



Susan S. Masterton  
Attorney

Law/External Affairs  
Post Office Box 2214  
1313 Blair Stone Road  
Tallahassee, FL 32316-2214  
Mailstop FTLH00107  
Voice 850 599 1560  
Fax 850 878 0777  
susan.masterton@mail.sprint.com

ORIGINAL

December 8, 2000

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

RECEIVED-FPSC  
00 DEC - 8 PM 4: 38  
RECORDS AND REPORTING

001771-TP

Re: Petition of Sprint-Florida, Incorporated  
for Approval of an Interconnection and Resale  
Agreement with XO Florida, Inc.

Dear Ms. Bayo:

Enclosed for filing is the original and five (5) copies of  
Sprint-Florida, Inc.'s Petition for approval of an  
Interconnection and Resale Agreement with XO Florida, Inc.

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

Thank you for your assistance in this matter.

Sincerely,

*Susan S. Masterton*

Susan S. Masterton

SSM/th

Enclosures

RECEIVED & FILED  
*Max*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
15815 DEC-88  
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

In re: Petition for Approval )  
of Interconnection and Resale )  
Agreement Between )  
Sprint- Florida, Incorporated and )  
XO Florida, Inc. )

Docket No.

001771-JP

Filed: December 8, 2000

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

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

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

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

DOCUMENT NUMBER-DATE

15815 DEC-88

FPSC-RECORDS/REPORTING

3. In accordance with the above provisions, Sprint-Florida has entered an Agreement with XO Florida, Inc., which is or will be a carrier certificated as an alternative local exchange carrier as that term is defined in Section 364.02(1), Florida Statutes (1996). This Agreement was executed on November 28, 2000, and is attached hereto as Attachment A.

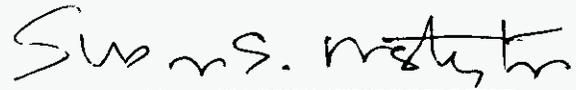
4. Under the Federal Act, an agreement can be rejected by the State Commission only if the commission finds that the agreement or any portion thereof discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public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

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

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

Respectfully submitted this 8th day of December, 2000.

Sprint-Florida, Incorporated

A handwritten signature in black ink, reading "Susan S. Masterton", written over a horizontal line.

Susan S. Masterton

Attorney

Sprint-Florida, Incorporated

Post Office Box 2214

MS: FLTLHO0107

Tallahassee, Florida 32316

850/599-1560



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

*October 1, 2000*

*XO Florida, Inc.*

*And*

*Sprint - Florida, Inc.*

## TABLE OF CONTENTS

Page No.

### **PART A - DEFINITIONS**

1. DEFINED TERMS.....	2
-----------------------	---

### **PART B – GENERAL TERMS AND CONDITIONS**

1. SCOPE OF THIS AGREEMENT .....	14
2. REGULATORY APPROVALS .....	14
3. TERM AND TERMINATION .....	17
4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS .....	18
5. CHARGES AND PAYMENT .....	18
6. AUDITS AND EXAMINATIONS .....	19
7. INTELLECTUAL PROPERTY RIGHTS.....	20
8. LIMITATION OF LIABILITY .....	21
9. INDEMNIFICATION.....	21
10. BRANDING.....	22
11. CONFIDENTIALITY AND PUBLICITY .....	23
12. DISCLAIMER OF WARRANTIES .....	24
13. ASSIGNMENT AND SUBCONTRACT .....	24
14. GOVERNING LAW .....	25
15. RELATIONSHIP OF PARTIES .....	25
16. NO THIRD PARTY BENEFICIARIES.....	25
17. NOTICES.....	25
18. WAIVERS.....	26
19. SURVIVAL.....	26
20. FORCE MAJEURE .....	27
21. DISPUTE RESOLUTION .....	27
22. COOPERATION ON FRAUD.....	28
23. TAXES .....	28

24. AMENDMENTS AND MODIFICATIONS.....	29
25. SEVERABILITY.....	29
26. HEADINGS NOT CONTROLLING.....	29
27. ENTIRE AGREEMENT.....	29
28. COUNTERPARTS.....	29
29. SUCCESSORS AND ASSIGNS.....	29
30. IMPLEMENTATION PLAN.....	30
31. FEDERAL JURISDICTIONAL AREAS.....	31
<b>ATTACHMENT I GENERAL PRINCIPLES</b>	
1. PRICE SCHEDULE.....	33
2. LOCAL SERVICE RESALE.....	33
3. INTERCONNECTION AND RECIPROCAL COMPENSATION.....	33
4. UNBUNDLED NETWORK ELEMENTS.....	34
5. OSS COST RECOVERY.....	34
6. TABLE 1 ATTACHMENT I FLORIDA XO PRICES.....	34
<b>ATTACHMENT II LOCAL RESALE</b>	
1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE.....	59
2. GENERAL TERMS AND CONDITIONS.....	59
<b>ATTACHMENT III NETWORK ELEMENTS</b>	
1. GENERAL.....	62
2. UNBUNDLED NETWORK ELEMENTS.....	62
3. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING.....	63
4. NETWORK INTERFACE DEVICE.....	64
5. LOOP.....	65
6. SUBLOOPS.....	68
7. LOCAL SWITCHING.....	69
8. TANDEM SWITCHING.....	71
9. TRANSPORT.....	72

10.	SIGNALING SYSTEMS AND DATABASES .....	73
11.	OPERATIONS SUPPORT SYSTEMS (OSS) .....	78
12.	DARK FIBER.....	78
13.	LOOP FREQUENCY UNBUNDLING .....	81
14.	COMBINATION OF NETWORK ELEMENTS .....	85
15.	FORECAST .....	87
16.	INDEMNIFICATION.....	87
17.	LOOP MAKE-UP INFORMATION .....	88
<b>ATTACHMENT IV INTERCONNECTION</b>		
1.	LOCAL INTERCONNECTION TRUNK ARRANGEMENT .....	90
2.	INTERCONNECTION COMPENSATION MECHANISMS .....	91
3.	SIGNALING.....	92
4.	NETWORK SERVICING .....	92
5.	NETWORK MANAGEMENT .....	94
6.	USAGE MEASUREMENT .....	94
7.	TRANSIT TRAFFIC .....	95
8.	RESPONSIBILITIES OF THE PARTIES .....	96
<b>ATTACHMENT V INTERIM NUMBER PORTABILITY</b>		
1.	SPRINT PROVISION OF INTERIM NUMBER PORTABILITY .....	98
2.	INTERIM NUMBER PORTABILITY .....	98
3.	REQUIREMENTS FOR INP .....	99
<b>ATTACHMENT VI LOCAL NUMBER PORTABILITY</b>		
1.	INTRODUCTION.....	102
2.	TRANSITION FROM INP TO LNP .....	103
3.	TESTING.....	103
4.	ENGINEERING AND MAINTENANCE .....	103
5.	E911/911.....	104
6.	BILLING.....	104

**ATTACHMENT VII GENERAL BUSINESS REQUIREMENTS**

1. PROCEDURES ..... 105

2. ORDERING AND PROVISIONING ..... 106

3. BILLING..... 113

4. PROVISION OF SUBSCRIBER USAGE DATA ..... 114

5. GENERAL NETWORK REQUIREMENTS ..... 119

6. MISCELLANEOUS SERVICES AND FUNCTIONS ..... 121

**ATTACHMENT VIII REPORTING STANDARDS**

1. GENERAL ..... 137

**ATTACHMENT IX MASTER COLLOCATION LICENSE ATTACHMENT**

1. DEFINITIONS. .... 138

2. TERM [THIS SECTION INTENTIONALLY LEFT BLANK] ..... 139

3. SCOPE OF ATTACHMENT. .... 139

4. PHYSICAL COLLOCATION PROCESS..... 139

5. USE OF COMMON AREAS. .... 142

6. SPRINT'S SERVICES AND OBLIGATIONS. .... 143

7. LICENSEE'S OBLIGATIONS. .... 153

8. RIGHTS RESERVED TO SPRINT. .... 163

9. INSURANCE. [THIS SECTION INTENTIONALLY LEFT BLANK.] ..... 165

10. INDEMNIFICATION. [THIS SECTION INTENTIONALLY LEFT BLANK.] ..... 165

11. LIMITATION OF LIABILITY. [SECTION INTENTIONALLY LEFT BLANK.] ..... 165

12. PARTIAL DESTRUCTION..... 165

13. EMINENT DOMAIN..... 165

14. LICENSE TERMINATION. .... 166

15. DEFAULT OF SPRINT. [THIS SECTION INTENTIONALLY LEFT BLANK.] ..... 167

16. DEFAULT OF LICENSEE. [THIS SECTION INTENTIONALLY LEFT BLANK.] ..... 167

17. REMEDIES OF SPRINT. .... 167

18. BANKRUPTCY..... 168

<b>19. CONFIDENTIALITY AND PUBLICITY. [THIS SECTION INTENTIONALLY LEFT BLANK.] ...</b>	<b>168</b>
<b>20. ASBESTOS.....</b>	<b>168</b>
<b>21. SUBORDINATION.....</b>	<b>168</b>
<b>22. EXHIBIT A SPRINT AFFILIATED LOCAL TELEPHONE COMPANIES .....</b>	<b>169</b>
<b>EXHIBIT B SITE COLLOCATION LICENSE AGREEMENT .....</b>	<b>170</b>
<b>EXHIBIT C PRICE LIST .....</b>	<b>173</b>

## **INTERCONNECTION AND RESALE AGREEMENT**

This Interconnection and Resale Agreement (the "Agreement"), entered into this 1<sup>st</sup> day of October, 2000, is entered into by and between XO Florida, Inc. ("XO"), a Washington corporation, and Sprint - Florida, Inc. ("Sprint"), a Florida corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

The Parties agree that, by entering into this Agreement, they are doing so without prejudice to or waiver of any of their positions, whether policy, legal or otherwise. The Parties further agree that this Agreement may not be offered by either Party in any jurisdiction as evidence of any concession or as a waiver of any position taken by either Party or for any other purpose.

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

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

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

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

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

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

## **PART A – DEFINITIONS**

### **1. DEFINED TERMS**

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.2. “911 Site Administrator” is a person assigned by XO to establish and maintain E911 service location information for its subscribers.
- 1.3. “911 Service” means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.4. “Access Service Request (ASR)” means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between XO and Sprint for Local Interconnection.
- 1.5. “Access Services” refers to interstate and intrastate switched access and private line transport services.
- 1.6. “Act” means the Communications Act of 1934, as amended.
- 1.7. “Affiliate” is as defined in the Act.
- 1.8. “Ancillary Traffic” means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
  - 1.8.1. Directory Assistance;
  - 1.8.2. 911/E911;
  - 1.8.3. Operator call termination (busy line interrupt and verify); and Information services requiring special billing (e.g., 900 and 950).
- 1.9. “Automated Message Accounting (AMA)” is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

- 1.10. "Automatic Location Identification (ALI)" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address.
- 1.11. "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
- 1.12. "ALI Gateway" is a telephone company computer facility that interfaces with XO's 911 administrative site to receive Automatic Location Identification data from XO.
- 1.13. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.14. "Automatic Route Selection (ARS)" is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.15. "ATU - C" refers to an ADSL Transmission Unit - Central Office.
- 1.16. "ATU - R" refers to an ADSL Transmission Unit - Remote.
- 1.17. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.18. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.19. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.20. "Common Channel Signaling (CCS)" is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.21. "Calling Party Number (CPN)" is a CCS parameter which refers to the number transmitted through the network identifying the calling party.

- 1.22. "Central Office Switch" ("Central Office", or "CO"), "End Office", or "Tandem", or Remote Switch are switching facilities within the public switched telecommunications network, including, but not limited to:
- 1.22.1. "End Office Switch" is a switch from which end user Telephone Exchange Services are directly connected and offered.
  - 1.22.2. "Tandem Switch" is a switch which is used to connect and switch trunk circuits between and among Central Office Switches.
  - 1.22.3. "Remote Switch" is a switch that is away from the host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.23. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.24. "Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.25. "CLASS/LASS" (Bellcore Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.26. "Competitive Local Exchange Carrier (CLEC)" means any entity or person authorized to provide local exchange services in competition with an ILEC.
- 1.27. "XO 911 Database Records" are the XO subscriber records to be provided by XO to Sprint for inclusion in Sprint's E911 database.
- 1.28. "Commission" means the Florida Public Service Commission.
- 1.29. "Common Transport" provides a local interoffice transmission path between the Sprint Tandem Switch and a Sprint or XO end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.
- 1.30. "Confidential Information" has the meaning set forth in Article 11 of Part A -- General Terms and Conditions.
- 1.31. "Contract Year" means a twelve- (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.
- 1.32. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local

interconnection arrangements.

- 1.33. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.34. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.35. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALL.
- 1.36. "Dedicated Transport" provides a local interoffice transmission path between Sprint and/or XO central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.
- 1.37. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.38. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.39. "Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.
- 1.40. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer, which is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.41. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.42. "Enhanced Extended Link (EEL)" for purposes of this Agreement refers to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.[FROM EEL SECTION]
- 1.43. "Enhanced 911 Service (E911)" means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.
- 1.44. "E911 Message Trunk" is a dedicated line, trunk or channel between two central offices or switching devices which provides a voice and signaling path for E911 calls.
- 1.45. "Effective Date" is either thirty (30) days after the date referenced in the opening

paragraph of the Agreement, the filing date of this Agreement with the Commission if the Commission has defined the Effective Date as such, or as otherwise required by the Commission. Absent specific Commission rules to the contrary, the Effective Date shall be no earlier than proof of XO certification in the jurisdiction. If XO is currently operating under an Interconnection Agreement with Sprint in the state, the 30 days to become effective does not apply.

- 1.46. "Electronic Interfaces" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.47. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.48. "EMI (Exchange Message Interface System)" is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions)."
- 1.49. "Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which:
  - 1.49.1. requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions); or
  - 1.49.2. poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.
- 1.50. "Emergency Service Number (ESN)" is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.51. "Exchange Message Record System (EMR)" refers to the exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.52. "Enhanced Directory Assistance" refers to directory Assistance services, including but not limited to reverse search, talking yellow pages, and locator services.

- 1.53. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.54. "FCC" means the Federal Communications Commission.
- 1.55. "High Frequency Spectrum Unbundled Network Element (HFS UNE)" is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
- 1.56. "Incumbent Local Exchange Carrier (ILEC)" means any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set for the in 47 CFR § 69.601 (b) of the FCC's regulations.
- 1.57. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.58. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers with minimal impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office.
- 1.59. "Line Information Data Base (LIDB)" means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.60. "Local Loop" means a network element that is a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.
- 1.61. "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability,

or convenience when switching from one telecommunications carrier to another.

- 1.62. "Local Service Request (LSR)" means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.63. "Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, including internet traffic.
- 1.64. "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.65. "Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface" refers to a document developed by the Ordering/Provisioning Committee of ATIS OBF. The MECOD document contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.66. "Non-Standard Non-Voice Grade Loop" is a pair of twisted wires which exceeds 18,000 feet in length and does not contain line conditioning equipment such as load coils, bridge taps, or range extenders.
- 1.67. "North American Numbering Plan (NANP)" means the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three-digit Numbering Plan Area code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.
- 1.68. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.69. "Network Element" is as defined in the Act and FCC rules.
- 1.70. "Numbering Plan Area (NPA)" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a

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

- 1.71. "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.72. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.73. "Operator Systems" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.
- 1.74. "Operator Services" provides for:
  - 1.74.1. operator handling for call completion (e.g., collect calls);
  - 1.74.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
  - 1.74.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.75. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, where applicable, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to XO, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, where applicable, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to XO as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.76. "P.01 Transmission Grade Of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.77. "Parties" means, jointly, Sprint and XO, and no other entity, affiliate, subsidiary or assign.
- 1.78. "Party" means either Sprint or XO, and no other entity, affiliate, subsidiary or assign.
- 1.79. "Percent Local Usage (PLU)" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange

carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

- 1.80. "Point Of Interconnection (POI)" is a mutually agreed upon point of demarcation where the networks of Sprint and XO interconnect for the exchange of traffic.
- 1.81. "Point of Presence (POP)" means an IXC's point of presence.
- 1.82. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.83. "Public Safety Answering Point (PSAP)" is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.
- 1.84. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or XO for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint or XO will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 1.85. "Recipient" means that Party to this Agreement (a) to which Confidential Information has been disclosed by the other Party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.
- 1.86. "Rebranding" occurs when XO purchases a wholesale service from Sprint and XO's brand is substituted for the Sprint brand.
- 1.87. "Reseller" is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.
- 1.88. "Routing Point" means a location which Sprint or XO has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or XO which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a

common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

- 1.89. "Small Exchange Carrier Access Billing (SECAB)" means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.90. "Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.91. "Signaling Transfer Point (STP)" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.92. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.93. "Street Index Guide (SIG)" is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to Sprint.
- 1.94. "Switch" means a Central Office Switch as defined in this Part A.
- 1.95. "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.96. "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access and 900 access and their successor or similar Switched Exchange Access Services.
- 1.97. "Synchronous Optical Network (SONET)" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHPs (OC-1/STS-1 and higher rates are

direct multiples of the base rate up to 1.22 GHzps).

- 1.98. "Tandem Office Switches", "Tandem", and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.99. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.100. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.101. "Telecommunications" as defined in the Act.
- 1.102. "Telecommunications Carrier" as defined in the Act.
- 1.103. "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.104. "Thousands Block Of Numbers" shall mean 1000 or more consecutive numbers beginning and ending on a digit boundary, e.g., 949-1000 to 949-1999.
- 1.105. "Transit Service" means the delivery of Transit Traffic.
- 1.106. "Transit Traffic" means Local or non-Local traffic that originates on one Party's network, is routed through the other Party's network, and terminates to a third party Telecommunications Carrier's network, as well as Local or non-Local traffic that originates on a third party Telecommunications Carrier's network, is routed through one Party's network and terminates to the other Party's network.
- 1.107. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
- 1.108. "Voluntary Federal Subscriber Financial Assistance Programs" are government programs that subsidize the provision of Telecommunications Services to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.
- 1.109. "Wholesale Service" as defined in the Act.
- 1.110. "Wire Center" denotes a building or space within a building which serves as an

aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.

- 1.111. "xDSL" refers to a generic term for a series of Digital Subscriber Line high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

**PART B – GENERAL TERMS AND CONDITIONS**

**1. SCOPE OF THIS AGREEMENT**

- 1.1. This Agreement, including Parts A, B, and Attachments I through IX, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services, Unbundled Network Elements, and Collocation. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The attachments set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.
- 1.2. Sprint will not discontinue a Telecommunications Service provided for resale hereunder without providing XO thirty (30) days prior written notice. In the event of a network change or upgrade which results in Sprint discontinuing an interconnection arrangement or Network Element provided or required hereunder, Sprint shall not discontinue such interconnection arrangement or Network Element without providing XO not less than thirty (30) days prior written notice. Sprint agrees to cooperate with XO and/or the appropriate regulatory body with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. XO reserves the right to dispute such discontinuation of service under the dispute resolution provisions of this Agreement.

**LIST OF ATTACHMENTS:**

I.	Price Schedule
II.	Local Resale
III.	Network Elements
IV.	Interconnection
V.	Interim Number Portability
VI.	Local Number Portability
VII.	General Business Requirements
VIII.	Reporting Standards
IX.	Collocation

- 1.3. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

**2. REGULATORY APPROVALS**

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted to

the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and XO shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

- 2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date (“Applicable Rules”). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 2.3. Notwithstanding any other provision of this Agreement to the contrary § 2.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the amended rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules.
- 2.4. In the event that: (i) a Change in Law occurs that eliminates reciprocal compensation applicable to internet traffic within six months or less from the effective date of the Change in Law, and (ii) such Change in Law “grandfathers” reciprocal compensation for internet traffic under an existing agreement for a period of more than six (6) months from the effective date of the Change in Law notwithstanding the Change in Law provision contained in the new agreement, the reciprocal compensation rates set forth herein shall continue to apply to such internet traffic in accordance with the grandfather clause for six (6) months following the effective date of the Change in Law, but thereafter such Change in Law shall apply to eliminate reciprocal compensation for internet traffic notwithstanding such grandfather clause.

- 2.5. In the event that (i) a Change in Law occurs that eliminates reciprocal compensation applicable to both voice and internet traffic within six months or less from the effective date of the Change in Law, and (ii) such Change in Law "grandfathers" reciprocal compensation for voice traffic under an existing agreement for a period of more than six (6) months from the effective date of the Change in Law, then the reciprocal compensation rates set forth herein shall continue to apply to such voice traffic for the six (6) month period following the effective date of the Change in Law, and thereafter reciprocal compensation shall apply to such voice traffic in accordance with the grandfather clause at Sprint's then current rate applicable to reciprocal compensation for voice traffic, or if no such rate is available, then at Sprint's rates in use the last time such rates were available. In such case, XO shall receive Sprint's end office rate for all local traffic delivered from a Sprint end office, and Sprint's tandem rate elements for traffic delivered from a Sprint tandem.
- 2.6. In the event that a Change in Law changes or eliminates reciprocal compensation for both internet traffic and voice traffic over a transition period of more than six (6) months, then the reciprocal compensation rates in this agreement for such traffic shall apply for the transition period. In the event such Change in Law includes a grandfathering provision for voice then after the transition period in which reciprocal compensation for internet is eliminated, reciprocal compensation shall apply to such voice traffic in accordance with the grandfather clause at Sprint's then current rate applicable to reciprocal compensation for voice traffic, or if no such rate is available, then at Sprint's rates in use the last time such rates were available. In such case, XO shall receive Sprint's end office rate for all local traffic delivered from a Sprint end office, and Sprint's tandem rate elements for traffic delivered from a Sprint tandem.
- 2.7. In the event that a Change in Law eliminates reciprocal compensation for internet traffic, regardless of the amount of time involved to effect the elimination, but does not affect reciprocal compensation for voice traffic, then beginning on the date that reciprocal compensation for internet traffic is actually eliminated, reciprocal compensation for voice traffic shall be charged at Sprint's then current rate applicable to reciprocal compensation for voice traffic, or if no such rate is available, then at Sprint's rates in use the last time such rates were available. In such case, XO shall receive Sprint's end office rate for all local traffic delivered from a Sprint end office, and Sprint's tandem rate elements for local traffic delivered from a Sprint tandem.
- 2.8. If the Parties are not able to separately identify voice traffic from internet traffic, then the Parties shall agree on a factor or proxy as an estimate or shall agree on a method to be able to separately identify the traffic.
- 2.9. Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

### **3. TERM AND TERMINATION**

- 3.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if XO has any undisputed outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any undisputed past due obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties, provided XO has established a customer account with Sprint and has completed the Implementation Plan described in Article 30 hereof.
- 3.2. Except as provided herein, Sprint and XO agree to provide service to each other on the terms defined in this Agreement for a period of Two (2) years ending October 1, 2002.
- 3.3. In the event of default, the non-defaulting Party may immediately terminate this Agreement in whole or in part. Default is defined to include:
  - 3.3.1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
  - 3.3.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof.
- 3.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 3.5. In the event this agreement is terminated under § 3.3 Sprint may immediately discontinue processing orders for new service from XO and file with the Commission to terminate this agreement and reassign XO's customers pursuant to the Commission's guidelines for CLECs that abandon service.
- 3.6. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice. Sprint will try to provide notice in advance, if possible, and will abide by the Commission's Order concerning the sale. Nothing herein will prevent XO from petitioning the Commission regarding this issue.

#### **4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS**

- 4.1. In the event that this Agreement expires under §3.2, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §3.3, or for termination upon sale under §3.6, Interconnection services that had been available under this Agreement and exist as of the End Date will continue uninterrupted under the terms of this Agreement either until this Agreement has been replaced by a new agreement, or, in the event that either Party initiates and pursues in good faith the negotiation of a new agreement on or before the end of the current term, for one year following the end of the current term, whichever occurs first. If a new agreement is not effective within one year following the end of the current term, the existing service arrangements may continue without interruption at the request of either Party provided that:
- 4.1.1. a new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
  - 4.1.2. such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of expiration; or
  - 4.1.3. an existing agreement between Sprint and another carrier, adopted by XO for the remaining term of that agreement.
  - 4.1.4. If neither §4.1.1 or §4.1.2 are in effect, and XO does not designate an agreement under this subsection, Sprint may designate such agreement upon 30 days notice to XO. Nothing in this paragraph shall prevent XO from exercising its rights under 47 USC §252(i).

#### **5. CHARGES AND PAYMENT**

- 5.1. In consideration of the services provided by the Parties under this Agreement, the Parties shall pay the charges set forth in Attachment I subject to the provisions of §§ 2.2 and 2.3 hereof. The billing and payment procedures for charges incurred by the Parties hereunder are set forth in Attachment VII.
- 5.2. In addition to any other applicable charges under this Article 5 and Attachment I, if XO purchases unbundled Local Switching elements, XO shall pay Sprint for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate carrier common line and interconnection charges as outlined on Attachment I hereto and any explicit intrastate universal service mechanism based on access charges.
- 5.3. Subject to the terms of this Agreement, the Parties shall pay invoices by the due

date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under § 5.5. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

- 5.4. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC") no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice.
- 5.5. The Parties will assess late payment charges equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law for commercial transactions, of the balance due, until the amount due is paid in full.

## **6. AUDITS AND EXAMINATIONS**

- 6.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement billed amounts. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
- 6.2. Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 6.3. Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this § 6.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense,

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

- 6.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with § 5.5 herein.
- 6.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 6.6. This Article 6 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 7.2. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or any liability to, the other Party based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement, constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- 7.3. Following notice of an intellectual property claim against Sprint by third parties based on the use by XO of a service or facility, the Parties shall determine whether, and the extent to which, XO is obligated to procure from the appropriate third parties the right to continue to use the allegedly infringing intellectual property. If the Parties determine that XO is so obligated, the Parties will negotiate procurement of the required rights and the Party responsible for payment of any associated license fees or other costs. If the Parties are unable to

agree on the resolution of some or all of these issues, either Party may seek resolution of the dispute pursuant to this Agreement.

## **8. LIMITATION OF LIABILITY**

- 8.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article 9 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing and except as provided in Attachment VIII, Sprint's liability to XO for a service outage shall not exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

## **9. INDEMNIFICATION**

- 9.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. Notwithstanding the above, in the case of any loss alleged or damage claim made by a Customer of either Party in connection with the service provided by that Party, and which allegation or claim relates in some way to a service provided under this Agreement, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer which arises out of the negligence or willful misconduct of the indemnifying Party. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the

defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

9.2. XO shall indemnify and hold harmless Sprint from:

9.2.1. All claims and damages arising from XO's discontinuance of service to one of XO's subscribers because of nonpayment by that subscriber.

9.2.2. All claims by XO's subscribers arising from Sprint's discontinuance of service to XO because of nonpayment by XO.

9.3. Sprint shall indemnify and hold harmless XO from:

9.3.1. All claims and damages arising from Sprint discontinuance of service to one of Sprint's subscribers because of nonpayment by that subscriber.

9.3.2. All claims by Sprint's subscribers arising from XO's discontinuance of service to Sprint because of nonpayment by Sprint.

9.4. When the lines or services of other companies are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies.

9.5. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Article 8 above).

## **10. BRANDING**

10.1. XO shall provide the exclusive interface to XO subscribers, except as XO shall otherwise specify for the reporting of trouble or other matters identified by XO for which Sprint may directly communicate with XO subscribers. In those instances where XO requests that Sprint personnel interface with XO subscribers, such Sprint personnel shall inform the XO subscribers that they are representing XO, or such brand as XO may specify.

10.2. Other business materials furnished by Sprint to XO subscribers shall bear no corporate name, logo, trademark or tradename.

10.3. Sprint shall not use any interface with XO subscribers authorized under this Section 10 to market Sprint services or to discourage subscribers from obtaining

XO services. Except as specifically agreed by the Parties, in no event shall either Party provide information to the other Party's subscribers through the interfaces authorized in this Section 10 about the other Party or the other Party's products or services for the purpose of disparaging the other Party or its products and services. Nothing herein requires either Party to provide information about the other Party's products and services.

- 10.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with XO to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 10.5. This Article 10 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

## **11. CONFIDENTIALITY AND PUBLICITY**

- 11.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI is Confidential Information.
- 11.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 11.3. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 11.4. Each Party agrees that Disclosing Party would be irreparably injured by a breach

of this Article 11 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Article 11. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

- 11.5. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This § 11.5 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 11.6. Neither Party shall produce, publish, or distribute any press release or other publicity referring to this Agreement, for promotional or other commercial purposes without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement for promotional or other commercial purposes in any press or media interview. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 11.7. Except as otherwise expressly provided in this Article 11, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

## **12. DISCLAIMER OF WARRANTIES**

- 12.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

## **13. ASSIGNMENT AND SUBCONTRACT**

- 13.1. Either Party may assign its right, obligations, duties, or other interests in this Agreement to any Affiliate that succeeds to that portion of the business of such Party that is responsible for, or entitled to, those rights, obligations, duties, or other interests. Such assignment shall take the form of a writing to the other Party undertaking the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the assigning Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the effective date of the assignment.
- 13.2. Except as herein before provided, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of monies shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

#### **14. GOVERNING LAW**

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

#### **15. RELATIONSHIP OF PARTIES**

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

#### **16. NO THIRD PARTY BENEFICIARIES**

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

#### **17. NOTICES**

- 17.1. Except as otherwise provided herein, all notices or other communication

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

If to Sprint:

Director  
Local Carrier Markets  
Sprint  
6480 Sprint Parkway  
Mailstop KSOPHM0310-  
3A453  
Overland Park, KS 66251

If to XO:

Dana Shaffer  
Vice President, Regional  
Regulatory Counsel  
XO Communications, Inc.  
105 Molloy Street, Suite 200  
Nashville, TN  
Tel. 615-777-7700  
Fax 615-345-1564  
dana.shaffer@xo.com

with a copy to:  
Dan Gonzalez  
XO Communications, Inc.  
Vice President, Regulatory  
& External Affairs  
XO Communications, Inc.  
1730 Rhode Island Avenue  
NW, Suite 1000  
Washington, DC 20036  
Tel. 202-721-0983  
Fax 202-721-0995  
dan.gonzalez@xo.com

- 17.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Article 17.

## **18. WAIVERS**

- 18.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 18.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 18.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

## **19. SURVIVAL**

19.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 5, 6, 7, 8, 11, 16, 18, 21.

## 20. FORCE MAJEURE

20.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Article 20 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of XO.

## 21. DISPUTE RESOLUTION

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

21.2. If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice

containing such disputed amount give written notice to the Billing Party at the address(es) indicated in Article 17 herein of the amounts it disputes (“Disputed Amounts”) and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amounts. The balance of the Disputed Amount, after the necessary adjustments have been made for the disputed amounts found in the Non-Paying Party’s favor, shall be paid with late charges, if appropriate, upon final determination of such dispute.

- 21.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 21.4. If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties’ appointment of designated representatives pursuant to § 21.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

## **22. COOPERATION ON FRAUD**

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

## **23. TAXES**

- 23.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes

may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

**24. AMENDMENTS AND MODIFICATIONS**

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

**25. SEVERABILITY**

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

**26. HEADINGS NOT CONTROLLING**

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

**27. ENTIRE AGREEMENT**

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

**28. COUNTERPARTS**

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

**29. SUCCESSORS AND ASSIGNS**

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

### **30. IMPLEMENTATION PLAN**

- 30.1. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.
- 30.2. The agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan") within one hundred-twenty (120) days of both Parties having designated members of the Implementation Team. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:
- 30.2.1. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Attachment 3 and the trunk groups specified in Attachment 4 and, including standards and procedures for notification and discoveries of trunk disconnects;
  - 30.2.2. disaster recovery and escalation provisions;
  - 30.2.3. access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
  - 30.2.4. escalation procedures for ordering, provisioning, billing, and maintenance;
  - 30.2.5. single points of contact for ordering, provisioning, billing, and maintenance;
  - 30.2.6. service ordering and provisioning procedures, including provision of the trunks and facilities;
  - 30.2.7. provisioning and maintenance support;
  - 30.2.8. conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;
  - 30.2.9. procedures and processes for Directories and Directory Listings;

- 30.2.10. billing processes and procedures;
  - 30.2.11. network planning components including time intervals;
  - 30.2.12. joint systems readiness and operational readiness plans;
  - 30.2.13. appropriate testing of services, equipment, facilities and Network Elements;
  - 30.2.14. monitoring of inter-company operational processes;
  - 30.2.15. procedures for coordination of local PIC changes and processing;
  - 30.2.16. physical and network security concerns;
  - 30.2.17. XO completion of CLEC Checklist and supporting documentation to establish a billing account; and
  - 30.2.18. such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.
- 30.3. The Implementation Plan may be amended from time to time by the Implementation Team, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

### **31. FEDERAL JURISDICTIONAL AREAS**

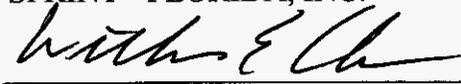
XO understands and agrees that this agreement serves as actual notice that Sprint and its Affiliates have entered into a binding contract to provide exclusive telecommunications services for the Army and Air Force Exchange Service (“AAFES”) during the term of this agreement. The AAFES contract specifies,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

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

**Sprint**

SPRINT - FLORIDA, INC.

By:



Name  
(typed):

William E. Cheek

Title:

Vice President – Sales & Account  
Management

Date:

11/27/00

**XO:**

XO Florida, Inc.

By:



Name

R. Gerard Salemmé

(typed):

Title:

Senior Vice President –  
External Affairs

Date:

11-22-00

**ATTACHMENT I  
GENERAL PRINCIPLES**

**1. PRICE SCHEDULE**

- 1.1. Subject to the provisions of Part B, Article 2 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.<sup>1</sup>

**2. LOCAL SERVICE RESALE**

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

**3. INTERCONNECTION AND RECIPROCAL COMPENSATION**

- 3.1. The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment IV of this Agreement. Under this agreement, Sprint is only required to compensate XO for terminating Local Traffic.
- 3.2. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment IV of this Agreement.
- 3.3. LNP will be used where available. INP is available in all Sprint service areas where LNP is not available. Once LNP is available, all INP arrangements will be converted to LNP. Where INP is available and a toll call is completed through Sprint's INP arrangement (e.g., remote call forwarding) to XO's subscriber, XO shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations. If a national standard billing method has not been developed for a CLEC to directly bill a carrier access for a toll call that has been completed using interim number portability, then the INP Rate specific to Access Settlements in this Attachment 1 will be used.
- 3.3.1. The ported-to Party shall charge the porting Party on a per line basis using the INP Rate specific to Access Settlements in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as INP'ed will be compensated as local interconnection as set forth in § 3.1.
- 3.3.2. XO shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Attachment when XO uses a Sprint

---

<sup>1</sup> Except as otherwise agreed to by the Parties, the prices in this Agreement are subject to Commission orders establishing prices in a proceeding that is binding on both Parties and any change to the prices in this Agreement required as a result of such a Commission order shall be effective on the date the order is effective.

access tandem to terminate a local call to a third party LEC or another CLEC. Sprint shall pay XO a transit rate equal to the Sprint rate referenced above when Sprint uses an XO switch to terminate a local call to a third party LEC or another CLEC.

- 3.4. The Parties will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Each Party may request the other Party's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by the requesting Party. Should the documentation indicate that the factor should be changed by the Parties, the Parties agree that any changes will only be retroactive to traffic for the previous 90 days. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each Party's access tariffs.

#### **4. UNBUNDLED NETWORK ELEMENTS**

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

#### **5. OSS COST RECOVERY**

- 5.1. XO and Sprint will comply with any state ordered compensation recovery mechanism.

6. Attachment I Table 1 Florida XO

Other than Operator/DA	19.40%
Op Assist/DA	12.10%

Message Provisioning, per message	\$0.005
Data Transmission, per message	\$0.002
Tape Charge, per tape	\$50.00

DESCRIPTION	SOURCE	RECURRING RATE	NRC
Manual Service Order NRC			\$22.54
Electronic Service Order			\$3.06
Manual Service Order - Listing Only			\$11.88
Electronic Service Order - Listing Only			\$0.33
Manual Service Order - Change Only			\$11.04
Electronic Service Order - Change Only			\$1.33
LNP Administrative Charge			\$6.50
Originating Point Code (OPC)	IES Tariff		\$21.55
Global Title Address Translation (GTT)	IES Tariff		\$10.77
2-Wire Digital Data Loop Cooperative Testing			\$31.02
4-Wire Digital Data Loop Cooperative Testing			\$39.25
Central Office Interconnection Charge			\$10.27
Trip Charge			\$15.59
Outside Plant Interconnection (2-W)			\$59.75
Outside Plant Interconnection (4-W)			\$74.72
NID Installation Charge			\$17.32
NID Connection Charge			\$18.68
NID Connection - 2 Wire			\$2.15
Loop Rework Charge (2-W)			\$37.38
Loop Rework Charge (4-W)			\$62.41
Trouble Isolation and Testing			\$37.48
OSS Service Charge		\$1.77	
<b>REGISTRATION CHARGES</b>			
Cancellation Charges			ICB
New Unbundled Network Element (s)		ICB	ICB
New Point(s) of Interconnection		ICB	ICB
<b>REGISTRATION COST STUDY</b>			
<b>Presubscription, per telephone service line or trunk</b>			
<b>To change intralata toll carrier or interlata carrier</b>			\$4.80
<b>To change both intralata toll carrier and interlata carrier</b>			
if same carrier			\$4.80
- if different carriers			\$6.24
<b>Disputed Transfer</b>			
Per residence line or trunk			\$50.00
Per Business line or trunk			\$60.00
<b>REGISTRATION COST STUDY</b>			
NID			
1 Line		\$0.79	See NRC Section

2 Line		\$0.95	See NRC Section
SmartJack		\$12.37	See NRC Section
<b>Per Loop OSS MCR</b>		<b>\$0.76</b>	
3 Jumper			\$21.60
4 Jumper			\$28.07
<b>PER LINE RATES</b>			
Application Fee (one per app for each premises)	NRC		\$3,548.35
Interconnection Rearrangement (see tariff)	NRC		\$85.00
AC Outlet (2 plugs / 20 AMPS / per outlet)	NRC		
<b>Cabling - Internal (per linear ft 4-fiber cable)</b>			
Fixed Charge per month	MRC		
Cost per Foot	MRC	\$0.14	
Conduit - External (per 1/4 mile from 1st manhole to CLEC Point of Connection)	MRC		
Conduit - Internal (per linear foot)	MRC	\$0.48	
Conduit - Internal (per foot from cage to 1st manhole)	MRC		
Conduit Space (per ft from 1st manhole to vault)	MRC	\$0.37	
Conduit Vault (per cable access)	MRC	\$1.16	
<b>Cross Connect - to UNE loops</b>			
DS0 - Per 100 DSO (Special & Switched)	MRC	\$94.00	
DS1 - Per 28 DS1 (Special & Switched)	MRC	\$82.04	
DS3 - Per DS3 (Special & Switched)	MRC	\$25.85	
DC Power Costs - Connection to Power Plant (50 AMPS)	NRC		
DC Power Costs - Connection to Power Plant (100 AMPS)	NRC		
DC Power Costs - Connection to Power Plant (200 AMPS)	NRC		
DC Power Costs (per fused amp)	MRC	\$11.41	
DC Power Costs (per foot)	NRC		\$25.66
Digital Timing Source (per synch signal delivered)	MRC		
DSX1 Jack Panel Pair (per pair)	MRC		
DSX3 Cross Connect (per shelf pair)	MRC		
DSX3 Cross Connect (module pair per DS3)	MRC		
Fiber Optic Intraoffice Connecting Cable (per foot / 4-fiber per 2 panel array)	MRC		
Grounding Charge (per 100 sq. ft secured)	MRC		
Grounding Charge (per cageless Eq bay)	MRC		
High Frequency Cable (per foot, per DS1)	MRC		
High Frequency Coax (per DS3)	MRC		
Floor Space (per Square Foot)	MRC	\$6.19	
Floor Space (per equipment bay)	MRC		
Optical Cross Connect Panel (per pair)	MRC		
Roof Space (per square foot)	MRC	\$6.19	
Riser Space (per ft from vault to cage)	MRC	\$4.45	
Riser Space - Diverse (per linear foot)	MRC	\$4.45	
Security Enclosure (per occurrence fixed)	NRC		
Security Enclosure (per linear foot)	NRC		
Security Enclosure (per 100 square ft enclosure)	NRC		\$9,473.59

Security Enclosure (per 200 square ft enclosure)	NRC		\$13,263.53
Switchboard Cable (100 pair /100 ft /conn blk)	MRC		
Transmitter /Receiver Space (per square foot)	MRC	\$6.19	
<b>Virtual Costs</b>			
Per DS0	MRC		
Per DS1	MRC		
Per DS3	MRC		
Application Fee (one per app for each premises)	NRC		\$2,520.00
Interconnection Rearrangement (see tariff)	NRC		\$92.00
Cable & Conduit - External (per 1/4 mile)	MRC	\$481.55	
Cabling - Internal (per linear foot)	MRC	\$0.19	
Conduit - Internal (per linear foot)	MRC	\$0.53	
Cross Connect DS0 per 100	MRC	\$130.00	
Cross Connect DS1 per 28	MRC	\$124.60	
Cross Connect DS3	MRC	\$53.55	
DC Power (per AMP)	MRC		
DC Power (per power lead per foot)	NRC		
Digital Timing Source (per synch signal delivered)	MRC		
Digital Timing Source Conn Cable (per foot, per switch)	MRC		
DSX1 Jack Panel Pair (per pair)	MRC		
DS3 High Frequency Coax	MRC		
DSX3 Cross Connect (per shelf pair)	MRC		
DSX3 Cross Connect (module pair per DS3)	MRC		
Fiber Optic Intraoffice Connecting Cable (per ft /4-fiber per 2 panel array)	MRC		
High Frequency Cable (per foot /per DS1)	MRC		
Optical Cross Connect Panel (per pair)	MRC		
Rack Space	MRC		
Multiplexing DS1 to DS3	MRC		
Multiplexing DS1 to DS3	NRC		
Switchboard Cable (100 pair / 100 ft / conn blk)	MRC		
Labor Rates Basic (per first 1/2 hour)	NRC		\$44.12
Labor Rates Basic (additional 1/2 hour)	NRC		\$17.91
Labor Overtime Rates (per first 1/2 hour)	NRC		\$47.22
Labor Overtime Rates (additional 1/2 hour)	NRC		\$21.01
Labor Premium Rates (per first 1/2 hour)	NRC		\$50.33
Labor Premium Rates (additional 1/2 hour)	NRC		\$24.12
Loop Inquiry			\$28.20
<p>The following charge applies to all xDSL capable loops that are shorter than 18,000 feet in length. Separate Engineering and Travel charges <b>DO NOT</b> apply as these costs reflect 25 pair economies.</p>			

All loops less than 18,000ft: Load Coil Removal per xDSL - Capable			\$1.44
2-Wire xDSL Loop - First Line			\$68.84
2-Wire xDSL Loop - Addtl Line			\$19.47
2-Wire xDSL Loop - Re-install (CT,DCOP, Migrate)			\$10.08
4-Wire xDSL Loop - First Line			\$85.58
4-Wire xDSL Loop - Addtl Line			\$37.08
4-Wire xDSL Loop - Re-install (CT,DCOP, Migrate)			\$12.96
<b>Engineering Charge</b>			
Engineering Charge - one per loop conditioned below			\$28.03
Trip Charge - one per loop conditioned below			\$15.59
<b>Load Coil Removal; Loops Over 18K Feet</b>			
Unload cable pair, UG, loop, per location			\$397.39
Unload add'l cable pair, UG, same time, location & cable, loop			\$3.06
Unload cable pair, AE, loop, per location			\$6.96
Unload add'l cable pair, AE, same time, location & cable, loop			\$1.61
Unload cable pair, BU, loop, per location			\$6.96
Unload add'l cable pair, BU, same time, location & cable, loop			\$1.61
<b>Remove Bridged Tap</b>			
Remove Bridged Tap, UG, per location			\$394.78
Remove one (1) add'l Bridged Tap, UG, same time, location & cable			\$0.45
Remove Bridged Tap, AE, per location			\$5.74
Remove one (1) add'l Bridged Tap, AE, same time, location & cable			\$0.39
Remove Bridged Tap, BU, per location			\$5.74
Remove one (1) add'l Bridged Tap, BU, same time, location & cable			\$0.39
<b>Remove Repeaters</b>			
Remove Repeater, UG, per location			\$394.78
Remove add'l Repeater, UG, same time, location & cable			\$0.45
Remove Repeater, AE, per location			\$5.74
Remove add'l Repeater, AE, same time, location & cable			\$0.39
Remove Repeater, BU, per location			\$5.74
Remove add'l Repeater, BU, same time, location & cable			\$0.39
<b>Analog 2-wire</b>			
Band 1		\$10.78	
Band 2		\$15.41	
Band 3		\$20.54	
Band 4		\$27.09	
Band 5		\$39.66	
Band 6		\$74.05	
<b>Loops - Analog 2-Wire NRC</b>			
2-Wire New - First Line			\$72.98
2-Wire New - Addtl Line			\$23.61
2-Wire Re-install (CT/DCOP/Migrate)			\$14.21

<b>Analog 4-wire</b>			
	Band 1		\$18.80
	Band 2		\$26.88
	Band 3		\$35.85
	Band 4		\$47.24
	Band 5		\$69.17
	Band 6		\$129.13
<b>Loops - Analog 4-Wire NRC</b>			
	4-Wire New - First Line		\$94.15
	4-Wire New - Add'l Line		\$44.78
	4-Wire Re-install (CT/DCOP/Migrate)		\$21.52
<b>DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI</b>			
	Band 1	\$11.65	\$89.14
	Band 2	\$16.65	\$89.14
	Band 3	\$22.20	\$89.14
	Band 4	\$29.26	\$89.14
	Band 5	\$42.84	\$89.14
	Band 6	\$79.98	\$89.14
<b>DS0 4 Wire Digital Data Loop 56 or 64 kbps</b>			
	Band 1	\$20.30	\$89.14
	Band 2	\$29.03	\$89.14
	Band 3	\$38.72	\$89.14
	Band 4	\$51.02	\$89.14
	Band 5	\$74.70	\$89.14
	Band 6	\$139.46	\$89.14
<b>DS1 4 Wire Digital Data Loop DS1/T1/ISDN-PRI</b>			
	Band 1	\$64.49	\$112.75
	Band 2	\$74.96	\$112.75
	Band 3	\$84.83	\$112.75
	Band 4	\$97.36	\$112.75
	Band 5	\$124.02	\$112.75
	Band 6	\$194.40	\$112.75
<b>DS3</b>			
		ICB	
<b>Loops - Digital NRC</b>			
	2-Wire ISDN, BRI-IDSL Loop, First Line		\$120.57
	2-Wire ISDN, BRI-IDSL Loop, Add'l Line		\$72.93
	2-Wire ISDN, BRI-IDSL Loop, Re-install (CT, DCOP, Migrate)		\$22.36
	56, 64 kbps Loop - First Line		\$171.41
	56, 64 kbps Loop - Add'l Line		\$122.90
	DS1, ISDN-PRI Loop First Line		\$194.38
	DS1, ISDN-PRI Loop - Add'l Line		\$145.87
<b>Loops - High-Capacity NRC</b>			

Add DS3 to existing system			\$86.28
Add OC3 to existing system			\$86.28
Add OC12 to existing system			\$86.28
<b>FIBER</b>			
<b>Interoffice, per foot per fiber</b>			
Band 1		\$0.0047	
Band 2		\$0.0091	
Band 3		\$0.0125	
Band 4		\$0.0183	
Band 5		\$0.0261	
<b>Feeder, per fiber</b>			
Band 1		\$29.58	
Band 2		\$46.84	
Band 3		\$66.52	
Band 4		\$156.02	
Band 5		\$215.26	
Band 6		\$285.48	
Band 7		\$365.26	
<b>Distribution Price Per Fiber</b>			
		\$24.61	
<b>Loops - Dark Fiber NRC</b>			
Dark Fiber Loop-Initial Patch Cord Installation, Field Location			\$20.16
Dark Fiber Loop-Addl Patch Cord Install, Field Loc, Same Time/Loc			\$7.20
Dark Fiber Loop-Central Office Interconnection, 1-4 Patch Cords/CO			\$171.50
Dark Fiber Loop - Special Construction for Fiber Pigtail			ICB
Dark Fiber Loop - Interconnection			ICB
Dark Fiber Transport, per CO			\$171.50
Dark Fiber End-to-End Testing, Initial Strand			\$47.51
Dark Fiber End-to-End Testing, Subsequent Strands			\$14.40
<b>Misc. Components - Dark Fiber</b>			
Fiber Patch Cord		\$0.88	
Fiber Patch Panel		\$1.02	
<b>2 Wire Voice Grade Feeder</b>			
Band 1		\$7.49	
Band 2		\$12.76	
Band 3		\$17.40	
Band 4		\$23.79	
Band 5		\$33.60	
Band 6		\$45.73	
Band 7		\$72.80	
Band 8		\$109.56	
<b>4 Wire Voice Grade Feeder</b>			
Band 1		\$12.05	
Band 2		\$20.54	

Band 3		\$28.08	
Band 4		\$38.30	
Band 5		\$54.10	
Band 6		\$73.62	
Band 7		\$117.21	
Band 8		\$176.39	
<b>2 Wire Voice Grade Distribution</b>			
Band 1		\$1.47	
Band 2		\$2.88	
Band 3		\$5.34	
Band 4		\$7.40	
Band 5		\$11.11	
Band 6		\$15.60	
Band 7		\$22.06	
Band 8		\$34.11	
<b>4 Wire Voice Grade Distribution</b>			
Band 1		\$2.37	
Band 2		\$4.31	
Band 3		\$8.60	
Band 4		\$11.92	
Band 5		\$17.88	
Band 6		\$25.12	
Band 7		\$35.52	
Band 8		\$54.92	
<b>2 Wire Digital Data Feeder</b>			
Band 1		\$7.49	
Band 2		\$12.76	
Band 3		\$17.40	
Band 4		\$23.79	
Band 5		\$33.60	
Band 6		\$45.73	
Band 7		\$72.80	
Band 8		\$109.56	
<b>4 Wire Digital Data Feeder</b>			
Band 1		\$12.05	
Band 2		\$20.54	
Band 3		\$28.08	
Band 4		\$38.30	
Band 5		\$54.10	
Band 6		\$73.62	
Band 7		\$117.21	
Band 8		\$176.39	
<b>2 Wire Digital Data Distribution</b>			
Band 1		\$1.47	

Band 2		\$2.88	
Band 3		\$5.34	
Band 4		\$7.40	
Band 5		\$11.11	
Band 6		\$15.60	
Band 7		\$22.06	
Band 8		\$34.11	
<b>4 Wire Digital Data Distribution</b>			
Band 1		\$2.37	
Band 2		\$4.31	
Band 3		\$8.60	
Band 4		\$11.92	
Band 5		\$17.88	
Band 6		\$25.12	
Band 7		\$35.52	
Band 8		\$54.92	
<b>Loops - Sub-Loops NRC</b>			
Sub-Loop Interconnection (Stub Cable)			ICB
2-Wire First Line			\$62.36
2-Wire Add'l Line			\$12.99
2-Wire Re-install			\$29.45
4-Wire First Line			\$76.22
4-Wire Add'l Line			\$20.79
4-Wire Re-install			\$38.11
2W Disconnect Charge			\$20.79
4W Disconnect Charge			\$25.12
<b>Band 1-6</b>			
Band 1		\$4.44	See NRC Section
Band 2		\$4.99	See NRC Section
Band 3		\$5.77	See NRC Section
Band 4		\$6.59	See NRC Section
Band 5		\$7.40	See NRC Section
Band 6		\$8.43	See NRC Section
ISDN		ICB	
CENTREX		ICB	
PBS		ICB	
DS1		ICB	
PBX Trunk Connection Analog			\$86.95
PBX Trunk Connection (DS0)			\$86.95
PBX Trunk Connection (DS1)			\$205.15
<b>Customized Routing</b>			
Switch Analysis			\$86.18
Host Switch Translations			\$1,723.60
Remote Switch Translations			\$1,292.70

Host TOPS Translations			\$344.72
Remote TOPS Translations			\$172.36
<b>Operator Services Branding</b>			
0+ Ten Digits			\$3,643.19
411			\$800.00
<b>TELEPHONE SERVICES</b>			
CCF Package *		\$0.23	\$3.21
CLASS Package *		\$4.74	\$5.76
CENTREX Package *		\$10.47	\$36.66
- 3 Way Conf/Consult/Hold Transfer		\$1.80	\$21.12
- Conf Calling - 6 Way Station Control		\$2.35	\$31.00
- Dial Transfer to Tandem Tie Line		\$0.12	\$141.86
- Direct Connect		\$0.03	\$24.28
- Meet Me Conference		\$17.03	\$44.86
- Multi-Hunt Service		\$0.08	\$27.05
<b>INTERNET NUMBER PORTABILITY</b>			
RCF Residential	Commission Order	\$0.00	\$0.00
RCF Business	Commission Order	\$0.00	\$0.00
Call Path Residential	Commission Order	\$0.00	\$0.00
Call Path Business	Commission Order	\$0.00	\$0.00
	Should be tracking for potential recovery through permanent number portability.	Will be determined in Florida docket 950737-TP	
<b>IN-STATE SERVICE CROSS SETTLEMENTS</b>			
Per INP Line		\$5.89	
<b>IN-STATE SWITCHING</b>			
		\$0.002085	
<b>TRANSPORT</b>			
DS1		See transport price list below	\$222.95
DS3		See transport price list below	\$249.16
Shared		\$0.000711	N/A
911 Trunk 2-Wire Analog			\$116.44
Transport - DS1 Dedicated - Install			\$79.80
Transport - DS1 Migrate			N/A
Transport - DS3 Dedicated - Install			\$86.28
Transport - DS3 Migrate			N/A
Cross-Connect DS3 to DS3			N/A
Interoffice Transmission - STP Ports			\$238.81
Interoffice Transmission - STP Link (56 kbps)			\$151.02
Multiplexing - DS1-DS0			\$71.61
Multiplexing - DS3-DS1			\$96.36
Dark Fiber Transport - Initial Installation, 1-4 Patch Cords, per CO			\$171.50
<b>TRANSPORT SERVICES</b>			
Enhanced Extended Link (EEL 1); DS0 Loop, 1/0 Mux, DS1 Transport			

EEL 1 2-Wire Analog - First Line			\$224.39
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered same time/loc			\$95.22
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered different times			\$144.59
EEL 1 4-Wire Analog - First Line			\$245.56
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered same time/loc			\$116.39
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered different times			\$165.76
EEL 1 2-Wire Digital Loop, First Line			\$271.99
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered same time/loc			\$144.55
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered different times			\$192.18
EEL 1 4-Wire 56, 64 kbps Digital Loop - First Line			\$322.82
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered same			\$194.52
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered different			\$243.02
<b>Enhanced Extended Link (EEL 2); DS1 Loop, DS1 Transport</b>			
EEL 2 - DS1 Loop, DS1 Interoffice Transport			\$274.18
<b>Enhanced Extended Link (EEL 3); DS1 Loop, 3/1 Mux, DS3 Transport</b>			
EEL 3 - DS1 Loop - First DS1, DS1/3 Multiplexing, DS3 Interoffice Transport			\$377.02
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order same			\$242.23
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order different			\$290.74
EEL 3 - DS1 Loop - Migrate DS1 to CLEC DS3			\$82.68
<b>Enhanced Extended Link (EEL 4); DS3 Loop, DS3 Transport</b>			
EEL 4 - DS3 Loop, DS3 Interoffice Transport			ICB
EEL 4 - DS3 Loop, DS3 Transport - Migrate			\$97.08
<b>TRAFFIC TERMINATION</b>			
Traffic Termination, to include Common Transport (per minute of use)		\$0.0025	NA
<b>Dedicated Transport</b>			
DS1		See transport price list below	\$222.95
DS3		See transport price list below	\$249.16
<b>INTERCONNECTION</b>			
These rates apply when collocation is not involved. For collocation rates, see the appropriate tariff.			
DS0 Elec X-Conn (DS0 UNECC)		\$0.94	N/A
DS1 Elec X-Conn (DS1 UNECC)		\$2.93	N/A
DS3 Elec X-Conn (DS3 UNECC)		\$25.85	N/A
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.		\$1.47	N/A
<b>STP PORTS AND SWITCHING</b>			
STP Port		\$422.40	\$308.00
STP Switching		\$0.76	N/A

STP Transport Link 56.0 Kpbs SS7 Link per month	IES Tariff	\$82.00	N/A
STP Transport Link 56.0 Kpbs SS7 Link per mile	IES Tariff	\$4.80	N/A
STP Transport Link 1.544 Mbps SS7 Link per month	IES Tariff	\$97.50	N/A
STP Transport Link 1.544 Mbps SS7 Link per mile	IES Tariff	\$20.00	N/A
Multiplexing DS1 to DS0	IES Tariff	\$300.00	\$142.00
Originating Point Code (OPC)	IES Tariff		\$21.55
Global Title Address Translation (GTT)	IES Tariff		\$10.77
<b>LINE INFORMATION DATABASE</b>			
LIDB Database Transport per query	IES Tariff	\$0.0016	
LIDB Database per query	IES Tariff	\$0.0366	
Toll Free Code Access Service query	IES Tariff	\$0.008822	
Toll Free Code Optional Service query	IES Tariff	\$0.001405	
<b>DIRECTORY ASSISTANCE SERVICES</b>			
DA Database Listing & Update per listing or update		\$0.05	
DA Data Base Query Service per query		\$0.0100	
<b>LOCAL OPERATOR SERVICE</b>			
Toll and Local Assistance Service (Live)		\$0.414	
<b>OPERATOR SERVICE</b>			
DA Operator Service (Live)		\$0.353	
<b>WIDENET</b>			
Per DSO Equivalent Port		\$15.81	\$187.50
<b>PERFORMANCE GUIDE</b>			
Monthly Charge		\$41.00	
Tape Charge		\$50.00	
<b>OPERATIONAL SUPPORTS SERVICES</b>			
OSS Interfaces		ICB	

**Transport Price List**

<b>Originating</b>	<b>Terminating</b>	<b>Dedicated DS1</b>	<b>Dedicated DS3</b>	<b>Common</b>
ALFRFLXA	CTDLFLXA	\$ 86.39	\$ 1,178.36	0.000711
ALFRFLXA	MRNNFLXA	\$ 149.76	\$ 2,356.73	0.000711
ALSPFLXA	APPKFLXA	\$ 71.95	\$ 1,178.36	0.000711
ALSPFLXA	CSLBFLXA	\$ 86.39	\$ 1,178.36	0.000711
ALSPFLXA	CLBRFLAD	\$ 156.33	\$ 3,535.09	0.000711
ALSPFLXA	EORNFLXA	\$ 114.14	\$ 2,356.73	0.000711
ALSPFLXA	GENVFLXA	\$ 114.14	\$ 2,356.73	0.000711
ALSPFLXA	GLRDFLXA	\$ 86.39	\$ 1,178.36	0.000711
ALSPFLXA	LSBGFLXA	\$ 158.34	ICB	0.000711
ALSPFLXA	LKBRFLXA	\$ 71.95	\$ 1,178.36	0.000711
ALSPFLXA	LKBNFLXA	\$ 156.33	\$ 3,535.09	0.000711
ALSPFLXA	MTLDFLXA	\$ 71.95	\$ 1,178.36	0.000711
ALSPFLXA	MTVRFLXA	\$ 238.53	\$ 5,604.09	0.000711
ALSPFLXA	ORLDFLXA	\$ 114.14	\$ 2,356.73	0.000711
ALSPFLXA	OVIDFLCA	\$ 114.14	\$ 2,356.73	0.000711
ALSPFLXA	KSSMFLXC	\$ 174.14	\$ 3,535.09	0.000711
ALSPFLXA	SNFRFLMA	\$ 114.14	\$ 2,356.73	0.000711
ALSPFLXA	WNDRFLXA	\$ 174.14	\$ 3,535.09	0.000711
ALSPFLXA	WNGRFLXA	\$ 114.14	\$ 2,356.73	0.000711
ALSPFLXA	WNPKFLXA	\$ 86.39	\$ 1,178.36	0.000711
ALVAFLXA	BNSPFLXA	\$ 86.39	\$ 1,178.36	0.000711
ALVAFLXA	CPCRFLXA	\$ 136.41	\$ 2,771.35	0.000711
ALVAFLXA	FTMYFLXB	\$ 86.39	\$ 1,178.36	0.000711
ALVAFLXA	RGAPFLXA	\$ 158.34	\$ 2,949.75	0.000711
ALVAFLXA	FTMYFLXA	\$ 86.39	\$ 1,178.36	0.000711
ALVAFLXA	FTMBFLXA	\$ 71.95	\$ 1,178.36	0.000711
ALVAFLXA	LHACFLXA	\$ 86.39	\$ 1,178.36	0.000711
ALVAFLXA	CPCRFLXB	\$ 136.41	\$ 2,771.35	0.000711
ALVAFLXA	NFMYFLXA	\$ 136.41	\$ 2,771.35	0.000711
ALVAFLXA	PNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
ALVAFLXA	SNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
ALVAFLXA	FTMYFLXC	\$ 86.39	\$ 1,178.36	0.000711
APPKFLXA	CSLBFLXA	\$ 131.95	\$ 2,356.73	0.000711
APPKFLXA	CLBRFLAD	\$ 114.14	\$ 2,356.73	0.000711
APPKFLXA	EORNFLXA	\$ 114.14	\$ 2,356.73	0.000711
APPKFLXA	GLRDFLXA	\$ 131.95	\$ 2,356.73	0.000711
APPKFLXA	LKBRFLXA	\$ 71.95	\$ 1,178.36	0.000711

APPKFLXA	LKBNFLXA	\$ 114.14	\$ 2,356.73	0.000711
APPKFLXA	MTLDFLXA	\$ 71.95	\$ 1,178.36	0.000711
APPKFLXA	MTVRFLXA	\$ 210.77	\$ 4,425.72	0.000711
APPKFLXA	ORLDFLXA	\$ 114.14	\$ 2,356.73	0.000711
APPKFLXA	KSSMFLXC	\$ 131.95	\$ 2,356.73	0.000711
APPKFLXA	WNRDFLXA	\$ 131.95	\$ 2,356.73	0.000711
APPKFLXA	WNGRFLXA	\$ 71.95	\$ 1,178.36	0.000711
APPKFLXA	WNPKFLXA	\$ 71.95	\$ 1,178.36	0.000711
ASTRFLXA	CLMTFLXA	\$ 202.19	\$ 4,425.72	0.000711
ASTRFLXA	ESTSFLXA	\$ 202.19	\$ 4,425.72	0.000711
ASTRFLXA	GVLDFLXA	\$ 318.00	\$ 7,080.06	0.000711
ASTRFLXA	HOWYFLXA	\$ 326.58	\$ 7,673.08	0.000711
ASTRFLXA	LDLKFLXA	\$ 265.56	\$ 6,197.11	0.000711
ASTRFLXA	LSBGFLXA	\$ 202.19	\$ 4,425.72	0.000711
ASTRFLXA	MTVRFLXA	\$ 326.58	\$ 7,673.08	0.000711
ASTRFLXA	MTDRFLXA	\$ 202.19	\$ 4,425.72	0.000711
ASTRFLXA	TVRSFLXA	\$ 202.19	\$ 4,425.72	0.000711
ASTRFLXA	UMTLFLXA	\$ 138.82	\$ 3,247.36	0.000711
BAKRFLXA	CRVWFLXA	\$ 124.39	\$ 3,247.36	0.000711
BLVWFLXA	CITRFLXA	\$ 263.21	\$ 5,308.68	0.000711
BLVWFLXA	DNLNFLXA	\$ 184.39	\$ 3,832.70	0.000711
BLVWFLXA	OCNFFLXA	\$ 247.76	\$ 5,604.09	0.000711
BLVWFLXA	OCALFLXC	\$ 131.95	\$ 2,356.73	0.000711
BLVWFLXA	LDLKFLXB	\$ 86.39	\$ 1,771.38	0.000711
BLVWFLXA	MCINFLXA	\$ 263.21	\$ 5,308.68	0.000711
BLVWFLXA	OCALFLXA	\$ 138.82	\$ 2,654.34	0.000711
BLVWFLXA	OKLWFLXA	\$ 71.95	\$ 1,178.36	0.000711
BLVWFLXA	ORSPFLXA	\$ 263.21	\$ 5,308.68	0.000711
BLVWFLXA	SSPRFLXA	\$ 454.53	\$ 11,117.08	0.000711
BLVWFLXA	SVSSFLXA	\$ 71.95	\$ 1,178.36	0.000711
BVHLFLXA	CHSWFLXA	\$ 260.80	\$ 5,018.74	0.000711
BVHLFLXA	CRRVFLXA	\$ 188.84	\$ 3,247.36	0.000711
BVHLFLXA	HMSPFLXA	\$ 188.84	\$ 3,247.36	0.000711
BVHLFLXA	INVRFLXA	\$ 188.84	\$ 3,247.36	0.000711
BNFYFLXA	RYHLFLXA	\$ 71.95	\$ 1,771.38	0.000711
BNFYFLXA	WSTVFLXA	\$ 124.39	\$ 3,247.36	0.000711
BNSPFLXA	CYLKFLXA	\$ 86.39	\$ 1,178.36	0.000711
BNSPFLXA	FTMYFLXB	\$ 86.39	\$ 1,178.36	0.000711
BNSPFLXA	FTMYFLXA	\$ 86.39	\$ 1,178.36	0.000711
BNSPFLXA	FTMBFLXA	\$ 131.95	\$ 2,356.73	0.000711
BNSPFLXA	GLGCFLXA	\$ 86.39	\$ 1,178.36	0.000711
BNSPFLXA	NPLSFLXA	\$ 86.39	\$ 1,178.36	0.000711
BNSPFLXA	NPLSFLXD	\$ 86.39	\$ 1,178.36	0.000711
BNSPFLXA	NPLSFLXC	\$ 86.39	\$ 1,178.36	0.000711

BNSPFLXA	NNPLFLXA	\$ 86.39	\$ 1,178.36	0.000711
BWLGFLXA	WCHLFLXA	\$ 86.39	\$ 1,178.36	0.000711
BWLGFLXA	ZLSPFLXA	\$ 124.39	\$ 2,654.34	0.000711
KSSMFLXD	KSSMFLXA	\$ 71.95	\$ 1,771.38	0.000711
BSHNFLXA	WLWDFLXA	\$ 202.19	\$ 4,425.72	0.000711
CPCRFLXA	CYLKFLXA	\$ 136.41	\$ 2,771.35	0.000711
CPCRFLXA	FTMYFLXB	\$ 136.41	\$ 2,771.35	0.000711
CPCRFLXA	FTMYFLXA	\$ 136.41	\$ 2,771.35	0.000711
CPCRFLXA	FTMBFLXA	\$ 174.82	\$ 3,949.71	0.000711
CPCRFLXA	CPCRFLXB	\$ 136.41	\$ 2,771.35	0.000711
CPCRFLXA	NFMYFLXA	\$ 136.41	\$ 2,771.35	0.000711
CPCRFLXA	PNISFLXA	\$ 174.82	\$ 3,949.71	0.000711
CPCRFLXA	SNISFLXA	\$ 174.82	\$ 3,949.71	0.000711
CSLBFLXA	CLBRFLAD	\$ 174.14	\$ 3,535.09	0.000711
CSLBFLXA	EORNFLXA	\$ 131.95	\$ 2,356.73	0.000711
CSLBFLXA	GENVFLXA	\$ 131.95	\$ 2,356.73	0.000711
CSLBFLXA	GLRDFLXA	\$ 86.39	\$ 1,178.36	0.000711
CSLBFLXA	LKBRFLXA	\$ 131.95	\$ 2,356.73	0.000711
CSLBFLXA	LKBNFLXA	\$ 174.14	\$ 3,535.09	0.000711
CSLBFLXA	MTLDFLXA	\$ 131.95	\$ 2,356.73	0.000711
CSLBFLXA	MTVRFLXA	\$ 256.34	\$ 5,604.09	0.000711
CSLBFLXA	ORLDFLXA	\$ 131.95	\$ 2,356.73	0.000711
CSLBFLXA	OVIDFLCA	\$ 131.95	\$ 2,356.73	0.000711
CSLBFLXA	KSSMFLXC	\$ 191.95	\$ 3,535.09	0.000711
CSLBFLXA	SNFRFLMA	\$ 131.95	\$ 2,356.73	0.000711
CSLBFLXA	WNRDFLXA	\$ 191.95	\$ 3,535.09	0.000711
CSLBFLXA	WNGRFLXA	\$ 131.95	\$ 2,356.73	0.000711
CSLBFLXA	WNPKFLXA	\$ 86.39	\$ 1,178.36	0.000711
CHSWFLXA	CRRVFLXA	\$ 260.80	\$ 5,018.74	0.000711
CHSWFLXA	HMSPFLXA	\$ 71.95	\$ 1,771.38	0.000711
CHSWFLXA	INVRFLXA	\$ 260.80	\$ 5,018.74	0.000711
CHLKFLXA	GNVFLXA	\$ 331.16	\$ 8,760.35	0.000711
CHLKFLXA	LEE_FLXA	\$ 278.72	\$ 7,284.38	0.000711
CHLKFLXA	MDSNFLXA	\$ 206.77	\$ 5,512.99	0.000711
CLMTFLXA	CLBRFLAD	\$ 131.95	\$ 2,356.73	0.000711
CLMTFLXA	ESTSFLXA	\$ 86.39	\$ 1,178.36	0.000711
CLMTFLXA	GVLDLFLXA	\$ 138.82	\$ 2,654.34	0.000711
CLMTFLXA	HOWYFLXA	\$ 210.77	\$ 4,425.72	0.000711
CLMTFLXA	LDLKFLXA	\$ 202.19	\$ 4,425.72	0.000711
CLMTFLXA	LSBGFLXA	\$ 86.39	\$ 1,178.36	0.000711
CLMTFLXA	LKBNFLXA	\$ 131.95	\$ 2,356.73	0.000711
CLMTFLXA	MTVRFLXA	\$ 210.77	\$ 4,425.72	0.000711
CLMTFLXA	MTDRFLXA	\$ 86.39	\$ 1,178.36	0.000711
CLMTFLXA	ORLDFLXA	\$ 174.14	\$ 3,535.09	0.000711

CLMTFLXA	KSSMFLXC	\$ 86.39	\$ 1,178.36	0.000711
CLMTFLXA	TVRSFLXA	\$ 86.39	\$ 1,178.36	0.000711
CLMTFLXA	UMTLFLXA	\$ 202.19	\$ 4,425.72	0.000711
CLMTFLXA	WNDRFLXA	\$ 191.95	\$ 3,535.09	0.000711
CLMTFLXA	WNGRFLXA	\$ 86.39	\$ 1,178.36	0.000711
CTDLFLXA	MRNNFLXA	\$ 86.39	\$ 1,178.36	0.000711
CFVLFLXA	ARNFLXA *	\$ 504.27	\$ 11,821.63	0.000711
CFVLFLXA	CRBLFLXA	\$ 504.27	\$ 11,821.63	0.000711
CFVLFLXA	PNACFLXA	\$ 124.39	\$ 3,247.36	0.000711
CFVLFLXA	SPCPFLXA	\$ 271.23	\$ 6,512.95	0.000711
CFVLFLXA	STMKFLXA	\$ 124.39	\$ 3,247.36	0.000711
CFVLFLXA	TLHSFLXD	\$ 271.23	\$ 6,512.95	0.000711
CRVWFLXA	LRHLFLXA *	\$ 71.95	\$ 1,178.36	0.000711
CRRVFLXA	HMSPLXA	\$ 188.84	\$ 3,247.36	0.000711
CRRVFLXA	INVRFLXA	\$ 188.84	\$ 3,247.36	0.000711
CRRVFLXA	YNTWFLMA	\$ 227.25	\$ 4,425.72	0.000711
CYLKFLXA	FTMYFLXB	\$ 86.39	\$ 1,178.36	0.000711
CYLKFLXA	RGAPFLXA	\$ 71.95	\$ 1,771.38	0.000711
CYLKFLXA	FTMYFLXA	\$ 86.39	\$ 1,178.36	0.000711
CYLKFLXA	FTMBFLXA	\$ 71.95	\$ 1,178.36	0.000711
CYLKFLXA	LHACFLXA	\$ 86.39	\$ 1,178.36	0.000711
CYLKFLXA	CPCRFLXB	\$ 136.41	\$ 2,771.35	0.000711
CYLKFLXA	NFMYFLXA	\$ 71.95	\$ 1,178.36	0.000711
CYLKFLXA	PNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
CYLKFLXA	SNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
CYLKFLXA	FTMYFLXC	\$ 86.39	\$ 1,178.36	0.000711
DDCYFLXA	SNANFLXA	\$ 86.39	\$ 1,178.36	0.000711
DDCYFLXA	TLCHFLXA	\$ 86.39	\$ 1,178.36	0.000711
DDCYFLXA	ZPHYFLXA	\$ 71.95	\$ 1,178.36	0.000711
DFSPFLXA	FRPTFLXA	\$ 86.39	\$ 1,178.36	0.000711
DFSPFLXA	GLDLFLXA	\$ 124.39	\$ 3,247.36	0.000711
DFSPFLXA	PXTNFLXA *	\$ 131.95	\$ 2,356.73	0.000711
DFSPFLXA	PNLNFLXA	\$ 124.39	\$ 3,247.36	0.000711
ORCYFLXC	LKHNFLXA	\$ 71.95	\$ 1,771.38	0.000711
ORCYFLXC	ORCYFLXA	\$ 71.95	\$ 1,771.38	0.000711
DESTFLXA	FTWBFLXA	\$ 86.39	\$ 1,178.36	0.000711
DESTFLXA	VLPRFLXA	\$ 86.39	\$ 1,178.36	0.000711
DESTFLXA	SNRSFLXA	\$ 86.39	\$ 1,178.36	0.000711
DESTFLXA	SHLMFLXA	\$ 86.39	\$ 1,178.36	0.000711
DESTFLXA	VLPRFLXA	\$ 86.39	\$ 1,178.36	0.000711
FTMYFLMA	FLMYFLXA	\$ 395.62	\$ 1,607.00	0.000711
FTMYFLXB	RGAPFLXA	\$ 158.34	\$ 2,949.75	0.000711
FTMYFLXA	FTMYFLXC	\$ 118.00	\$ 1,423.00	0.000711
FTMYFLXA	FTMYFLXB	\$ 118.00	\$ 1,423.00	0.000711

FTMYFLXB	FTMBFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTMYFLXB	LHACFLXA	\$ 86.39	\$ 1,178.36	0.000711
FTMYFLXB	CPCRFLXB	\$ 136.41	\$ 2,771.35	0.000711
FTMYFLXB	NFMYFLXA	\$ 136.41	\$ 2,771.35	0.000711
FTMYFLXB	PNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTMYFLXB	SNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTMYFLXB	FTMYFLXC	\$ 86.39	\$ 1,178.36	0.000711
ESTSFLXA	GVLDFLXA	\$ 202.19	\$ 3,832.70	0.000711
ESTSFLXA	HOWYFLXA	\$ 210.77	\$ 4,425.72	0.000711
ESTSFLXA	LDLKFLXA	\$ 149.76	\$ 2,949.75	0.000711
ESTSFLXA	LSBGFLXA	\$ 86.39	\$ 1,178.36	0.000711
ESTSFLXA	MTVRFLXA	\$ 210.77	\$ 4,425.72	0.000711
ESTSFLXA	MTDRFLXA	\$ 86.39	\$ 1,178.36	0.000711
ESTSFLXA	TVRSFLXA	\$ 86.39	\$ 1,178.36	0.000711
ESTSFLXA	UMTLFLXA	\$ 86.39	\$ 1,178.36	0.000711
OCNFFLXA	CITRFLXA	\$ 326.58	\$ 7,080.06	0.000711
OCNFFLXA	DNLNFLXA	\$ 363.56	\$ 8,258.42	0.000711
OCNFFLXA	OCALFLXC	\$ 138.82	\$ 3,247.36	0.000711
OCNFFLXA	LDLKFLXB	\$ 307.76	\$ 7,375.47	0.000711
OCNFFLXA	MCINFLXA	\$ 326.58	\$ 7,080.06	0.000711
OCNFFLXA	OCALFLXA	\$ 202.19	\$ 4,425.72	0.000711
OCNFFLXA	OKLWFLXA	\$ 247.76	\$ 5,604.09	0.000711
OCNFFLXA	ORSPFLXA	\$ 326.58	\$ 7,080.06	0.000711
OCNFFLXA	SSPRFLXA	\$ 345.60	\$ 8,760.35	0.000711
OCNFFLXA	SVSSFLXA	\$ 247.76	\$ 5,604.09	0.000711
FTMDFLXA	BARTFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTMDFLXA	LKLDFLXA	\$ 71.95	\$ 1,178.36	0.000711
RGAPFLXA	FTMYFLXC	\$ 158.34	\$ 2,949.75	0.000711
FTMYFLXA	FTMBFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTMYFLXA	LHACFLXA	\$ 86.39	\$ 1,178.36	0.000711
FTMYFLXA	CPCRFLXB	\$ 136.41	\$ 2,771.35	0.000711
FTMYFLXA	NFMYFLXA	\$ 136.41	\$ 2,771.35	0.000711
FTMYFLXA	PNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTMYFLXA	SNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTMBFLXA	LHACFLXA	\$ 131.95	\$ 2,356.73	0.000711
FTMBFLXA	CPCRFLXB	\$ 174.82	\$ 3,949.71	0.000711
FTMBFLXA	NFMYFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTMBFLXA	PNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTMBFLXA	SNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
FTWBFLXA	FTWBFLXB	\$ 124.39	\$ 2,654.34	0.000711
FTWBFLXA	HLNVFLMA *	\$ 71.95	\$ 1,178.36	0.000711
FTWBFLXA	VLPRFLXA	\$ 86.39	\$ 1,178.36	0.000711
FTWBFLXA	SNRSFLXA	\$ 149.76	\$ 2,356.73	0.000711
FTWBFLXA	SHLMFLXA	\$ 86.39	\$ 1,178.36	0.000711

FTWBFLXA	VLPRFLXA	\$ 86.39	\$ 1,178.36	0.000711
GLGCFLXA	MOISFLXA	\$ 86.39	\$ 1,178.36	0.000711
GLGCFLXA	NPLSFLXA	\$ 86.39	\$ 1,178.36	0.000711
GLGCFLXA	NPLSFLXD	\$ 86.39	\$ 1,178.36	0.000711
GLGCFLXA	NPLSFLXC	\$ 86.39	\$ 1,178.36	0.000711
GLGCFLXA	NNPLFLXA	\$ 86.39	\$ 1,178.36	0.000711
GLRDFLXA	CLBRFLAD	\$ 174.14	\$ 3,535.09	0.000711
GLRDFLXA	EORNFLXA	\$ 131.95	\$ 2,356.73	0.000711
GLRDFLXA	GENVFLXA	\$ 131.95	\$ 2,356.73	0.000711
GLRDFLXA	LKBRFLXA	\$ 131.95	\$ 2,356.73	0.000711
GLRDFLXA	LKBNFLXA	\$ 174.14	\$ 3,535.09	0.000711
GLRDFLXA	MTLDFLXA	\$ 131.95	\$ 2,356.73	0.000711
GLRDFLXA	MTVRFLXA	\$ 256.34	\$ 5,604.09	0.000711
GLRDFLXA	ORLDFLXA	\$ 131.95	\$ 2,356.73	0.000711
GLRDFLXA	OVIDFLCA	\$ 131.95	\$ 2,356.73	0.000711
GLRDFLXA	KSSMFLXC	\$ 191.95	\$ 3,535.09	0.000711
GLRDFLXA	SNFRFLMA	\$ 131.95	\$ 2,356.73	0.000711
GLRDFLXA	WNDRFLXA	\$ 191.95	\$ 3,535.09	0.000711
GLRDFLXA	WNGRFLXA	\$ 131.95	\$ 2,356.73	0.000711
GLRDFLXA	WNPKFLXA	\$ 86.39	\$ 1,178.36	0.000711
GDRGFLXA	MRNNFLXA	\$ 86.39	\$ 1,178.36	0.000711
GDRGFLXA	SNDSFLXA	\$ 86.39	\$ 1,178.36	0.000711
GNVLFLXA	LEE_FLXA	\$ 196.34	\$ 5,018.74	0.000711
GNVLFLXA	MDSNFLXA	\$ 124.39	\$ 3,247.36	0.000711
GNVLFLXA	MNTIFLXA	\$ 138.82	\$ 2,654.34	0.000711
GNVLFLXA	TLHSFLXA	\$ 138.82	\$ 2,654.34	0.000711
GNWDFLXA	MALNFLXA	\$ 86.39	\$ 1,178.36	0.000711
GNWDFLXA	MRNNFLXA	\$ 86.39	\$ 1,178.36	0.000711
GVLDFLXA	HOWYFLXA	\$ 263.21	\$ 5,901.70	0.000711
GVLDFLXA	LDLKFLXA	\$ 202.19	\$ 4,425.72	0.000711
GVLDFLXA	LSBGFLXA	\$ 138.82	\$ 2,654.34	0.000711
GVLDFLXA	MTVRFLXA	\$ 326.58	\$ 7,080.06	0.000711
GVLDFLXA	MTDRFLXA	\$ 202.19	\$ 3,832.70	0.000711
GVLDFLXA	TVRSFLXA	\$ 202.19	\$ 3,832.70	0.000711
GVLDFLXA	UMTLFLXA	\$ 318.00	\$ 7,080.06	0.000711
OCALFLXC	CITRFLXA	\$ 210.77	\$ 3,832.70	0.000711
OCALFLXC	DNLNFLXA	\$ 247.76	\$ 5,011.07	0.000711
OCALFLXC	LDLKFLXB	\$ 149.76	\$ 2,949.75	0.000711
OCALFLXA	LSBGFLXA	\$ 124.39	ICB	0.000711
OCALFLXC	MCINFLXA	\$ 210.77	\$ 3,832.70	0.000711
OCALFLXC	OCALFLXA	\$ 86.39	\$ 1,178.36	0.000711
OCALFLXC	OKLWFLXA	\$ 131.95	\$ 2,356.73	0.000711
OCALFLXC	ORSPFLXA	\$ 210.77	\$ 3,832.70	0.000711
OCALFLXC	SSPRFLXA	\$ 408.97	\$ 9,938.72	0.000711

OCALFLXC	OCALFLXB	\$ 138.82	\$ 2,654.34	0.000711
OCALFLXC	SVSPFLXA	\$ 71.95	\$ 1,771.38	0.000711
OCALFLXC	SVSSFLXA	\$ 131.95	\$ 2,356.73	0.000711
HMSPFLEXA	INVRFLXA	\$ 188.84	\$ 3,247.36	0.000711
HOWYFLXA	LDLKFLXA	\$ 210.77	\$ 5,018.74	0.000711
HOWYFLXA	LSBGFLXA	\$ 210.77	\$ 4,425.72	0.000711
HOWYFLXA	MTVRFLXA	\$ 335.16	\$ 7,673.08	0.000711
HOWYFLXA	MTDRFLXA	\$ 210.77	\$ 4,425.72	0.000711
HOWYFLXA	TVRSFLXA	\$ 210.77	\$ 4,425.72	0.000711
HOWYFLXA	UMTLFLXA	\$ 326.58	\$ 7,673.08	0.000711
KNVLFLXA	KSSMFLXA	\$ 138.82	\$ 2,654.34	0.000711
KNVLFLXA	STCDFLXA	\$ 138.82	\$ 2,654.34	0.000711
KNVLFLXA	KSSMFLXB	\$ 184.39	\$ 3,832.70	0.000711
KGLKFLXA	LWTYFLXA	\$ 206.77	\$ 5,512.99	0.000711
KGLKFLXA	RAFRFLAB	\$ 278.72	\$ 6,691.36	0.000711
KGLKFLXA	STRKFLXA	\$ 206.77	\$ 5,512.99	0.000711
KSSMFLXA	CLBRFLAD	\$ 114.14	\$ 2,356.73	0.000711
KSSMFLXA	HNCYFLXA	\$ 138.82	\$ 2,654.34	0.000711
KSSMFLXA	MTLDFLXA	\$ 174.82	ICB	0.000711
KSSMFLXA	STCDFLXA	\$ 138.82	\$ 2,654.34	0.000711
KSSMFLXA	KSSMFLXB	\$ 71.95	\$ 1,178.36	0.000711
KSSMFLXA	WNPFLXE	\$ 114.14	\$ 2,356.73	0.000711
LDLKFLXA	LSBGFLXA	\$ 86.39	\$ 1,771.38	0.000711
LDLKFLXA	MTVRFLXA	\$ 274.14	\$ 6,197.11	0.000711
LDLKFLXA	MTDRFLXA	\$ 149.76	\$ 2,949.75	0.000711
LDLKFLXA	TVRSFLXA	\$ 149.76	\$ 2,949.75	0.000711
LDLKFLXA	UMTLFLXA	\$ 265.56	\$ 6,197.11	0.000711
LDLKFLXB	LSBGFLXA	\$ 86.39	\$ 1,771.38	0.000711
LDLKFLXB	MTVRFLXA	\$ 274.14	\$ 6,197.11	0.000711
LDLKFLXB	MTDRFLXA	\$ 149.76	\$ 2,949.75	0.000711
LDLKFLXB	OCALFLXA	\$ 202.19	\$ 4,425.72	0.000711
LDLKFLXB	OKLWFLXA	\$ 131.95	\$ 2,949.75	0.000711
LDLKFLXB	SSPRFLXA	\$ 514.53	\$ 12,888.46	0.000711
LDLKFLXB	SVSSFLXA	\$ 131.95	\$ 2,949.75	0.000711
LDLKFLXB	TVRSFLXA	\$ 149.76	\$ 2,949.75	0.000711
LDLKFLXB	UMTLFLXA	\$ 265.56	\$ 6,197.11	0.000711
LKBRFLXA	CLBRFLAD	\$ 156.33	\$ 3,535.09	0.000711
LKBRFLXA	EORNFLXA	\$ 114.14	\$ 2,356.73	0.000711
LKBRFLXA	GENVFLXA	\$ 114.14	\$ 2,356.73	0.000711
LKBRFLXA	LKBNFLXA	\$ 156.33	\$ 3,535.09	0.000711
LKBRFLXA	MTLDFLXA	\$ 71.95	\$ 1,178.36	0.000711
LKBRFLXA	MTVRFLXA	\$ 238.53	\$ 5,604.09	0.000711
LKBRFLXA	ORLDFLXA	\$ 114.14	\$ 2,356.73	0.000711
LKBRFLXA	OVIDFLCA	\$ 114.14	\$ 2,356.73	0.000711

LKBRFLXA	KSSMFLXC	\$ 174.14	\$ 3,535.09	0.000711
LKBRFLXA	SNFRFLMA	\$ 114.14	\$ 2,356.73	0.000711
LKBRFLXA	WNDRFLXA	\$ 174.14	\$ 3,535.09	0.000711
LKBRFLXA	WNGRFLXA	\$ 114.14	\$ 2,356.73	0.000711
LKBRFLXA	WNPFLXA	\$ 71.95	\$ 1,178.36	0.000711
LKHNFLXA	ORCYFLXA	\$ 71.95	\$ 1,771.38	0.000711
LWTYFLXA	RAFRFLAB	\$ 278.72	\$ 6,691.36	0.000711
LWTYFLXA	STRKFLXA	\$ 206.77	\$ 5,512.99	0.000711
LEE_FLXA	MDSNFLXA	\$ 71.95	\$ 1,771.38	0.000711
LSBGFLXA	MTVRFLXA	\$ 210.77	\$ 4,425.72	0.000711
LSBGFLXA	MTDRFLXA	\$ 86.39	\$ 1,178.36	0.000711
LSBGFLXA	OCALFLXA	\$ 124.39	\$ 2,654.34	0.000711
LSBGFLXA	TVRSFLXA	\$ 86.39	\$ 1,178.36	0.000711
LSBGFLXA	UMTLFLXA	\$ 202.19	\$ 4,425.72	0.000711
MTLDFLXA	CLBRFLAD	\$ 156.33	\$ 3,535.09	0.000711
MTLDFLXA	EORNFLXA	\$ 114.14	\$ 2,356.73	0.000711
MTLDFLXA	GENVFLXA	\$ 114.14	\$ 2,356.73	0.000711
MTLDFLXA	LKBNFLXA	\$ 156.33	\$ 3,535.09	0.000711
MTLDFLXA	MTVRFLXA	\$ 238.53	\$ 5,604.09	0.000711
MTLDFLXA	ORLDFLXA	\$ 114.14	\$ 2,356.73	0.000711
MTLDFLXA	OVIDFLCA	\$ 114.14	\$ 2,356.73	0.000711
MTLDFLXA	KSSMFLXC	\$ 174.14	\$ 3,535.09	0.000711
MTLDFLXA	SNFRFLMA	\$ 114.14	\$ 2,356.73	0.000711
MTLDFLXA	WNDRFLXA	\$ 174.14	\$ 3,535.09	0.000711
MTLDFLXA	WNGRFLXA	\$ 114.14	\$ 2,356.73	0.000711
MTLDFLXA	WNPFLXA	\$ 71.95	\$ 1,178.36	0.000711
MALNFLXA	MRNNFLXA	\$ 86.39	\$ 1,178.36	0.000711
MOISFLXA	NPLSFLXA	\$ 86.39	\$ 1,178.36	0.000711
MOISFLXA	NPLSFLXD	\$ 86.39	\$ 1,178.36	0.000711
MOISFLXA	NPLSFLXC	\$ 86.39	\$ 1,178.36	0.000711
MOISFLXA	NNPLFLXA	\$ 86.39	\$ 1,178.36	0.000711
MRNNFLXA	ALTHFLXA	\$ 71.95	\$ 1,178.36	0.000711
MRNNFLXA	SNDSFLXA	\$ 86.39	\$ 1,178.36	0.000711
MNTIFLXA	TLHSFLXA	\$ 138.82	\$ 2,654.34	0.000711
MTVRFLXA	CLBRFLAD	\$ 256.34	\$ 5,604.09	0.000711
MTVRFLXA	EORNFLXA	\$ 238.53	\$ 5,604.09	0.000711
MTVRFLXA	LKBNFLXA	\$ 256.34	\$ 5,604.09	0.000711
MTVRFLXA	MTDRFLXA	\$ 210.77	\$ 4,425.72	0.000711
MTVRFLXA	ORLDFLXA	\$ 238.53	\$ 5,604.09	0.000711
MTVRFLXA	KSSMFLXC	\$ 210.77	\$ 4,425.72	0.000711
MTVRFLXA	TVRSFLXA	\$ 210.77	\$ 4,425.72	0.000711
MTVRFLXA	UMTLFLXA	\$ 210.77	\$ 4,425.72	0.000711
MTVRFLXA	WNDRFLXA	\$ 210.77	\$ 4,425.72	0.000711
MTVRFLXA	WNGRFLXA	\$ 124.39	\$ 3,247.36	0.000711

MTVRFLXA	WNPKFLXA	\$ 196.34	\$ 4,425.72	0.000711
MTDRFLXA	TVRSFLXA	\$ 86.39	\$ 1,178.36	0.000711
MTDRFLXA	UMTLFLXA	\$ 202.19	\$ 4,425.72	0.000711
NNPLFLXA	FTMYFLXA	\$ 136.41	\$ 2,949.75	0.000711
NPLSFLXA	NPLSFLXC	\$ 86.39	\$ 1,178.36	0.000711
NPLSFLXA	NNPLFLXA	\$ 86.39	\$ 1,178.36	0.000711
NPLSFLXC	FTMYFLXA	\$ 136.41	\$ 2,949.75	0.000711
NPLSFLXD	FTMYFLXA	\$ 136.41	\$ 2,949.75	0.000711
NPLSFLXD	NPLSFLXC	\$ 86.39	\$ 1,178.36	0.000711
NPLSFLXD	NNPLFLXA	\$ 86.39	\$ 1,178.36	0.000711
NPLSFLXC	NNPLFLXA	\$ 86.39	\$ 1,178.36	0.000711
VLPRFLXA	SHLMFLXA	\$ 86.39	\$ 1,178.36	0.000711
CPCRFLXB	NFMYFLXA	\$ 136.41	\$ 2,771.35	0.000711
CPCRFLXB	PNISFLXA	\$ 174.82	\$ 3,949.71	0.000711
CPCRFLXB	SNISFLXA	\$ 174.82	\$ 3,949.71	0.000711
NFMYFLXA	PNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
NFMYFLXA	SNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
OCALFLXA	CITRFLXA	\$ 263.21	\$ 5,308.68	0.000711
OCALFLXA	DNLNFLXA	\$ 184.39	\$ 3,832.70	0.000711
OCALFLXA	HMSPLFLXA	\$ 345.60	ICB	0.000711
OCALFLXA	MCINFLXA	\$ 263.21	\$ 5,308.68	0.000711
OCALFLXA	OKLWFLXA	\$ 71.95	\$ 1,178.36	0.000711
OCALFLXA	ORSPFLXA	\$ 263.21	\$ 5,308.68	0.000711
OCALFLXA	SSPRFLXA	\$ 408.97	\$ 9,938.72	0.000711
OCALFLXA	OCALFLXB	\$ 138.82	\$ 2,654.34	0.000711
OCALFLXA	SVSPFLXA	\$ 158.34	\$ 2,949.75	0.000711
OCALFLXA	SVSSFLXA	\$ 71.95	\$ 1,178.36	0.000711
OKLWFLXA	CITRFLXA	\$ 196.34	\$ 3,832.70	0.000711
OKLWFLXA	DNLNFLXA	\$ 229.95	\$ 5,011.07	0.000711
OKLWFLXA	MCINFLXA	\$ 196.34	\$ 3,832.70	0.000711
OKLWFLXA	ORSPFLXA	\$ 196.34	\$ 3,832.70	0.000711
OKLWFLXA	SSPRFLXA	\$ 454.53	\$ 11,117.08	0.000711
OKLWFLXA	SVSSFLXA	\$ 71.95	\$ 1,178.36	0.000711
ORCYFLXA	DBRYFLXA	\$ 71.95	\$ 1,178.36	0.000711
ORCYFLXA	DELDFLXA	\$ 71.95	\$ 1,178.36	0.000711
ORCYFLXA	DLSPFLXA	\$ 71.95	\$ 1,178.36	0.000711
ORLDFLMA	WNPKFLXE	\$40.00	ICB	0.000711
PNACFLXA	ARNPFLXA *	\$ 628.66	\$ 15,068.99	0.000711
PNACFLXA	SPCPFLXA	\$ 395.62	\$ 9,760.31	0.000711
PNACFLXA	STMKFLXA	\$ 248.78	\$ 6,494.72	0.000711
PNACFLXA	TLHSFLXD	\$ 395.62	\$ 9,760.31	0.000711
PNGRFLXA	FTMYFLXA		\$ 2,527.00	0.000711
PNISFLXA	SNISFLXA	\$ 71.95	\$ 1,178.36	0.000711
KSSMFLXC	CLBRFLAD	\$ 131.95	\$ 2,356.73	0.000711

KSSMFLXC	EORNFLXA	\$ 174.14	\$ 3,535.09	0.000711
KSSMFLXC	LKBNFLXA	\$ 131.95	\$ 2,356.73	0.000711
KSSMFLXC	ORLDFLXA	\$ 174.14	\$ 3,535.09	0.000711
KSSMFLXC	KSSMFLXB	\$ 86.39	\$ 1,178.36	0.000711
KSSMFLXC	WNDRFLXA	\$ 149.76	\$ 2,356.73	0.000711
KSSMFLXC	WNGRFLXA	\$ 86.39	\$ 1,178.36	0.000711
KSSMFLXC	WNPKFLXA	\$ 131.95	\$ 2,356.73	0.000711
RYHLFLXA	WSTVFLXA	\$ 196.34	\$ 5,018.74	0.000711
SSPRFLXA	CITRFLXA	\$ 533.35	\$ 12,593.05	0.000711
SSPRFLXA	DNLNFLXA	\$ 570.34	\$ 13,771.42	0.000711
SSPRFLXA	MCINFLXA	\$ 533.35	\$ 12,593.05	0.000711
SSPRFLXA	ORSPFLXA	\$ 533.35	\$ 12,593.05	0.000711
SSPRFLXA	SVSSFLXA	\$ 454.53	\$ 11,117.08	0.000711
SNANFLXA	TLCHFLXA	\$ 149.76	\$ 2,356.73	0.000711
SNANFLXA	ZPHYFLXA	\$ 131.95	\$ 2,356.73	0.000711
SNRSFLXA	SGBHFLXA	\$ 86.39	\$ 1,178.36	0.000711
SBNGFLXA	SLHLFLXA	\$ 124.39	\$ 2,654.34	0.000711
SHLMFLXA	VLPRFLXA	\$ 86.39	\$ 1,178.36	0.000711
SVSSFLXA	CITRFLXA	\$ 196.34	\$ 3,832.70	0.000711
SVSSFLXA	DNLNFLXA	\$ 229.95	\$ 5,011.07	0.000711
SVSSFLXA	MCINFLXA	\$ 196.34	\$ 3,832.70	0.000711
SVSSFLXA	ORSPFLXA	\$ 196.34	\$ 3,832.70	0.000711
SPCPFLXA	ARNPFLXA *	\$ 504.27	\$ 11,821.63	0.000711
SPCPFLXA	CRBLFLXA	\$ 504.27	\$ 11,821.63	0.000711
SPCPFLXA	STMKFLXA	\$ 395.62	\$ 9,760.31	0.000711
SPCPFLXA	TLHSFLXD	\$ 271.23	\$ 6,512.95	0.000711
STCDFLXA	CLBRFLAD	\$ 114.14	\$ 2,356.73	0.000711
STCDFLXA	KSSMFLXB	\$ 71.95	\$ 1,178.36	0.000711
STMKFLXA	ARNPFLXA *	\$ 628.66	\$ 15,068.99	0.000711
STMKFLXA	TLHSFLXD	\$ 395.62	\$ 9,760.31	0.000711
STRKFLXA	KYHGFLMA *	\$ 278.72	\$ 6,691.36	0.000711
STRKFLXA	RAFRFLAB	\$ 278.72	\$ 6,691.36	0.000711
TLHSFLXA	ARNPFLXA *	\$ 263.21	\$ 5,308.68	0.000711
TLHSFLXA	BRSTFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXA	CRBLFLXA	\$ 263.21	\$ 5,308.68	0.000711
TLHSFLXA	CHTHFLXA	\$ 263.21	\$ 5,308.68	0.000711
TLHSFLXA	GNBOFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXA	GRETFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXA	HAVNFLMA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXA	HSFRFLXA *	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXA	PRRYFLXA*	\$ 263.21	\$ 5,308.68	0.000711
TLHSFLXA	QNCYFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXA	TLHSFLXE	\$ 86.39	\$ 1,178.36	0.000711
TLHSFLXA	TLHSFLXC	\$ 86.39	\$ 1,178.36	0.000711

TLHSFLXA	TLHSFLXH	\$	86.39	\$	1,178.36	0.000711
TLHSFLXA	TLHSFLXB	\$	86.39	\$	1,178.36	0.000711
TLHSFLXA	TLHSFLXF	\$	149.76	\$	2,356.73	0.000711
TLHSFLXE	ARNFLXA *	\$	326.58	\$	6,487.04	0.000711
TLHSFLXE	BRSTFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXE	CRBLFLXA	\$	326.58	\$	6,487.04	0.000711
TLHSFLXE	CHTHFLXA	\$	326.58	\$	6,487.04	0.000711
TLHSFLXE	GNBOFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXE	GRETFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXE	HAVNFLMA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXE	HSFRFLXA *	\$	131.95	\$	2,356.73	0.000711
TLHSFLXE	QNCYFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXE	TLHSFLXC	\$	86.39	\$	1,178.36	0.000711
TLHSFLXE	TLHSFLXH	\$	86.39	\$	1,178.36	0.000711
TLHSFLXE	TLHSFLXB	\$	86.39	\$	1,178.36	0.000711
TLHSFLXE	TLHSFLXF	\$	149.76	\$	2,356.73	0.000711
TLHSFLXC	ARNFLXA *	\$	326.58	\$	6,487.04	0.000711
TLHSFLXC	BRSTFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXC	CRBLFLXA	\$	326.58	\$	6,487.04	0.000711
TLHSFLXC	CHTHFLXA	\$	326.58	\$	6,487.04	0.000711
TLHSFLXC	GNBOFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXC	GRETFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXC	HAVNFLMA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXC	HSFRFLXA *	\$	131.95	\$	2,356.73	0.000711
TLHSFLXC	QNCYFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXC	TLHSFLXH	\$	86.39	\$	1,178.36	0.000711
TLHSFLXC	TLHSFLXB	\$	86.39	\$	1,178.36	0.000711
TLHSFLXC	TLHSFLXF	\$	149.76	\$	2,356.73	0.000711
TLHSFLXH	ARNFLXA *	\$	326.58	\$	6,487.04	0.000711
TLHSFLXH	BRSTFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXH	CRBLFLXA	\$	326.58	\$	6,487.04	0.000711
TLHSFLXH	CHTHFLXA	\$	326.58	\$	6,487.04	0.000711
TLHSFLXH	GNBOFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXH	GRETFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXH	HAVNFLMA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXH	HSFRFLXA *	\$	131.95	\$	2,356.73	0.000711
TLHSFLXH	QNCYFLXA	\$	131.95	\$	2,356.73	0.000711
TLHSFLXH	TLHSFLXB	\$	86.39	\$	1,178.36	0.000711
TLHSFLXH	TLHSFLXF	\$	149.76	\$	2,356.73	0.000711
TLHSFLXB	ARNFLXA *	\$	326.58	\$	6,487.04	0.000711
TLHSFLXB	BRSTFLXA	\$	71.95	\$	1,178.36	0.000711
TLHSFLXB	CRBLFLXA	\$	326.58	\$	6,487.04	0.000711
TLHSFLXB	CHTHFLXA	\$	326.58	\$	6,487.04	0.000711
TLHSFLXB	GNBOFLXA	\$	71.95	\$	1,178.36	0.000711

TLHSFLXB	GRETFLXA	\$ 71.95	\$ 1,178.36	0.000711
TLHSFLXB	HAVNFLMA	\$ 71.95	\$ 1,178.36	0.000711
TLHSFLXB	HSFRFLXA *	\$ 71.95	\$ 1,178.36	0.000711
TLHSFLXB	QNCYFLXA	\$ 71.95	\$ 1,178.36	0.000711
TLHSFLXD	ARPNFLXA *	\$ 326.58	\$ 6,487.04	0.000711
TLHSFLXD	BRSTFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXD	CRBLFLXA	\$ 326.58	\$ 6,487.04	0.000711
TLHSFLXD	CHTHFLXA	\$ 326.58	\$ 6,487.04	0.000711
TLHSFLXD	GNBOFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXD	GRETFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXD	HAVNFLMA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXD	HSFRFLXA *	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXD	QNCYFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXD	TLHSFLXA	\$ 86.39	\$ 1,178.36	0.000711
TLHSFLXD	TLHSFLXE	\$ 149.76	\$ 2,356.73	0.000711
TLHSFLXD	TLHSFLXC	\$ 86.39	\$ 1,178.36	0.000711
TLHSFLXD	TLHSFLXH	\$ 149.76	\$ 2,356.73	0.000711
TLHSFLXD	TLHSFLXB	\$ 86.39	\$ 1,178.36	0.000711
TLHSFLXD	TLHSFLXF	\$ 149.76	\$ 2,356.73	0.000711
TLHSFLXF	ARPNFLXA *	\$ 389.95	\$ 7,665.40	0.000711
TLHSFLXF	BRSTFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXF	CRBLFLXA	\$ 389.95	\$ 7,665.40	0.000711
TLHSFLXF	CHTHFLXA	\$ 389.95	\$ 7,665.40	0.000711
TLHSFLXF	GNBOFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXF	GRETFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXF	HAVNFLMA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXF	HSFRFLXA *	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXF	QNCYFLXA	\$ 131.95	\$ 2,356.73	0.000711
TLHSFLXF	TLHSFLXB	\$ 86.39	\$ 1,178.36	0.000711
TVRSFLXA	UMTLFLXA	\$ 202.19	\$ 4,425.72	0.000711
TLCHFLXA	ZPHYFLXA	\$ 131.95	\$ 2,356.73	0.000711
WCHLFLXA	ZLSPFLXA	\$ 124.39	\$ 2,654.34	0.000711
KSSMFLXB	CLBRFLAD	\$ 71.95	\$ 1,178.36	0.000711
KSSMFLXB	HNCYFLXA	\$ 184.39	\$ 3,832.70	0.000711
WLSTFLXA	BRSNFLMA	\$ 71.95	\$ 1,178.36	0.000711
WNDRFLXA	CLBRFLAD	\$ 174.14	\$ 3,535.09	0.000711
WNDRFLXA	EORNFLXA	\$ 174.14	\$ 3,535.09	0.000711
WNDRFLXA	LKBNFLXA	\$ 174.14	\$ 3,535.09	0.000711
WNDRFLXA	ORLDFLXA	\$ 174.14	\$ 3,535.09	0.000711
WNDRFLXA	WNGRFLXA	\$ 86.39	\$ 1,178.36	0.000711
WNDRFLXA	WNPKFLXA	\$ 131.95	\$ 2,356.73	0.000711
WNGRFLXA	CLBRFLAD	\$ 131.95	\$ 2,356.73	0.000711
WNGRFLXA	EORNFLXA	\$ 114.14	\$ 2,356.73	0.000711
WNGRFLXA	LKBNFLXA	\$ 131.95	\$ 2,356.73	0.000711

WNGRFLXA	ORLDFLXA	\$ 114.14	\$ 2,356.73	0.000711
WNGRFLXA	WNPKFLXA	\$ 71.95	\$ 1,178.36	0.000711
WNPKFLXA	CLBRFLAD	\$ 114.14	\$ 2,356.73	0.000711
WNPKFLXA	EORNFLXA	\$ 71.95	\$ 1,178.36	0.000711
WNPKFLXA	GENVFLXA	\$ 71.95	\$ 1,178.36	0.000711
WNPKFLXA	LKBNFLXA	\$ 114.14	\$ 2,356.73	0.000711
WNPKFLXA	LSBGFLXA	\$ 158.34	ICB	0.000711
WNPKFLXE	MTLDFLXA	\$ 71.95	ICB	0.000711
WNPKFLXA	ORLDFLXA	\$ 71.95	\$ 1,178.36	0.000711
WNPKFLXA	OVIDFLCA	\$ 71.95	\$ 1,178.36	0.000711
WNPKFLXA	SNFRFLMA	\$ 71.95	\$ 1,178.36	0.000711
WNPKFLXA	WNPKFLXE	\$ 71.95	ICB	0.000711
WNPKFLXE	WMPKFLXE	\$ 71.95	ICB	0.000711

**ATTACHMENT II  
LOCAL RESALE**

**1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE**

- 1.1. At the request of XO, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to XO for resale Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Sprint to XO pursuant to this Attachment II are collectively referred to as "Local Resale."
- 1.2. To the extent that this Attachment describes services which Sprint shall make available to XO for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

**2. GENERAL TERMS AND CONDITIONS**

- 2.1. Pricing. The prices charged to XO for Local Resale are set forth in Attachment I of this Agreement.
  - 2.1.1. CENTREX Requirements
    - 2.1.1.1. At XO's option, XO may purchase the entire set of CENTREX features or a subset of any such features.
    - 2.1.1.2. All features and functions of CENTREX Service, including CENTREX Management System (CMS), whether offered under tariff or otherwise, shall be available to XO for resale.
    - 2.1.1.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to XO.
    - 2.1.1.4. Consistent with Sprint's tariffs, XO, at its expense, may collect all data and aggregate the CENTREX local exchange, and IntraLATA traffic usage of XO subscribers to qualify for volume discounts on the basis of such aggregated usage.
    - 2.1.1.5. XO may request that Sprint suppress the need for XO subscribers to dial "9" when placing calls outside the CENTREX System. Should XO request this capability for its subscriber, the subscriber will not be able to use 4-digit dialing.
    - 2.1.1.6. XO may resell call forwarding in conjunction with CENTREX Service.
    - 2.1.1.7. XO may purchase any CENTREX Service for resale subject to

the requirements of Sprint's tariff.

- 2.1.1.8. Sprint shall make available to XO for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to XO for resale.
- 2.1.1.9. XO may resell Automatic Route Selection ("ARS"). XO may aggregate multiple XO subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.
- 2.1.2. Voluntary Federal and State Subscriber Financial Assistance Programs
  - 2.1.2.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement. However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from XO and XO serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to XO in accordance with the procedures set forth herein.
- 2.1.3. Grandfathered Services. Sprint shall offer for resale to XO all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide XO with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.
- 2.1.4. Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with FCC and Commission Rules and Regulations.
- 2.1.5. PUBLIC TELEPHONE ACCESS LINES will not be resold at wholesale prices under this Agreement.
- 2.1.6. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Sprint shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is

not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.

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

2.1.8. LIDB Administration

2.1.8.1. Sprint shall maintain customer information for XO customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the XO information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

2.1.8.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as XO's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

**ATTACHMENT III  
NETWORK ELEMENTS**

**1. GENERAL**

- 1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements, ("UNEs") such that XO will be able to subscribe to and interconnect to whichever of these UNEs XO requires for the purpose of providing local telephone service to its end users. XO shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Attachment I or agreed to by the Parties. It is XO's obligation to combine Sprint-provided UNEs with any facilities and services that XO may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part B, Paragraph 2.2 of this Agreement.

**2. UNBUNDLED NETWORK ELEMENTS**

- 2.1. Sprint shall offer UNEs to XO for the purpose of offering Telecommunication Services to XO subscribers. Sprint shall offer UNEs to XO on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement. The initial set of UNEs include:
- 2.1.1. Network Interface Device ("NID")
  - 2.1.2. Local Loop
  - 2.1.3. Sub Loop
  - 2.1.4. Switching Capability (Except for switching used to serve end users with four or more lines in access density zone 1, in the top Metropolitan Statistical Areas where Sprint provides non-discriminatory access to the enhanced extended link.)
    - 2.1.4.1. Local Switching
    - 2.1.4.2. Tandem Switching
  - 2.1.5. Interoffice Transport Facilities
    - 2.1.5.1. Common
    - 2.1.5.2. Dedicated
    - 2.1.5.3. Dark Fiber
  - 2.1.6. Signaling Networks & Call Related Databases

- 2.1.7. Operations Support Systems
- 2.1.8. High Frequency Spectrum Unbundled Network Element (“HFS UNE”)
- 2.1.9. Enhanced Extended Link (“EEL”)
- 2.2. XO may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing. Except as provided elsewhere in this Agreement, it is XO’s obligation to combine Sprint-provided UNEs with any and all facilities and services provided by XO or any third party.
- 2.3. Each UNE provided by Sprint to XO shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that Sprint provides to itself, Sprint’s own subscribers, to a Sprint Affiliate or to any other entity.

**3. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING**

- 3.1. Each Party shall promptly consider and analyze access to categories of UNE not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The UNE Bona Fide Request process set forth herein does not apply to those services requested pursuant to FCC Rule § 51.319 as amended.
- 3.2. A UNE Bona Fide Request shall be submitted in writing and shall include a technical description of each requested UNE.
- 3.3. The requesting Party may cancel a UNE Bona Fide Request at any time, but shall pay the other Party’s reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.
- 3.4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the UNE Bona Fide Request.
- 3.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the UNE or will provide a detailed explanation that access to the UNE does not qualify as a UNE that is required to be provided under the Act.
- 3.6. Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 3.7. The receiving Party shall promptly proceed with the UNE Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested

services, determine their availability, calculate the applicable prices and establish installation intervals.

- 3.8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a UNE Bona Fide Request quote which will include, at a minimum, a description of each UNE, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) days of its receipt of the UNE Bona Fide Request quote, the requesting Party must either confirm, in writing, its order for the UNE pursuant to the UNE Bona Fide Request quote; or withdraw in writing its order for the UNE; or seek resolution through the dispute resolution process.
- 3.10. If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution through the dispute resolution process.

#### **4. NETWORK INTERFACE DEVICE**

- 4.1. Sprint will offer unbundled access to NIDs as set forth in 47 CFR Section FCC 99-3238, 51.319(b). The NID includes any potential means of interconnection with customer premises inside wiring at the point where the carrier's local loop facilities end, such as at a cross connect device used to connect the loop to customer-controlled inside wiring. This includes all features, functions, and capabilities of the facilities used to connect mechanical design.
- 4.2. The function of the NID is to establish the network demarcation point between a carrier (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.
- 4.3. XO may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination for each loop. If additional NID terminations are required, XO may request them pursuant to the process detailed in Article 4 herein.
- 4.4. Sprint will provide XO with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. As necessary, Sprint will dispatch a technician and tag the wiring, if necessary, at XO's request. In such cases the charges specified in Attachment I will apply.
- 4.5. Sprint will not provide specialized (Sprint non-standard) NIDs.
- 4.6. 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 's NID and shall maintain a connection to ground that meets the requirements set forth below.

Each Party shall ground its NID independently of the other Party's NID.

## 5. LOOP

- 5.1. **Conditioned Loops.** Sprint will condition loops to the extent of XO's specific request. Conditioned loops are copper loops from which bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including all forms of DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Attachment I. Conditioning charges apply to all loops irrespective of the length of the loop.
  
- 5.2. **Voice Grade Loop Capabilities**
  - 5.2.1. Voice grade loops are analog loops that accommodate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the XO's customer's premises. XO shall not provision services on voice grade analog loops that exceeds the specified bandwidth.
  - 5.2.2. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at XO's request and option, to provide an unbundled voice grade loop. Alternative arrangements may include existing copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.
  - 5.2.3. Where facilities and necessary equipment are not available, NEXTINK requests will be processed through the BFR process. XO agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
  
- 5.3. **Non-Voice Grade Loop Capabilities**
  - 5.3.1. Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires XO to provide in writing (via the service order) the Spectrum Management Class (SMC), as defined in the T1 Letter Ballot LB869, "Draft Proposed American National Standard- Spectrum Management for Loop Transmission Systems" dated June 5, 2000, and subsequent revisions of that document. Sprint requires the SMC declaration of a particular loop (e.g., ISDN-BRI, PRI, ADSL, HDSL, DS1, etc.) so that the loop may be engineered to meet the appropriate spectrum compatibility requirements. XO must disclose to Sprint every SMC that XO has implemented on its facilities to permit effective Spectrum Management. If XO requires a change in the SMC of a particular loop, (e.g., changing from ISDN service to ADSL), XO shall



notify Sprint in writing of the requested change in the SMC (via a service order). If XO requires a change in the SMC of a particular loop, (e.g., changing from ISDN service to ADSL), XO shall notify Sprint in writing of the requested change. If Sprint finds that it is not technically feasible, or not in accordance with effective Spectrum Management, to provide the new level of service to XO, Sprint will notify XO that it is unable to meet the request. If a particular grade of service is installed but XO uses the loop to provide a service that exceeds the engineered capacity for that SMC and XO's particular grade of service causes interference to other services, Sprint will suspend that particular service then notify XO and work with XO to develop an agreeable resolution. On non-voice grade loops, both standard and non-standard, Sprint will provide electrical continuity and line balance, and ensure that such loops are free of excessive bridge taps and load coils, as requested by XO.

- 5.3.2. 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, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in this Agreement.
- 5.3.3. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at XO's request and option, to provide an unbundled non-voice grade loop. Alternative arrangements may include existing copper facilities and dedicated transmission equipment. The reasonable cost of modifications will be recovered from XO.
- 5.3.4. Where facilities are not available, XO requests will be processed through the BFR process. XO agrees to reimburse Sprint for the actual and reasonable cost of the modifications necessary to make the alternative arrangements available.
- 5.3.5. XO will submit a BFR for non-voice grade loops that are not currently price-listed.
- 5.3.6. 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.
- 5.3.7. XO shall meet the power spectral density requirements contained in T1 Letter Ballot LB869, "Draft Proposed American National Standard-

Spectrum Management for Loop Transmission Systems” dated June 5, 2000, and subsequent revisions of that document.

5.4. Non-Standard Non-Voice Grade Loops

5.4.1. If XO requests an xDSL loop for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Attachment 1 to this Agreement. Non-standard non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in Section 3.2 above are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.

5.5. Adherence to National Industry Standards

5.5.1. To the extent that XO chooses to use technologies not conforming with standards noted above, but whose characteristics are approved by an industry standards body (ANSI, Telcordia), XO agrees to provide Sprint with test results from previous field trials, lab tests, and actual commercial deployment in other markets. XO will work with Sprint at Sprint’s option to jointly test or evaluate the use of the technology in Sprint’s technology assessment body and in its plant in a controlled field trial basis prior to general deployment. XO will provide previous deployment data to Sprint that will also include the deployment volumes of the technology; any spectral problems and how they were resolved; non-stationary signals; and short term stationary signals if applicable. Based upon the results of the joint testing and other evaluation information available to Sprint, and assuming such information satisfies Sprint that such deployment will not damage or interfere with the operation of Sprint’s network, unless tested and agreed to by the Parties during the field trial, the deployment of such technology will be approved but constrained to the same deployment limits established in the successful deployment in other markets.

5.5.2. If a deployed technology significantly degrades other advanced services, Sprint will suspend that particular service; notify XO; and give XO 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 the other services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State 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.
- 5.5.3. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to this Agreement, the degraded service shall not prevail against the newly deployed technology.
  - 5.5.4. If Sprint denies a request by XO to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
  - 5.5.5. As an alternative, XO may meet the requirements given in ANSI document T1 Letter Ballot LB869, "Draft Proposed American National Standard- Spectrum Management for Loop Transmission Systems" dated June 5, 2000, and subsequent revisions of that document.
  - 5.5.6. Parties agree to abide by national standards for loop technology.
  - 5.5.7. In connection with the provision of advanced services, XO shall provide to Sprint the following information on the type of technology that XO seeks to deploy where XO asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
    - 5.5.7.1. 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;
    - 5.5.7.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if XO requires a change in the SMC of a particular loop, XO shall notify Sprint in writing of the requested change in SMC (via a service order);
    - 5.5.7.3. to the extent not previously provided XO must disclose to Sprint every SMC that XO has implemented on Sprint's facilities to permit effective Spectrum Management.
  - 5.5.8. In connection with the provision of HFS UNE, if XO relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

## **6. SUBLOOPS**

- 6.1. Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for

example, a utility room, a remote terminal, or a controlled environment vault or at the MDF.

- 6.2. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within.
- 6.3. Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to XO covering the interconnection time intervals, prices and other information based on the BFR process as set forth in Attachment III of this Agreement. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

## **7. LOCAL SWITCHING**

- 7.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), XO pre-subscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Anything else in this Agreement notwithstanding, Sprint is not required to provide local switching under this Article 6 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas where Sprint provides non-discriminatory access to the enhanced extended link.
- 7.2. Sprint will provide customized routing at XO's request where technically feasible. Customized routing enables XO to route its customer's traffic differently than normally provided by Sprint. For example, customized routing will allow XO to route its customer's operator handled traffic to a different provider. XO requests will be processed through the BFR process. Pricing will be on a time and materials basis.
- 7.3. Technical Requirements
  - 7.3.1. Sprint shall provide its standard recorded announcements (as designated by XO) and call progress tones to alert callers of call progress and disposition. XO will use the BFR process to obtain unique

announcements.

- 7.3.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to XO's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by XO.
- 7.3.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.
- 7.3.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.
- 7.4. Interface Requirements. Sprint shall provide the following interfaces:
  - 7.4.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g.: for calling number, calling name and message waiting lamp);
  - 7.4.2. Coin phone signaling;
  - 7.4.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
  - 7.4.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
  - 7.4.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and
  - 7.4.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems).
- 7.5. Sprint shall provide access to interfaces, including but not limited to:
  - 7.5.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by XO;
  - 7.5.2. Interface to XO operator services systems or Operator Services through appropriate trunk interconnections for the system; and
  - 7.5.3. Interface to XO directory assistance services through the XO switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other XO required access to interexchange carriers as requested through appropriate trunk interfaces.

## 8. TANDEM SWITCHING

- 8.1. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to XO, Sprint, independent telephone companies, IXCs and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.
- 8.2. Technical Requirements
  - 8.2.1. The requirements for Tandem Switching include, but are not limited to, the following:
    - 8.2.1.1. Interconnection to Sprint tandem(s) will provide XO local interconnection for local and toll access service purposes to the Sprint end offices and NXXs which interconnect with that tandem(s) either directly or through other Sprint facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s).
    - 8.2.1.2. Interconnection to a Sprint tandem for transit purposes will provide XO interexchange access to Sprint, IXCs, other local carriers, ILECs, and CMRS providers which are connected to that tandem.
    - 8.2.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide XO access to Sprint's end offices.
  - 8.2.2. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
  - 8.2.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by XO.
  - 8.2.4. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on XO traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block XO traffic and leave its traffic unaffected or less affected).
  - 8.2.5. The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.
  - 8.2.6. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

### 8.3. Interface Requirements

- 8.3.1. Direct trunks will be utilized for interconnection to Sprint Tandems, excluding transit traffic via common trunks as may be required under the Act.
- 8.3.2. Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

## 9. TRANSPORT

- 9.1. Common Transport. Sprint will offer unbundled access to common transport where unbundled local circuit switching is provided. Common transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.
  - 9.1.1. Common Transport provides a local interoffice transmission path between the Sprint tandem switch and a Sprint or XO end office switch, or between a host in one rate center and a remote in another rate center. Sprint may provide Common Transport at DS-0, DS-1, DS-3, STS-1 or higher transmission bit rate circuits.
  - 9.1.2. Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Common Transport. Common transport is shared between multiple carriers and is required to be switched at the tandem.
  - 9.1.3. Sprint may provide Common Transport at DS-0, DS-1, DS-3, STS-1 or higher transmission bit rate circuits.
  - 9.1.4. Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Common Transport.

**Dedicated Transport.** Sprint will offer unbundled access to dedicated interoffice transmission facilities, or transport, including dark fiber. Dedicated interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by Sprint or requesting telecommunications carriers, or between switches owned by Sprint or requesting telecommunications carriers. Sprint may impose reasonable limits governing access to dark fiber to the extent that Sprint needs to maintain fiber reserves, subject to Section 12 of this Attachment.

9.2.1. Dedicated Transport provides a local interoffice transmission path between Sprint and/or XO central offices. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem.

9.2.2. Technical Requirements

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

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

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

9.2.3. Multiplexing shall be provided as part of Dedicated Transport if necessary. The prices for multiplexing are included in Attachment I of this Agreement.

**10. SIGNALING SYSTEMS AND DATABASES**

10.1. Sprint will offer unbundled access to signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. The signaling network element includes, but is not limited to, signaling links and STPs. Sprint will offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Operator Services/Directory Assistance databases, and the AIN platform and architecture. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment in accordance with FCC Rules.

10.1.1. Signaling Link Transport

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

10.1.1.2. Technical Requirements. Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

### 10.1.2. Signaling Transfer Points (STPs)

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

10.1.2.2. Figure 2 depicts Signaling Transfer Points.

### Signaling Transfer Points.

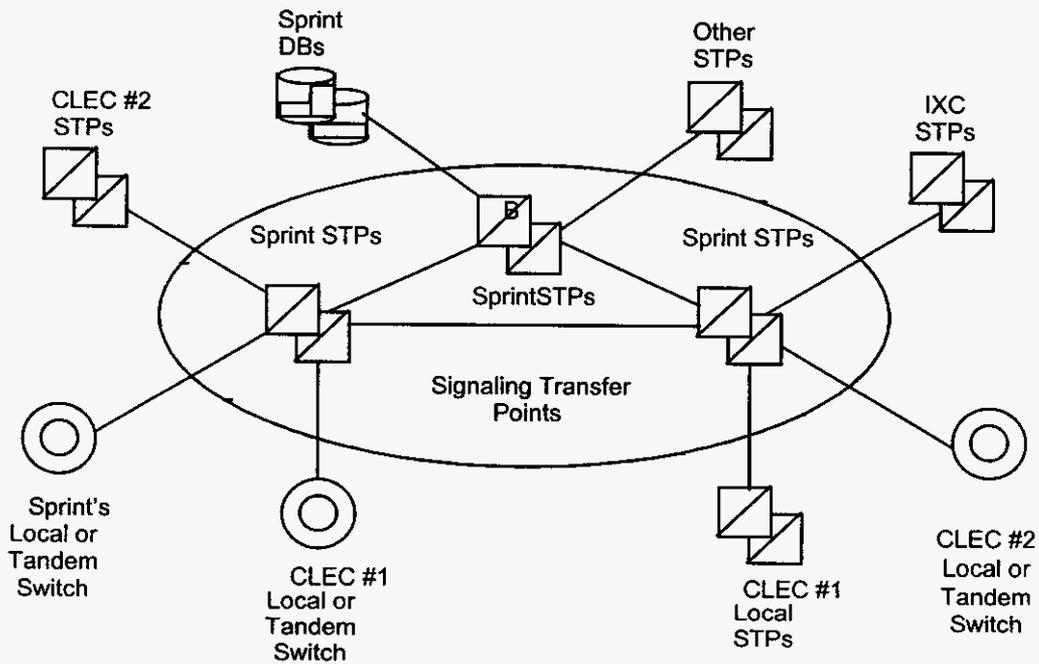


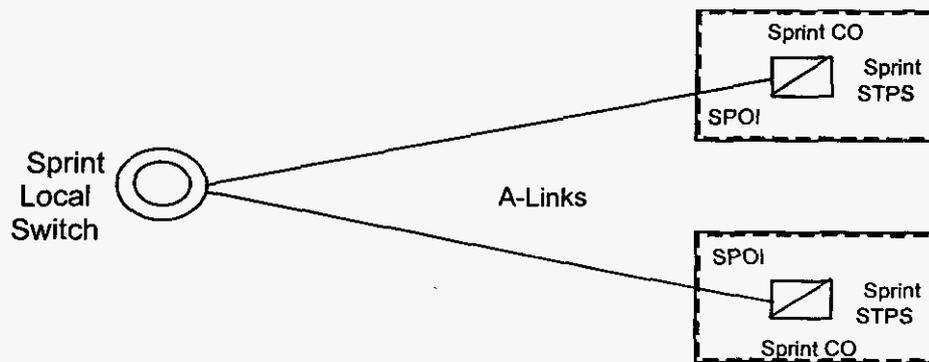
Figure 2

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

- 10.1.2.3.1. Sprint Local Switching or Tandem Switching;
- 10.1.2.3.2. Sprint Service Control Points/DataBases;
- 10.1.2.3.3. Third-party local or Tandem Switching systems;  
and
- 10.1.2.3.4. Third-party-provided STPs.

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

- 10.1.2.4.1. An A-link interface from XO local switching systems; and
- 10.1.2.4.2. B or D-link interface from XO STPs.
- 10.1.2.4.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
  - 10.1.2.4.3.1. An A-link layer shall consist of two links, as depicted in Figure 3.



**Figure 3. A-Link Interface**

10.1.2.4.3.2. A B or D-link layer shall consist of four links, as depicted in Figure 4.

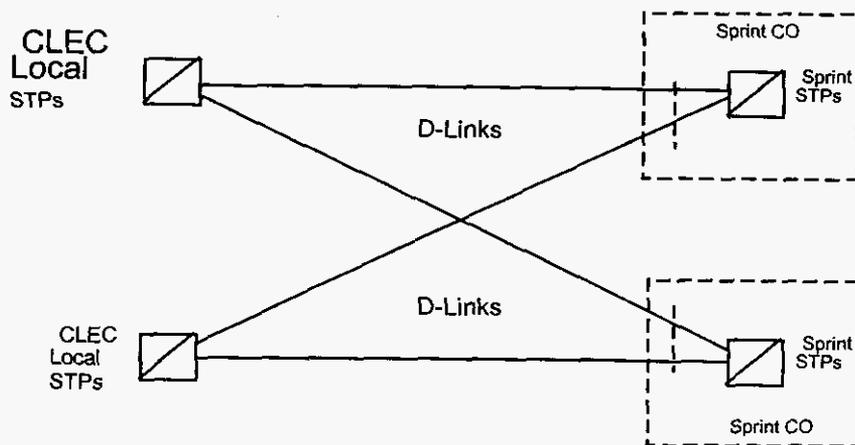


Figure 4. D-Link Interface

10.1.2.4.4. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STPs is located. There shall be a DS-1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS-0 channel within the DS-1 or higher rate interface.

## 10.2. Line Information Database (LIDB)

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

## 10.2.2. Technical Requirements

- 10.2.2.1. Prior to the availability of Local Number Portability, Sprint shall enable XO to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to an NPA-NXX or NXX-0/1XX owned by XO.
- 10.2.2.2. Subsequent to the availability of Local Number Portability, Sprint, under the terms of a separate agreement with XO, shall enable XO to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX. Sprint shall perform the following LIDB functions for XO's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.
- 10.2.2.3. Sprint shall process XO's subscriber records in LIDB at Parity with Sprint subscriber records, with respect to other LIDB functions Sprint shall indicate to XO what additional functions (if any) are performed by LIDB in their network.
- 10.2.2.4. Sprint shall perform backup and recovery of all of XO's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

## 10.3. Toll Free Number Database

- 10.3.1. The Toll Free Number Database provides functionality necessary for toll free (e.g.: 800 and 888) number services by providing routing information and additional vertical features during call set-up in response to queries from STPs. Sprint, under the terms of a separate agreement with XO, shall provide the Toll Free Number Database in accordance with the following:

### 10.3.2. Technical Requirements

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

10.3.2.2. The Toll Free Number Database shall return XO identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

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

## 11. OPERATIONS SUPPORT SYSTEMS (OSS)

11.1. Sprint will offer unbundled access to Sprint's operations support systems. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services. The prices for loop qualification information are included in Attachment I of this Agreement.

## 12. DARK FIBER

### 12.1. General Rules and Definition

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

12.1.2. Sprint will unbundle dark fiber for the dedicated transport, loop and sub-loop network elements. Dark fiber is not a separate network element, but a subset of dedicated transport, loop, and subloop network elements. Any rules and guidelines for these network elements, including accessibility, will apply to dark fiber.

### 12.2. Fiber Availability

12.2.1. Spare fibers in a sheath are not considered available if Sprint has an established project to put the fiber in use within the current year and the following year.

12.2.2. Sprint will also reserve a reasonable amount of spare capacity in each fiber sheath to facilitate maintenance and rearrangements and changes. A minimum of four fibers in each sheath will be reserved for this purpose.

12.2.3. Dark fiber will be leased on a first come first served basis.

12.2.4. XO can reserve fiber by submitting orders and paying for it. XO may lease from two fibers up to 25% of the available fibers in a sheath. Leased fiber is subject to the take-back provisions listed below.

12.2.5. Sprint will not restrict the use of leased dark fiber.

### 12.3. Interconnection Arrangements

12.3.1. Rules for gaining access to unbundled network elements apply to dark fiber. XO must establish a point of interface to gain access. Virtual and physical collocation arrangements would normally be used by XO to locate the optical electronic equipment necessary to "light" leased dark fiber.

12.3.2. XO will connect to the Sprint fiber by means of fiber patch panel. The XO fiber patch panel must meet the requirements of using the same optical cross connects that Sprint uses for its fiber patch panel.

12.3.3. Dark fiber will be provided in the following four manners:

12.3.3.1. Dark fiber transport will be between two Sprint fiber patch panels (FPP) in two separate Sprint offices. XO will establish a FPP point of interface in each office. Sprint and XO FPP will be connected via fiber patch cords.

12.3.3.2. Dark fiber feeder will be between two Sprint FPPs, one located in a Sprint central office and one at a remote location, such as a digital loop carrier. XO will establish a FPP point of interface in the Sprint central office which will be connected to the Sprint FPP via a fiber patch cord. XO will establish a point of interface at the remote site and order a collocation or interconnection arrangement at Sprint's FPP. A fiber "pigtail" will connect the virtual appearance on Sprint's FPP and the XO point of interface.

12.3.3.3. Dark fiber distribution is between a Sprint FPP located outside a Sprint central office (e.g., remote site) and a FPP located at a customer premises. XO must establish a point of interface in the Sprint remote site as described above and is responsible for providing facilities on the customer's premises.

12.3.3.4. Dark fiber loop is between a Sprint FPP located in a Sprint central office and a FPP located at a customer's premises. XO

must establish a point of interface in the Sprint central office and is responsible for providing facilities on the customer's premises.

#### 12.4. Rules for Take Back

12.4.1. Sprint can take back dark fiber to meet its carrier of last resort obligations. Sprint will provide XO 12 months written notice prior to taking back fiber.

12.4.2. If multiple CLECs have leased fiber within a single sheath, Sprint will use the following criteria for taking back fiber.

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

12.4.2.2. Leased fibers with the lowest capacity will be taken back next. For example, fibers with an OC-3 system will be taken back before those with OC-12 electronics. Those leased for the shortest period will be taken back first.

12.4.3. The Dispute Resolution Procedures found in this Agreement will be followed if XO wishes to contest Sprint's decision to take back its leased fiber.

#### 12.5. Ordering Procedure

12.5.1. XO will submit orders for dark fiber via the local service request (LSR) process. Specific ordering instructions and procedures for determining the location of Sprint fiber are outlined in the Joint Operations Plan. Charges will apply for pre-order inquiries.

12.5.2. Sprint will review the request for availability and will respond to XO within 30 days regarding the acceptance or rejection of the order. If the order is accepted, the response will provide the planned installation date.

12.5.3. The order will be completed if dark fiber is available.

12.5.4. An explanation will accompany any rejection to XO.

12.5.5. XO will follow the Dispute Resolution Process outlined in Part B, Section 21 of this Agreement if they wish to contest the rejection.

#### 12.6. Maintenance and Testing

12.6.1. Each carrier is responsible for maintaining the facilities that it owns.

12.6.2. Sprint tests fiber at the time of original installation and will not test it again until an interconnection is established. XO will conduct the end-to-end test in conjunction with dark fiber splicing.

12.6.3. Cooperative testing is available at XO's request. Additional rates and charges will apply.

## 12.7. Rates and Charges

12.7.1. The rates and charges for dark fiber are included in Attachment I of this Agreement.

12.7.2. Special construction charges may apply to accommodate an XO requested arrangement.

## 13. LOOP FREQUENCY UNBUNDLING

### 13.1. General Terms

13.1.1. Sprint shall make available as a separate unbundled network element High Frequency Spectrum Unbundled Network Element (HFS UNE) for line sharing by XO. Prices for each of the separate components offered in association with the HFS UNE are reflected in Attachment I of this Agreement unless otherwise noted.

13.1.2. Pursuant to FCC rules and orders as applicable under the provisions of Paragraph 3.3 of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible terminal in the outside loop plant, subject to the availability of space.

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

13.1.3.1. Sprint's HFS UNE unbundling obligation does not apply where copper facilities do not exist.

13.1.3.2. When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Attachment I at XO's expense.

13.1.4. In the event that the End User being served by XO via HFS UNE terminates its Sprint-provided analog circuit-switched voice band service, or when Sprint provided analog circuit switched voice band service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to XO prior to disconnect. XO shall have the option of purchasing an entire stand-alone UNE Non-Voice Grade loop if it wishes to continue to provide advanced services to that End User. If XO notifies Sprint that it chooses this option, XO and Sprint shall cooperate to transition DSL service from the HFS UNE to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If XO declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.

13.1.5. Sprint will use reasonable efforts to accommodate the continued use by XO as a stand-alone UNE Non-Voice Grade loop of the copper loop facilities over which XO is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates; provided that:

13.1.5.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and

13.1.5.2. XO agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand alone unbundled non-voice grade loop as specified in the Existing Interconnection Agreement (excluding conditioning charges).

13.1.6. If facilities do not exist and the End User being served by XO via HFS UNE has its Sprint-provided analog circuit-switched voice band service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which XO is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates, Sprint will continue to allow the provision of advanced services by XO over the copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to XO prior to disconnection.

13.1.7. Sprint will offer as a UNE or a combination of UNEs, line sharing over fiber fed loops, including loops behind DLCs, under the following conditions:

13.1.8. Sprint must first have deployed the applicable technology in the Sprint Network and be providing service to its End Users over such facilities employing the technology;

13.1.9. There must be a finding that the provision of HFS UNE in this fashion is technically feasible and, to the extent that other UNEs are involved in the provision of such service, that the combination of such elements as are necessary to provide the service is required under the Act.

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

## 13.2. Information to be Provided

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

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

### 13.3. Conditioning, Testing, Maintenance

- 13.3.1. If Sprint declines an XO request to condition a loop and Sprint is unable to satisfy XO of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the Commission that conditioning the specific loop in question will significantly degrade voiceband services.
- 13.3.2. If XO requests an ADSL loop for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Attachment 1 to this Agreement. Non-standard non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in Section 3.2 above are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.
- 13.3.3. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects XO to deploy the testing capability for its own specialized services. If XO requests testing other than basic installation testing as indicated above, Sprint and XO will negotiate terms and charges for such testing.
- 13.3.4. In the event both Sprint's analog circuit-switched voice services and XO's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to XO. Any additional maintenance of service conducted at XO's request by Sprint on behalf of XO solely for the benefit of XO's services will be paid for by XO at prices negotiated by Sprint and XO.

#### 13.4. Deployment and Interference

13.4.1. In providing services utilizing the HFS UNE, Sprint shall allow XO to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

13.4.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in this Agreement.

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

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

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

13.4.3.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where XO seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 4.2.3, the burden is on XO to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

#### 13.5. Splitters

13.5.1. In providing access to the HFS UNE, XO will purchase, install and maintain the splitter in their caged or cageless collocation space, unless Sprint and XO negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from the XO DSLAM (Sprint analog voice input to the

splitter and combined analog voice/data output from the splitter) will be cabled out to the Sprint distribution frame for cross connection with jumpers. Prices for these services are reflected in Attachment I. Sprint will provide and, if requested, install the cabling from the XO collocation area to Sprint's distribution frame and be reimbursed, as applicable, per the normal collocation process, except that no charges shall apply for any reassignment of carrier facilities ("CFA") or reduction of existing facilities. XO will make all cable connections to its equipment.

#### **14. COMBINATION OF NETWORK ELEMENTS**

14.1. XO may order Unbundled Network Elements either individually or in the combination of EEL as specifically set forth in this Section of the Agreement.

##### **14.2. General Terms and Conditions**

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

14.2.2. Sprint will provide XO access to EEL as provided in this Agreement. XO is not required to own or control any of its own local exchange facilities before it can purchase or use EEL to provide a telecommunications service under this Agreement. Any request by XO for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 3 of this Attachment III and made available to XO upon implementation by Sprint of the necessary operational modifications.

14.2.3. The provisioning of EEL combinations is limited to existing facilities to the extent that Sprint imposes the same limitations on retail end user or other wholesale customers who purchase the services provisioned using EEL combinations. Sprint is obligated to construct additional facilities to accommodate XO's request for EEL combinations only to the extent, and pursuant to the same terms and conditions, Sprint constructs additional facilities to accommodate retail end user or other wholesale customer requests for services provisioned using EEL combinations.

##### **14.3. Specific Combinations and Pricing**

14.3.1. In order to facilitate the provisioning of EEL, Sprint shall support the

ordering and provisioning of these specific combinations as set forth below.

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

14.3.3. Sprint offers the following combinations of network elements.

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

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

14.3.3.1.1.1. Recurring monthly charges for each UNE that comprise the EEL shall apply when an EEL is ordered.

14.3.3.1.1.2. Nonrecurring charges for each UNE element that comprise the EEL shall apply when an EEL is ordered unless the EEL is being converted from a Special Access circuit. If a Special Access circuit is converted to an EEL the only nonrecurring charge that will apply is for a Service Order for a records change.

14.3.3.1.2. Multiplexing shall be provided as part of Dedicated Transport if necessary. The prices for multiplexing are included in Attachment I of this Agreement.

14.3.3.1.3. In order to obtain EELs a requesting carrier must be providing a “significant amount of local exchange service” over the proposed EEL to the end user customer, as that phrase is defined by the FCC.

14.3.3.1.4. Notwithstanding the above limitations, Sprint will offer EELs where the component UNEs are not previously or currently combined where Sprint is not required to provide local switching for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

## **15. FORECAST**

- 15.1. XO will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for Voice Grade Loops (including Subloops), Non-Voice Grade Loops (including Subloops), HFS UNEs, and EELs. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by XO that will affect the demand. Forecast information shall be subject to the confidentiality provisions of this Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within Sprint except as required for such purposes. Under no circumstances shall XO specific forecast information be disclosed to Sprint’s retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.
- 15.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.
- 15.3. Each Party shall provide a specified point of contact for planning purposes.

## **16. INDEMNIFICATION**

- 16.1. Each Party, whether XO or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party’s facilities directly caused by the deployment of such non-standard technologies.
- 16.2. For any technology, XO represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its

affiliated companies or connecting and concurring carriers, cause damage to Sprint's 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 or refuse service if XO violates this provision, provided that such termination of service will be limited to XO's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, XO demonstrates that their use of the network element is not the cause of the network harm.

## **17. LOOP MAKE-UP INFORMATION**

- 17.1. To the extent technically feasible, XO will be given access to Loop Qualification and OSS interfaces that Sprint is providing any other CLEC and/or Sprint or its affiliates. Sprint shall make available this Loop Qualification in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Qualification are set forth in Attachment I to this Agreement.
- 17.2. Subject to 2.1 above, Sprint's Loop Qualification will provide response to XO queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.
- 17.3. Information provided to XO will not be filtered or digested in a manner that it would affect XO's ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.
- 17.4. Sprint shall provide Loop Qualification based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Qualification requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the point of interface identified is not a point of interface where XO connects to the Sprint LTD network.
- 17.5. Errors identified in validation of the Loop Qualification inquiry order will be passed back to XO.
- 17.6. Sprint may provide the requested Loop Qualification information to XO in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. – fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, XO must provide a unique fax number used solely for the receipt of Loop Qualification information.
- 17.7. If XO does not order Loop Qualification prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, XO agrees that:

- 17.7.1. XO will be charged a Trouble Isolation Charge to determine the cause of the failure;
- 17.7.2. If Sprint undertakes Loop Qualification activity to determine the reason for such failure, XO will be charged a Loop Qualification Charge; and
- 17.7.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, XO will pay applicable conditioning charges as set forth in Attachment I pursuant to this Agreement.

**ATTACHMENT IV  
INTERCONNECTION**

**1. LOCAL INTERCONNECTION TRUNK ARRANGEMENT**

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

1.1.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

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

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

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

1.1.1.4. Separate trunk groups will be utilized for connecting XO's Operator Service Center to Sprint's Operator Service center for operator-assisted busy line interrupt/verify.

1.1.1.5. Separate trunk groups will be utilized for connecting XO's switch to Sprint's Directory Assistance center in instances where XO is purchasing Sprint's unbundled Directory Assistance service.

1.2. Point of Interconnection

1.2.1. Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between XO and Sprint for the local interconnection of their networks. XO, at a minimum, will establish one POI at each Sprint tandem where interconnection is desired, or one POI within each Sprint local calling area where a Sprint end office in that local calling area is not served by a Sprint tandem.

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

1.2.3. For construction of new facilities when the Parties choose to interconnect at a mid-span meet, XO and Sprint will jointly provision the facilities that

connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Sprint will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less.

1.2.4. Should XO prefer, new interconnection facilities may be provisioned via third party facilities, lease of tariffed services or use of unbundled dedicated interoffice transport facilities from Sprint. If Sprint is required to undertake new facility construction, special construction charges will apply in accordance with Sprint's access service tariff.

1.2.4.1. If third party leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third party, the POI will be defined as the Sprint office in which the leased circuit terminates. XO is responsible to terminate the leased facility in a collocation space (if unbundled loops or switched ports will be purchased in the central office) or a set of Sprint-provided DSX jacks to clearly establish the POI.

1.2.4.2. If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation point between Sprint's facility and XO's equipment as long as the end point is within Sprint's exchange area.

## **2. INTERCONNECTION COMPENSATION MECHANISMS**

2.1. Each Party is responsible for bringing their facilities to POI.

2.2. Interconnection Compensation

Each Party shall be responsible for the costs of interconnection facilities, including trunks and interoffice transport, based on each Party's proportional usage calculated on the basis of each Party's originating traffic volume, regardless of whether the traffic being sent is voice traffic or internet traffic.

2.2.1. If Sprint provides one-hundred percent (100%) of the facility, Sprint will charge XO one-hundred percent (100%) of the lease rates for the facility. XO may charge Sprint a proportionate amount of Sprint's dedicated transport rate based on the use of the facility as described above.

2.2.2. If a meet-point is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and XO, the relative use factor will be reduced by the proportionate length of haul provided by each Party. Sprint shall be responsible for network provisioning as described in § 1.2.3 herein.

2.2.3. If XO provides one-hundred percent (100%) of the interconnection facility

via lease of meet-point circuits between Sprint and a third party; lease of third party facilities; or construction of its own facilities; XO will charge Sprint for proportionate amount based on relative usage using Sprint's dedicated interconnection rate.

### **3. SIGNALING**

- 3.1. Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 3.2. Refer to Attachment III for detailed terms of SS7 Network Interconnection.
- 3.3. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, XO will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
  - 3.3.1. Where XO is unwilling to utilize an alternate interconnection protocol, XO will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between XO and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, XO, or Sprint internal customer demand for 64K CCC trunks.

### **4. NETWORK SERVICING**

- 4.1. Trunk Forecasting
  - 4.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. Prior to an initial implementation, the initial trunk forecast meeting should take place soon after the first

implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

- 4.1.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
- 4.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
- 4.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
- 4.1.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 4.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by XO and Sprint.
- 4.1.5. The Parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
  - 4.1.5.1. In the event that one Party over-forecasts its trunking requirements by twenty-five percent (25%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.
  - 4.1.5.2. The calculation of the twenty-five percent (25%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.

- 4.1.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
  - 4.2. Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between an XO central office switch and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
  - 4.3. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

## **5. NETWORK MANAGEMENT**

- 5.1. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. XO and Sprint will immediately notify each other of any protective control action planned or executed.
- 5.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
- 5.3. Mass Calling. XO and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Mass calling numbers cannot be used in conjunction with INP.

## **6. USAGE MEASUREMENT**

- 6.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

- 6.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 6.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.
  - 6.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

## **7. TRANSIT TRAFFIC**

- 7.1. The following Transit Traffic types will be delivered by either Party: local traffic and intraLATA toll and switched traffic originated from XO or Sprint and delivered to such third party LEC, ILEC or CMRS; and intraLATA 800 traffic.
- 7.2. Terms and Conditions
  - 7.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic to that third party, unless the Parties agree otherwise in writing.
  - 7.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
- 7.3. Payment Terms and Conditions
  - 7.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:
    - 7.3.1.1. The originating Party shall pay to the transiting Party a transit service charge as set forth in the Pricing Schedule; and
    - 7.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.
- 7.4. Billing Records and Exchange of Data

- 7.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.
- 7.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party, ILEC, or CMRS provider. To the extent the transiting Party incurs additional costs in providing this billing information, the terminating Party agrees to reimburse the transiting Party's direct costs of providing this information.
- 7.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

## **8. RESPONSIBILITIES OF THE PARTIES**

- 8.1. Sprint and XO will review engineering requirements consistent with the Implementation Plan described in Part B, Article 30 and Attachment IV, Article 4 and otherwise as set forth in this Agreement.
- 8.2. XO and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 8.3. XO and Sprint shall:
  - 8.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
  - 8.3.2. Notify each other when there is any change affecting the service requested, including the due date.
  - 8.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
  - 8.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
  - 8.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
  - 8.3.6. Provide each other with a trouble reporting/repair contact number that is

readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other Party.

- 8.3.7. Provide to each other test-line numbers and access to test lines.
- 8.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

**ATTACHMENT V**  
**INTERIM NUMBER PORTABILITY**

**1. SPRINT PROVISION OF INTERIM NUMBER PORTABILITY**

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

**2. INTERIM NUMBER PORTABILITY**

- 2.1. Interim Number Portability (INP) shall be provided to the extent technical capabilities allow, by a Sprint directed Remote Call Forwarding (RCF). In the event RCF is a purchased feature of the XO end user, there is no relationship between RCF and INP. Once LNP is generally available in Sprint's serving area, RCF will be provided only as a retail service offering by Sprint.
- 2.2. Remote Call Forwarding (RCF) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the XO designated switch to which the number is ported. XO may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.
- 2.3. The trunking requirements will be agreed upon by Sprint and XO resultant from application of sound engineering principles. These trunking options may include SS7 signaling, in-band signaling, and may be one-way or two-way. The trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and XO.
- 2.4. Local Exchange Routing Guide (LERG) Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to XO through the LERG. Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the XO switch via route indexing.
- 2.5. Other INP Provisions:
- 2.5.1. Where SS7 is available, Sprint shall exchange with XO, SS7 TCAP messages as required for the implementation CLASS or other features

available in the Sprint network, if technically feasible.

- 2.5.2. Upon notification that XO will be initiating INP, Sprint shall disclose to XO any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and XO shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including promptly updating switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as XO may designate.
- 2.5.3. For INP, XO shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for XO subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. XO shall have the right to verify the accuracy of the information in the ALI databases.
  - 2.5.3.1. When any INP method is used to port a subscriber, the donor provider must maintain the LIDB record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to XO for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as XO's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is XO's then, if XO desires to store numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement.
- 2.5.4. Sprint will send a CARE transaction 2231 to notify IXC that access is now provided by a new LEC for that number.

### **3. REQUIREMENTS FOR INP**

#### **3.1. Cut-Over Process**

- 3.1.1. Sprint and XO shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.
  - 3.1.1.1. For a Coordinated Cutover Environment, Sprint and XO will coordinate the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by XO and agreed to by both Parties and in no case shall begin more than thirty (30) minutes after the agreed upon time.
  - 3.1.1.2. For a Non-Coordinated Cutover Environment, the Parties will agree to a mutually satisfactory cutover time and Sprint shall

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

- 3.2. Testing. Sprint and XO shall cooperate in conducting XO's testing to ensure interconnectivity between systems. Sprint shall inform XO of any system updates that may affect the XO network and Sprint shall, at XO's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.
- 3.3. Installation Timeframes
  - 3.3.1. Installation Time Frames for RCF INP, where no other work is required, will be completed using Sprint's standard interval for service installation of complex services.
  - 3.3.2. If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify XO of the Subscriber's termination of service with XO and the Subscriber's instructions regarding its telephone number(s) at Parity with what is offered to other Sprint customers.
- 3.4. Call Referral Announcements. Should XO direct Sprint to terminate INP measures, Sprint shall allow XO to order a referral announcement available in that switch.
- 3.5. Engineering and Maintenance. Sprint and XO will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at Parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 3.6. Operator Services and Directory Assistance
  - 3.6.1. With respect to operator services and directory assistance associated with INP for XO subscribers, Sprint shall provide the following:
    - 3.6.1.1. While INP is deployed:
      - 3.6.1.1.1. Sprint shall allow XO to order provisioning of Telephone Line Number (TLN) calling cards and Billed

Number Screening (BNS), in its LIDB, for ported numbers, as specified by XO. Sprint shall continue to allow XO access to its LIDB. Other LIDB provisions are as specified in this Agreement.

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

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

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

3.8. Billing.

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

3.8.2. Non-Payment. Subscribers lose the right to the ported telephone number upon non-payment of charges. The Parties will not port telephone numbers of subscribers who have bills in default.

**ATTACHMENT VI  
LOCAL NUMBER PORTABILITY**

**1. INTRODUCTION**

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

regulatory requirements developed for mass calling numbers.

## **2. TRANSITION FROM INP TO LNP**

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

## **3. TESTING**

- 3.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 3.2. Testing and operational issues will be addressed in the implementation plans as described in Part A.
- 3.3. XO must be NPAC certified and have met Sprint testing parameters prior to activating LNP.
- 3.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 3.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the XO or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

## **4. ENGINEERING AND MAINTENANCE**

- 4.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 4.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.

- 4.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

## **5. E911/911**

- 5.1. When a subscriber ports to another service provider, the donor provider shall use information provided by the porting provider to update the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to PSAP call centers.
- 5.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

## **6. BILLING**

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

**ATTACHMENT VII  
GENERAL BUSINESS REQUIREMENTS**

**1. PROCEDURES**

1.1. Contact with Subscribers

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

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

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

1.2. Expedite and Escalation Procedures

1.2.1. Sprint and XO shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and XO will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after XO's request. Each Party shall notify the other Party of any changes to its escalation contact list as soon as practicable before such changes are effective.

1.2.2. No later than thirty (30) days after XO's request Sprint shall provide XO with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.

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

#### 1.4. Service Offerings

- 1.4.1. Sprint shall provide XO with access to new services, features and functions concurrent with Sprint's notice to XO of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that XO may conduct market testing.
- 1.4.2. Essential Services. For purposes of service restoral, Sprint shall designate an XO access line as an Essential Service Line (ESL) at Parity with Sprint's treatment of its own subscribers and applicable state law or regulation, if any.
- 1.4.3. Blocking Services. Upon request from XO, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided the extent (a) it is an available option for the Telecommunications Service resold by XO, or (b) it is technically feasible when requested by XO as a function of unbundled Network Elements.
- 1.4.4. Training Support. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with XO subscribers. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

## 2. ORDERING AND PROVISIONING

- 2.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable XO to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- 2.2. National Exchange Access Center (NEAC)
  - 2.2.1. Sprint shall provide a NEAC or equivalent which shall serve as XO's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.
  - 2.2.2. The NEAC shall provide to XO a nationwide telephone number (available

from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

- 2.2.3. Sprint shall provide, as requested by XO, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the Parties to meet subscriber demand.
- 2.3. Street Index Guide (SIG). Within thirty (30) days of XO's written request, Sprint shall provide to XO the SIG data, or its equivalent, in an electronic format mutually agreeable to the Parties. All changes and updates to the SIG shall be provided to in a mutually agreed format and timeframe.
- 2.4. CLASS and Custom Features. Where generally available in Sprints serving area, XO, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 2.5. Number Administration/Number Reservation
  - 2.5.1. Sprint shall provide testing and loading of XO's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide XO with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with XO. When XO uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to XO, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXXs shall remain Sprint's responsibility.
  - 2.5.2. In conjunction with an order for service, Sprint shall accept XO orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by XO.
  - 2.5.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of XO's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

## 2.6. Service Order Process Requirements

### 2.6.1. Service Migrations and New Subscriber Additions

- 2.6.1.1. For resale services, other than for an XO order to convert "as is" an XO subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to XO service without prior XO agreement.
- 2.6.1.2. For services provided through UNEs, Sprint shall recognize XO as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and XO will work cooperatively to minimize service interruptions during the conversion.
- 2.6.1.3. Unless otherwise directed by XO and when technically capable, when XO orders resale Telecommunications Services or UNEs all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- 2.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and XO will agree on a scheduled conversion time, which will be a designated time period within a designated date.
  - 2.6.1.4.1. Any request made by XO to coordinate conversions after normal working hours, or on Saturdays or Sundays or Sprint holidays shall be performed at XO's expense.
- 2.6.1.5. A general Letter of Agency (LOA) initiated by XO or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by XO or Sprint. XO and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with

reestablishing the subscriber's local service with the original local carrier.

- 2.6.2. **Intercept Treatment and Transfer Service Announcements.** Sprint shall provide unbranded intercept treatment and transfer of service announcements to XO's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.
- 2.6.3. **Due Date**
  - 2.6.3.1. Sprint shall supply XO with due date intervals to be used by XO personnel to determine service installation dates.
  - 2.6.3.2. Sprint shall use best efforts to complete orders by the XO requested desired due date within agreed upon intervals.
- 2.6.4. **Subscriber Premises Inspections and Installations**
  - 2.6.4.1. XO shall perform or contract for all XO's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.
  - 2.6.4.2. Sprint shall provide XO with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers. The Parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.
- 2.6.5. **Firm Order Confirmation (FOC)**
  - 2.6.5.1. Sprint shall provide to XO, a Firm Order Confirmation (FOC) for each XO order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
  - 2.6.5.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.
  - 2.6.5.3. Sprint shall provide to XO the date that service is scheduled to be installed.
- 2.6.6. **Order Rejections**
  - 2.6.6.1. Sprint shall reject and return to XO any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from XO ordering service at less than the standard order interval. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for

which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.

#### 2.6.7. Service Order Changes

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

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

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

- 2.7. Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.
- 2.8. Service Suspensions/Restorations. Upon XO's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.
- 2.9. Order Completion Notification. Upon completion of the requests submitted by XO, Sprint shall provide to XO a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.
- 2.10. Specific Unbundling Requirements. XO may order and Sprint shall provision Unbundled Network Elements. However, it is XO's responsibility to combine the individual network elements should it desire to do so.
- 2.11. Systems Interfaces and Information Exchanges
- 2.11.1. General Requirements
- 2.11.1.1. Sprint shall provide to XO Electronic Interface(s) for transferring and receiving information and executing transactions

for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services. The Interface(s) shall be developed/designed for the transmission of data from XO to Sprint, and from Sprint to XO.

2.11.1.2. Interim interfaces or processes may be modified, if so agreed by XO and Sprint, during the interim period.

2.11.1.3. Until the Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept XO orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by XO and Sprint.

2.11.2. For any XO subscriber Sprint shall provide, subject to applicable rules, orders, and decisions, XO with access to CPNI without requiring XO to produce a signed LOA, based on XO's blanket representation that subscriber has authorized XO to obtain such CPNI.

2.11.2.1. The preordering Electronic Interface includes the provisioning of CPNI from Sprint to XO. The Parties agree to execute a LOA agreement with the Sprint end user prior to requesting CPNI for that Sprint end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.

2.11.2.2. The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one Party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.

2.11.2.3. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Sprint, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to XO. Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from XO for each unmatched request. XO agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within three (3) business days of receipt of a request from Sprint. Should

Sprint determine that there has been a substantial percentage of unmatched LOA requests, Sprint reserves the right to immediately disconnect the preordering Electronic Interface.

- 2.11.2.4. If XO is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if Sprint determines that an LOA is inadequate, XO will be considered in breach of the agreement. XO can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within three (3) business days of notification of the breach.
- 2.11.2.5. Should XO not be able to cure the breach in the timeframe noted above, Sprint will discontinue processing new service orders until, in Sprint's determination, XO has corrected the problem that caused the breach.
- 2.11.2.6. Sprint will resume processing new service orders upon Sprint's timely review and acceptance of evidence provided by XO to correct the problem that caused the breach.
- 2.11.2.7. If XO and Sprint do not agree that XO requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B, Section 21. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.
- 2.11.2.8. When available per Electronic Interface Implementation Plan, Sprint shall provide to XO Electronic Interface to Sprint information systems to allow XO to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
- 2.11.2.9. When available per Electronic Interface Implementation Plan, Sprint shall provide to XO an Electronic Interface to schedule dispatch and installation appointments at Parity.
- 2.11.2.10. When available per Electronic Interface Implementation Plan, Sprint shall provide to XO an Electronic Interface to Sprint subscriber information systems which will allow XO to determine if a service call is needed to install the line or service at Parity.
- 2.11.2.11. When available per Electronic Interface Implementation Plan, Sprint shall provide to XO an Electronic Interface to Sprint information systems which will allow XO to provide service availability dates at Parity.
- 2.11.2.12. When available per Electronic Interface Implementation Plan,

Sprint shall provide to XO an Electronic Interface which transmits status information on service orders at Parity. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

2.12. Standards

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

**3. BILLING**

- 3.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify XO of any deviations to the standards.
- 3.2. Sprint shall bill XO for each service supplied by Sprint to XO pursuant to this Agreement at the rates set forth in this Agreement.
- 3.3. Sprint shall provide to XO a single point of contact for interconnection at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.4. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.5. Subject to the terms of this Agreement, XO shall pay Sprint within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.
- 3.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the procedures set forth in Part B, Article 21 of this Agreement.
- 3.7. Sprint will assess late payment charges to XO in accordance with Part B, § 5.5 of this Agreement.
- 3.8. Sprint shall credit XO for incorrect Connectivity Billing charges including

without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

- 3.9. Where Parties have established interconnection, Sprint and the XO agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and XO will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and XO agree to capture EMR records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct, cartridge or magnetic tape).
- 3.10. Revenue Protection. Sprint shall make available to XO, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications carriers, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and PUBLIC TELEPHONE ACCESS LINE types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

#### **4. PROVISION OF SUBSCRIBER USAGE DATA**

- 4.1. This Article 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Attachment VII) to XO and for information exchange regarding long distance billing. The Parties agree to record call information for interconnection in accordance with this Article 4. To the extent technically feasible, each Party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber. Sprint shall record for XO the messages that Sprint records for and bills to its end users. These records shall be provided at a Party's request and shall be formatted pursuant to Telcordia's EMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party on non-holiday business days in EMR format via CDN, or provided on a cartridge or magnetic tape. Sprint and XO agree that they shall retain, at each Party's sole expense, copies of all EMR records transmitted to the other Party for at least forty-five (45) calendar days after transmission to the other Party.

## 4.2. General Procedures

- 4.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.
- 4.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 4.2.3. Sprint shall record all usage originating from XO subscribers using resold services ordered by XO, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
  - 4.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis.
  - 4.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with § 4.2.7.
  - 4.2.3.3. Calls to Directory Assistance where Sprint provides such service to an XO subscriber.
  - 4.2.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to XO's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Telcordia EMR billing records.
  - 4.2.3.5. For Sprint-provided Centrex Service, station level detail.
- 4.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to XO for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to XO upon the request of XO. If the forty-five (45) day has expired, Sprint may provide the data back-up at XO's expense.
- 4.2.5. Sprint shall provide to XO Recorded Usage Data for XO subscribers. Sprint shall not submit other XO local usage data as part of the XO Recorded Usage Data.
- 4.2.6. Sprint shall not bill directly to XO subscribers any recurring or non-recurring charges for XO's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and XO.
- 4.2.7. Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the XO or the XO's end user.
- 4.2.8. Sprint shall provide Recorded Usage Data to XO billing locations as

agreed to by the Parties.

- 4.2.9. Sprint shall provide a single point of contact to respond to XO call usage, data error, and record transmission inquiries.
- 4.2.10. Sprint shall provide XO with a single point of contact and remote identifiers (IDs) for each sending location.
- 4.2.11. XO shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
- 4.2.12. Sprint shall bill and XO shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

#### 4.3. Charges

- 4.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 4.3.2. Sprint will be responsible for returning EMI/EMR records to IXCs with the proper EMR Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- 4.3.3. Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, diskette, cartridge, magnetic tape, or CD-ROM) requested by XO as follows:
  - 4.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
  - 4.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMR industry format will be exchanged daily or at other mutually agreed upon intervals, and XO will pay Sprint for providing such call detail;
  - 4.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
  - 4.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when XO places the order for service;

- 4.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
- 4.3.3.6. Sprint shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Sprint shall also bill XO for additional copies of the monthly invoice.
- 4.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.
- 4.4. Central Clearinghouse & Settlement
  - 4.4.1. Sprint and XO shall agree upon Clearinghouse and Incollect/Outcollect procedures.
  - 4.4.2. Sprint shall settle with XO for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.
- 4.5. Lost Data
  - 4.5.1. Loss of Recorded Usage Data. XO Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to XO. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from XO, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and XO. This estimate shall be used to adjust amounts XO owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.
  - 4.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in 4.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
  - 4.5.3. Complete Loss. When Sprint is unable to recover data as discussed in 4.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes,

shall be reported.

- 4.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by XO and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 4.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss
- 4.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's Day), Sprint shall use volumes from the two (2) preceding Sundays.
- 4.5.7. If the loss occurs on Mother's Day or Christmas Day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of XO's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

#### 4.6. Testing, Changes and Controls

- 4.6.1. The Recorded Usage Data, EMR format, content, and transmission process shall be tested as agreed upon by XO and Sprint.
- 4.6.2. Control procedures for all usage transferred between Sprint and XO shall be available for periodic review. This review may be included as part of an Audit of Sprint by XO or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and XO must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by XO and Sprint.
- 4.6.3. Sprint Software Changes
  - 4.6.3.1. When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to XO, designated Sprint personnel shall notify XO no less than ninety (90) calendar days before such changes are implemented.
  - 4.6.3.2. Sprint shall communicate the projected changes to XO's single

point of contact so that potential impacts on XO processing can be determined.

4.6.3.3. XO personnel shall review the impact of the change on the entire control structure. XO shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software if required.

4.6.3.4. If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to XO, Sprint shall notify XO.

4.6.4. XO Requested Changes:

4.6.4.1. XO may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Sprint.

4.6.4.2. When the negotiated changes are to be implemented, XO and/or Sprint shall arrange for testing of the modified data.

4.7. Information Exchange and Interfaces

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

4.7.2. Rejected Recorded Usage Data

4.7.2.1. Upon agreement between XO and Sprint, messages that cannot be rated and/or billed by XO may be returned to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMR format utilizing standard EMR return codes.

4.7.2.2. Sprint may correct and resubmit to XO any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to an XO end user. XO will not return a message that has been corrected and resubmitted by Sprint. Sprint will only assume liability for errors and unguideables caused by Sprint.

## 5. GENERAL NETWORK REQUIREMENTS

5.1. Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.

- 5.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide XO with maintenance support at Parity.
- 5.3. Sprint shall provide on a regional basis, a point of contact for XO to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 5.4. Sprint shall provide XO maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 5.5. Sprint shall cooperate with XO to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 5.6. All Sprint employees or contractors who perform repair service for XO subscribers shall follow Sprint standard procedures in all their communications with XO subscribers. These procedures and protocols shall ensure that:
  - 5.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
  - 5.6.2. Trouble calls from XO shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is an XO subscriber or a Sprint subscriber.
- 5.7. Sprint shall provide XO with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to XO under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. XO shall perform its own testing for UNEs.
- 5.8. Sprint shall give maximum advanced notice to XO of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which XO has advised Sprint may potentially impact XO subscribers.
- 5.9. Notice of Network Event. Each Party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 5.10. On all misdirected calls from XO subscribers requesting repair, Sprint shall provide such XO subscriber with the correct XO repair telephone number as such

number is provided to Sprint by XO. Once the Electronic Interface is established between Sprint and XO, Sprint agrees that XO may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by XO.

- 5.11. Upon establishment of an Electronic Interface, Sprint shall notify XO via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. XO will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.
- 5.12. Sprint shall perform all testing for resold Telecommunications Services.
- 5.13. Sprint shall provide test results to XO, if appropriate, for trouble clearance. In all instances, Sprint shall provide XO with the disposition of the trouble.
- 5.14. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If XO requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then XO will bear the cost.

## **6. MISCELLANEOUS SERVICES AND FUNCTIONS**

### **6.1. General**

6.1.1. To the extent that Sprint does not provide the services described in this Article 6 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by XO through the existing service provider. XO must contract directly with the service provider for such services.

### **6.1.2. Basic 911 and E911 General Requirements**

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

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

6.1.2.3. Basic 911 and E911 functions provided to XO shall be at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.

6.1.2.4. Basic 911 and E911 access when XO purchases Local Switching shall be provided to XO in accordance with the following:

- 6.1.2.4.1. Sprint shall conform to all state regulations concerning emergency services.
  - 6.1.2.4.2. For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS. Through this process, Sprint shall provide and validate XO subscriber information resident or entered into the ALI/DMS.
  - 6.1.2.4.3. Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at XO's discretion, directly to XO operator services.
- 6.1.3. Basic 911 and E911 access from the XO local switch shall be provided to XO in accordance with the following:
- 6.1.3.1. If required by XO, Sprint, at XO's sole expense, shall interconnect direct trunks from the XO network to the E911 PSAP, or the E911 Tandems as designated by XO. Such trunks may alternatively be provided by XO.
  - 6.1.3.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), XO shall participate in the provision of the 911 System as follows:
    - 6.1.3.2.1. Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.
    - 6.1.3.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.
- 6.1.4. If a third party is the primary service provider to a government agency, XO shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and XO are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.
- 6.1.5. If XO or its Affiliate is the primary service provider to a government agency, XO and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 6.1.6. Interconnection and database access shall be priced as specified in

Attachment I.

- 6.1.7. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 6.1.8. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with XO data in an interval at Parity with that experienced by Sprint subscribers.
- 6.1.9. Sprint shall transmit to XO daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 6.1.10. Sprint shall provide to XO the necessary UNEs for XO to provide E911/911 services to government agencies. If such elements are not available from Sprint, Sprint shall offer E911/911 service for resale by XO to government agencies.
- 6.1.11. The following are Basic 911 and E911 Database Requirements
  - 6.1.11.1. The ALI database shall be managed by Sprint, but is the property of Sprint and XO for those records provided by XO.
  - 6.1.11.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, magnetic tape, or in a format suitable for use with desktop computers.
  - 6.1.11.3. XO shall be solely responsible for providing XO database records to Sprint for inclusion in Sprint's ALI database on a timely basis.
  - 6.1.11.4. Sprint and XO shall arrange for the automated input and periodic updating of the E911 database information related to XO end users. Sprint shall work cooperatively with XO to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files or magnetic tape that conform to NENA Version #2 format.
  - 6.1.11.5. XO shall assign an E911 database coordinator charged with the responsibility of forwarding XO end user ALI record information to Sprint or via a third party entity, charged with the responsibility of ALI record transfer. XO assumes all responsibility for the accuracy of the data that XO provides to Sprint.
  - 6.1.11.6. XO shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall

update the database within two (2) business days of receiving the data from XO. If Sprint detects an error in the XO provided data, the data shall be returned to XO within two (2) business days from when it was provided to Sprint. XO shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

6.1.11.7. Sprint agrees to treat all data on XO subscribers provided under this Agreement as confidential and to use data on XO subscribers only for the purpose of providing E911 services.

6.1.11.8. Sprint shall adopt use of a carrier Code (NENA standard five-character field) on all ALI records received from XO. The carrier Code will be used to identify the carrier of record in LNP/INP configurations.

6.1.11.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

6.1.12. The following are basic 911 and E911 Network Requirements

6.1.12.1. Sprint, at XO's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from XO's switch to a Sprint selective router.

6.1.12.2. Sprint shall provide the selective routing of E911 calls received from XO's switching office. This includes the ability to receive the ANI of XO's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide XO with the appropriate CLLI codes and specifications regarding the Tandem serving area associated addresses and meet-points in the network.

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

6.1.12.4. Each ALI discrepancy report shall be jointly researched by

Sprint and XO. Corrective action shall be taken immediately by the responsible Party.

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

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

6.1.12.5.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

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

6.1.12.5.4. Sprint shall identify special routing arrangements to complete overflow.

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

6.1.12.5.6. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

6.1.12.6. Sprint shall identify any special operator-assisted calling requirements to support 911.

6.1.12.7. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

6.1.12.8. Circuits shall have interoffice, loop and carrier system diversity when such diversity can be achieved using existing facilities.

Circuits will be divided as equally as possible across available carrier systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

6.1.12.9. All 911 trunks must be capable of transmitting and receiving Baudot code or ASII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

#### 6.1.13. Basic 911 and E911 Additional Requirements

6.1.13.1. All XO lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the XO number (if both are received from XO). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

6.1.13.2. Sprint shall work with the appropriate government agency to provide XO the ten-digit POTS number of each PSAP which subtends each Sprint selective router/911 Tandem to which XO is interconnected.

6.1.13.3. Sprint shall notify XO 48 hours in advance of any scheduled testing or maintenance affecting XO 911 service, and provide notification as soon as possible of any unscheduled outage affecting XO 911 service.

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

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

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

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

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

6.1.13.9. Sprint shall establish a process for the management of NPA

splits by populating the ALI database with the appropriate new NPA codes.

6.2. Directory Assistance Service

- 6.2.1. Sprint shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by XO subscribers directly to, at XO's option, either (a) the XO DA service platform to the extent Sprint's switch can perform this customized routing, or (b) Sprint DA service platform to the extent there is a DA service platform for that serving area.
- 6.2.2. XO subscribers shall be provided the capability by Sprint to dial the same telephone numbers for access to XO Directory Assistance that Sprint subscribers dial to access Sprint Directory Assistance.
- 6.2.3. Should XO elect to resell Sprint Directory Assistance, Sprint shall provide Directory Assistance functions and services to XO for its subscribers as described below.
  - 6.2.3.1. Sprint agrees to provide XO subscribers with the same Directory Assistance service available to Sprint subscribers.
  - 6.2.3.2. Sprint shall notify XO in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to XO.
  - 6.2.3.3. Sprint shall provide Directory Assistance to XO subscribers in accordance with Sprint's internal local operator procedures and standards.
  - 6.2.3.4. Sprint shall provide XO with the same level of support for the provisioning of Directory Assistance as Sprint provides itself. Quality of service standards shall be measured at the aggregate level in accordance with standards and performance measurements that are at Parity with the standards and/or performance measurements that Sprint uses and/or which are required by law, regulatory agency, or by Sprint's own internal procedures, whichever are the most rigorous.
  - 6.2.3.5. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, and disaster recovery options.
  - 6.2.3.6. XO or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides DA services, upon five (5) business days notice to Sprint.
  - 6.2.3.7. Directory Assistance services provided by Sprint to XO

subscribers shall be branded in accordance with Part B, Article 10 of this Agreement.

6.2.3.8. Sprint shall provide the following minimum Directory Assistance capabilities to XO's subscribers:

6.2.3.8.1. A maximum of two subscriber listings and/or addresses or Sprint Parity per XO subscriber request.

6.2.3.8.2. Telephone number and address to XO subscribers upon request, except for non-published/unlisted numbers, in the same states where such information is provided to Sprint subscribers.

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

6.2.3.8.4. Populate the Directory Assistance database in the same manner and in the same time frame as for Sprint subscribers.

6.2.3.8.5. Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for XO subscribers as for Sprint's subscribers.

6.2.3.9. Sprint shall provide XO call detail records in a mutually agreed format and manner.

### 6.3. Operator Services

6.3.1. Sprint shall provide for the routing of local operator services calls (including but not limited to 0+, 0-) dialed by XO subscribers directly to either the XO operator service platform or Sprint operator service platform to the extent Sprint's switch can perform this customized routing, as specified by XO.

6.3.2. XO subscribers shall be provided the capability by Sprint to dial the same telephone numbers to access XO operator service that Sprint subscribers dial to access Sprint operator service.

- 6.3.3. Should XO elect to resell Sprint Operator Services, Sprint shall provide Operator Services to as described below.
  - 6.3.3.1. Sprint agrees to provide XO subscribers the same Operator Services available to Sprint subscribers. Sprint shall make available its service enhancements on a non-discriminatory basis.
  - 6.3.3.2. Operator Services provided to XO subscribers shall be branded in accordance with Part B, Article 10 of this Agreement.
  - 6.3.3.3. Sprint shall provide the following minimum Operator Service capabilities to XO subscribers:
    - 6.3.3.3.1. Sprint shall complete 0+ and 0- dialed local calls.
    - 6.3.3.3.2. Sprint shall complete 0+ intraLATA toll calls.
    - 6.3.3.3.3. Sprint shall complete calls that are billed to a 0+ access calling card.
    - 6.3.3.3.4. Sprint shall complete person-to-person calls.
    - 6.3.3.3.5. Sprint shall complete collect calls.
    - 6.3.3.3.6. Sprint shall provide the capability for callers to bill to a third party and complete such calls.
    - 6.3.3.3.7. Sprint shall complete station-to-station calls.
    - 6.3.3.3.8. Sprint shall process emergency calls.
    - 6.3.3.3.9. Sprint shall process Busy Line Verify and Busy Line Verify and Interrupt requests.
    - 6.3.3.3.10. To the extent not prohibited by law or regulation, Sprint shall process emergency call trace.
    - 6.3.3.3.11. Sprint shall process operator-assisted directory assistance calls.
    - 6.3.3.3.12. Sprint shall provide basic rate quotes, subject to Sprint's operator systems being capable to perform unique rating for XO.
    - 6.3.3.3.13. Sprint shall process time-and-charges requests, at

Parity with Sprint's own service offerings.

- 6.3.3.3.14. Sprint shall route 0- traffic directly to a "live" operator team.
- 6.3.3.3.15. When requested by XO, Sprint shall provide instant credit on operator services calls as provided to Sprint subscribers or shall inform XO subscribers to call an 800 number for XO subscriber service to request a credit. Sprint shall provide one 800 number for business subscribers and another for residential subscribers.
- 6.3.3.3.16. Caller assistance for the disabled shall be provided in the same manner as provided to Sprint subscribers.
- 6.3.3.3.17. When available, Sprint shall provide operator-assisted conference calling.
- 6.3.4. Operator Service shall provide XO's local usage rates when providing rate quote and time-and-charges services, and subject to the provisions described herein.
- 6.3.5. Operator Service shall adhere to equal access requirements.
- 6.3.6. Sprint shall exercise the same level of fraud control in providing Operator Service to XO that Sprint provides for its own operator service.
- 6.3.7. Sprint shall query for Billed Number Screening restrictions when handling Collect, Third Party, and Calling Card Calls, both for station to station and person to person call types.
- 6.3.8. Sprint shall provide at an aggregate level for the operator service center, service measurements and accounting reports to XO at Parity with the service measurements and accounting reports Sprint provides itself.
- 6.3.9. XO or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides Operator Services, upon five (5) business days notice to Sprint.
- 6.3.10. Sprint shall direct XO subscriber account and other similar inquiries to the subscriber service center designated by XO.
- 6.3.11. Sprint shall provide call records in accordance with Article 4 of this Attachment VII.
- 6.3.12. Sprint shall accept and process overflow 911 traffic routed from XO to the underlying platform used to provide Operator Service where such overflow is performed by Sprint for its subscribers.

6.3.13. Sprint shall engineer its BLV/BLVI facilities to accommodate the anticipated volume of BLV/BLVI requests during the Busy Hour. XO may, from time to time, provide its anticipated volume of BLV/BLVI requests to Sprint. In those instances when the BLV/BLVI systems and databases become unavailable, Sprint shall promptly inform XO.

6.4. Directory Assistance and Listings Service Requests

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

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

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

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

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

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

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

6.4.3.4.1. A matrix of NXX to central office;

6.4.3.4.2. Geographical maps if available of Sprint service

area;

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

6.4.3.4.4. Listing format rules;

6.4.3.4.5. Standard abbreviations acceptable for use in listings and addresses;

6.4.3.4.6. Titles and designations; and

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

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

6.4.4.1. Disconnect Service;

6.4.4.2. Change carrier;

6.4.4.3. Install Service;

6.4.4.4. Change any service which affects DA information;

6.4.4.5. Specify Non-Solicitation; and

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

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

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

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

- 6.5.1. This § 6.5.1 pertains to listings requirements published in the traditional white pages.
- 6.5.2. Sprint shall include in its master subscriber system database all white pages listing information for XO subscribers in Sprint territories where XO is providing local telephone exchange services and has submitted a DSR.
- 6.5.3. Sprint agrees to include one basic White pages listing for each XO customer located within the geographic scope of its White Page directories, at no additional charge to XO. A basic White Pages listing is defined as a customer name, address and either the XO assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of XO customers will be interfiled with listings of Sprint and other LEC customers.
- 6.5.4. XO agrees to provide XO customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide XO with the appropriate format for provision of XO customer listing information to Sprint. The Parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the Parties agree to adopt such format.
- 6.5.5. Sprint agrees to provide White Pages database maintenance services to XO. XO will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 6.5.6. XO customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to XO customers.
- 6.5.7. In addition to a basic White Pages listing, Sprint will provide, under separate agreement, White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for XO to offer for resale to XO's customers.
- 6.5.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to XO customers within Sprint's service territory at no additional charge to XO. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint

and to other XO customers.

- 6.5.9. Sprint agrees to include critical contact information pertaining to XO in the "Information Pages" of those of its White Pages directories containing information pages, provided that XO meets criteria established by its directory publisher. Critical contact information includes XO's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. XO will not be charged for inclusion of its critical contact information. The format, content and appearance of XO's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 6.5.10. Sprint will accord XO customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to XO customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a carrier that contains customer listings of both Sprint and XO will not be deemed a violation of this confidentiality provision.
- 6.5.11. Sprint will sell or license XO's customer listing information to any third parties unless XO submits written requests that Sprint refrain from doing so. Sprint and XO will work cooperatively to share any payments for the sale or license of XO customer listing information to third parties. Any payments due to XO for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The Parties acknowledge that the release of XO's customer listing to Sprint's directory publisher will not constitute the sale or license of XO's customer listing information causing any payment obligation to arise pursuant to this § 6.5.11.
- 6.6. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with XO which will address other directory services desired by XO as described in this § 6.6. Both Parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 6.6 are not binding upon Sprint's directory publisher.

- 6.6.1. Sprint's directory publisher will negotiate with XO concerning the provision of a basic Yellow Pages listing to XO customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to XO customers.
- 6.6.2. Directory advertising will be offered to XO customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other XO customers. Directory advertising will be billed to XO customers by directory publisher.
- 6.6.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to XO is maintained without interruption.
- 6.6.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 6.5.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 6.6.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- 6.7. **Directory Assistance Data.** This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange carriers to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.
- 6.8. **Systems Interfaces and Exchanges**
  - 6.8.1. **Directory Assistance Data Information Exchanges and Interfaces**
    - 6.8.1.1. **Subscriber List Information**
      - 6.8.1.1.1. Sprint shall provide to XO, within sixty (60) days after the Approval Date of this Agreement, or at XO's request, all published Subscriber List Information

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

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

## 6.9. Listing Types

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

**ATTACHMENT VIII  
REPORTING STANDARDS**

**1. GENERAL**

1.1. The Parties shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of performance standards that are specified in this agreement or are required by law or regulation. In addition, Sprint's performance under this Agreement shall be provided to XO at Parity with the performance Sprint provides itself for like services.

**ATTACHMENT IX  
MASTER COLLOCATION LICENSE ATTACHMENT**

**1. DEFINITIONS.**

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

- 1.1. "Act" means the Communications Act of 1934, as amended.
- 1.2. "Cable Vault" shall mean a location in the Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct for distribution within the Premises.
- 1.3. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.
- 1.4. "Collocation Point of Termination" shall mean the physical demarcation point in Premises, specified by Sprint, between Sprint facilities and Licensee-provided facilities. The Collocation Point of Termination is the only location where facilities of Sprint and Licensee shall be interconnected under this Attachment.
- 1.5. "Collocation Space" shall mean an area of space as agreed between the Parties, located in Sprint Premises to be used by Licensee to house communications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.6. "Controlled Environment Vault" shall mean a below ground room which is controlled by Sprint and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.
- 1.7. "Date of Occupancy" shall mean the date on which Licensee first occupies the Collocation Space pursuant to this Attachment.
- 1.8. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Premises cable or conduit systems.
- 1.9. "LOE" shall mean Licensee-owned equipment.
- 1.10. "Outside Cable Duct" shall mean any space located outside Premises and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.11. "Licensee" shall mean XO Florida, Inc. ("XO"), a Washington corporation.
- 1.12. "Premises" is as defined in 47 CFR 51.5.
- 1.13. "Tariffed Service" shall mean the interconnection of Licensee's equipment and

Sprint's equipment pursuant to the Sprint Access Service tariffs as filed with the Federal Communications Commission ("FCC"), or applicable state tariffs.

**2. TERM [THIS SECTION INTENTIONALLY LEFT BLANK]**

**3. SCOPE OF ATTACHMENT.**

- 3.1. This Attachment states the general terms and conditions upon which, from time to time, Sprint will grant to Licensee a non-exclusive license to gain access to and occupy the Collocation Space, and to gain access to and to use the Cable Vault, Inner Duct and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service to the extent authorized by the Act and FCC rules and as specifically identified pursuant to completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as Attachment B). Such service will be provided by installing, maintaining and operating Licensee's equipment, which will interconnect with telecommunications services and facilities provided by Sprint or others in accordance with this Attachment.
- 3.2. Prices and fees for collocation and other services under this Attachment, are contained in the price list attached hereto as Exhibit C. In the event Sprint files tariffs for pricing of collocation and other services covered by this Attachment, such tariffs will control over Exhibit C as of the date the tariff becomes effective.

**4. PHYSICAL COLLOCATION PROCESS.**

**4.1. Selection and Application**

- 4.1.1. Upon Licensee's selection of a Premises in which it desires to collocate its Equipment, Sprint will issue a collocation application form to Licensee.
- 4.1.2. Licensee will complete the application, and return it, along with the appropriate Application Fee, to Sprint. The application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Completed applications must be accompanied by the applicable Application Fee.
- 4.1.3. If collocation space is unavailable or a Licensee withdraws its request, the Application Fee, less the costs incurred by Sprint (e.g., engineering record search and administrative activities required to process the application), will be refunded; provided, however, that if Sprint should have included the site on its website of Premises with no space available, Sprint will refund the application fee for that site.
- 4.1.4. Application Intervals. Sprint shall provide confirmation of space availability for one (1) to five (5) applications submitted within ten (10)

calendar days from the receipt of a completed application and application fee. For six (6) to twenty (20) applications, Sprint shall provide confirmation of space availability within twenty-five (25) calendar days from the receipt of a completed application and application fee. Should Licensee submit twenty-one (21) or more application request within five (5) business days, confirmation of space availability will be increased by five (5) calendar days for every five (5) additional reports requested or fraction thereof. In addition to response time for confirmation of space availability, and additional twenty (20) calendar days will be required for estimated price.

- 4.1.5. Sprint will provide pricing for collocation at a specific Premises based on pricing in the Attachment as applied to the specific collocation requested within 30 days of receipt of the application.
- 4.2. Denial of Application. After notifying the Licensee that the Sprint has no available space in the requested Central Office (“Denial of Application”), the Sprint will allow the Licensee, upon request, to tour the entire Central Office within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Central Office must be received by the Sprint within five (5) calendar days of the Denial of Application.
- 4.3. If Licensee 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.
- 4.4. Upon agreement of the Parties to the terms of the specific collocation application, such terms will be memorialized in a Site Collocation License executed by the Parties. Each Site Collocation License executed by the Parties shall contain a description of the specific Premises, Collocation Space and Equipment, together with a statement of the effective date, the term of that Site Collocation License, and conditions for renewal of that Site Collocation License. The Site Collocation License shall also contain a statement incorporating and affirming the terms and conditions of this Attachment.
- 4.5. Each Site Collocation License will state the fee due to Sprint and other charges due pursuant to that Site Collocation License according to Attachment C or the applicable tariff. Unless provided otherwise in the Site Collocation License, rent and other charges will be payable in advance, monthly on the first of the month. Variable charges will be payable upon receipt of Sprint’s invoice.
- 4.6. Caged Physical Construction Intervals. Where caged physical collocation space and associated requirements are available, Sprint will provide caged physical collocation within ninety (90) calendar days from the receipt of the signed Site Collocation License, subject to additional time for asbestos removal or extraordinary construction as mutually agreed upon by Licensee and Sprint.

- 4.7. Cageless Physical Construction Intervals. Where cageless physical collocation space and associated requirements are available, Sprint will provide cageless physical collocation within sixty (60) calendar days from the receipt of the signed Site Collocation License, subject to additional time for asbestos removal or extraordinary construction as mutually agreed upon by Licensee and Sprint.
- 4.8. Construction. Sprint shall permit Licensee or its designated subcontractor to perform the construction of physical collocation arrangements, provided, however, that any such Licensee subcontractor shall be subject to Sprint's approval, which such approval shall not be unreasonably withheld. Approval by Sprint shall be based on the same criteria it uses in approving contractors for its own purposes.
- 4.8.1. To the extent Sprint performs the construction of the physical collocation arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to Licensee's order must thereafter be approved by Licensee. The Parties acknowledge that Licensee approved deviations may require additional construction time and may incur additional Licensee expenses. Licensee shall pay the incremental cost incurred by Sprint as the result of any Licensee Change Order applicable to construction of any collocation space.
- 4.8.2. At the request of the Licensee, Sprint shall provide detailed Telephone Equipment drawings depicting the location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for Sprint Point of Termination Bay(s) to Licensee within fifteen (15) business days of acceptance of Licensee's request for Collocated Space.
- 4.8.3. At the request of the Licensee, Sprint shall provide detailed drawings depicting the exact path, with dimensions, for Licensee Outside Plant Fiber ingress and egress into Collocated Space within ten (10) business days of the acceptance of Licensee's request for Collocated Space.
- 4.8.4. At the request of the Licensee, Sprint shall provide detailed power cabling connectivity information including the sizes and number of power feeders to Licensee within ten (10) business days of the acceptance of Licensee's request for Collocated Space.
- 4.8.5. To the extent Sprint performs the construction of the physical collocation arrangement, Sprint shall provide positive confirmation to Licensee when construction of Collocated Space is 50% completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.
- 4.8.6. Licensee and Sprint will complete an acceptance walk through of those portions of the physical collocation arrangement provided by Sprint. Exceptions that are noted during this acceptance walk through shall be

corrected by Sprint within five (5) business days after the walk through except where circumstances reasonably warrant additional time. In such event, subject to Licensee's consent, which shall not be unreasonably withheld, Sprint shall be given additional time. The correction of these exceptions from the original collocation request shall be at Sprint's expense. When the physical collocation arrangement provided by Sprint is ready for occupancy by Licensee, Licensee will execute an Access Customer Estimate or Billing Advisory Form provided by Sprint.

- 4.9. The Licensee must place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days of the date of execution of the Access Customer Estimate or Billing Advisory Form, or other time period mutually agreed to by the Licensee and Sprint, or the space must be relinquished to Sprint. Sprint may extend the beginning of use beyond the 180 day period upon a demonstration by the Licensee that circumstances beyond the Licensee's control prevented the 180 day deadline from being met.

## **5. USE OF COMMON AREAS.**

- 5.1. As part of a Site Collocation License granted hereunder, Licensee, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of Licensee 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 Licensee'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 on itself and all other Building occupants.
- 5.2. Water. Sprint will 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 Licensee, to the same extent that it is available to Sprint and any other Building occupant. Licensee shall not waste or permit the waste of water.
- 5.3. Security Service. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to Licensee's Collocation Space. Sprint shall not be liable to Licensee or any other

party for loss of or damage to the Collocation Space or LOE caused by inadequate Building and Premises security unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.

- 5.4. Elevator Service. Sprint shall furnish Licensee passenger elevator service as necessary to reach the Collocation Space or common areas to which Licensee has access pursuant to the terms of this Attachment to the same extent as such service is available for Sprint and other Premises occupants. Freight elevator service when used by Licensee's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

## 6. **SPRINT'S SERVICES AND OBLIGATIONS.**

- 6.1. For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services under a properly executed Site Collocation License:
- 6.2. Interconnection. Sprint shall permit a collocating telecommunications carrier to interconnect its network, via cross-connect facilities, with that of another collocating telecommunications carrier at the Sprint premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises. Sprint may provide such cross-connect facilities at the expense of the Licensee per the Licensees request.
- 6.3. Transmission Facility Options. For both Physical Collocation and Virtual Collocation, Licensee may purchase unbundled transmission facilities (and any necessary Cross-Connection) from Sprint, provide its own transmission facilities, or utilize the transmission facilities of a third party. The transmission facilities shall be terminated at the Licensee's collocation space or at a mutually agreed upon location within Sprint's Premise.
  - 6.3.1. If a Licensee occupies more than one Collocation Space location within the Building, Licensee may interconnect its equipment contained in the two separate Collocation Space locations.
- 6.4. Basic Service Description - Physical Collocation. Physical collocation provides Licensee with collocation space (cageless or secured) and associated requirements such as power and environmental conditioning within a Sprint Collocation Space to locate certain fiber optic, microwave or other wireless facilities and equipment, for the purposes of accessing UNEs, providing telecommunications services, and a connection to certain Sprint provided services.
- 6.5. Rate Categories. Collocation Services consist of the rate categories described generally below. Specific regulations governing the provision of these rate elements are set forth following:
  - 6.5.1. Application Fee. The application fee is a nonrecurring charge that recovers the cost of processing the application for collocation and provides for the preliminary work needed to determine if Sprint Collocation Space and facilities are available to meet the Licensee's collocation request. The

application fee will be assessed once for each application submitted per Sprint Collocation Space, and is not dependent upon the amount of collocation space requested.

- 6.5.2. DC Power. The DC power rate element consists of both a recurring monthly rate and a nonrecurring charge. The nonrecurring charge recovers the cost of delivering Sprint DC power to the Licensee's collocation space and is assessed per foot of power lead provided to the collocation space occupied by the Licensee. A separate power lead is required for each 7 foot equipment bay located in the Licensee's collocation space. The recurring monthly rate recovers the cost of providing 48 volt DC power to the Licensee's collocation space, and is assessed per fuse amperage ordered.
- 6.5.3. Collocation Space. Collocation space is available in square foot or single-bay increments (i.e. a Licensee may purchase space in increments small enough to collocate a single rack, or bay, of equipment) and will be charged at the per square foot floor space monthly rate. Collocation space includes associated environmental support systems such as AC power (one 115V 15amp circuit), lighting, heating and air conditioning.
- 6.5.4. Security Enclosure. The security enclosure rate element consists of both a fixed and per linear foot nonrecurring charge. Security enclosures are available at the Licensee's option, and the associated nonrecurring charges recover the cost of constructing a lockable, eight foot high, wire mesh security fence surrounding the perimeter of the Licensee's collocation space.
- 6.5.5. Conduit Space - Per Foot. The conduit space - per foot rate element is assessed on a per linear foot per month basis and provides for the Licensee's use of conduit duct space from the designated interconnection point to the Licensee's collocation space.
- 6.5.6. Conduit Space - Vault. The conduit space - vault rate element is assessed on a per foot of a 9-conduit vault per month basis and provides for the Licensee's use of Sprint's cable vault and supporting structures.
- 6.5.7. Electrical Cross-Connect. The electrical cross-connect rate element is assessed on a per connection per month basis and recovers the cost of connecting the Licensee's terminating equipment to tariffed services provided by Sprint. Electrical cross-connections are available at the DS0, DS1 and DS3 levels.
- 6.5.8. Riser Space. The riser space rate element is assessed on a per foot per month basis and provides a cable path between the cable vault and the Licensee's collocation space.
- 6.5.9. Diverse Riser Space. The diverse riser space rate element is assessed on a per foot per month basis and provides a second cable path between the

cable vault and the Licensee's collocation space.

- 6.5.10. Cable Pull and Splice. The cable pull and splice rate element is assessed based on per half hour (or portion thereof) additional labor rates and recovers the cost of Sprint personnel pulling the Licensee's fiber optic cable from the interconnection point in a manhole outside Sprint Collocation Space to the cable vault, and splicing the Licensee's cable to the riser cable in the cable vault.
- 6.5.11. Installation and Maintenance. The installation and maintenance rate element is assessed based on per half hour (or portion thereof) additional labor rates and recovers the cost of installing and/or maintaining Licensee provided outside plant (e.g., entrance cable, riser cable, and conduit).
- 6.5.12. Interconnection Rearrangement. The interconnection rearrangement rate element is a nonrecurring charge assessed when an existing Sprint provided high capacity service or multiplexed high capacity service is reconfigured into a high capacity service under an expanded interconnection arrangement or vice versa, or from one expanded interconnection arrangement to another within the same Sprint Collocation Space.
- 6.6. Establishment of Collocation Space Enclosure. If requested by Licensee, prior to the occupancy of the Collocation Space by the Licensee, Sprint will establish a secure enclosure defining the location of the Licensee's Collocation Space (the "Collocation Space Enclosure"). The Collocation Space Enclosure and any other improvements thereto, all of which taken together shall constitute the "Collocation Space".
- 6.7. Shared Caged Collocation
- 6.7.1. Sprint may allow Licensee to share the Licensee's caged collocation arrangement pursuant to terms and conditions agreed to by the Licensee ("Host") and other telecommunications carriers ("Guests") with the following exceptions: (1) where local building code does not allow Shared (Subleased) Cage Collocation, and (2) where Sprint's Premises is located within a leased space and Sprint is prohibited by said lease from offering such an option. The Licensee shall notify the Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by the Licensee that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Attachment between the Sprint and the Licensee.
- 6.7.2. Shared Collocation Interfaces. Licensee shall be the sole interface and responsible Party to Sprint for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of

rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents.

- 6.7.3. Guest Interconnection. Notwithstanding the foregoing, Guest may arrange directly with Sprint for the provision of the interconnecting facilities between Sprint and Guest and for the provisions of the services and access to unbundled network elements and Sprint will bill the Guest directly for these services.
- 6.7.4. Service Ordering. Sprint will not place unreasonable restrictions on a Licensee's use of a cage, and as such will allow a Licensee to contract with other CLECs to share the cage in a sublease-type arrangement. If two (2) or more CLECs who have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original Collocator.

#### 6.8. Adjacent Collocation

- 6.8.1. Sprint will provide adjacent collocation arrangements where space within the Central Office is exhausted, subject to technical feasibility. Sprint and Licensee will mutually agree on the location of the designated space on Sprint's property where the adjacent structure (such as a CEV or similar structure) will be placed. Sprint will not withhold agreement as to the site desired by the Licensee, subject only to reasonable safety and maintenance requirements.
- 6.8.2. Construction. Should Licensee elect Adjacent Collocation, the Licensee must arrange with a Sprint certified contractor to construct an Adjacent Collocation structure. Licensee shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to Sprint's point of interconnection. Sprint will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists to the extent technically feasible. At its option, Licensee 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. Sprint will provide DC power to the adjacent structure, subject to technical feasibility. Technical infeasibility will include, but not be limited to, lack of sufficient DC power at an adjacent collocation site. Sprint will price the provision of DC power on an individual case basis.
- 6.8.3. Construction Approval. Sprint maintains the right to review the Licensee plans and specifications prior to construction of an Adjacent Collocation Arrangement(s). Sprint shall complete its review within thirty (30) calendar days. Sprint may inspect the Adjacent Collocation

Arrangement(s) following construction and prior to commencement of Licensee services, to ensure the design and construction comply with submitted plans. Sprint may require the Licensee to correct any deviations from approved plans found during such inspection(s).

- 6.9. Environmental Controls. Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by Licensee to Sprint in its application which Licensee hereby represents to Sprint is sufficient to allow the LOE to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.
- 6.9.1. If Licensee 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 Licensee's equipment or facilities shall be paid by Licensee to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one Licensee each Licensee will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space that benefits from the improvements.
- 6.10. Electricity. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to Licensee pursuant to this Section is insufficient to support the activity being carried on by the Licensee in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide Licensee with additional electricity and Licensee shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to Licensee's Collocation Space. Licensee shall also pay for additional electricity provided via these circuits.
- 6.10.1. Licensee covenants and agrees that Sprint shall not be liable or responsible to Licensee for any loss, damage or expense which Licensee may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for Licensee's requirements.
- 6.10.2. Licensee covenants and agrees that subject to Sprint's reasonable cooperation, its use of electric current shall never knowingly exceed the capacity of existing feeders to the Building or the Collocation Space, when

reviewed in conjunction with electrical usage of other occupants in the Building.

- 6.10.3. Central office power supplied by Sprint into the Licensee equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated Licensee equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Licensee equipment. The termination location shall be as agreed by the Parties.
- 6.10.4. Sprint shall provide power as requested by Licensee to meet Licensee 's need for placement of equipment, interconnection, or provision of service.
- 6.10.5. Sprint power equipment supporting Licensee's equipment shall:
  - 6.10.5.1. 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;
  - 6.10.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for Licensee equipment, or, at minimum, at parity with that provided for similar Sprint equipment;
  - 6.10.5.3. Provide, upon Licensee's request, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) Licensee traffic;
  - 6.10.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of Licensee equipment plus or minus 2 feet to the left or right of Licensee's final request; and
  - 6.10.5.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for Licensee equipment in accordance with Licensee 's collocation request.
- 6.10.6. Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
- 6.10.7. 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.
- 6.10.8. Sprint will provide Licensee 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 Licensee equipment located in Sprint facility. Sprint

shall provide Licensee immediate notification by telephone of any emergency power activity that would impact Licensee equipment.

- 6.11. Fire Safety System. Subject to the provisions of Section 6.6.3 hereof, Sprint may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Sprint shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.
- 6.11.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.
- 6.11.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and Licensee 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 Licensee with notice of its intent to access Licensee'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 Licensee, its employees, agents or invitees, in which case Licensee shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the Licensee shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of Licensee's act or omission. Licensee shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if Licensee is aware of damage to the fire protection systems it shall promptly notify Sprint.
- 6.11.3. Licensee is aware the Collocation Space will contain a fire detection 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.
- 6.12. Repairs. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Sprint's normal business practices.
- 6.12.1. 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 Licensee. If Sprint shall fail to commence such repairs or maintenance within 10 Business days after written notification, provided

that such delays are not caused by Licensee, Licensee'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.

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

6.12.3. 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 Licensee or Licensee's employees, invitees or agents, shall be paid by Licensee to Sprint within 10 days after being billed for such repairs and maintenance by Sprint.

6.12.4. Sprint shall provide Licensee with notice 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 Licensee 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.

6.13. Interruption of Services. Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, for repairs, or improvements; however, Sprint agrees to use its best efforts not to interfere with Licensee'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. Sprint will use best efforts to minimize any necessary interruption.

6.13.1. No such interruption of service shall be deemed an eviction or disturbance of Licensee's use of the Collocation Space or any part thereof, or render Sprint liable to Licensee for damages, by abatement of Licensee Fees or otherwise, except as set forth in the Tariff, or relieve Licensee from

performance of its obligations under this Attachment or the applicable Site Collocation License. Licensee hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service as described in this Section 6.13 other than interruption or stoppage of service attributable to Sprint's gross negligence or willful misconduct.

6.13.2. Sprint shall have the right to reduce heat, light, water and power as required by any mandatory conservation programs.

6.14. Licensee Right of Access. Subject to reasonable Building rules and any applicable Security Arrangements, Licensee shall have the right of entry 24 hours per day to the Building, common areas, Collocation Space and common cable space.

6.14.1. Sprint, at Licensee's expense, may issue non-employee photo identification cards for each Licensee employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of Licensee who may require occasional access to the Collocation Space.

6.14.2. Sprint may issue access cards, codes, or keys to Licensee's listed employees or vendors where such systems are available and their use by Licensee will not otherwise compromise building security.

6.14.3. Subject to 6.14 above, Sprint reserves the right to close and keep locked all entrance and exit doors of the Building during hours Sprint may deem advisable for the adequate protection of the Building. Use of the Building 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 Licensee's Collocation Space is not fully segregated from areas of the Building containing Sprint equipment, shall be subject to such reasonable rules and regulations as Sprint may from time to time prescribe for its own employees and third party contractors.

## **7. LICENSEE'S OBLIGATIONS.**

7.1. Allocation of Collocation Space. Licensee may reserve Collocation space for its future use in Sprint's Premises. Sprint shall notify Licensee in writing if another Telecommunications Carrier requests Collocation space that is reserved by Licensee. Licensee shall, within five (5) Business Days of receipt of such notice, provide Sprint either (i) written notice that Licensee relinquishes such space or (ii) enforce its reservation of space. Failure of Licensee to respond to Sprint within the foregoing five (5) Business Day period shall be deemed an election by Licensee to relinquish such space.

7.2. Subcontractor and Vendor Approval. Licensee shall select an equipment installation vendor, which has been approved by Sprint (Approved Vendor) to perform all installation work required in the Physical Collocation Space. Sprint

shall provide Licensee with a list of Approved Vendors upon request. The Approved Vendor shall be responsible for installing Licensee's equipment and components, performing operational tests after installation is complete, and notifying Licensee upon successful completion of installation. The Approved Vendor shall bill Licensee directly for all work performed for pursuant to this Attachment and Sprint shall have no liability for nor responsibility to pay such charges imposed by the Approved Vendor. In addition, Sprint shall allow Licensee to have a Sprint-approved vendor install updates to Collocated equipment, including software updates.

- 7.3. Restrictions. Licensee shall not be permitted to collocate equipment if used solely for switching or solely to provide enhanced services. All collocated equipment must comply with Telcordia Network Equipment Building Systems (NEBS) Level 1 safety requirements.
- 7.4. Extraordinary Construction Costs. Licensee will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Sprint to prepare the Collocation space exclusively for the installation of Licensee's equipment and for extraordinary costs to maintain the Collocation space for Licensee'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, Licensee and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to Licensee prior to commencing such work. Extraordinary costs will only be billed to Licensee if such costs have been authorized by Licensee. Sprint must advise Licensee if extraordinary costs will be incurred. Nothing in this paragraph will operate to allow Sprint to double recover its costs in providing extraordinary construction.
- 7.5. Sprint Inspection. Sprint shall have the right to inspect Licensee's completed installation of equipment and facilities prior to Licensee turning up such equipment and facilities. Licensee shall provide written notification to Sprint of the date when Licensee has completed or anticipates completion of 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) arrange to inspect such Collocation space or (ii) notify Licensee that Sprint is not exercising its right to inspect such Collocation space at that time and that Licensee may turn up its equipment and facilities. If Sprint elects to inspect the Collocation Space, Sprint will make reasonable efforts to undertake that inspection as soon as possible after Licensee's equipment and facilities have been installed, but in no event later than within five (5) Business Days of receipt of Licensee's notice or within two (2)

Business Days of completed installation of Licensee's equipment and facilities, whichever is later. Failure of Sprint to either inspect the Collocation space or notify Licensee 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. Licensee shall have the right to be present at such inspection, and if Licensee is found to be in non-compliance with the terms and conditions of this Attachment that relate to the installation and use of Licensee's Collocated equipment and facilities, Licensee shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

- 7.6. Access Right of Sprint. Sprint shall have access to Licensee's Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including Licensee's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the Licensee's Collocation Space has been established, Sprint will provide Licensee with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing Licensee the option to be present at the time of access. If Licensee elects to be present at the time of Sprint's access, Sprint will make reasonable efforts to access Licensee's Collocation Space at a time when Licensee can be present. Licensee 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.
- 7.7. Inspection and Janitorial. Licensee shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. Licensee 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). Licensee shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 7.8. Security Arrangements. Licensee agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:
- 7.8.1. Consistent with Sprint's practices for its own employees and vendors, Licensee will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the Building. The list will include the social security numbers of all such individuals. Sprint may reasonably object to any person on the list, in which case that person will be denied entry into the Building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint.
- 7.8.2. Licensee is responsible for returning identification and access cards,

codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Site Collocation License. Unreturned or replacement cards, codes, or keys may be subject to a fee at the discretion of Sprint.

- 7.8.3. Licensee's employees, agents, invitees and vendors must display identification cards at all times.
  - 7.8.4. Licensee will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available 24 hours a day, seven days a week to verify identification.
  - 7.8.5. In a manner consistent with Building regulations, Licensee shall list all furniture, equipment and similar articles Licensee desires to remove from the Collocation Space or the Building and deliver a copy to Sprint and procure a removal permit from building security authorizing Building employees to permit such articles to be removed.
  - 7.8.6. Before leaving the Collocation Space unattended, Licensee 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 Licensee's failure to do so shall be the responsibility of Licensee. Licensee will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from Licensee's failure to comply with this section.
  - 7.8.7. Licensee agrees that Sprint may provide a security escort to Licensee personnel while in the Building. While such escort shall not be a requirement to Licensee's entry into the Building, Licensee must allow the security escort to accompany Licensee personnel at all times and in all areas of the Building, including the Collocation Space, if so requested. Access will not be denied if a security escort is not available, nor will Licensee incur any costs or charges associated with Sprint's decision to have an escort accompany Licensee's personnel.
  - 7.8.8. Licensee 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. Licensee shall promptly update this information as changes occur.
- 7.9. Electricity. Licensee 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 Licensee facility. Licensee shall

provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.

- 7.10. Interruption of Services. Licensee shall provide Sprint with written notice three (3) business days prior to those instances where Licensee or its subcontractors perform work, which is to be a known service affecting activity. Licensee will inform Sprint by email of any unplanned service outages. The Parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after Licensee learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.
- 7.11. Telephone. Licensee may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by Licensee and at Licensee's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.
- 7.12. Fire Protection Systems. Licensee shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that Licensee may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
- 7.12.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the Collocation Space, such changes, modifications or additions shall be made by Sprint and Licensee shall reimburse Sprint for the cost thereof.
- 7.12.2. 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 Premises in which the Collocation Space of Licensees in general are located, such changes, modifications, or additions shall be made by Sprint and Licensee shall reimburse Sprint for the cost thereof in the same proportion as the size of the Licensee's Collocation Space as compared to the total available space in the affected portion of the Premises .
- 7.13. Hazardous Materials. Licensee shall identify and shall notify Sprint in writing of any Hazardous Materials Licensee 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.). Licensee, 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. Licensee 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.

7.13.1. Licensee 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 Premises. 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.

7.13.2. If Sprint discovers that Licensee 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 Site Collocation License or, in the case of pervasive violation, this Attachment or suspend performance hereunder. Licensee 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. Licensee shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Site Collocation License or this Attachment. If Sprint elects to terminate the applicable Site Collocation License or this Attachment or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Attachment, Licensee 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 the applicable Site Collocation License or this Attachment.

7.13.3. Licensee 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, Licensee's use, storage or disposal of Hazardous Materials.

7.13.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the

Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Attachment.

- 7.14. Various Prohibited Uses. Licensee 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. Licensee 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.
- 7.14.1. Licensee shall not exceed the Uniformly Distributed Live Load Capacity.
- 7.14.2. Licensee 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.
- 7.14.3. Licensee shall not use the name of the Building or Sprint for any purpose other than that of the business address of Licensee, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.
- 7.14.4. Licensee 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 Section 2 of this Attachment without the prior written consent of Sprint.
- 7.14.5. Licensee 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. Licensee 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.

- 7.14.6. Licensee 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.
- 7.14.7. Licensee shall not use the Collocation Space for housing, lodging or sleeping purposes;
- 7.14.8. Licensee shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space; or
- 7.14.9. Licensee 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.
- 7.15. Rules of Conduct. Licensee, its employees, agents, contractors, and business invitees shall
  - 7.15.1. 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
  - 7.15.2. 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 Attachment or any extension hereof.
- 7.16. Alterations. Licensee shall not make installations, alterations or additions 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 Licensee.
  - 7.16.1. 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 Attachment. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. Licensee shall permit Sprint to inspect all construction operations within the Collocation Space and to approve contractors, which approval shall not be unreasonably withheld. If

alterations are made by Licensee's contractors, Licensee shall furnish to Sprint prior to commencement thereof, building permits and certificates of insurance or performance bonds of Licensee's contractors and sub-contractors. Any such insurance to be provided by Licensee's contractors or sub-contractors shall provide for coverage in amounts not less than as required by Sprint of Licensee under Section 9 of this Attachment. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used shall be furnished to Sprint. Licensee and its contractors and sub-contractors shall hold Sprint harmless from all claims, costs, damages, liens and expenses which may arise out of or be connected in any way with installations, alterations or additions.

7.16.2. 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 Licensee or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Attachment, however, Sprint shall have the right to require Licensee to remove such fixtures and installations, alterations or additions at Licensee'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.

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

7.17. Fireproofing Policy. Licensee 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 Licensee desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of Licensee. 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 Licensee, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by Licensee with Sprint-approved fire barrier sealants, or by Sprint at Licensee's cost.

7.18. Equipment Grounding. LOE shall be connected to Sprint's grounding system.

7.19. Representations and Warranties. Licensee hereby represents and warrants that the information provided to Sprint in any application or other documentation relative to Licensee's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Attachment is and shall be true and correct, and that Licensee 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 Attachment.

**8. RIGHTS RESERVED TO SPRINT.**

- 8.1. Sprint shall have the following rights, and others not specifically excluded in this Attachment, exercisable without notice and without liability to Licensee for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Licensee's use or possession or giving rise to any claim for offsets, or abatement of rent:
- 8.2. To change the name or street address of the Building;
- 8.3. To install and maintain signs on the exterior and interior of the Building or anywhere on the Premises;
- 8.4. To designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
- 8.5. To have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding Licensee's safes;
- 8.6. 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 Licensee from the Collocation Space or any portion thereof;
- 8.7. If it becomes necessary and there are no other reasonable alternatives available, Sprint reserves its right, for good cause shown, and upon 30 days prior notice, to seek reclamation 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 under public service law, pursuant to any order or rule of the state commission or the FCC to provide telecommunications services to its end user customers. If successful, Sprint will reimburse Licensee for reasonable direct costs and expenses in connection with such reclamation. Licensee reserves the right to dispute such reclamation under the dispute resolution provisions of this Agreement.
- 8.8. To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements, including assigning the Collocation Space and other collocation space to other parties;
- 8.9. To require all persons entering or leaving the Building during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Sprint assumes no responsibility and shall not be liable for any

damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Building, provided that such damage is not the result of gross negligence or willful misconduct on the part of Sprint;

- 8.10. To 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 Premises or Collocation Space only at such times and in such a manner and to the same extent as Sprint requires of its employees;
- 8.11. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Sprint shall limit inconvenience or annoyance to Licensee as reasonably possible under the circumstances;
- 8.12. To 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;
- 8.13. To 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 Licensee from the use expressly permitted by the applicable Site Collocation License or this Attachment, unless Sprint exercises its right to terminate the applicable Site Collocation License or this Attachment with respect to all or a portion of the Collocation Space;
- 8.14. To close the Building at such reasonable times as Sprint may determine, subject to Licensee's right to admittance under such reasonable regulations as shall be prescribed from time to time by Sprint;
- 8.15. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require Licensee to move to equivalent space in the Building upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the License Fee provided for herein shall remain the same. Licensee reserves the right to dispute such relocation under the dispute resolution provisions of this Agreement;
- 8.16. To designate all spaces to be occupied by Licensee under the applicable Site Collocation License;
- 8.17. To perform all work, using Sprint employees or contractors, necessary to ready the Collocation Space for Licensee's use;

- 8.18. To exercise all other rights reserved by Sprint pursuant to the provisions of the applicable Site Collocation License or this Attachment; and
- 8.19. To inspect the installation of LOE in the Collocation Space prior to the connection of facilities to the Collocation Point of Termination.

**9. INSURANCE. [THIS SECTION INTENTIONALLY LEFT BLANK.]**

**10. INDEMNIFICATION. [THIS SECTION INTENTIONALLY LEFT BLANK.]**

**11. LIMITATION OF LIABILITY. [SECTION INTENTIONALLY LEFT BLANK.]**

**12. PARTIAL DESTRUCTION.**

12.1. 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. The applicable Site Collocation License shall not terminate unless, within 90 days after the occurrence of such casualty, Sprint notifies Licensee of its decision not to rebuild and its election to terminate the applicable Site Collocation License. If Sprint does not elect to terminate the applicable Site Collocation License, Sprint shall repair the damage to the Collocation Space caused by such casualty. Should Sprint elect to repair or rebuild the Premises, the recurring charges will be proportionately abated to the extent and while Licensee was deprived of the use.

12.2. Notwithstanding any other provision of this Attachment to the contrary, if any casualty is the result of any act, omission or negligence of Licensee, its agents, employees, contractors, Licensees, customers or business invitees, unless Sprint otherwise elects, the applicable Site Collocation License shall not terminate, and, if Sprint elects to make such repairs, Licensee shall reimburse Sprint for the cost of such repairs to the extent that the casualty is the result of Licensee's act, omission, or negligence, or Licensee shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.

12.3. 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 and Sprint elects not to rebuild, Sprint may, at its election within 90 days of such casualty, terminate the applicable Site Collocation License by giving written notice of its intent to terminate the applicable Site Collocation License. The termination as provided in this paragraph shall be effective 30 days after the date of the notice.

**13. EMINENT DOMAIN.**

13.1. If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement

shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by Sprint of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, Sprint and Licensee shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

#### **14. LICENSE TERMINATION.**

- 14.1. At the termination of the applicable Site Collocation License or this Agreement, by lapse of time or otherwise and if the Parties do not replace the applicable Site Collocation License or this Attachment, or upon any termination of Licensee's right to possession without termination of the applicable Site Collocation License, the following provisions shall apply.
- 14.2. Surrender of Collocation Space. Licensee shall surrender possession and vacate the Collocation Space within 30 days, and deliver possession thereof to Sprint, and hereby grant to Sprint full and free license to enter into and upon the Collocation Space in such event with or without process of law and to expel or remove Licensee and to remove any and all property, without being deemed in any manner guilty of trespass, eviction or forcible entry or conversion of property, and without relinquishing any other right given to Sprint hereunder or by operation of law.
- 14.3. Surrender of Keys. Licensee 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.
- 14.4. Vacate Collocation Space. Licensee shall remove its equipment from the Collocation Space within 30 days.
- 14.5. Return of Collocation Space. Licensee shall return to Sprint the Collocation Space and all equipment and fixtures of Sprint in as good a condition and state of repair as when Licensee originally took possession, normal wear and tear or damage by fire or other casualty excepted. Licensee shall be responsible to Sprint for the cost of any repairs that shall be made necessary by the acts or omissions of the Licensee or of its agents, employees, contractors or business invitees. Sprint reserves the right to oversee Licensee's withdrawal from the Collocation Space and Licensee agrees to comply with all directives of Sprint regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Sprint's directive to return the Collocation Space in other than its original condition on the Date of Occupancy; provided, however, that Licensee shall not be responsible for placing the Collocation Space in other than its original condition if to do so would put Licensee to additional expense above and beyond that which would be necessary to return the Collocation Space in its original

condition.

- 14.6. Removal of Additions. All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Licensee, in or upon the Collocation Space, whether placed there by Licensee or Sprint, shall be Sprint's property and shall remain upon the Collocation Space, all without compensation, allowance or credit to Licensee; provided, however, that if prior to such termination or within 10 days thereafter, Sprint so directs, Licensee shall promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Premise by Licensee, failing which Sprint may remove the same, and Licensee shall, upon demand, pay to Sprint the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from Inner Duct or Outside Cable Duct except as directed by Sprint.
- 14.7. Property Presumed Abandoned. All fixtures, installations, and personal property belonging to Licensee not removed from the Collocation Space upon termination of the applicable Site Collocation License or this Attachment and not required by Sprint to have been removed as provided in the applicable Site Collocation License or this Attachment, shall be conclusively presumed to have been abandoned by Licensee and title thereto shall pass to Sprint under this Attachment as if by a Bill of Sale.
- 14.8. Delay of Surrender. If the Collocation Space is not surrendered at the termination of the applicable Site Collocation License, Licensee shall indemnify Sprint against loss or liability resulting from delay by Licensee in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.

**15. DEFAULT OF SPRINT. [THIS SECTION INTENTIONALLY LEFT BLANK.]**

**16. DEFAULT OF LICENSEE. [THIS SECTION INTENTIONALLY LEFT BLANK.]**

**17. REMEDIES OF SPRINT.**

- 17.1. If the owner of the Building or Premises or Sprint sells, transfers or assigns any interest in the Building or Premises, or there is any material change in the Lease to which the Building or Premises is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Attachment, Sprint's performance under the applicable Site Collocation License or this Attachment shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

**18. BANKRUPTCY.**

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

**19. CONFIDENTIALITY AND PUBLICITY. [THIS SECTION INTENTIONALLY LEFT BLANK.]**

**20. ASBESTOS.**

20.1. Licensee is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and Licensee hereby releases and agrees to hold Sprint harmless from any and all liability to Licensee or any of its employees, agents or invitees as a result thereof. Licensee has the responsibility to inspect the Collocation Space and determine if the Collocation Space is in a condition satisfactory to Licensee for its intended use.

**21. SUBORDINATION.**

21.1. Any applicable Site Collocation License and this Attachment 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 Licensee agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

22.

**EXHIBIT A**  
**SPRINT AFFILIATED LOCAL TELEPHONE**  
**OPERATING COMPANIES**

Sprint - Florida, Inc.  
Central Telephone Company of Virginia  
The United Telephone Company of Pennsylvania  
United Telephone Company of New Jersey, Inc.  
United Telephone Company of Ohio  
United Telephone Company of Indiana, Inc.  
United Telephone Company of Texas, Inc.  
Central Telephone Company of Texas  
Sprint Missouri, Inc.  
United Telephone Company of Kansas (\*)  
Sprint Minnesota, Inc.  
United Telephone Company of the West (\*)  
Central Telephone Company - Florida Division  
United Telephone Company of the Northwest (Oregon)  
United Telephone Company of the Northwest (Washington)

(\*) United Telephone of Kansas also includes the service areas of United Telephone Company of Southcentral Kansas, United Telephone Company of Eastern Kansas, and United Telephone Company of Southeast Kansas. United Telephone Company of the West operates in Nebraska and Wyoming under a single company name.

**EXHIBIT B**  
**SITE COLLOCATION LICENSE AGREEMENT**  
**TO MASTER COLLOCATION ATTACHMENT IX**

Capitalized terms used in this Site Collocation License Agreement have the same meaning as such terms in the Master Collocation Attachment unless otherwise indicated.

22.1. Part I Terms

1. Site name (central office name):
2. Site code (CLLI code):
3. Site address:
4. Site Legal Description:
5.  The Site is owned by Sprint.

The Site is leased by Sprint. A copy of the lease is attached to this Site Collocation License.

6. Type of Physical Collocation

Caged Collocation

Cageless Collocation

7. Description of Licensee's Equipment:

8. Effective Date of Lease:

9. Term:

10. Renewal Options:

11. Sprint contact for emergencies:

12. Licensee contact for emergencies:

13. Special Provisions:

14. Notice:

Sprint:

Licensee:

22.2. Part II Compensation

22.2.1. Itemized Listing of Fees

Rate Element, Unit of Measure	NRC or MRC	Rate per Unit	Quantity	Total Rate (\$ x Quantity)
APPLICATION FEE, Per Application	NRC	\$		\$
COLLOCATION SPACE, Per Square Foot	MRC	\$		\$
DC POWER, Per Fuse Amp	MRC	\$		\$
DC POWER, Per Power Lead, Per Foot	NRC	\$		\$
SECURITY ENCLOSURE, Per Square Foot -or- Per Fixed And Per Linear Foot	NRC	\$		\$
CONDUIT SPACE-PER FOOT, Per Linear Foot	MRC	\$		\$
CONDUIT SPACE-VAULT, Per Linear Foot	MRC	\$		\$
RISER SPACE, Per Foot	MRC	\$		\$
DIVERSE RISER SPACE, Per Foot	MRC	\$		\$

Rate Element (Unit of Measure)	NRC or MRC	Rate per Unit	Quantity	Rate per Month
INTERCONNECTION REARRANGEMENT, Per Service Reconfigured	NRC	\$		\$
CABLE PULL AND SPLICE, Per Half Hour	NRC	\$		\$
INSTALLATION AND/OR MAINTENANCE, Per Half Hour	NRC	\$		\$
<i>Cross-connects are usually ordered after the collocation is set-up, therefore the actual quantity may not be known at the time this agreement is signed. The Licensee will pay the rates shown below for each cross-connect ordered during the term of this agreement.</i>				
DS0 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$	Total cross - connects ordered during term of this agreement.	Customer will pay the total charges which equal the quantity ordered times the rate listed.
100 DS0 ELECTRICAL CROSS- CONNECTS (via 100 feet of 100 pair cable, with 100-pin connecting block), Per <u>100</u> 2-Wire Connections	MRC	\$	Total cross- connects ordered during term of this agreement.	Customer will pay the total charges which equal the quantity ordered times the rate listed.
DS1 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$	Total cross- connects ordered during term of this agreement.	Customer will pay the total charges which equal the quantity ordered times the rate listed.
DS3 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$	Total cross- connects ordered during term of this agreement.	Customer will pay the total charges which equal the quantity ordered times the rate listed.
<sup>1</sup> "MRC" shall mean monthly recurring charge, "NRC" shall mean non-recurring charge.				

#### 22.2.2. Adjustments

All rates will be subject to adjustment at the end of the initial term under Part I, Section 9 above.

## EXHIBIT C PRICE LIST

Section C Florida, Indiana, Missouri, and Nevada					
Rate (3-year Contract)	NRC or MRC	Florida	Indiana	Missouri	Nevada
APPLICATION FEE, Per Application	NRC	\$3,548.35	\$3,522.13	\$3,263.08	\$3,654.75
COLLOCATION SPACE, Per Square Foot	MRC	\$6.19	\$3.73	\$5.10	\$5.82
DC POWER, Per Fuse Amp	MRC	\$11.41	\$11.99	\$11.19	\$11.56
DC POWER, Per Power Lead, Per Foot	NRC	\$25.66	\$26.66	\$24.90	\$25.66
SECURITY ENCLOSURE - 100 Per 100 Square Feet	NRC	\$9,473.59	N/A	N/A	N/A
SECURITY ENCLOSURE - 200 Per 200 Square Feet	NRC	\$13,263.53	N/A	N/A	N/A
SECURITY ENCLOSURE - FIXED, Per Enclosure	MRC	N/A	\$3,213.60	\$3,280.40	\$3,154.30
SECURITY ENCLOSURE - PER FOOT, Per Linear Foot	MRC	N/A	\$25.00	\$25.00	\$25.00
CONDUIT SPACE-PER FOOT, Per Linear Foot	MRC	\$0.37	\$0.34	\$0.41	\$0.37
CONDUIT SPACE-VAULT, Per Linear Foot	MRC	\$1.16	\$0.93	\$1.27	\$1.18
DS0 ELECTRICAL CROSS-CONNECT, Per Single 2-Wire Connection	MRC	\$0.94	\$1.19	\$0.85	\$0.96

**Section I: Florida, Indiana, Missouri, and Nevada.**

Rate Element, Unit of Measure	NRC or MRC <sup>1</sup>	Florida	Indiana	Missouri	Nevada
100 DS0 ELECTRICAL CROSS-CONNECTS (via 100 feet of 100 pair cable, with 100-pin connecting block), Per 100 2-Wire Connections	MRC	\$36.59	\$33.88	\$30.15	\$31.55
DS1 ELECTRICAL CROSS-CONNECT, Per Single 2-Wire Connection	MRC	\$2.93	\$3.84	\$2.72	\$2.99
DS3 ELECTRICAL CROSS-CONNECT, Per Single 2-Wire Connection	MRC	\$25.85	\$33.62	\$24.11	\$26.47
RISER SPACE, Per Foot	MRC	\$4.45	\$3.36	\$4.25	\$4.25
DIVERSE RISER SPACE, Per Foot	MRC	\$4.45	\$3.36	\$4.25	\$4.25
INTERCONNECTION REARRANGEMENT, Per Service Reconfigured	NRC	\$85.00	\$115.46	\$89.24	\$78.42
CABLE PULL AND SPLICE, Per Half Hour	NRC	See Labor Rates Below.			
INSTALLATION AND/OR MAINTENANCE, Per Half Hour	NRC	See Labor Rates Below.			
LABOR RATES - BASIC, 1 <sup>st</sup> Half Hour	NRC	\$44.12	\$40.00	\$40.00	\$50.00
LABOR RATES - BASIC, Each Additional Half Hour	NRC	\$17.91	\$25.00	\$30.00	\$35.00
LABOR RATES - OVERTIME, 1 <sup>st</sup> Half Hour	NRC	\$47.22	\$50.00	\$45.00	\$65.00

Section 15 - Public Utilities, Missouri and Nevada					
Item Name	NRC or MRC <sup>1</sup>	Monday	Tuesday	Wednesday	Thursday
LABOR RATES - OVERTIME, Each Additional Half Hour	NRC	\$21.01	\$35.00	\$35.00	\$50.00
LABOR RATES - PREMIUM, 1 <sup>st</sup> Half Hour	NRC	\$50.33	\$60.00	\$50.00	\$80.00
LABOR RATES - PREMIUM, Each Additional Half Hour	NRC	\$24.12	\$50.00	\$40.00	\$65.00
<sup>1</sup> "MRC" shall mean monthly recurring charge, "NRC" shall mean non-recurring charge.					

**Section II: Ohio and Pennsylvania.**

Rate Element, Unit of Measure	NRC or MRC <sup>1</sup>	Ohio	Pennsylvania
APPLICATION FEE, Per Application	NRC	\$3,464.53	\$3,627.55
COLLOCATION SPACE, Per Square Foot	MRC	\$3.46	\$4.19
DC POWER, Per Fuse Amp	MRC	\$12.02	\$11.80
DC POWER, Per Power Lead, Per Foot	NRC	\$26.75	\$25.53
SECURITY ENCLOSURE - 100 Per 100 Square Feet	NRC	N/A	N/A
SECURITY ENCLOSURE - 200 Per 200 Square Feet	NRC	N/A	N/A
SECURITY ENCLOSURE - FIXED, Per Enclosure	MRC	\$3,192.90	\$3,159.00
SECURITY ENCLOSURE - PER FOOT, Per Linear Foot	MRC	\$25.00	\$25.00
CONDUIT SPACE-PER FOOT, Per Linear Foot	MRC	\$0.33	\$0.35
CONDUIT SPACE-VAULT, Per Linear Foot	MRC	\$0.95	\$1.12
DS0 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$1.18	\$1.02
100 DS0 ELECTRICAL CROSS- CONNECTS (via 100 feet of 100 pair cable, with 100-pin connecting block), Per <u>100</u> 2-Wire Connections	MRC	\$30.99	\$30.17

Section 15.00 Electrical Work			
Quantity	Description	NRC or MRC	Unit
	DS1 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$3.75 \$3.19
	DS3 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$32.95 \$28.20
	RISER SPACE, Per Foot	MRC	\$3.14 \$3.54
	DIVERSE RISER SPACE, Per Foot	MRC	\$3.14 \$3.54
	INTERCONNECTION REARRANGEMENT, Per Service Reconfigured	NRC	\$99.56 \$81.92
	CABLE PULL AND SPLICE, Per Half Hour	NRC	See Labor Rates Below. See Labor Rates Below.
	INSTALLATION AND/OR MAINTENANCE, Per Half Hour	NRC	See Labor Rates Below. See Labor Rates Below.
	LABOR RATES - BASIC, 1 <sup>st</sup> Half Hour	NRC	\$40.00 \$39.30
	LABOR RATES - BASIC, Each Additional Half Hour	NRC	\$25.00 \$21.40
	LABOR RATES - OVERTIME, 1 <sup>st</sup> Half Hour	NRC	\$50.00 \$45.85
	LABOR RATES - OVERTIME, Each Additional Half Hour	NRC	\$35.00 \$26.90

Section 15 - Other Mutual Parties' Rates			
Rate Category	NRC or MRC	Other	Rem. or MRC
LABOR RATES - PREMIUM, 1 <sup>st</sup> Half Hour	NRC	\$60.00	\$49.50
LABOR RATES - PREMIUM, Each Additional Half Hour	NRC	\$50.00	\$30.90
<sup>1</sup> "MRC" shall mean monthly recurring charge, "NRC" shall mean non-recurring charge.			