 Co-Carrier Direct Cabling Space (per 100-Pair Cable)	**	\$ 2.34
DS1 Cross Connect Cable Space (per DS1 in 28-pack Increments)	**	\$.12
DS1 Co-Carrier Direct Cabling Space (per DS1 28-pack Cable)	**	\$ 3.32
DS3 Cross Connect Space (per DS3 in 12-pack Increments)	**	\$.31
DS3 Co-Carrier Direct Cabling Space (per DS3 12-pack Cable)	**	\$ 3.77
Optical Cross-Connect Space (per 4-Fiber Cable)	**	\$ 7.41
Optical Cross-Connect Space (per 2-Fiber Cable) ***	**	\$ 3.70

Optical Co-Carrier Direct Cabling Space (per 4-Fiber Cable)	**	\$ 7.41
Optical Co-Carrier Direct Cabling Space (per 2-Fiber Cable) ***	**	\$ 3.70
Internal Cable Space (per 48-Fiber Cable)	N/A	\$ 30.89
Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	\$ 20.76
Internal Cable Space Engineering (per 48-Fiber Cable)	\$ 1,074.69	
Internal Cable Space Engineering (per 100-Pair Copper Stub Cable)	\$ 185.30	

Physical Collocation Elements <i>(continued)</i>	Non-Recurring Rate	Monthly Recurring Rate
Security Card		
Security Card (per Card)	\$ 15.00	N/A
Additional Labor Charges (Physical or Virtual)		
Additional Labor 1/4 hour CO Technician - Regular	\$ 17.48	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 26.22	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 34.96	N/A
Additional Labor 1/4 hour CO Engineer	\$ 15.66	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 14.55	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 21.83	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 29.10	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 12.28	N/A
Adjacent Onsite Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB
Remote Terminal Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB

** Customer is responsible for contracting for construction through approved third-party vendors. These prices are for Sprint's portion of the work required and do not include the customer's charges from their vendor.

*** Rate determined through ICB process and subsequent study after initial request.

The Agreement is amended to ADD the following new Part:

PART L – CALL-RELATED DATABASES

1. CALL-RELATED DATABASES

- 1.1. Sprint will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.
 - 1.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Sprint's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a CNAM response.
 - 1.1.2. 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 CLEC's switch. Use of Sprint's Toll Free Database by CLEC 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.
 - 1.1.3. Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC'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 CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.
 - 1.1.3.1. CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, 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.

1.1.3.2. 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 CLEC 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 CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other Sprint companies.

The Agreement is amended to ADD the following new Part:

PART M – LINE SHARING

1. LINE SHARING

1.1 General Terms

1.1.1. Under this Agreement, Sprint will not provide access to the HFPL for line sharing by CLEC except pursuant to the following terms and conditions.

1.1.2. For HFPLs that are in service prior to October 2, 2003, Sprint will continue to bill HFPL at the rate that was effective for that arrangement on October 2, 2003 as long as that HFPL remains in service to the particular CLEC end-user premises.

1.1.3 For HFPL ordered October 2, 2003 to October 1, 2004 and remaining in service to the particular CLEC end-user premises during the period October 2, 2004 and October 1, 2005, the rate billed for HFPL will be 50% of the xDSL capable UNE Loop rate found in Table 1.

1.1.4. For HFPL ordered October 2, 2003 to October 1, 2004 and remaining in service to the particular CLEC end-user premises during the period October 2, 2005 and October 1, 2006, the rate billed for HFPL will be 75% of the xDSL capable UNE Loop rate found in Table One.

1.1.5. After October 1, 2006, CLEC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

1.2. Sprint Line Sharing provided HFPL to CLEC 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.

1.3. In the event that the end user being served by CLEC via HFPL terminates its Sprint-provided retail voice service, or when Sprint provided retail voice service is disconnected due to “denial for non-pay,” Sprint shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that end user. If CLEC notifies Sprint that it chooses this option, CLEC and Sprint shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If CLEC declines to purchase the entire stand alone UNE digital loop, Sprint may terminate the HFPL.

- 1.4. Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE digital loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates; if:
 - 1.4.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and
 - 1.4.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).
- 1.5. Any additional maintenance of service conducted at CLEC's request by Sprint on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Sprint and CLEC.
- 1.6. Deployment and Interference
 - 1.6.1. In providing services utilizing the HFPL, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
 - 1.6.2. For any technology, CLEC 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 plant, 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 service if CLEC violates this provision. The termination of service will be limited to CLEC'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, CLEC demonstrates that their use of the network element is not the cause of the network harm

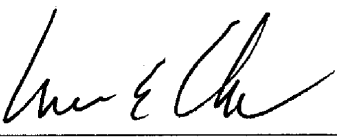
5. MISCELLANEOUS TERMS AND CONDITIONS

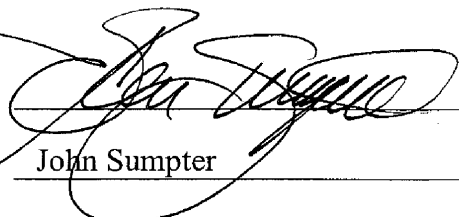
- 5.1 Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Adopted Agreement, this Adopted Agreement will control.
- 5.2 This Agreement, executed by authorized representatives of Sprint and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Agreement to be executed by its duly authorized representatives.

“Sprint”

Pac-West Telecomm, Inc.

By: 
Name : William E. Cheek
Title: President, Wholesale Markets
Date: 2/1/06

By: 
Name: John Sumpter
Title: Vice President, Regulatory
Date: January 25, 2006

ATTACHMENT I

Exhibit A – TRRO Wire Center Thresholds

As of April 22, 2005

LOOPS

Wire Centers exceeding the UNE Loop DS1 Threshold (60,000 Business Access Lines and 4 fiber based collocators)

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
NV	West 6	LSVGNVXK

Wire Centers exceeding the UNE Loop DS3 Threshold (38,000 Business Access Lines and 4 fiber-based collocators)

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
NV	Main	LSVGNVXB
NV	South 5	LSVGNVXG
NV	West West	LSVGNVXW

TRANSPORT

Tier 1 Wire Centers for UNE Dedicated Transport

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
FL	Altamonte Springs	ALSPFLXA	NV	West 6	LSVGNVXK
FL	Fort Myers	FTMYFLXA	NV	South 6	LSVGNVXL
FL	Maitland	MTLDFLXA	NV	South South	LSVGNVXV
FL	Tallahassee	TLHSFLXA	NV	West West	LSVGNVXW
FL	Winter Park	WNPKFLXA	TN	Bristol	BRSTTNXA
NV	Main	LSVGNVXB	TN	Johnson City	JHCYTNXC
NV	South 5	LSVGNVXG	TN	Kingsport	KGPTTNXA

Tier 2 Wire Centers for UNE Dedicated Transport

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
FL	Goldenrod	GLRDFLXA
FL	Lake Brantley	LKBRFLXA
FL	Tallahassee	TLHSFLXD
MO	Jefferson City	JFCYMOXA
NV	East 1	LSVGNVXR
NC	Fayetteville	FYVLNCXA
NC	Rocky Mount	RCMTNCXA

All other Sprint Wire Centers are currently considered Tier 3 Wire Centers for UNE Dedicated Transport