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Tallahassee, Florida 32301-1556

Marshall M. Criser III
Regulatory Vice President

December 15, 2000

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

001798-TX

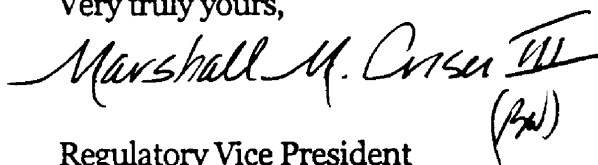
Re: Approval of the Stand Alone Interconnection and Unbundling Agreement for selective UNE's negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Sprint Communications Company L. P. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Sprint Communications Company L. P. are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection and unbundling of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to Sprint Communications Company L. P. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act. This stand alone agreement is for the provision of the High Frequency Spectrum UNE and 8xx Toll Free Dialing Ten Digit Screening Service.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Sprint Communications Company L. P. within 30 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER-DATE

16039 DEC 15 8

FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Sprint Communications Company and BellSouth Telecommunications, Inc., dated 11/07/2000, for the state of Florida consists of the following:

| ITEM | NO. PAGES |
|--------------|--------------|
| Agreement | 2 |
| Attachment 1 | 19 |
| Attachment 2 | 9 |
| Attachment 3 | 3 |
| TOTAL | 33 |

11/07/00

**Agreement Between
Sprint Communications Company L. P. and
BellSouth Telecommunications, Inc.
Florida**

This Agreement (the "Agreement") is made by and between Sprint Communications Company L.P. ("Sprint"), a Delaware Limited Partnership, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, hereinafter referred to collectively as the "Parties." This Agreement may refer to either BellSouth or Sprint or both as a "Party" or "Parties", and is made effective upon the date that it is signed by both Parties ("Effective Date") which is November 7, 2000.

WITNESSETH

WHEREAS, BellSouth is an incumbent local exchange carrier authorized to provide telecommunications service in its franchised territory in the state of Florida; and

WHEREAS, Sprint is a competitive local exchange carrier certificated to provide telecommunications service in the state of Florida; and

WHEREAS, BellSouth and Sprint have entered into good faith negotiations pursuant to the Act to renegotiate an interconnection agreement ("New Agreement") to replace the existing interconnection agreement between the Parties, which expired on June 30, 2000, ("Expired Agreement"); and

WHEREAS, until such time as the Parties execute the New Agreement, BellSouth and Sprint shall continue to operate under the rates, terms and conditions of the Expired Agreement; and

WHEREAS, BellSouth and Sprint are currently involved in an arbitration proceeding (the "Arbitration") before the Florida Public Service Commission (the "Commission") to resolve any and all disputes which arose during the course of the negotiations; and

WHEREAS, Sprint desires to obtain, and BellSouth desires to provide, access to the High Frequency Spectrum Network Element, Unbundled Loop Modification, and the BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service; and

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. This Agreement shall be subject to the General Terms and Conditions set forth in Attachment 1, incorporated herein by this reference.

2. BellSouth shall provide Sprint access to the High Frequency Spectrum Network Element and Unbundled Loop Modification (Line Conditioning) in Florida pursuant to the rates, terms and conditions set forth in Attachment 2, incorporated herein by this reference.

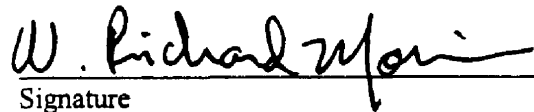
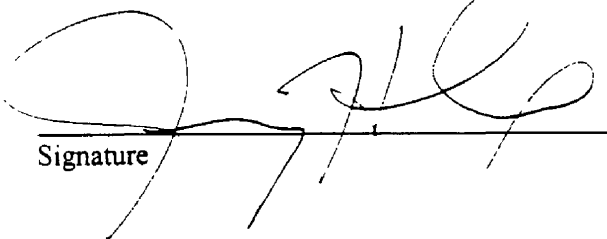
3. BellSouth shall provide Sprint access to BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service in Florida pursuant to the rates, terms and conditions set forth in Attachment 3, incorporated herein by this reference.

4. Ordering, provisioning, billing, collocation, maintenance and repair shall be pursuant to the Expired Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate on the day and year written below.

BellSouth Telecommunications, Inc.

Sprint Communications Company L.P.



Signature

Signature

Jerry Hendrix

W. Richard Morris

Name

Name

Senior Director

Vice President – External Affairs Local Markets

Title

Title

Date

11 / 7 / 00

Date

November 2, 2000

General Terms and Conditions

1. **Purpose**

This Agreement specifies the rights and obligations of the parties with respect to the purchase of the High Frequency Spectrum network element, Unbundled Loop Modification and BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service.

2. **Term of the Agreement**

2.1 This Agreement shall remain in effect for one year or until such time as the Parties execute the New Agreement, whichever occurs first.

2.2 In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the Defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined as:

- a. Either Party's material breach of any of the terms or conditions hereof;
or
- b. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

3. **Parity**

3.1 The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Sprint shall be at least equal in quality to that which BellSouth provides to itself or such access as would offer an efficient carrier a meaningful opportunity to compete.

4. **Bona Fide Request/New Business Request Process for Further Unbundling**

4.1 Any request by Sprint for access to a network element, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following. For those products and services that have been made available to other CLECs, such services shall be made available to Sprint on the same rates, terms and conditions through an amendment to this agreement.

4.2 A Bona Fide Request shall be submitted in writing by Sprint and shall specifically identify the required service date, technical requirements, space requirements

and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include Sprint's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

- 4.3 Although not expected to do so, Sprint may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.
- 4.4 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 4.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to Sprint a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet Sprint's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Sprint's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with Sprint's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If BellSouth does not agree with Sprint's designation, it may utilize the procedures set forth in Section 11 of the General Terms and Conditions of this Agreement. In no event, however, shall any such dispute delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide Sprint with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Request, BellSouth will inform Sprint as soon as practicable. Sprint and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 4.6 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide Sprint with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.
- 4.7 Unless Sprint agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint.
- 4.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, Sprint will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint

deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to Section 11 of the General Terms and Conditions of this Agreement.

5. Court Ordered Requests for Call Detail Records and Other Subscriber Information

To the extent technically feasible, BellSouth maintains call detail records for Sprint end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for Sprint end users for the same length of time it maintains such information for its own end users.

- 5.1 Sprint agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Sprint end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 5.2 Sprint agrees that in cases where Sprint receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Sprint end users, Sprint will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 5.3 In cases where the timing of the response to the law enforcement agency prohibits Sprint from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, Sprint will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to Sprint and bill Sprint for the information. Sprint agrees to reimburse BellSouth for the call detail information provided.
- 5.4 Sprint will provide Sprint end user and/or other customer information that is available to Sprint in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for Sprint end user and/or other customer information to Sprint for the purpose of providing this information to the law enforcement agency.

6. Liability and Indemnification

- 6.1 Liabilities of BellSouth. Unless expressly stated otherwise in this Agreement, the liability of BellSouth to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.
- 6.2 Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to BellSouth resulting from any and all causes shall not exceed the amounts owing BellSouth under the agreement in total.
- 6.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.
- 6.4 No Consequential Damages. Neither Sprint nor BellSouth shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, "Consequential Damages")), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit BellSouth's or Sprint's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by BellSouth's or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties' indemnification obligations as specified herein.
- 6.5 Obligation to Indemnify and Defend. Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this

Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the Services and Elements provided under this Agreement.

- 6.6 Defense; Notice; Cooperation. Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 6, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

7. **Intellectual Property Rights and Indemnification**

- 7.1 **No License.** No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless Otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo,

trademark, service mark, name, language, pictures, or 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 paragraph 7.1 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.

7.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

7.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 of this Agreement.

7.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense:

(a) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

(b) obtain a license sufficient to allow such use to continue.

In the event (a) or (b) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

7.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

7.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

8. Treatment of Proprietary and Confidential Information

8.1 Proprietary and Confidential Information: Defined. It may be necessary for BellSouth and Sprint, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information), including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Discloser's Confidential Information"). All Discloser's Confidential Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and proprietary notice. Discloser's Confidential Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure.

8.2 Use and Protection of Disclosers Confidential Information. Recipient shall use the Discloser's Confidential Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect Discloser's Confidential Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Discloser's Confidential Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Discloser's Confidential Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Discloser's Confidential Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Discloser's Confidential Information; and (c) have personally acknowledged the need to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their

employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.

- 8.3 Ownership, Copying and Return of Discloser's Confidential Information. Discloser's Confidential Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Discloser's Confidential Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Discloser's Confidential Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Discloser's Confidential Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Discloser's Confidential Information has been returned or destroyed.
- 8.4 Exceptions. Discloser's Confidential Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by Discloser, without an obligation to keep it confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Discloser's Confidential Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Discloser's Confidential Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 8.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
- 8.6 Survival of Confidentiality Obligations. The parties' obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Discloser's Confidential Information exchanged during the term of this Agreement but in no

event longer than 3 years from receipt of such information. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Discloser's Confidential Information that is a trade secret under applicable law.

- 8.7 Except as otherwise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.
- 8.8 BellSouth shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint's customers.
- 8.9 Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from BellSouth for purposes of soliciting or winning back BellSouth's customers.

9. Publicity

- 9.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

10. Assignments

Sprint may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of BellSouth, provided that Sprint may assign or transfer this Agreement with notice, but without the prior written consent of BellSouth, to any entity that is certified as a Competitive Local Exchange Carrier by the relevant state regulatory Commission or is otherwise authorized by the Commission to provide local exchange services.

BellSouth may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of Sprint, provided that BellSouth may assign or transfer this Agreement with notice, but without the prior written consent of Sprint, to any entity provided such entity, is and shall be, for the remainder of the term of this Agreement, a successor or assign of BellSouth pursuant to § 251 (h) (1) of the Act, subject to all of the same §§ 251 and 252 obligations as BellSouth.

If during the Term of this Agreement, BellSouth sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, BellSouth shall provide Sprint not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Sprint acknowledges that BellSouth shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that Sprint must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

11. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. Either Party may 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. The other Party will not object to such expedited resolution of a 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. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking other legal remedies.

12. Taxes

12.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed on, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

12.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

12.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

- 12.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 12.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the

providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee

- 12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.4 Taxes and Fees Imposed on Seller But Passed On To Purchasing Party.
- 12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.
- 12.4.4 If, after consultation in accordance with the preceding Section, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the procedures in Section 11 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the

purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

- 12.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.9 **Mutual Cooperation.** In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.
13. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire flood, earthquake or like acts of God, wars, revolution, riots, insurrections,, explosion, terrorists acts, nuclear accidents, power blackouts, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

14. Year 2000 Compliance

Each party agrees, if requested by the other party, to provide written evidence to demonstrate the implementation of its Year 2000 Compliance program, including any applicable target compliance dates.

15. Most Favored Nations (MFN)

15.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Sprint any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

16. Modification of Agreement

16.1 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective unless it is made in writing and duly signed by the Parties.

16.2 If Sprint changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Sprint to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

- 16.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 16.4 Upon the effective date of any legislative, regulatory, judicial or other legal action that materially affects any material terms of this Agreement, or the ability of Sprint or BellSouth to perform any material terms of this Agreement, Sprint or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. 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 of the order by the court, Commission or FCC, whether such action was commenced before or after the effective date of this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.
- 16.5 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.
- 16.6 To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.
- 16.8 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

17. **Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter

to insist upon the specific performance of any and all of the provisions of this Agreement.

18. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

19. Remedies

19.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.

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

20. Branding

20.1 In all cases of operator and directory assistance services Sprint provides using services provided by BellSouth under this Agreement, BellSouth shall, where technically feasible, at Sprint's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as Sprint services, or otherwise as Sprint may specify, or be provided with no brand at all, as Sprint shall determine. If BellSouth cannot provide such branding of Operator Services and Directory Assistance, BellSouth should unbrand for all, including itself.

20.2 Sprint shall provide the exclusive interface to Sprint subscribers, except as Sprint shall otherwise specify. In those instances where Sprint requests BellSouth personnel to interface with Sprint subscribers, such BellSouth personnel shall inform Sprint subscribers that they are representing Sprint, or such brand as Sprint may specify and shall not identify themselves as representing BellSouth.

20.3 The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services. All forms, business cards or other business materials furnished by BellSouth to Sprint customers shall be made available for Sprint's review. In no event shall BellSouth, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service customers about BellSouth products or services. For installation and repair services, BellSouth shall utilize generic leave

behind material for Sprint customers that bears no corporate name, logo, trademark or trade name.

20.4 In no event shall BellSouth provide information to Sprint's subscribers about Sprint's products or services during installation, maintenance or repair visits.

20.5 BellSouth shall train its employees to meet its branding obligations and to provide service on a non-discriminatory basis.

21. Relationship of Parties

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

22. No Third Party Beneficiaries

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

23. Survival

Any provision of this Agreement or its Attachments, that by its nature should survive the expiration or termination of this Agreement, shall so survive.

24. Notices

24.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

- General Attorney – Commercial Group
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Sprint Communications Company L.P.

W. Richard Morris
V. P. Local Markets
7301 College Blvd
Mailstop KSOPKV0214
Overland Park, KS 66210

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 24.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 24.3 Changes in Retail Service
- 24.3.1 BellSouth shall use its interconnection web site to notify Sprint of any network changes within at least six (6) months before such changes are proposed to be come effective and within twelve months for any technological changes. If such operational or technological changes occur within the six or twelve month notification period, BellSouth will notify Sprint of the changes concurrent with BellSouth's internal notification process for such changes.
- 24.4 BellSouth shall not discontinue anyNetwork Element provided or required hereunder without providing Sprint forty-five (45) days' prior written notice of such discontinuation of such service, element or arrangement. BellSouth agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, BellSouth will provide substitute services and elements.
- 24.5 BellSouth shall provide notice of network changes and upgrades in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

25. **Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

26. **Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

27. **Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

28. **Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. BellSouth and Sprint shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith make such revisions as may reasonably be required to achieve approval. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Sprint shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Sprint.

29. **Entire Agreement**

This Agreement and its Attachments, incorporated herein by reference, sets forth the entire Agreement and supersedes prior agreements between the Parties relating to the subject matter contained herein. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is subsequently set forth in writing and duly signed by the Parties.

High Frequency Spectrum Network Element
and
Unbundled Loop Modification

- 1 General
- 1.1 BellSouth shall provide Sprint access to the high frequency portion of the local loop as an unbundled network element (“High Frequency Spectrum”) and Unbundled Loop Modification at the rates set forth in Section 6 of this Attachment 2. BellSouth shall provide Sprint with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.
- 1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Sprint the ability to provide Digital Subscriber Line (“xDSL”) data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, Asymmetrical Digital Subscriber Line (“ADSL”), Rate Adaptive Digital Subscriber Line (“RADSL”), and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Sprint shall only use xDSL technology that is within the Power Spectral Density (“PSD”) mask parameters set forth in T1.413 or other applicable industry standards. Sprint shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.
- 1.3 The following loop requirements are necessary for Sprint to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, Digital Added Main Lines (“DAMLs”), or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called “conditioning.” BellSouth will provide Sprint access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 5 of this Attachment 2. BellSouth shall bill and Sprint shall pay the rates for such services, as described in Section 6 of this Attachment 2.
- 1.3.1 The interim costs for conditioning are subject to true up as provided in Section 6 of this Attachment 2. BellSouth will condition loops to enable

Sprint to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. If Sprint requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Sprint shall pay for the loop to be restored to its original state.

- 1.4 Sprint's termination point is the point of termination for Sprint on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect Sprint's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to Sprint's xDSL equipment in Sprint's collocation space.
- 1.5 Sprint shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.
- 2 Provisioning of High Frequency Spectrum and Splitter Space
 - 2.1 BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:
 - 2.1.1 BellSouth will install splitters within forty-two (42) calendar days of Sprint's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.
 - 2.1.2 Once a splitter is installed on behalf of Sprint in a central office, Sprint shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
 - 2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Sprint access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Sprint with a carrier notification letter at least 30 days before such change and shall work collaboratively with Sprint to select a mutually agreeable brand of splitter for use by BellSouth. Sprint shall thereafter purchase ports on the splitter as set forth more fully below.

- 2.1.4 BellSouth will install the splitter in (i) a common area close to the Sprint collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Sprint DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Sprint DS0 at such time that a Sprint end user's service is established.
- 2.1.5 Sprint Owned Splitters
 - 2.1.5.1 Upon completion of the conditions set forth below, BellSouth (i) shall provide Sprint with the option of purchasing, installing and maintaining central office POTS splitters in its collocation arrangements, and (ii) shall enable Sprint to obtain access to, and provide digital subscriber line services to Sprint's customers via High Frequency Spectrum Network Elements that utilize such splitters.
 - 2.1.5.2 Consistent with this splitter option, the Parties agree to meet collaboratively as often as necessary to resolve the following operational issues within 60 days of execution of this agreement:
 - 2.1.5.2.1 Maintenance & Repair procedures must be established for locating and resolving voice troubles found to be in Sprint's equipment or wiring.
 - 2.1.5.2.2 Procedures will be developed for BellSouth's testing of voice circuits that enter Sprint's collocation arrangement.
 - 2.1.5.2.3 COSMOS must be modified to be able to accept two Cable Facility Assignment ("CFA") pair assignments from Sprint when Sprint orders High Frequency Spectrum. In order for this modification of COSMOS to be completed as quickly as possible, the Parties agree as follows:
 - 2.1.5.2.3.1 Sprint shall identify for BellSouth the cable pairs in specific central offices that Sprint intends to use for line sharing; and
 - 2.1.5.2.3.2 BellSouth agrees to complete modifications to COSMOS for these cable pairs within 45 days.
 - 2.1.5.2.3.3 If it is not technically feasible for BellSouth to complete these modifications within 45 days, BellSouth will use its best efforts to develop a work-around solution that will enable Sprint to provide its services using High Frequency Spectrum and Rhythms' splitters within 60 days. In the event such a work-around must be developed, BellSouth agrees to work collaboratively with Sprint to develop said work-around and the Parties shall use their best efforts to develop a work-around that enables BellSouth to access records for maintenance and repair purposes.

- 2.1.5.3 In the event Sprint desires to place a splitter in its physical collocation space, and such placement does not require additional cabling, cable racking, or space, BellSouth will not require an application to modify existing collocation space pursuant to Attachment 3 of the Expired Agreement. A splitter, for purposes of this Agreement, is a passive device requiring no power and emitting no heat. Sprint shall provide BellSouth ten (10) calendar days advance written notice of its intent to place a splitter in its collocation space. Such notice shall include the following: (1) the date Sprint anticipates commencing the work; and (2) the estimated date of completion. Prior to installation of the splitter, Sprint or its certified vendor will provide a Method of Procedure for each affected collocation space. In the event the equipment installed by Sprint does not comply with Section 2.1.5.4 below, or with applicable provisions of Attachment 3 of the Expired Agreement, BellSouth, upon delivery of written notice to Sprint, may require Sprint to remedy such non-compliance. Such remedy may include removal of the equipment installed if such removal is necessary to comply with Attachment 3 of the Expired Agreement. BellSouth shall permit Sprint a reasonable amount of time to remedy such noncompliance unless such noncompliance is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person.
- 2.1.5.4 Any splitters installed by Sprint in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit Sprint to install any splitters in its collocation arrangement that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 2.1.6 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Sprint desires to continue providing xDSL service on such loop, Sprint shall be required to purchase the full stand-alone loop unbundled network element. However, if the end user terminates service with BellSouth because it is changing voice service to a voice providing CLEC, Sprint shall only be permitted to continue to use the loop if there is another loop physically available to the voice providing CLEC. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Sprint desires to continue providing xDSL service on such loop, Sprint shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Sprint notice in a reasonable time prior to disconnect, which notice shall give Sprint an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service

to the end user and Sprint purchases the full stand-alone loop, Sprint may elect the type of loop it will purchase. Sprint will pay the appropriate recurring and non-recurring rates for such loop as set for in its Expired Agreement. In the event Sprint purchases a voice grade loop, Sprint acknowledges that such loop may not remain xDSL compatible.

- 2.1.7 Sprint and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Sprint agree that Sprint is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Sprint with access to feeder subloops at UNE prices. BellSouth and Sprint will work together to establish methods and procedures for providing Sprint access to the High Frequency Spectrum over fiber fed digital loop carriers.
- 3 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop
 - 3.1 To order High Frequency Spectrum on a particular loop, Sprint must have a Digital Subscriber Line Access Multiplexer (“DSLAM”) collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Sprint to create a concurrent process that allows Sprint to order splitters in central offices where Sprint is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Sprint’s collocation provisioning interval. While that process is being developed, Sprint may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install these splitters within the interval provided in Section 2.1.1.
 - 3.2 For splitters owned by BellSouth, BellSouth will devise a splitter order form that allows Sprint to order splitter ports in increments of 24 or 96 ports.
 - 3.2.1 BellSouth will provide Sprint the Local Service Request (“LSR”) format to be used when ordering the High Frequency Spectrum.
 - 3.3 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: BellSouth will return a Firm Order Confirmation (“FOC”) in no more than two (2) business days after receipt of a valid, error free LSR. Once BellSouth implements electronic OSS for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time or, for orders that do not flow through, in forty-eight (48) hours. BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:
 - 3.3.1 For 1-5 lines at the same address within three (3) business days from the receipt of Sprint’s FOC; 6-10 lines at same address within 5 business days

from the receipt of Sprint's FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and Sprint will re-evaluate these intervals.

- 3.4 Sprint will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify lines and order the High Frequency Spectrum. Sprint and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to Sprint, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum. In the event that BellSouth does not deliver, or knows that it will be unable to deliver, the High Frequency Spectrum to Sprint on the due date, BellSouth will provide jeopardy notices to Sprint in a timely manner according to processes and procedures to be worked out between BellSouth, Sprint and other CLECs collaboratively.

4 Maintenance and Repair

- 4.1 Sprint shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Sprint may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Sprint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 4.3 Sprint shall inform its end users to direct data problems to Sprint, unless both data and voice services are impaired, in which event, the end users should call BellSouth.
- 4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble will notify the end user that the trouble is on the other Party's portion of the loop.
- 4.5 In the event Sprint's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Sprint and allow twenty-four (24) hours to cure the trouble. If Sprint fails to resolve the trouble, BellSouth may discontinue Sprint's access to the High Frequency Spectrum on such loop.

5. Unbundled Loop Modification

- 5.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Sprint, whether or not BellSouth offers advanced services to the End User on that loop.
- 5.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridge taps, low pass filters, and range extenders.
- 5.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops less than 18kft, 2) removal of equipment of loops longer than (18kft), 3) removal of bridged-taps on loops of any length.
- 5.4 BellSouth shall recover the cost of line conditioning requested by Sprint through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e). Such rates are set forth in Section 6.1.2 following.

6 Pricing

6.1 BellSouth and Sprint agree to the interim rates shown in Section 6.1.1 and 6.1.2 following for the High Frequency Spectrum and Unbundled Loop Modification, respectively. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no trueup will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, Unbundled Loop Modification or Preordering Loop Makeup BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Sprint's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

6.1.1 High Frequency Spectrum

| | | |
|--|-------------|-----------------|
| | <u>USOC</u> | <u>FL Rates</u> |
|--|-------------|-----------------|

| | | |
|--|-------|----------|
| System Splitter - 96 Line Capacity | | |
| RC - Per month | ULSDA | \$100.00 |
| NRC - 1st | ULSDA | \$150.00 |
| NRC - Addl | ULSDA | \$0.00 |
| NRC - Disconnect | ULSDA | \$150.00 |
| System Splitter - 24 Line Capacity | | |
| RC - Per month | ULSDB | \$25.00 |
| NRC - 1st | ULSDB | \$150.00 |
| NRC - Addl | ULSDB | \$0.00 |
| NRC - Disconnect | ULSDB | \$150.00 |
| Loop Capacity, Line Activation Per Occurrence | | |
| RC - Per Month | ULSDC | \$6.00 |
| NRC - 1st | ULSDC | \$40.00 |
| NRC - Addl | ULSDC | \$22.00 |
| Subsequent Activity - Per Occurrence | | |
| NRC - 1st | ULSDS | \$30.00 |
| NRC - Addl | ULSDS | \$15.00 |
| | | |
| NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | \$47.00 |
| NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | \$21.00 |
| NRC - Incremental Charge - Manual Service Order - Disconnect - 1st | SOMAN | \$17.77 |
| NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l | SOMAN | \$17.77 |
| NRC - Electronic Svc Order, per LSR | SOMEK | \$3.50 |
| NRC - Electronic Svc Order, per LSR disconnect | SOMEK | NA |

6.1.2 Unbundled Loop Modification

| | <u>USOC</u> | <u>FL Rate</u> |
|---|-------------|----------------|
| NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft | ULM2L | \$80.55 |
| NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - 1st | ULM2G | \$880.00 |
| NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft -Add'l | ULM2G | \$27.30 |
| NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft | ULM4G | TBN |
| NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - 1st | ULM4L | TBN |

| | | |
|--|-------|----------|
| NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft -Add'l | ULM4L | TBN |
| NRC - Bridge Tap Removal per pair unloaded | ULMBT | \$121.14 |

6.2

BellSouth and Sprint enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Sprint may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Sprint may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Sprint might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Sprint with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

**BellSouth SWA 8XX Toll Free Dialing
Ten Digit Screening Service**

- 1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database
- 1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Sprint. BellSouth shall provide 8XX TFD in accordance with the following:
 - 1.2 **Technical Requirements**
 - 1.2.1 BellSouth shall provide Sprint with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.
 - 1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Sprint.
 - 1.2.3 The SCP shall also provide, at Sprint's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
 - 1.2.3.1 Network Management;
 - 1.2.3.2 Customer Sample Collection; and
 - 1.2.3.3 Service Maintenance.

2

Rates

The prices that Sprint shall pay to BellSouth for access to the BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service are as follows:

| SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1) | | <u>USOC</u> | <u>FL Rates</u> |
|---|--|-------------|-----------------|
| | 8XX Access Ten Digit Screening (all types), per call (Note 2) | N/A | \$0.0006531 |
| | 8XX Access Ten Digit Screening Svc. W/8XX No. Delivery | | |
| | per query | N/A | NA |
| | for 8XX Numbers, with Optional Complex Features, per query | N/A | NA |
| | 8XX Access Ten Digit Screening Svc. W/POTS No. Delivery | | |
| | per query | N/A | NA |
| | with Optional Complex Features, per query | N/A | NA |
| | 8XX Access Ten Digit Screening Svc. W/800 No. Delivery | | |
| | per message | N/A | NA |
| | for 8XX Numbers, w/Optional Complex Features, per message | N/A | NA |
| | 8XX Access Ten Digit Screening Svc. W/POTS No. Delivery | | |
| | per message | N/A | NA |
| | with Optional Complex Features, per message | N/A | NA |
| | Reservation Charge per 8XX number reserved | | |
| | NRC - 1st | N8R1X | NA |
| | NRC - Add'l | N8R1X | NA |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | NA |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | NA |
| | Per 8XX # Established w/o POTS (w/8XX No.) Translations | | |
| | NRC - 1st | N/A | NA |
| | NRC - Add'l | N/A | NA |
| | NRC - Disconnect Charge - 1st | N/A | NA |
| | NRC - Disconnect Charge - Add'l | N/A | NA |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | NA |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | NA |
| | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | NA |
| | Per 8XX # Established with POTS Translations | | |
| | NRC - 1st | N8FTX | NA |
| | NRC - Add'l | N8FTX | NA |
| | NRC - Disconnect Charge - 1st | N8FTX | NA |
| | NRC - Disconnect Charge - Add'l | N8FTX | NA |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | NA |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | NA |

| | | | | |
|--|--|--|-------|----|
| | | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | NA |
| Customized Area of Service per 8XX Number | | | | |
| | | NRC - 1st | N8FCX | NA |
| | | NRC - Add'l | N8FCX | NA |
| | | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | NA |
| | | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | NA |
| Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX # | | | | |
| | | NRC - 1st | N8FMX | NA |
| | | NRC - Add'l | N8FMX | NA |
| | | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | NA |
| | | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | NA |
| Change Charge per request | | | | |
| | | NRC - 1st | N8FAX | NA |
| | | NRC - Add'l | N8FAX | NA |
| | | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | NA |
| | | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | NA |
| Call Handling and Destination Features | | | | |
| | | NRC - 1st | N8FDX | NA |
| | | NRC - Add'l | N8FDX | NA |

| | |
|---|--|
| 1 | BellSouth and Sprint shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL) |
| 2 | This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features. |