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RECORDS AND
REPORTING

March 20, 2000

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

010344-TP

Re: Approval of Interconnection, Unbundling and Resale Agreement
and Collocation License Agreement

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and five copies of the Interconnection, Unbundling and Resale Agreement and the Collocation License Agreement between Sprint-Florida, Inc. and Time Warner Telecom of Florida, L.P. This agreement replaces any previous interconnection agreements between Sprint-Florida, Inc and Time Warner Telecom of Florida, L.P. If you have any questions on this matter, please contact my assistant Teresa Harless at 850-599-1563.

Sincerely,

Susan S. Masterton

enclosures

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DOCUMENT NUMBER: DATE

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FPSC-RECORDS & REPORTING



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

January 15, 2001

Time Warner Telecom of Florida, L.P.

and

Sprint – Florida, Incorporated

DOCUMENT NUMBER-DATE

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FDSC-REPORTS/REPORTING

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered this 15th day of January 15, 2001, by and between Time Warner Telecom of Florida, L.P. ("TWTC"), and Sprint – Florida, Incorporated ("Sprint"), to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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

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

WHEREAS, TWTC 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, TWTC and Sprint hereby agree as follows:

PART A -- DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Section shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Site Administrator" is a person assigned by TWTC 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 TWTC 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 that defines the industry standard for message recording.

- 1.10. "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.
- 1.11. "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.
- 1.12. "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.
- 1.13. "ALI Gateway" is a telephone company computer facility that interfaces with TWTC's 911 administrative site to receive Automatic Location Identification data from TWTC.
- 1.14. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.15. "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.
- 1.16. "ATU – C" refers to an ADSL Transmission Unit – Central Office.
- 1.17. "ATU – R" refers to an ADSL Transmission Unit – Remote.
- 1.18. "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.
- 1.19. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays as referenced in the Joint Operations Plan (JOP).
- 1.20. "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.

- 1.21. "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.
- 1.22. "Calling Party Number (CPN)" is CCS parameter which refers to the number transmitted through the network identifying the calling Party.
- 1.23. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.23.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.23.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.23.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.24. "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.
- 1.25. "Charge Number" is a CCS parameter that refers to the number transmitted through the network identifying the billing number of the calling Party.
- 1.26. "CLASS/LASS" (Telecordia 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.
- 1.27. "TWTC 911 Database Records" are the TWTC subscriber records to be provided by TWTC 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 TWTC end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.
- 1.30. "Confidential and/or Proprietary Information" has the meaning set forth in Section 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 TWTC 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.
- 1.41. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.42. "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.
- 1.43. "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.
- 1.44. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.45. "Electronic Interfaces" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

- 1.46. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.47. "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.
- 1.48. "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. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.50. "Enhanced Directory Assistance" refers to directory Assistance services, including but not limited to reverse search, talking yellow pages, and locator services.
- 1.51. "Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which:
 - 1.51.1. 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
 - 1.51.2. 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.
- 1.52. "Expanded Interconnection Service (EIS)" is the collocation arrangement which Sprint provides in its designated wire centers.
- 1.53. "FCC" means the Federal Communications Commission.
- 1.54. "Grandfathered Service" means service that 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.
- 1.55. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.56. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.

- 1.57. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office.
- 1.58. "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.
- 1.59. "Local Loop" refers to a transmission path between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the Network Interface Device at a customer's premises, to which TWTC is granted exclusive use. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DS1-level signals.
- 1.60. "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.
- 1.61. "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.
- 1.62. "Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic), as traffic that originates and terminates in the local calling area as defined in Sprint's tariff.
- 1.63. "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.
- 1.64. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

- 1.65. “North American Numbering Plan” (“NANP”) means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.66. “National Emergency Number Association (NENA)” is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.67. “Network Element” as defined in the Act.
- 1.68. “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.
- 1.69. “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.
- 1.70. “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)
- 1.71. “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.
- 1.72. “Operator Services” provides for:
 - 1.72.1. operator handling for call completion (e.g., collect calls);
 - 1.72.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.72.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.73. “Parity” means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to TWTC, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains

such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to TWTC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

- 1.74. "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.
- 1.75. "Parties" means, jointly, Sprint – Florida, Incorporated and Time Warner Telecom of Florida, L.P., and no other entity, affiliate, subsidiary or assign.
- 1.76. "Party" means either Sprint – Florida, Incorporated or Time Warner Telecom of Florida, L.P., and no other entity, affiliate, subsidiary or assign.
- 1.77. "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.
- 1.78. "Point Of Interconnection (POI)" is a mutually agreed upon point of demarcation where the networks of Sprint and TWTC interconnect for the exchange of traffic.
- 1.79. "Point of Presence (POP)" means an IXC's point of presence.
- 1.80. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.81. "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.
- 1.82. "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 TWTC 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 TWTC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center.
- 1.83. "Rate Center Point" must be located within the Rate Center area.

- 1.84. "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.
- 1.85. "Rebranding" occurs when TWTC purchases a wholesale service from Sprint when TWTC's brand is substituted for the Sprint brand.
- 1.86. "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.
- 1.87. "Routing Point" means a location which Sprint or TWTC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or TWTC 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 (CLLD) 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.
- 1.88. "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.
- 1.89. "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.
- 1.90. "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.
- 1.91. "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.
- 1.92. "Switch" means a Central Office Switch as defined in this Part A.

- 1.93. "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMI owned by ATIS and maintained by OBF.
- 1.94. "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.
- 1.95. "Synchronous Optical Network (SONET)" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.96. "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.
- 1.97. "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.
- 1.98. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.99. "Telecommunications" is as defined in the Act.
- 1.100. "Telecommunications Carrier" is as defined in the Act.
- 1.101. "Telecommunication Services" is as defined in the Act.
- 1.102. "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.
- 1.103. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or TWTC, that originated on one Party's network, transited through the other Party's network, and terminated to a third Party Telecommunications Carrier's network.
- 1.104. "Transit Traffic" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third Party Telecommunications Carrier's network.
- 1.105. "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.

- 1.106. “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.
- 1.107. “Wholesale Service” means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.
- 1.108. “Wire Center” denotes a building or space within a building which serves as an aggregation point on a given carrier’s network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- 1.109. “xDSL” refers to a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, HDSL/HDSL2, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

- 2.1. This Agreement, including Parts A, B, and Attachments I through VIII, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The attachments set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

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

- 2.2. Sprint may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder after providing TWTC reasonable notice as required by law, only if the discontinuance is permitted under the Act or other applicable state or federal law. Sprint agrees to cooperate with TWTC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 2.3. 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.

3. REGULATORY APPROVALS

- 3.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within fifteen (15) days after obtaining the last required Agreement signature. Sprint and TWTC 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.

- 3.2. 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 court, FCC or the Commission makes a generic determination that is generally applicable to the extent that TWTC had notice and the right to participate in such proceeding (regardless of whether TWTC actually participates) 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. If the Parties are unable to agree upon the applicability of such Amended Rule or the resulting appropriate modification to this Agreement, either Party may submit the unresolved issues to Dispute Resolution.
- 3.3. 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, if such Amended Rules are effective 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.

4. TERM AND TERMINATION

- 4.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if TWTC has any outstanding past due undisputed payment obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties.
- 4.2. Except as provided herein, Sprint and TWTC agree to provide service to each other on the terms of this Agreement for a period of 2 years from the Effective Date.
- 4.3. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may upon petition to and approval of the Commission

immediately terminate this Agreement in whole or in part, with the approval of the Commission, if the non-defaulting Party has so advised the defaulting Party in writing of the event of the alleged default and the defaulting Party does not cure the alleged default within sixty (60) days after written notice thereof. Such petition shall not be filed with the Commission until the nondefaulting Party has advised the defaulting Party.

- 4.4. 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.
- 4.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint will assign the portions of this Agreement for those exchanges/markets where Time-Warner is actually interconnecting and providing Telecommunications Services. Sprint may terminate this Agreement in whole in part as to that particular exchange or group of exchanges upon sixty(60) days prior written notice, but in any event, Sprint shall make reasonable efforts to assist Licensee in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.

5. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

- 5.1. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

5.1.1.

6. CHARGES AND PAYMENT

- 6.1. 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 §§ 3.2 and 3.2 hereof. The billing and payment procedures for charges incurred by the Parties hereunder are set forth in Attachment VIII.

- 6.2. In addition to any other applicable charges under this Section 6 and Attachment I, if TWTC purchases unbundled Local Switching elements, TWTC 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 as outlined by the state or federal commission.
- 6.3. 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 § 6.5. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 6.4. 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 60 days after the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice. If the dispute is resolved against a non-paying Party, late fees may be assessed from the original due date.
- 6.5. Either Party will assess late payment charges to either Party 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.

7. AUDITS AND EXAMINATIONS

- 7.1. 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.
- 7.2. Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit 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 define upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support,

including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

- 7.3. Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this § 7.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.
- 7.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with § 6.5 above.
- 7.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 7.6. This Section 7 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 8.2. 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.

9. LIMITATION OF LIABILITY

- 9.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligations under Section 10, including without limitation Section 10.8 regarding applicable tariff restrictions to indemnify, defend, and hold the other Party harmless against amounts payable to third Parties. Notwithstanding the foregoing, in no event shall Sprint's liability to TWTC for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected, except as otherwise required by applicable law, FCC order or PUC rule or decision specifically applicable to ILEC performance of interconnection agreements.

10. INDEMNIFICATION

- 10.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third Parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 10.2. TWTC shall indemnify and hold harmless Sprint from all claims by TWTC's subscribers.
- 10.3. Sprint shall indemnify and hold harmless TWTC from all claims by Sprint's subscribers.
- 10.4. The indemnifying Party under this Section agrees to defend any suit brought by a Third Party against the other indemnified Party either individually or jointly with the indemnifying Party for any such loss, injury, liability, claim or demand.
- 10.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 10.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to

promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 10.7. When the lines or services of other companies and TWTCs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 10.8. Consequential Damages (as defined in Section 9 above). 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 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 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 Consequential Damages (as defined in Section 9 above).

11. BRANDING

- 11.1. When TWTC purchases resale services from Sprint, TWTC shall provide the exclusive interface to TWTC subscribers, except as TWTC shall otherwise specify for the reporting of trouble or other matters identified by TWTC for which Sprint may directly communicate with TWTC subscribers. In those instances where TWTC requests that Sprint personnel interface with TWTC subscribers, such Sprint personnel shall inform the TWTC subscribers that they are representing TWTC, or such brand as TWTC may specify.
- 11.2. Other business materials furnished by Sprint to TWTC subscribers shall bear no corporate name, logo, trademark or tradename.
- 11.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 11.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with TWTC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 11.5. This Section 11 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

12. REMEDIES

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

13. CONFIDENTIALITY AND PUBLICITY

- 13.1. All information which is disclosed by one Party (“Disclosing Party”) to the other (“Recipient”) in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC (“Confidential and/or Proprietary Information”).
- 13.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall
 - 13.2.1. use it only for the purpose of performing under this Agreement,
 - 13.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
 - 13.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 13.3. Recipient shall have no obligation to safeguard Confidential Information
 - 13.3.1. which was in the Recipient’s possession free of restriction prior to its receipt from Disclosing Party,
 - 13.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 13.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 13.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party’s Confidential Information had not been previously disclosed.
- 13.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and

provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

- 13.5. Each Party agrees that in the event of a breach of this Section 12 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 13.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This § 12.5 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.
- 13.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 13.8. Except as otherwise expressly provided in this Section 12, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

14. ASSIGNMENT

- 14.1. The assignee of either Party to all or any portion of this Agreement shall be entitled to any rights and privileges and shall assume any and all obligations and duties created pursuant to the provisions of this Agreement as a successor in interest. Neither Party shall assign all or any Portion of its interest in this Agreement without first obtaining the other Party's written consent, which shall not be unreasonably withheld or delayed. However, that the prohibition set forth above shall not apply, and any party shall be entitled to assign or delegate any or all of its rights and obligations to an affiliate upon written notice to the other Party. The term Affiliate includes: a) controlled affiliates, meaning any entity in which the Party or its wholly-owned affiliates has practical management control over the entity by virtue of majority stock ownership or an equivalent ownership

interest , b) uncontrolled Party affiliates, meaning any entity in which the Party directly or indirectly holds an equity or similar interest of 10% or greater, but the interest does not give practical management control, or c) remote affiliates, meaning parent entities of joint ventures of which a Party or its affiliates are a member.

14.2. Except as provided in §14.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

15. GOVERNING LAW

15.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Florida, without regard to its conflicts of laws principles, shall govern.

16. RELATIONSHIP OF PARTIES

16.1. 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.

17. NO THIRD PARTY BENEFICIARIES

17.1. 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 Sprint from providing its Telecommunications Services to other carriers.

18. NOTICES

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

If to Sprint:
Director
Local Carrier Markets
Sprint
2330 Shawnee Mission
Pkwy
Mailstop KSFRWB0301
Fairway, KS 66205

If to
TWTC: **Tina Davis**
VP & Assistant General
Counsel
Time Warner Telecom
Park Ridge One
10475 Park Meadows Drive
Littleton, CO 80124

with a
copy to:

With a
Copy to: **Carolyn Marek**
VP Regulatory Southeast
Time Warner Telecom
233 Bramerton Court
Franklin, TN 37069

18.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when received, as indicated on the return receipt. 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 Section 18.

19. WAIVERS

- 19.1. 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.
- 19.2. 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.
- 19.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

20. SURVIVAL

- 20.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 6, 7, 8, 9, 12, 17, 19, 22.

21. FORCE MAJEURE

- 21.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, 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 Section § 21 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section hereof in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of TWTC.

22. DISPUTE RESOLUTION

- 22.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of any 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.
- 22.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) days of the event giving rise to the dispute, give

written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

- 22.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 22.4. After the expiration of 45 days from the initial notice of dispute as provided in § 22.2, either Party may file a complaint with the FCC or the Commission.

23. COOPERATION ON FRAUD

- 23.1. 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.

24. TAXES

- 24.1. 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.

25. AMENDMENTS AND MODIFICATIONS

- 25.1. 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.

26. SEVERABILITY

26.1. Subject to § 3.2, 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.

27. HEADINGS NOT CONTROLLING

27.1. The headings and numbering of Sections, 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.

28. ENTIRE AGREEMENT

28.1. 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.

29. COUNTERPARTS

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

30. 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 within 90 days from execution of this agreement, 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 and Cageless Physical 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. Completion of TWTC 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.

31. FEDERAL JURISDICTIONAL AREAS

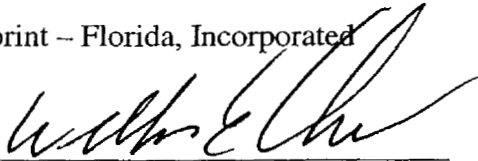
31.1. TWTC understands and agrees that this agreement serves as actual notice that Sprint and its Affiliates have entered into a binding contract to provide exclusive telecommunications services for the Army and Air Force Exchange Service (“AAFES”) during the term of this agreement. The AAFES contract 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) on United States Army bases. Sprint will be entitled to refuse to resell telecommunications services where such sale would be contrary to the AAFES agreement. Upon request, Sprint will identify relevant facilities covered by AAFES contract. TWTC is entitled to communicate to any potential TWTC customer that TWTC 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, Incorporated

By:



Name
(typed):

William E. Check

Title:

Vice President – Sales & Account
Management

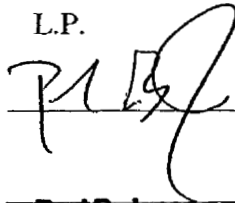
Date:

1/24/01

“TWTC”

Time Warner Telecom of Florida,
L.P.

By:



Name
(typed):

Paul B. Jones
Senior Vice President
General Counsel & Regulatory Policy

Title:

Date:

ATTACHMENT I GENERAL PRINCIPLES

32. PRICE SCHEDULE

32.1. Subject to the provisions of Part B, Section 2 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

33. LOCAL SERVICE RESALE

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

34. INTERCONNECTION AND RECIPROCAL COMPENSATION

34.1. Time Warner and Sprint agree that the rate for Reciprocal Compensation in this Agreement is a negotiated rate that is based on a blend of local voice traffic and local data/ISP traffic. In the event that a blended rate is included in other Interconnection Agreements within the States Time Warner Telecom negotiates an Interconnection Agreement or which separately sets forth rates for both local voice traffic and local data/ISP traffic, Time Warner Telecom may exercise its 252(I) rights to avail itself of such other rate(s) by opting into the blended rate or the total compensation provisions for local voice traffic and local data/ISP traffic where they are separately stated in each state. For the term of this Agreement Time Warner waives its rights under 252(I) to opt into a different reciprocal compensation rate except as set forth above.

34.1.1. For purposes of this agreement, traffic that meets the definition of Local Traffic, as defined in Section 1.62 and terminates to an ISP will be compensated at the agreed rate for reciprocal compensation.

34.1.2. This rate assumes a mix of local voice and data traffic.

34.1.3. This rate does not contemplate Voice Over IP (VOIP) and the Parties agree that the rate will not apply to that traffic.

34.1.4. Neither Party will bill for VOIP traffic unless it is identified separately and a rate for that traffic has been negotiated prior to inception of billing.

34.1.5. Total compensation per local MOU is \$0.0025.

34.2. For the purpose of this Agreement reciprocal compensation is subject to the following Change in Law provisions,

34.2.1. 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 then 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.

34.2.2. 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, TWTC 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.

34.2.3. 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.

34.3. 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.

34.4. 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 TWTC's subscriber, TWTC 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 TWTC 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.

34.4.1. The ported 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 § 34.1.

34.4.2. TWTC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Attachment when TWTC uses a Sprint access tandem to terminate a local call to a third Party LEC or another TWTC. Sprint shall pay TWTC a transit rate equal to the Sprint

rate referenced above when Sprint uses a TWTC switch to terminate a local call to a third Party LEC or another TWTC.

- 34.5. TWTC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes unless TWTC is able to distinguish its actual local usage. Sprint may periodically request TWTC's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Sprint. Should the documentation indicate that the factor should be changed by either Party, the Parties agree that any changes will only be retroactive to traffic for the previous quarter. 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 or access price list.
- 34.6. The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g., calling card, bill-to third Party, and collect records and LEC –provided Toll Free Service records). The exchange of billing records for calls of this type that are subject to the Inter-company Settlements (ICS) process will be handled through the existing CMDS processes. The payments of revenues for these types of calls will be handled through Calling Card and Third Number Settlements ("CATS) and non-Intercompany Calling Card and Third Number billed Settlement (NICS) with the CMDS host.
- 34.7. Where Parties have established interconnection, Sprint and the TWTC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information. Sprint and TWTC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and TWTC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct, cartridge or magnetic tape).

35. UNBUNDLED NETWORK ELEMENTS

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

36. OSS COST RECOVERY

- 36.1. Sprint will charge and TWTC agrees to pay a monthly recurring charge on each resold line and UNE Loop as set forth in Table 1 of this Attachment I. This charge has been implemented to recover the amounts incurred by Sprint to provide automated operational support systems used by TWTC, and is pending or has been approved by the State Commission and will be discontinued once Sprint has recovered these costs.

ATTACHMENT II LOCAL RESALE

37. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

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

38. GENERAL TERMS AND CONDITIONS

- 38.1. Pricing. The prices charged to TWTC for Local Resale are set forth in Attachment I of this Agreement.
- 38.1.1. CENTREX Requirements

- 38.1.1.1. At TWTC's option, TWTC may purchase the entire set of CENTREX features or a subset of any such features.
 - 38.1.1.2. All features and functions of CENTREX Service, including CENTREX Management System (CMS), whether offered under tariff or otherwise, shall be available to TWTC for resale.
 - 38.1.1.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to TWTC.
 - 38.1.1.4. Consistent with Sprint's tariffs, TWTC, at its expense, may collect all data and aggregate the CENTREX local exchange, and IntraLATA traffic usage of TWTC subscribers to qualify for volume discounts on the basis of such aggregated usage.
 - 38.1.1.5. TWTC may request that Sprint suppress the need for TWTC subscribers to dial "9" when placing calls outside the CENTREX System. Should TWTC request this capability for its subscriber, the subscriber will not be able to use 4-digit dialing.
 - 38.1.1.6. TWTC may resell call forwarding in conjunction with CENTREX Service.
 - 38.1.1.7. TWTC may purchase any CENTREX Service for resale subject to the requirements of Sprint's tariff.
 - 38.1.1.8. Sprint shall make available to TWTC for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscriber's intercom calling between different CENTREX systems, Sprint shall make such capability available to TWTC for resale.
 - 38.1.1.9. TWTC may resell Automatic Route Selection ("ARS"). TWTC may aggregate multiple TWTC subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.
- 38.1.2. Voluntary Federal and State Subscriber Financial Assistance Programs
- 38.1.2.1. 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 TWTC and TWTC serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to TWTC in accordance with the procedures set forth herein.

- 38.1.3. Grandfathered Services. Sprint shall offer for resale to TWTC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide TWTC with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.
- 38.1.4. 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.
- 38.1.5. COCOT lines will not be resold at wholesale prices under this Agreement.
- 38.1.6. 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.
- 38.1.7. Hospitality Service. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 38.1.8. LIDB Administration
 - 38.1.8.1. Sprint shall maintain customer information for TWTC 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 TWTC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.
 - 38.1.8.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as TWTC'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

39. GENERAL

39.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements, (“UNEs”) such that TWTC will be able to subscribe to and interconnect to whichever of these unbundled elements TWTC requires for the purpose of providing local telephone service to its end users. TWTC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Part C or agreed to by the Parties. It is TWTC’s obligation to combine Sprint-provided UNEs with any facilities and services that TWTC 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 3.2 of this Agreement.

40. UNBUNDLED NETWORK ELEMENTS

40.1. Sprint shall offer UNEs to TWTC for the purpose of offering Telecommunication Services to TWTC subscribers. Sprint shall offer UNEs to TWTC on an unbundled basis at 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:

40.1.1. Network Interface Device (“NID”)

40.1.2. Local Loop

40.1.3. Sub loop

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

40.1.4.1. Local Switching

40.1.4.2. Tandem Switching

40.1.4.3. Interoffice Transport Facilities

40.1.4.4. Common

40.1.4.5. Dedicated

40.1.5. Signaling Networks & Call Related Databases

40.1.6. Operations Support Systems

- 40.2. TWTC 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. It is TWTC's obligation to combine Sprint-provided UNEs, except where currently combined by Sprint, with any and all facilities and services whether provided by Sprint, TWTC, or any other Party.
- 40.3. Each UNE provided by Sprint to TWTC 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.

41. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING

- 41.1. Sprint 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.
- 41.2. A UNE Bona Fide Request shall be submitted in writing on the Sprint LTD Standard BFR Form and shall include a technical description of each requested UNE.
- 41.3. TWTC may cancel a UNE Bona Fide Request at any time, but shall pay Sprint's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.
- 41.4. Within ten (10) business days of its receipt, Sprint shall acknowledge receipt of the UNE Bona Fide Request.
- 41.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, Sprint shall provide to TWTC a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm that Sprint 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.
- 41.6. Upon receipt of the preliminary analysis, TWTC shall, within thirty (30) days, notify Sprint in writing, of its intent to proceed or not to proceed.
- 41.7. Sprint shall promptly proceed with the UNE Bona Fide Request upon receipt of written authorization from TWTC. When it receives such authorization, Sprint shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 41.8. 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, Sprint shall provide to TWTC 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.

- 41.9. Within thirty (30) days of its receipt of the UNE Bona Fide Request Quote, TWTC must either confirm, in writing, its order for the UNE Bona Fide Request pursuant to the UNE Bona Fide Request Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures of this Agreement.
- 41.10. 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 of the dispute pursuant to the Dispute Resolution provisions of this Agreement.

42. NETWORK INTERFACE DEVICE

- 42.1. Sprint will offer unbundled access to NIDs. 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 the loop to premises wiring, regardless of the specific mechanical design.
- 42.2. The function of the NID is to establish the network demarcation point between a TWTC 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.
- 42.3. TWTC 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, TWTC may request them pursuant to process detailed in Section 42 herein. Sprint will provide TWTC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the TWTCs request. In such cases the charges specified in Part C will apply.
- 42.4. Sprint will not provide specialized (Sprint non-standard) NIDs. 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 TWTC'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.

43. LOOP

- 43.1. The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as

DSLAMs owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises.) The Parties will negotiate in good faith to reach mutually acceptable terms and conditions for the provisioning of Dark Fiber. The demarcation point is that point on the loop where the telephone company's control of the wire ceases, and the subscriber's control (or, in the case of some multiunit premises, the landlord's control) of the wire begins. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops.

43.2. Voice Grade Loop Capabilities

43.2.1. Voice grade loops are analog loops that facilitate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the TWTC's customer's premises. TWTC shall not install equipment on analog loops that exceeds the specified bandwidth.

43.2.2. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at TWTC's request and option, to provide an unbundled voice grade loop. Alternative arrangements may include existing copper facilities or provisioning through the DSL where capabilities exist. Sprint will allow the TWTC to specify "unframed" when DSL is used to provide the loop.

44. NON-VOICE GRADE LOOPS

44.1. Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires TWTC to provide in writing (via the service order) the spectrum management class as defined in T1 Letter Ballot LB869, "Draft Proposed American National Standard- Spectrum Management for Loop Transmission Systems" dated June 5, 2000, and subsequent revisions of this document. Sprint requires the SMC declaration of (updated standard) 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. TWTC must disclose to Sprint every Spectrum Management Class (SMC) that TWTC has implemented on its facilities to permit effective Spectrum Management. If TWTC requires a change in the SMC of a particular loop, (e.g., changing from ISDN service to ADSL), TWTC shall notify Sprint in writing of the requested change in the SMC (via a service order). 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 TWTC, Sprint will notify TWTC that it is unable to meet the request. On non-voice grade loops, both standard and non-standard, Sprint will only provide electrical continuity and line balance.

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

TWTC's request and option, to provide an unbundled nonvoice grade loop. Alternative arrangements may include copper existing facilities, or dedicated transmission equipment or provisioning through the DSL where capacities exist. Sprint will allow TWTC to specify "unframed" when DSL is used to provide the loop.

45. SUBLOOPS

- 45.1. 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, a controlled environment vault or at the MDF.
- 45.2. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (i.e., via screw posts, terminals, patch panels) without removing a splice cased to reach the wire or fiber within.
- 45.3. 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 and provide written response to TWTC covering time intervals, prices and other information based on the BFR process. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

46. LOCAL SWITCHING

- 46.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distribution 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), TWTC 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. Notwithstanding any other provision of this Agreement to the contrary, Sprint is not required to provide local switching under this Section 46 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.

- 46.2. Sprint will provide customized routing at TWTCs request where technically feasible. Customized routing enables TWTC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow TWTC to route their customer's operator handled traffic to a different provider. , TWTC requests will be processed through the BFR process. Pricing will be on a time and materials basis.
- 46.3. Technical Requirements
 - 46.3.1. Sprint shall provide its standard recorded announcements (as designated by TWTC) and call progress tones to alert callers of call progress and disposition. TWTC will use the BFR process for unique announcements.
 - 46.3.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to TWTC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by TWTC.
 - 46.3.3. 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.
 - 46.3.4. 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.
- 46.4. Interface Requirements. Sprint shall provide the following interfaces:
 - 46.4.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g.: for calling number, calling name and message waiting lamp);
 - 46.4.2. Coin phone signaling;
 - 46.4.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
 - 46.4.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
 - 46.4.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and
 - 46.4.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems).

47. TANDEM SWITCHING

47.1. 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 TWTC, Sprint, independent telephone companies, IXCs and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement. Notwithstanding any other provision of this Agreement to the contrary, Sprint is not required to provide tandem switching under this Section 47 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.

47.2. Technical Requirements

47.2.1. The requirements for Tandem Switching include, but are not limited to, the following:

47.2.1.1. Interconnection to Sprint tandem(s) will provide TWTC 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).

47.2.1.2. Interconnection to a Sprint tandem for transit purposes will provide TWTC interexchange access to Sprint IXCs, other local carriers, ILECs, and CMRS providers which are connected to that tandem.

47.2.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide TWTC access to Sprint's end offices.

47.2.2. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

47.2.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by TWTC.

47.2.4. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on TWTC traffic shall be at Parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block TWTC traffic and leave its traffic unaffected or less affected).

47.2.5. 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.

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

47.3. Interface Requirements

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

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

48. TRANSPORT

48.1. Shared Transport. Sprint will offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.

48.1.1. Shared Transport provides a local interoffice transmission path between the Sprint tandem switch and a Sprint or TWTC end office switch, or between a host in one rate center and a remote in another rate center. Shared Transport is shared between multiple carriers and is required to be switched at the tandem.

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

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

48.2. 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.

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

48.2.2. Technical Requirements

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

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

48.2.2.3. 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.

49. SIGNALING SYSTEMS AND DATABASES

49.1. 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, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment.

49.2. Signaling Systems

49.2.1. Signaling Link Transport

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

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

49.2.2. Signaling Transfer Points (STPs)

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

49.2.2.2. Figure 2 depicts Signaling Transfer Points.

Signaling Transfer Points.

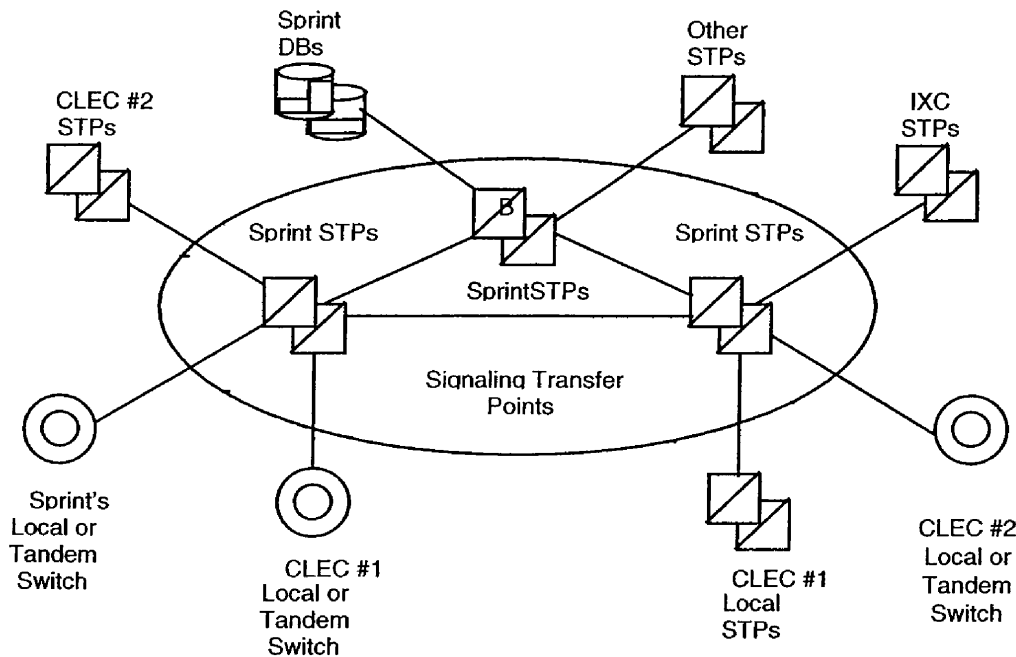


Figure 2

49.2.2.3. 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:

49.2.2.3.1. Sprint Local Switching or Tandem Switching;

49.2.2.3.2. Sprint Service Control Points/DataBases;

49.2.2.3.3. Third-Party local or Tandem Switching systems; and

49.2.2.3.4. Third-Party-provided STPs.

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

49.2.2.4.1. An A-link interface from TWTC local switching systems; and

49.2.2.4.2. B or D-link interface from TWTC STPs.

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

49.2.2.4.4. An A-link layer shall consist of two links, as depicted in Figure 3.

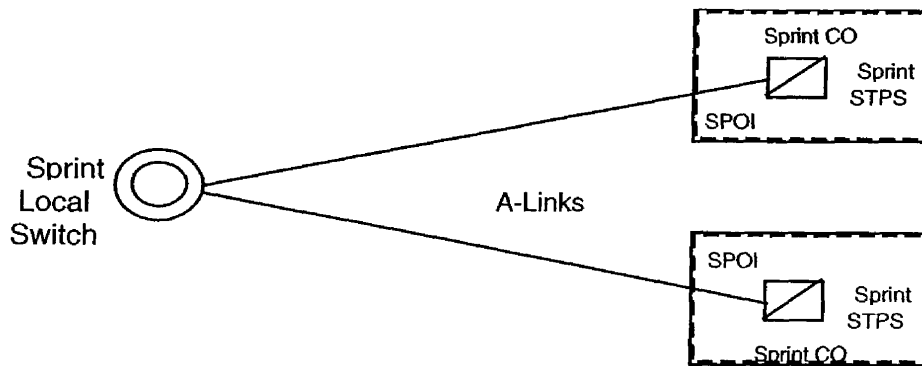


Figure 3. A-Link Interface

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

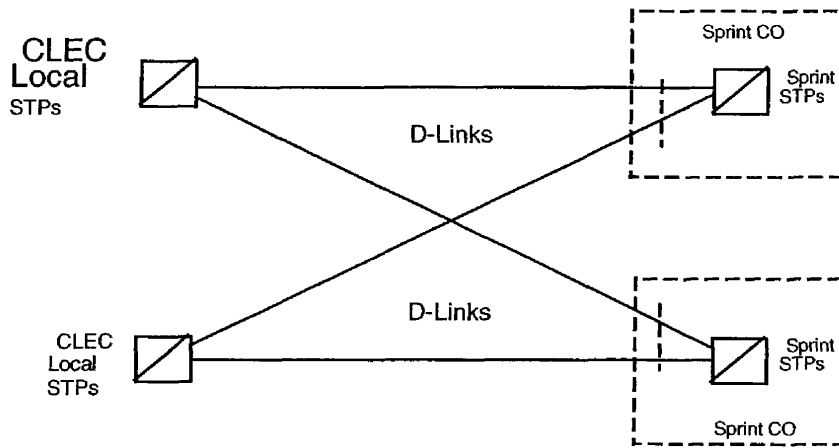


Figure 4. D-Link Interface

49.2.2.4.6. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STPs is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and TWTC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

49.3. Line Information Database (LIDB)

49.3.1. The LIDB is a transaction-oriented database accessible CCS networks. It contains records associated with subscribers Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements, or TWTC'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.

49.3.2. Technical Requirements

49.3.2.1. Prior to the availability of Local Number Portability, Sprint shall enable TWTC 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 TWTC.

49.3.2.2. Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with TWTC, shall enable TWTC 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.

49.3.2.3. Sprint shall perform the following LIDB functions for TWTC'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.

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

49.3.2.5. Sprint shall perform backup and recovery of all of TWTC'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.

49.4. Toll Free Number Database

49.4.1. 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 TWTC, shall provide the Toll Free Number Database in accordance with the following:

49.4.2. Technical Requirements

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

49.4.2.2.The Toll Free Number Database shall return TWTC 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.

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

50. OPERATIONS SUPPORT SYSTEMS (OSS).

50.1. 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.

ATTACHMENT IV INTERCONNECTION

51. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

51.1. The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period unless full two way trunking is available at the onset of network implementation. 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.

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

51.1.1.1. 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.

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

51.1.1.3. Separate one-way trunks will be utilized for connecting TWTC's switch to each 911/E911 tandem.

51.1.1.4. Separate trunk groups will be utilized for connecting TWTC's Operator Service Center to Sprint's Operator Service center for operator-assisted busy line interrupt/verify. The Parties will not charge each other for facilities (switch to switch) to complete Operator Service Center calls. However, since TWTC does not use Sprint's TOPS platform for Operator Service Center, TWTC is responsible for establishing facilities between its designed Operator Service Center platform and Sprint's Operator Service Center platform. If TWTC does not build out, then TWTC would lease the facilities which would be its responsibility.

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

51.1.1.6. Alternative Interconnection Arrangements

51.1.1.7. In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this Section 4.1.8. The fiber meet point shall be designated as the POI for both Parties. In the event

the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party's IP at rates set forth in the pricing schedule, Exhibit A.

51.1.1.8. The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-Party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

51.1.1.9. Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

51.1.1.10. TWTC and Sprint shall work cooperatively to install and maintain a reliable network. TWTC and Sprint shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree to achieve this desired reliability.

51.1.1.11. TWTC and Sprint shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

51.2. Point of Interconnection

- 51.2.1. Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between TWTC and Sprint for the local interconnection of their networks. TWTC shall not be limited to constructing only one POI in each Sprint LATA.
- 51.2.2. TWTC 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.
- 51.2.3. For construction of new facilities when the Parties choose to interconnect at a mid-span meet, TWTC 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 up to its exchange boundary, whichever is less.
- 51.2.4. Should TWTC prefer, new interconnection facilities may be provisioned via third Party facilities or TWTC lease of tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint’s access service tariff.
 - 51.2.4.1. 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. TWTC 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.
 - 51.2.4.2. If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation point between Sprint's facility and TWTC's equipment as long as the end point is within Sprint's exchange area.

52. INTERCONNECTION COMPENSATION MECHANISMS

- 52.1. Each Party is responsible for bringing their facilities to POI.
 - 52.1.1. TWTC and Sprint may each designate a POI at any technically feasible point including but not limited to any electronic or manual cross-connect points, collocations, entrance facilities, and mid-span meets.
- 52.2. Interconnection Compensation
 - 52.2.1. If Sprint provides one-hundred percent (100%) of the facility, including facility cross connect(s), to TWTC established POI (s), Sprint will charge

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

52.2.2. If a meet-point is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and TWTC, 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 §51 herein.

52.2.3. If TWTC provides one-hundred percent (100%) of the interconnection facility, including cross connect (s), to Sprint's established POI(S), then TWTC will charge Sprint 100% for the associated facilities. Sprint will bill TWTC a proportionate amount of the associated TWTC dedicated transport based on TWTC's proportionate usage of that facility.

53. COMPENSATION FOR LOCAL TRAFFIC TRANSPORT AND TERMINATION

53.1. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of that traffic. When a TWTC subscriber places a call to Sprint's subscriber, TWTC will hand off that call to Sprint at the POI. Conversely, when Sprint hands off Local Traffic to TWTC for TWTC to transport and terminate, Sprint may use the established POI or the Parties may designate other POI's as agreed. The following local transport and termination compensation elements shall apply:

53.2. When calls from TWTC are terminating on Sprint's network through the Sprint Tandem Switch, TWTC shall pay a charge for dedicated transport from the POI to the tandem, Tandem Switching, common transport to the end office, and end-office termination.

53.3. When Sprint terminates calls to TWTC's subscribers using TWTC's switch, Sprint shall pay TWTC for dedicated transport charges from the POI to the TWTC switching center. Sprint shall also pay to TWTC a charge for common transport to the end office, and end-office termination, unless ordered by the Commission.

53.4. TWTC may choose to establish direct trunking to any given end office. If TWTC leases trunks from Sprint, it shall pay charges for dedicated transport. For calls terminating from TWTC to subscribers served by these directly-trunked end offices, TWTC shall also pay an end-office termination. For Sprint traffic terminating to TWTC over the direct end office trunking, Sprint shall compensate TWTC for end-office termination.

54. SIGNALING

54.1. Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore

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.

- 54.2. Refer to Attachment III, SectionSection 51 for detailed terms of SS7 Network Interconnection.
- 54.3. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, TWTC 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.
 - 54.3.1. Where TWTC is unwilling to utilize an alternate interconnection protocol, TWTC 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 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between TWTC and Sprint.

55. NETWORK SERVICING

55.1. Trunk Forecasting

- 55.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

- 55.1.1.1. 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);
 - 55.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - 55.1.1.3. 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.
- 55.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary materially.
- 55.1.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 55.1.4. 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 TWTC and Sprint. Where available, and technically feasible, TWTC shall have the option of interfacing trunk interconnection with an STS interface.
- 55.1.5. 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:
- 55.1.5.1. In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.
 - 55.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.
 - 55.1.5.3. 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.

- 55.2. Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by Telecordia, each Party's standards, for final trunk groups between a TWTC end office 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%).
- 55.3. Sprint will engineer all digital end office local and intralata Toll interconnection trunks between Sprint and TWTC to a 6 dB of digital pad configuration as recommended by Telecordia.
- 55.4. 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. Either Party may negotiate additional trunk servicing provisions such as the establishment of outbound 1 – way trunk groups where full duplex 2 way trunking is available and technically feasible. Such additional trunk servicing provisions will be addressed in the Joint Operations Plan.

56. NETWORK MANAGEMENT

- 56.1. 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. TWTC and Sprint will immediately notify each other of any protective control action planned or executed.
- 56.2. 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.
- 56.3. Mass Calling. TWTC 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.

57. USAGE MEASUREMENT

- 57.1. 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.

- 57.2. 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.
- 57.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, a PLU of the traffic terminated.
 - 57.3.1. The Parties agree to review the accuracy of the PLU on a regular basis, minimum of once annually. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU back to the most recent calendar quarter.

58. TRANSIT TRAFFIC

- 58.1. Transit traffic means the delivery of local or intralata traffic originated by the end user of one Party routed through the network of the other Party and terminated to a Third Party. Either Party may require the use of two-way trunks for the delivery of such Transit traffic and to accurately measure and/or bill. These two-way trunks are separate from the trunking used for the delivery of direct traffic between the Parties.
- 58.2. 800/8XX originating traffic from the Third Party, routing through the Parties networks, will continue to be routed over the existing routes established for the delivery of such traffic originated from a Party.
- 58.3. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third Party LEC, ILEC, CLEC, or CMRS provider for the exchange of transit traffic to that third Party, unless the Parties agree otherwise in writing.
- 58.4. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third Party 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.
- 58.5. Payment Terms and Conditions
- 58.6. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit services as follows:
- 58.7. The originating Party shall pay to the transiting Party a transit service charge as set forth in the Pricing schedule; and
- 58.8. If the Terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating information 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.

59. RESPONSIBILITIES OF THE PARTIES

- 59.1. Sprint and TWTC will review engineering requirements consistent with the Implementation Plan described in Part B, Section 30 and Part C, Attachment IV, Section 55 and otherwise as set forth in this Agreement.
- 59.2. TWTC 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.
- 59.3. TWTC and Sprint shall:
 - 59.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 59.3.2. Notify each other when there is any change affecting the service requested, including the due date.
 - 59.3.3. 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.
 - 59.3.4. 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.
 - 59.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
 - 59.3.6. 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.
 - 59.3.7. Provide to each other test-line numbers (i.e. switch milliwatt numbers) and access to test lines, where available and technically feasible.
 - 59.3.8. Cooperatively plan and implement coordinated testing and repair procedures, including industry standard 105 and 108 tests, for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner where available and technically feasible.

ATTACHMENT V INTERIM NUMBER PORTABILITY

60. SPRINT PROVISION OF INTERIM NUMBER PORTABILITY

- 60.1. 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 TWTC 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.

61. INTERIM NUMBER PORTABILITY

- 61.1. 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 TWTC 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.
- 61.2. 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 TWTC designated switch to which the number is ported. TWTC may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.
- 61.3. The trunking requirements will be agreed upon by Sprint and TWTC 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 TWTC.
- 61.4. Local Exchange Routing Guide (LERG) Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to TWTC 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 TWTC switch via route indexing.
- 61.5. Other Currently Available Number Portability Provisions:
 - 61.5.1. Where SS7 is available, Sprint shall exchange with TWTC, SS7 TCAP messages as required for the implementation CLASS or other features available in the Sprint network where available and technically feasible.

61.5.2. Upon notification that TWTC will be initiating INP, Sprint shall disclose to TWTC any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and TWTC 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 TWTC may designate.

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

61.5.3.1. 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 TWTC for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as TWTC'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 TWTC's then, if TWTC desires to store numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement.

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

62. REQUIREMENTS FOR INP

62.1. Cut-Over Process

62.1.1. Sprint and TWTC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

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

62.1.1.2. 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 TWTC at Parity with Sprint's own availability for such activity. Sprint and TWTC 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 TWTC of the issue and TWTC and Sprint shall determine the plan to resolve it.

- 62.2. Testing. Sprint and TWTC shall cooperate in conducting TWTC's testing to ensure interconnectivity between systems. Sprint shall inform TWTC of any system updates that may affect the TWTC network and Sprint shall, at TWTC's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.
- 62.3. Installation Timeframes
 - 62.3.1. Installation Time Frames for RCF INP, where no other work is required, will be completed using Sprint's interval for service installation of complex services. Sprint's intervals for installation of complex services vary and can be found on line using IRES. If TWTC does not have access to IRES, then Sprint will communicate the installation time frame via fax.
 - 62.3.2. If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify TWTC of the Subscriber's termination of service with TWTC and the Subscriber's instructions regarding its telephone number(s) at Parity with what is offered to other Sprint customers.
- 62.4. Call Referral Announcements. Should TWTC direct Sprint to terminate INP measures, Sprint shall allow TWTC to order, at no cost, a referral announcement available in that switch.
- 62.5. Engineering and Maintenance. Sprint and TWTC 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.
- 62.6. Operator Services and Directory Assistance
 - 62.6.1. With respect to operator services and directory assistance associated with INP for TWTC subscribers, Sprint shall provide the following:

62.6.1.1. While INP is deployed:

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

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

62.6.2. 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.

62.7. 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, Sprint will not port vacant numbers.

ATTACHMENT VI LOCAL NUMBER PORTABILITY

63. INTRODUCTION

- 63.1. 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:
- 63.1.1. Subscribers must be able to change local service providers and retain the same telephone number(s) within the Rate 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 state commission having jurisdiction over this Agreement.
 - 63.1.2. 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. Ten Digit Trigger shall be available for all services that are capable of that feature.
 - 63.1.3. 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.
 - 63.1.4. 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.
 - 63.1.5. NXX Availability. Not all NXXs in each CO may be available for porting.
 - 63.1.6. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to TWTC through the LERG. Further, Sprint will ensure that TWTC's routing information is loaded and tested into each appropriate Sprint end office that is portable by LERG effective date.
 - 63.1.7. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 63.1.8. 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.

63.1.9. Parties shall work cooperatively with the other Party to restore end user service on a non-discriminatory basis when coordinated number ports do not go as planned.

64. TRANSITION FROM INP TO LNP

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

65. TESTING

- 65.1. Testing and operational issues will be addressed in the implementation plans.
- 65.2. TWTC must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a TWTC/CMRS provider occurs past the FCC activation date, testing and porting will be done at TWTC's expense.
- 65.3. 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.
- 65.4. 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 TWTC 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.

66. ENGINEERING AND MAINTENANCE

- 66.1. 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.
- 66.2. 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 FCC, state commission, or industry requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.

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

67. E911/911

67.1. 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.

67.2. 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.

68. BILLING

68.1. 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.

68.2. Non-Payment. Customers lose the right to the ported telephone number upon non-payment of charges. Neither Party is required to port telephone numbers of customers who have bills in default.

ATTACHMENT VII GENERAL BUSINESS REQUIREMENTS

69. PROCEDURES

69.1. Contact with Subscribers

69.1.1. 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.

69.1.2. 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.

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

70. EXPEDITE AND ESCALATION PROCEDURES

70.1.1. Sprint and TWTC 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 TWTC will establish intercompany contacts lists for purposes of handling subscriber and other matters that require attention/resolution outside of normal business procedures within thirty (30) days after TWTC'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.

70.1.2. No later than thirty (30) days after TWTC's request Sprint shall provide TWTC 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.

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

70.3. Service Offerings

70.3.1. Sprint shall provide TWTC with access to new services, features and functions concurrent with Sprint's notice to TWTC 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 TWTC may conduct market testing.

70.3.2. Essential Services. For purposes of service restoration, Sprint shall designate a TWTC 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.

70.3.3. Blocking Services. Upon request from TWTC, 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 TWTC, or (b) it is technically feasible when requested by TWTC as a function of unbundled Network Elements.

70.3.4. 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 TWTC 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.

71. ORDERING AND PROVISIONING

71.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces, including electronic and manual interfaces, as may be required to enable TWTC to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.

71.2. National Exchange Access Center (NEAC)

71.2.1. Sprint shall provide a NEAC or equivalent which shall serve as TWTC's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.

- 71.2.2. The NEAC shall provide to TWTC 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.
- 71.2.3. Sprint shall provide, as requested by TWTC, 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.
- 71.3. Street Index Guide (SIG). Within thirty (30) days of TWTC's written request, Sprint shall provide to TWTC the SAG data, or its equivalent, in an electronic format mutually agreeable to the Parties. All changes and updates to the SAG shall be provided to in a mutually agreed format and timeframe.
- 71.4. CLASS and Custom Features. Where generally available in Sprints serving area, TWTC, 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.
- 71.5. Number Administration/Number Reservation
- 71.5.1. Sprint shall provide testing and loading of TWTC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide TWTC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with TWTC. When TWTC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to TWTC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.
- 71.5.2. In conjunction with an order for service, Sprint shall accept TWTC 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 TWTC.
- 71.5.3. 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 TWTC's request. Consistent with the manner in which Sprint provides

numbers to its own subscribers or TWTC affiliates, no telephone number assignment is guaranteed until service has been installed.

71.6. Service Order Process Requirements

71.6.1. Service Migrations and New Subscriber Additions

71.6.1.1. For resale services, other than for a TWTC order to convert “as is” a TWTC subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to TWTC service without prior TWTC agreement.

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

71.6.1.3. Unless otherwise directed by TWTC and when technically capable, when TWTC 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.

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

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

71.6.1.5. A general Letter of Agency (LOA) initiated by TWTC 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 TWTC or Sprint. TWTC 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.

71.6.2. Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to TWTC'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 or TWTC affiliates for all service disconnects, suspensions, or transfers.

71.6.2.1. Sprint shall supply TWTC with due date intervals to be used by TWTC personnel to determine service installation dates. Further, Sprint shall provide due dates to TWTC that on a non-discriminatory basis with respect to due dates provided to its own customers or Sprint TWTC affiliates.

71.6.2.2. Sprint shall use best efforts to complete orders by the TWTC requested DDD within agreed upon intervals.

71.6.3. Subscriber Premises Inspections and Installations

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

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

71.6.4. Firm Order Confirmation (FOC)

71.6.4.1. Sprint shall provide to TWTC, a Firm Order Confirmation (FOC) for each TWTC order at intervals on a non-discriminatory basis with its TWTC affiliates. The FOC shall contain the appropriate data elements as defined by the OBF standards.

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

71.6.4.3. Sprint shall provide to TWTC the date that service is scheduled to be installed.

71.6.5. Order Rejections

71.6.5.1.Sprint shall reject and return to TWTC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from TWTC 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 if the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements unless in instances where TWTC requests expedite on the order.

71.6.6. Service Order Changes

71.6.6.1.In no event will Sprint change a TWTC initiated service order without a new service order directing said change. If an installation or other TWTC ordered work requires a change from the original TWTC service order in any manner, TWTC shall initiate a revised service order, unless the reason for change is caused by Sprint in which case Sprint will amend the TWTC order due date and advise TWTC of the new due date immediately. If requested by TWTC, Sprint shall then provide TWTC an estimate of additional labor hours and/or materials.

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

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

- 71.7. Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order in a manner performed for Sprint's TWTC affiliates.
- 71.8. Service Suspensions/Restorations. Upon TWTC'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 to any applicable regulatory Rules and Regulations or government requirements.
- 71.9. Order Completion Notification. Upon completion of the requests submitted by TWTC, Sprint shall provide to TWTC 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.

71.10. Specific Unbundling Requirements. TWTC may order and Sprint shall provision unbundled Network Elements on the same basis as it provides for its TWTC affiliates. However, it is TWTC's responsibility to combine the individual network elements should it desire to do so.

71.11. Systems Interfaces and Information Exchanges

71.11.1.General Requirements

71.11.1.1.Sprint shall provide to TWTC 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 TWTC to Sprint, and from Sprint to TWTC using guidelines developed nationally by ATIS and its associated committees.

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

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

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

71.11.2.1.The preordering Electronic Interface includes the provisioning of CPNI from Sprint to TWTC. 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.

71.11.2.2.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.

71.11.2.3. 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 and agreed to by both Parties, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to TWTC. Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from TWTC for each unmatched request. TWTC 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 have been a substantial percentage of unmatched LOA requests, Sprint reserves the right to immediately disconnect the preordering Electronic Interface.

71.11.2.4. If TWTC 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, TWTC will be considered in breach of the agreement. TWTC 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.

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

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

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

71.11.2.8. When available per Electronic Interface Implementation Plan, Sprint shall provide to TWTC Electronic Interface to Sprint information systems to allow TWTC to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity, with Sprint's customers or TWTC affiliates.

71.11.2.9. When available per Electronic Interface Implementation Plan, Sprint shall provide to TWTC an Electronic Interface to schedule dispatch and installation appointments on a non-discriminatory basis with Sprint's customers or TWTC affiliates.

71.11.2.10. When available per Electronic Interface Implementation Plan, Sprint shall provide to TWTC an Electronic Interface to Sprint subscriber information systems which will allow TWTC to determine if a service call is needed to install the line or service on a non-discriminatory basis with Sprint's customers or TWTC affiliates.

71.11.2.11. When available per Electronic Interface Implementation Plan, Sprint shall provide to TWTC an Electronic Interface to Sprint information systems that will allow TWTC to provide service availability dates on a non-discriminatory basis with Sprint's customers or TWTC affiliates.

71.11.2.12. When available per Electronic Interface Implementation Plan, Sprint shall provide to TWTC an Electronic Interface that transmits status information on service orders on a non-discriminatory basis with Sprint's customers or TWTC affiliates. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: service order acknowledgment, firm order confirmation, and service order completion according to interim procedures to be mutually developed.

71.12. Standards

71.12.1. General Requirements. TWTC 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).

72. BILLING

72.1. The Parties 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 TWTC of any deviations to the standards.

72.2. The Parties shall bill the other Party for each service supplied pursuant to this Agreement at the rates set forth in this Agreement.

- 72.3. Sprint shall provide to TWTC 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.
- 72.4. The Parties 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.
- 72.5. Subject to the terms of this Agreement, a Party shall pay the other Party 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.
- 72.6. 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, Section 22 of this Agreement.
- 72.7. The Parties will assess late payment charges to the other Party in accordance with Part B, § 5.5 of this Agreement.
- 72.8. Sprint shall credit TWTC 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 per applicable tariff. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 72.9. Revenue Protection. Sprint shall make available to TWTC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications TWTCs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

73. **PROVISION OF SUBSCRIBER USAGE DATA –**

- 73.1. Attachment VII sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Attachment VIII) to TWTC and for information exchange regarding long distance billing. The Parties agree to record

call information for interconnection in accordance with Attachment VII. 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 TWTC 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 Telecordia EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party on non-holiday business days in EMI format via CDN, or provided on a cartridge or magnetic tape. Sprint and TWTC agree that they shall retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least forty-five (45) calendar days after transmission to the other Party.

73.2. General Procedures

73.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.

73.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.

73.2.3. Sprint shall record all usage originating from TWTC subscribers using resold services ordered by TWTC, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:

73.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis.

73.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with § 73.2.7

73.2.3.3. Calls to Directory Assistance where Sprint provides such service to a TWTC subscriber.

73.2.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to TWTC's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Bellcore EMI billing records.

73.2.3.5. For Sprint-provided Centrex Service, station level detail.

73.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to TWTC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to TWTC upon the request of TWTC. If the forty-five (45) day has expired, Sprint may provide the data back-up at TWTC's expense.

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

73.3. Charges

- 73.3.1. 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.
- 73.3.2. Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- 73.3.3. 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 TWTC as follows:

73.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;

73.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and both Parties will pay the providing Party for providing such call detail;

73.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

73.3.3.4. 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 TWTC places the order for service;

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

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

73.3.3.7. 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.

73.3.3.8. Central Clearinghouse & Settlement

73.3.4. Sprint and TWTC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

73.4. Sprint shall settle with TWTC for both intra-region and inter-region billing exchanges of calling card, bill-to-third Party, and collect calls under separately negotiated settlement arrangement Lost Data.

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

73.4.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in 73.2.4.1.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.

73.4.3. Complete Loss. When Sprint is unable to recover data as discussed in 73.4.1. above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

73.4.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by TWTC and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

73.4.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

73.4.6. 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.

73.4.7. If the loss occurs on Mother's day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of TWTC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

73.5. Testing, Changes and Controls

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

73.5.2. Control procedures for all usage transferred between Sprint and TWTC shall be available for periodic review. This review may be included as part of an Audit of Sprint by TWTC or as part of the normal production interface management function. Breakdowns that impact the flow of usage between Sprint and TWTC 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 TWTC and Sprint.

73.5.3. Sprint Software Changes

73.5.3.1. When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to TWTC, designated Sprint personnel shall notify TWTC no less than ninety (90) calendar days before such changes are implemented.

73.5.3.2. Sprint shall communicate the projected changes to TWTC's single point of contact so that potential impacts on TWTC processing can be determined.

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

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

73.5.4. TWTC Requested Changes:

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

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

73.6. Information Exchange and Interfaces

73.6.1. Product/Service Specific. Sprint shall provide a Bellcore 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.

73.6.2. Rejected Recorded Usage Data

73.6.2.1. Upon agreement between TWTC and Sprint, messages that cannot be rated and/or billed by TWTC may be returned to Sprint at no charge to both Parties via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMI format utilizing standard EMI return codes.

74. MESSAGES RETURNED TO SPRINT

- 74.1. Sprint may correct and resubmit to TWTC any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a TWTC end user. TWTC 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 General Network Requirements. Neither Party shall incur an expense for exchange of or correcting and/or resubmitting records between either Party.
- 74.2. 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.
- 74.3. 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 TWTC with maintenance support at Parity.
- 74.4. Sprint shall provide on a regional basis, a point of contact for TWTC to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 74.5. Sprint shall provide TWTC maintenance dispatch personnel on the same schedule that it provides its own subscribers or TWTC affiliates.
- 74.6. Sprint shall cooperate with TWTC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement on the same basis it provides for itself and its TWTC affiliates. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 74.7. All Sprint employees or contractors who perform repair service for TWTC subscribers shall follow Sprint standard procedures in all their communications with TWTC subscribers. These procedures and protocols shall ensure that:
 - 74.7.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers and TWTC affiliates; and
 - 74.7.2. Trouble calls from TWTC shall receive response time priority that is equal to that of Sprint subscribers and TWTC affiliates and shall be handled on a

“first come first served” basis regardless of whether the subscriber is a TWTC subscriber or a Sprint subscriber.

- 74.8. Sprint shall provide TWTC 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 TWTC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. TWTC shall perform its own testing for UNEs.
- 74.9. Sprint shall give maximum advanced notice to TWTC 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 TWTC has advised Sprint may potentially impact TWTC subscribers.
- 74.10. Notice of Network Event. Each Party has the duty to alert the other in a non-discriminatory basis of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 74.11. On all misdirected calls from TWTC subscribers requesting repair, Sprint shall provide such TWTC subscriber with the correct TWTC repair telephone number as such number is provided to Sprint by TWTC. Once the Electronic Interface is established between Sprint and TWTC, Sprint agrees that TWTC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by TWTC.
- 74.12. Upon establishment of an Electronic Interface, Sprint shall notify TWTC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. TWTC will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.
- 74.13. Sprint shall perform all testing for resold Telecommunications Services.
- 74.14. Sprint shall provide test results to TWTC, if appropriate, for trouble clearance. In all instances, Sprint shall provide TWTC with the disposition of the trouble.
- 74.15. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If TWTC 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 TWTC will bear the cost.

75. MISCELLANEOUS SERVICES AND FUNCTIONS

75.1. General

- 75.1.1. To the extent that Sprint does not provide the services described in this SectionSection74 to itself, Sprint will use reasonable efforts to facilitate

the acquisition of such services for or by TWTC through the existing service provider. TWTC must contract directly with the service provider for such services.

75.1.2. Basic 911 and E911 General Requirements

75.1.2.1. 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 TWTC in accordance with the following:

75.1.2.2. 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.

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

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

75.1.2.4.1. Sprint shall conform to all state regulations concerning emergency services.

75.1.2.4.2. 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 TWTC subscriber information resident or entered into the ALI/DMS.

75.1.2.4.3. Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at TWTC's discretion, directly to TWTC operator services.

75.1.3. Basic 911 and E911 access from the TWTC local switch shall be provided to TWTC in accordance with the following:

- 75.1.3.1. If required by TWTC, Sprint, at TWTC's sole expense, shall interconnect direct trunks from the TWTC network to the E911 PSAP, or the E911 Tandems as designated by TWTC. Such trunks may alternatively be provided by TWTC.
- 75.1.3.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), TWTC shall participate in the provision of the 911 System as follows:
- 75.1.3.2.1. 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.
- 75.1.3.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.
- 75.1.4. If a third Party is the primary service provider to a government agency, TWTC 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 TWTC are totally separate from this Agreement and Sprint makes no representations on behalf of the third Party.
- 75.1.5. If TWTC or its Affiliate is the primary service provider to a government agency, TWTC 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.
- 75.1.6. Interconnection and database access shall be priced as specified in Attachment I.
- 75.1.7. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 75.1.8. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with TWTC data in an interval at Parity with that experienced by Sprint subscribers.
- 75.1.9. Sprint shall transmit to TWTC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 75.1.10. Sprint shall provide to TWTC the necessary UNEs for TWTC 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 TWTC to government agencies.

75.1.11. The following are Basic 911 and E911 Database Requirements

75.1.11.1. The ALI database shall be managed by Sprint, but is the property of Sprint and TWTC for those records provided by TWTC.

75.1.11.2. 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.

75.1.11.3. TWTC shall be solely responsible for providing TWTC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.

75.1.11.4. Sprint and TWTC shall arrange for the automated input and periodic updating of the E911 database information related to TWTC end users. Sprint shall work cooperatively with TWTC 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.

75.1.11.5. TWTC shall assign an E911 database coordinator charged with the responsibility of forwarding TWTC end user ALI record information to Sprint or via a third-Party entity, charged with the responsibility of ALI record transfer. TWTC assumes all responsibility for the accuracy of the data that TWTC provides to Sprint.

75.1.11.6. TWTC 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 TWTC if manually received, or on a non-discriminatory basis if service order driven. If Sprint detects an error in the TWTC provided data, the data shall be returned to TWTC within two (2) business days from when it was provided to Sprint. TWTC 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.

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

75.1.11.8. Sprint shall adopt use of a TWTC Code (NENA standard five-character field) on all ALI records received from TWTC. The

TWTC Code will be used to identify the TWTC of record in LNP/INP configurations.

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

75.1.12.The following are basic 911 and E911 Network Requirements

75.1.12.1.Sprint, at TWTC'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 TWTC's switch to a Sprint selective router.

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

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

75.1.12.4.Each ALI discrepancy report shall be jointly researched by Sprint and TWTC. Corrective action shall be taken immediately by the responsible Party.

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

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

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

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

75.1.12.5.4. 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 or affiliates and without the imposition of Telecommunications Service Priority (TSP).

75.1.12.5.5. 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.

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

75.1.12.7. 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.

75.1.12.8. Circuits shall have interoffice, loop and TWTC system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available TWTC systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

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

75.1.13. Basic 911 and E911 Additional Requirements

75.1.13.1.All TWTC 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 TWTC number (if both are received from TWTC). 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.

75.1.13.2.Sprint shall work with the appropriate government agency to provide TWTC the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which TWTC is interconnected.

75.1.13.3.Sprint shall notify TWTC as far in advance as possible, but no later than 48 hours in advance of any scheduled testing or maintenance affecting TWTC 911 service, and provide notification as soon as possible of any unscheduled outage affecting TWTC 911 service.

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

75.1.13.5.TWTC may enter into subcontracts with third Parties, including TWTC Affiliates, for the performance of any of TWTC's duties and obligations stated herein.

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

75.1.13.7.Sprint shall provide 90 day advance notification of any impacts to the 911 services provided by Sprint to TWTC resulting from of any pending Tandem moves, NPA splits, or scheduled maintenance outages.

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

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

75.2. Directory Assistance Service

75.2.1. Sprint shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by TWTC subscribers directly to, at TWTC's option, either (a) the TWTC 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.

75.2.2. TWTC subscribers shall be provided the capability by Sprint to dial the same telephone numbers for access to TWTC Directory Assistance that Sprint subscribers dial to access Sprint Directory Assistance.

75.2.3. Should TWTC elect to resell Sprint Directory Assistance, Sprint shall provide Directory Assistance functions and services to TWTC for its subscribers as described below.

75.2.3.1. Sprint agrees to provide TWTC subscribers with the same Directory Assistance service available to Sprint subscribers.

75.2.3.2. Sprint shall promptly notify TWTC in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to TWTC.

75.2.3.3. Sprint shall provide Directory Assistance to TWTC subscribers in accordance with Sprint's internal local operator procedures and standards.

75.2.3.4. Sprint shall provide TWTC with the same level of support for the provisioning of Directory Assistance as Sprint provides itself and its TWTC affiliates. 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.

75.2.3.5. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, and disaster recovery options.

75.2.3.6. TWTC or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides DA services, upon five (5) business days written notice to Sprint.

75.2.3.7. Directory Assistance services provided by Sprint to TWTC subscribers shall be branded in accordance with Part B, Section II of this Agreement.

75.2.3.8. Sprint shall provide the following minimum Directory Assistance capabilities to TWTC's subscribers:

75.2.3.8.1. A maximum of two subscriber listings and/or addresses or Sprint Parity per TWTC subscriber request.

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

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

75.2.3.8.4. Populate the Directory Assistance database in the same manner and in the same time frame as for Sprint subscribers or TWTC affiliates.

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

75.2.3.9. Sprint shall provide TWTC call detail records in a mutually agreed format and manner.

75.3. Operator Services

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

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

75.3.3. Should TWTC elect to resell Sprint Operator Services, Sprint shall provide Operator Services to as described below.

75.3.3.1.1. Sprint agrees to provide TWTC subscribers the same Operator Services available to Sprint subscribers or TWTC affiliates. . Sprint shall make available its service enhancements on a non-discriminatory basis.

75.3.3.2.Operator Services provided to TWTC subscribers shall be branded in accordance with Part B, Section II of this Agreement.

75.3.3.3.Sprint shall provide the following minimum Operator Service capabilities to TWTC subscribers:

75.3.3.3.1.Sprint shall complete 0+ and 0- dialed local calls.

75.3.3.3.2.Sprint shall complete 0+ intraLATA toll calls.

75.3.3.3.3.Sprint shall complete calls that are billed to a 0+ access calling card.

75.3.3.3.4.Sprint shall complete person-to-person calls.

75.3.3.3.5.Sprint shall complete collect calls.

75.3.3.3.6.Sprint shall provide the capability for callers to bill to a third Party and complete such calls.

75.3.3.3.7.Sprint shall complete station-to-station calls.

75.3.3.3.8.Sprint shall process emergency calls.

75.3.3.3.9.Sprint shall process Busy Line Verify and Busy Line Verify and Interrupt requests.

75.3.3.3.10.To the extent not prohibited by law or regulation, Sprint shall process emergency call trace.

75.3.3.3.11.Sprint shall process operator-assisted directory assistance calls.

75.3.3.3.12.Sprint shall provide basic rate quotes, subject to Sprint's operator systems being capable to perform unique rating for TWTC.

75.3.3.3.13. Sprint shall process time-and-charges requests, at Parity with Sprint's own service offerings.

75.3.3.3.14. Sprint shall route 0- traffic directly to a "live" operator team.

75.3.3.3.15. When requested by TWTC, Sprint shall provide instant credit on operator services calls as provided to

Sprint subscribers or shall inform TWTC subscribers to call an 800 number for TWTC subscriber service to request a credit. Sprint shall provide one 800 number for business subscribers and another for residential subscribers.

75.3.3.3.16. Caller assistance for the disabled shall be provided in the same manner as provided to Sprint subscribers or TWTC affiliates.

75.3.3.3.17. When available, Sprint shall provide operator-assisted conference calling.

75.3.4. Operator Service shall provide TWTC's local usage rates when providing rate quote and time-and-charges services, and subject to the provisions described herein.

75.3.5. Operator Service shall adhere to equal access requirements.

75.3.6. Sprint shall exercise the same level of fraud control in providing Operator Service to TWTC that Sprint provides for its own operator service.

75.3.7. 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.

75.3.8. Sprint shall provide at an aggregate level for the operator service center, service measurements and accounting reports to TWTC at Parity with the service measurements and accounting reports Sprint provides itself or TWTC affiliates.

75.3.9. TWTC or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides Operator Services, upon five (5) business days written notice to Sprint.

75.3.10. Sprint shall direct TWTC subscriber account and other similar inquiries to the subscriber service center designated by TWTC.

75.3.11. Sprint shall provide call records in accordance with LIDB.

75.3.12. Sprint shall accept and process overflow 911 traffic routed from TWTC to the underlying platform used to provide Operator Service where such overflow is performed by Sprint for its subscribers.

75.3.13. Sprint shall engineer its BLV/BLVI facilities to accommodate the anticipated volume of BLV/BLVI requests during the Busy Hour. TWTC 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 TWTC.

75.4. Directory Assistance and Listings Service Requests

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

75.4.2. 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 TWTC can place an order with a single point of contact within Sprint.

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

75.4.3.1. 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 TWTC.

75.4.3.2. 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 TWTC.

75.4.3.3. 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 TWTC.

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

75.4.3.4.1. A matrix of NXX to central office;

75.4.3.4.2. Geographical maps if available of Sprint service area;

75.4.3.4.3. 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;

75.4.3.4.4. Listing format rules;

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

75.4.3.4.6. Titles and designations; and

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

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

75.4.4.1. Disconnect Service;

75.4.4.2. Change TWTC;

75.4.4.3. Install Service;

75.4.4.4. Change any service which affects DA information;

75.4.4.5. Specify Non-Solicitation; and

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

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

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

75.4.6.1.1. Directory Listings General Requirements. TWTC 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. TWTC acknowledges that for a TWTC subscriber's name to appear in a directory, TWTC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist TWTC in obtaining an agreement with the directory publisher that treats TWTC at Parity with the publisher's treatment of Sprint or affiliates.

75.4.7. This § 75.4.7 pertains to listings requirements published in the traditional white pages.

75.4.8. Sprint shall include in its master subscriber system database all white pages listing information for TWTC subscribers in Sprint territories where TWTC is providing local telephone exchange services and has submitted a DSR.

- 75.4.9. Sprint agrees to include one basic White pages listing for each TWTC customer located within the geographic scope of its White Page directories, at no additional charge to TWTC. A basic White Pages listing is defined as a customer name, address and either the TWTC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of TWTC customers will be interfiled with listings of Sprint and other LEC customers.
- 75.4.10. TWTC agrees to provide TWTC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide TWTC with the appropriate format for provision of TWTC 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.
- 75.4.11. Sprint agrees to provide White Pages database maintenance services to TWTC. TWTC 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.
- 75.4.12. TWTC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to TWTC customers.
- 75.4.13. In addition to a basic White Pages listing, Sprint will provide, at the rates set forth in Attachment I of this Agreement, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for TWTC to offer for resale to TWTC's customers.
- 75.4.14. Sprint, or its directory publisher, agree to provide White Pages distribution services to TWTC customers within Sprint's service territory at no additional charge to TWTC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint, its affiliates, and to other TWTC customers.
- 75.4.15. Sprint agrees to include critical contact information pertaining to TWTC in the "Information Pages" of those of its White Pages directories containing information pages, provided that TWTC meets criteria established by its directory publisher. Critical contact information includes TWTC'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. TWTC will not be charged for inclusion of its critical contact information. The format, content and appearance of TWTC'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 TWTCs in a directory.

75.4.16. Sprint will accord TWTC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to TWTC 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 TWTC that contains customer listings of both Sprint and TWTC will not be deemed a violation of this confidentiality provision.

75.4.17. Sprint will sell or license TWTC's customer listing information to any third Parties unless TWTC submits written requests that Sprint refrain from doing so. Sprint and TWTC will work cooperatively to share any payments for the sale or license of TWTC customer listing information to third Parties. Any payments due to TWTC 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 TWTC's customer listing to Sprint's directory publisher will not constitute the sale or license of TWTC's customer listing information causing any payment obligation to arise pursuant to this § 75.4.17.

75.5. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with TWTC which will address other directory services desired by TWTC as described in this § 75.5. Both Parties acknowledge that Sprint's directory publisher is not a Party to this Agreement and that the provisions contained in this § 75.5 are not binding upon Sprint's directory publisher.

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

- 75.5.2. Directory advertising will be offered to TWTC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint, its affiliates, and other TWTC customers. Directory advertising will be billed to TWTC customers by directory publisher.
- 75.5.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to TWTC is maintained without interruption.
- 75.5.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 75.4.15 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 75.5.5. 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.
- 75.6. 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 TWTCs 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.
- 75.7. Systems Interfaces and Exchanges
 - 75.7.1. Directory Assistance Data Information Exchanges and Interfaces
 - 75.7.1.1.Subscriber List Information
 - 75.7.1.1.1.Sprint shall provide to TWTC, within sixty (60) days after the Approval Date of this Agreement, or at TWTC'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, its affiliates, or to other third Parties. All changes to the Subscriber List Information shall be provided to TWTC 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.

75.7.1.1.2. TWTC 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.

75.8. 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

76. GENERAL

76.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards (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 TWTC will be at Parity with the performance Sprint provides itself and or its TWTC affiliates for like service(s).

77. PARITY AND QUALITY MEASUREMENTS

77.1. Sprint shall implement within six (6) months of the contract effective date self-reporting capabilities across its operating footprint comparing Sprint results with TWTC aggregate results and TWTC specific results utilizing performance measures that are based on the agreement reached during collaborative sessions with the respective State Commission.

ATTACHMENT IX

78. INSURANCE

78.1. Both Parties shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Part B, Section 10. Indemnification, hereof. At a minimum and without limiting the foregoing covenant, both Parties shall maintain the following insurance:

78.1.1. Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

78.1.2. Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

78.1.3. Umbrella Liability, with limits of at least \$10,000,000 for each occurrence.

78.1.4. Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 each person disease/policy limit .

78.2. Time Warner Telecom shall name the other Party as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance. In addition, both Parties; insurance will provide for a waiver of subrogation, except with respect to Workers Compensation insurance.

78.3. Both Parties shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish ACORD certificates or other acceptable proof of the foregoing insurance from Time Warner Telecom acceptable to Sprint. The certificates or other proof of the foregoing insurance shall be sent to: Sprint, Pam Zeigler, FSM 380 N. Main Mansfield, Ohio 44902 mailstop OHMANH0202. The certificates or other proof of the foregoing insurance from Sprint shall be sent to : Risk Management Dept. Time Warner Telecom, 10475 Park Meadows Drive 4th floor Littleton CO, 80124. In addition, both Parties shall require its agents, representatives, and contractors, if any, that may enter upon the premises of Sprint or Sprint's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish Sprint certificates or other adequate proof of such insurance. Certificates furnished shall notify the certificate holder in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance.

**TABLE I
Florida Rates**

RETAIL DISCOUNTS			
Other than Operator / DA		19.40%	
Op Assist / DA		12.10%	
USAGE FEE CHARGES			
Message Provisioning, per message	\$	0.005	
Data Transmission, per message	\$	0.002	
Tape Charge, per tape	\$	50.00	
SERVICE ORDER / INSTALLATION / REPAIR			
Manual Service Order NRC			\$22.54
Electronic Service Order (IRES)			\$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
SS7 - Originating Point Code (OPC) Service	IES Tariff		\$21.55
SS7 - GlobalTitle 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
2-Wire Central Office Interconnection Charge			\$9.18
4-Wire Central Office Interconnection Charge			\$15.77
2-Wire Trip Charge			\$15.59
4-Wire Trip Charge			\$15.59
Outside Plant Interconnection (2-Wire)			\$29.45
Outside Plant Interconnection (4-Wire)			\$43.31
NID Installation Charge			\$17.32
NID Connection - 2 Wire			\$2.15
Loop Rework Charge (2-Wire)			\$14.21
Loop Rework Charge (4-Wire)			\$21.52
Trouble Isolation and Testing			\$37.48
OSS Service Charge		\$1.77	
2-Wire C.O. Completion Test			\$1.44
4-Wire C.O. Completion Test			\$2.16
Tag and Label Loop at the Dmarc (First Loop)			\$8.66
Tag and Label Loop at the Dmarc (Additional Loop at same location)			\$3.46
NID			
	SOURCE	RECURRING RATE	NRC
1 Line		\$0.79	See NRC Section
2 Line		\$0.95	See NRC Section
SmartJack		\$12.37	See NRC Section
LINE SHARING			
	SOURCE	RECURRING	NRC

CLEC Provides Splitter In Own Collocation Space			
3-Jumper Configuration			
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (2 required)		\$32.51 Each	
Line Sharing - 3 Jumpers			\$21.60
4-Jumper Configuration			
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (4 required)		\$32.51 Each	
Line Sharing - 4 Jumpers			\$28.07
CLEC Provides Splitter in Common Area of Central Office			
3-Jumper Configuration			
Cost per 96-Line Splitter Shelf		\$20.03	
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Splitter Common Area (2 required)		\$25.20 Each	
Cross Connects; 100 pr., Splitter Common Area to Collocation Space (1 required)		\$19.05 Each	
Line Sharing - 3 Jumpers			\$21.60
4-Jumper Configuration			
Cost per 96-Line Splitter Shelf		\$20.03	
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (1 required)		\$32.51 Each	
Cross Connects; 100 pr., MDF to Splitter Common Area (3 required)		\$25.20 Each	
Line Sharing - 4 Jumpers			\$28.07
LOOP PRE-QUALIFICATION			
	SOURCE	RECURRING	NOTE
		CHARGE	
Loop Inquiry Loop Make-Up Information			\$28.20
LOOP xDSL CAPABLE			
	SOURCE	RECURRING	NOTE
		CHARGE	
The following charge applies to all digital UNE, line sharing and xDSL capable loops that are shorter than 18,000 feet in length. Separate Eng these costs reflect 25 pair economies.			
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 - Add'l 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 - Add'l Line			\$37.08
4-Wire xDSL Loop - Re-install (CT,DCOP, Migrate)			\$12.96
LINE CONDITIONING/RELOCATION			
	SOURCE	RECURRING	NOTE
		CHARGE	

		RATE	
Engineering Charge - one per loop conditioned below			\$28.03
Trip Charge - one per loop conditioned below			\$15.59
Load Coil Removal; Loops Over 18K Feet			
Unload cable pair, per Underground Location			\$397.39
Unload add'l cable pair, UG, same time, location & cable			\$3.06
Unload cable pair, per Aerial Location			\$6.96
Unload add'l cable pair, AE, same time, location & cable			\$1.61
Unload cable pair, per Buried Location			\$6.96
Unload add'l cable pair, BU, same time, location & cable			\$1.61
Remove Bridged Tap			
Remove Bridged Tap, per Underground Location			\$394.78
Remove one (1) add'l Bridged Tap, UG, same time, location & cable			\$0.45
Remove Bridged Tap, per Aerial Location			\$5.74
Remove one (1) add'l Bridged Tap, AE, same time, location & cable			\$0.39
Remove Bridged Tap, per Buried Location			\$5.74
Remove one (1) add'l Bridged Tap, BU, same time, location & cable			\$0.39
Remove Repeaters			
Remove Repeater, per Underground Location			\$394.78
Remove add'l Repeater, UG, same time, location & cable			\$0.45
Remove Repeater, per Aerial Location			\$5.74
Remove add'l Repeater, AE, same time, location & cable			\$0.39
Remove Repeater, per Buried Location			\$5.74
Remove add'l Repeater, BU, same time, location & cable			\$0.39
	LOOP	SOURCE	REPAIRING RATE
Analog 2-wire			
	Band 1		\$10.78
	Band 2		\$15.41
	Band 3		\$20.54
	Band 4		\$27.09
	Band 5		\$39.66
	Band 6		\$74.05
Analog 2-wire/xDSL Capable Loop			
	Band 1		\$10.62
	Band 2		\$16.68
	Band 3		\$22.50
	Band 4		\$30.08
	Band 5		\$43.94
	Band 6		\$62.12
	Band 7		\$85.53
	Band 8		\$120.37
Loops - Analog 2-Wire NRC			

2-Wire New - First Line			\$72.98
2-Wire New - Addt'l Line			\$23.61
2-Wire Re-install (CT/DCOP/Migrate)			\$14.21
Analog 4-wire			
Band 1		\$18.80	
Band 2		\$26.88	
Band 3		\$35.85	
Band 4		\$47.24	
Band 5		\$69.17	
Band 6		\$129.13	
Analog 4-wire/xDSL Capable Loop			
Band 1		\$17.10	
Band 2		\$26.86	
Band 3		\$36.22	
Band 4		\$48.42	
Band 5		\$70.75	
Band 6		\$100.01	
Band 7		\$137.69	
Band 8		\$193.79	
Loops - Analog 4-Wire NRC			
4-Wire New - First Line			\$94.15
4-Wire New - Addt'l Line			\$44.78
4-Wire Re-install (CT/DCOP/Migrate)			\$21.52
DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI			
Band 1		\$11.65	\$120.57
Band 2		\$16.65	\$120.57
Band 3		\$22.20	\$120.57
Band 4		\$29.26	\$120.57
Band 5		\$42.84	\$120.57
Band 6		\$79.98	\$120.57
DS0 4 Wire Digital Data Loop 56 or 64 kbps			
Band 1		\$20.30	\$171.41
Band 2		\$29.03	\$171.41
Band 3		\$38.72	\$171.41
Band 4		\$51.02	\$171.41
Band 5		\$74.70	\$171.41
Band 6		\$139.46	\$171.41
DS1 4 Wire Digital Data Loop DS1/T1/ISDN-PRI			
Band 1		\$64.49	\$194.38
Band 2		\$74.96	\$194.38
Band 3		\$84.83	\$194.38
Band 4		\$97.36	\$194.38

Band 5		\$124.02	\$194.38
Band 6		\$194.40	\$194.38
DS3		ICB	
Loops - Digital			
2-Wire, First Line			\$120.57
2-Wire, Add'l Line			\$72.93
4-Wire, First Line			\$171.41
4-Wire, Add'l Line			\$122.90
DS1, First Line			\$194.38
DS1, Add'l Line			\$145.87
Loops - High-Capacity NRC			
Add DS3, OC3 or OC12 to an existing fiber optic system			\$86.28
DARK FIBER SOURCE FEEDING NRC			
Interoffice, per foot per fiber			
Band 1		\$0.0047	
Band 2		\$0.0091	
Band 3		\$0.0125	
Band 4		\$0.0183	
Band 5		\$0.0261	
Feeder, per fiber			
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	
Distribution Price Per Fiber		\$24.61	
Loops - Dark Fiber NRC			
Dark Fiber Loop-Initial Patch Cord Installation, Field Location			\$20.16
Dark Fiber Loop-Add'l 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 - Initial Installation, 1-4 Patch Cords, per C.O.			\$171.50
Dark Fiber End-to-End Testing, Initial Strand			\$47.51
Dark Fiber End-to-End Testing, Subsequent Strands			\$14.40
Misc. Components - Dark Fiber			
Fiber Patch Cord		\$0.88	

Fiber Patch Panel		\$1.02	
	SUBJECT	SOURCE	RECURRING RATE
2 Wire Voice Grade Feeder			
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	
4 Wire Voice Grade Feeder			
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	
2 Wire Voice Grade Distribution			
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	
4 Wire Voice Grade Distribution			
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	
2 Wire Digital Data Feeder			
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	
4 Wire Digital Data Feeder			
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	
2 Wire Digital Data Distribution			
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	
4 Wire Digital Data Distribution			
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	
Loops - Sub-Loops NRC			
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
2-Wire Disconnect Charge			\$20.79
4-Wire Disconnect Charge			\$25.12
LOCAL SWITCHING		SOURCE	RECURRING RATE NRC

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
Customized Routing			
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
Operator Services Branding			
0+ Ten Digits			\$3,643.19
411			\$800.00
FEATURES			
	SOURCE	RECURRING RATE	NRC
CCF Package *		\$0.23	\$3.25
CLASS Package *		\$4.74	\$3.90
CENTREX Package *		\$10.47	\$24.86
- 3 Way Conf / Consult / Hold Transfer		\$1.80	\$15.73
- Conf Calling - 6 Way Station Control		\$2.35	\$15.73
- Dial Transfer to Tandem Tie Line		\$0.12	\$74.54
- Direct Connect		\$0.03	\$15.73
- Meet Me Conference		\$17.03	\$22.84
- Multi-Hunt Service		\$0.08	\$15.73
INTERIM NUMBER PORTABILITY			
	SOURCE	RECURRING RATE	NRC
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 9	
INP RATES SPECIFIC TO ACCESS SETTLEMENTS	SOURCE	RECURRING RATE	NRC
Per INP Line		\$5.89	
TANDEM SWITCHING	SOURCE	RECURRING RATE	NRC
		\$0.002085	
TRANSPORT	SOURCE	RECURRING RATE	NRC
DS1		See attached transport worksheet	\$79.80
DS3		See attached transport worksheet	\$86.28
Shared		\$0.000711	N/A
911 Trunk 2-Wire Analog			\$116.44
Transport - DS1 Dedicated - Install			\$79.80
Transport - DS3 Dedicated - Install			\$86.28
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
UNE OBLIGATIONS	SOURCE	RECURRING RATE	NRC
UNE Platform			
UNE-P 2-Wire Analog Loop - First Line,Switching,Common Transport			\$72.98
UNE-P 2-Wire Analog Loop - Add'l Line ordered same time/loc, switching, common transport			\$23.61
UNE-P 2-Wire Analog Loop - migrate Loop, switching, common transport			\$14.21
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
DS0 Loop		See Loop UNE Prices	
DS1 Transport		See Transport UNE Prices	
Channel Bank Shelf/Common (per DS1)		\$163.59	
Channel Bank Card (per DS0)		\$4.74	
Enhanced Extended Link (EEL 2); DS1 Loop, DS1 Transport			
EEL 2 - DS1 Loop, DS1 Interoffice Transport			\$274.18
DS1 Loop		See Loop UNE Prices	
DS1 Transport		See Transport UNE Prices	
Enhanced Extended Link (EEL 3); DS1 Loop, 3/1 Mux, DS3 Transport			
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
DS1 Loop		See Loop UNE Prices	
DS1 Transport		See Transport UNE Prices	
3/1 Multiplexing 9per DS3)		\$228.26	
Enhanced Extended Link (EEL 4); DS3 Loop, DS3 Transport			
EEL 4 - DS3 Loop, DS3 Interoffice Transport			ICB
EEL 4 - DS3 Loop, DS3 Transport - Migrate			\$97.08
INTERCONNECTION			
Traffic Termination		Ref Sec 34.1.5	NA
Transport			
DS1		Rate Varies	\$79.80
DS3		Rate Varies	\$86.28
Common		\$0.000711	N/A
SOURCE			
RECURRING			
REG			

RATE			
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
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE			
	SOURCE	RECURRING RATE	NRC
STP Port		\$422.40	\$308.00
STP Switching		\$0.76	N/A
STP Transport Link 56.0 Kbps SS7 Link per month	IES Tariff	\$82.00	N/A
STP Transport Link 56.0 Kbps 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	\$71.61
Originating Point Code (OPC)	IES Tariff		\$21.55
GlobalTitle Address Translation (GTT)	IES Tariff		\$10.77
LINE INFORMATION DATABASE			
	SOURCE	RECURRING RATE	NRC
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	
DIRECTORY ASSISTANCE SERVICES			
	SOURCE	RECURRING RATE	NRC
DA Database Listing & Update per listing or update		\$0.05	
DA Data Base Query Service per query		\$0.0100	
TOLL AND LOCAL OPERATOR SERVICES			
	SOURCE	RECURRING RATE	NRC
Toll and Local Assistance Service (Live)		\$0.414	
DA OPERATOR SERVICE			
	SOURCE	RECURRING RATE	NRC
DA Operator Service (Live)		\$0.353	
DS0 TRUNKED PORT			
	SOURCE	RECURRING RATE	NRC
Per DSO Equivalent Port		\$15.81	\$116.44

SYSTE INDEX GUIDE	SOURCE	RECURRING RATE	NRG
Monthly Charge		\$41.00	
Tape Charge		\$50.00	
OPERATIONAL SUPPORT SYSTEMS	SOURCE	RECURRING RATE	NRG
OSS Interfaces		ICB	

Originating	Terminating	DS1 Band #	Dedicated DS1	DS3 Band #	Dedicated DS3	
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	10	\$ 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	WNDRFLXA	\$	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	HMSNFLXA	\$	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	NPLSFLXD	\$	307.76	\$	11,117.08	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	WNDRFLXA	\$	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	HMSPFLLXA	\$	71.95	\$	1,771.38	0.000711
CHSWFLXA	INVRFLXA	\$	260.80	\$	5,018.74	0.000711
CHLKFLXA	GNVLFLXA	\$	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	ARPNFLXA *	\$	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
CRVWFLXA	DFSPFLXA	\$	149.76	\$	3,535.09	0.000711
CFVLFLXA	TLHSFLXD	\$	271.23	\$	6,512.95	0.000711
CRVWFLXA	LRHLFLXA *	\$	71.95	\$	1,178.36	0.000711
CRRVFLXA	HMSPLFLXA	\$	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	NPLSFLXD	\$	156.33	\$	3,832.70	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
FTMYFLXC	NPLSFLXD	\$	156.33	\$	3,832.70	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	LKLDLFLXA	\$	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
GNVFLXA	LEE_FLXA	\$	196.34	\$	5,018.74	0.000711
GNVFLXA	MDSNFLXA	\$	124.39	\$	3,247.36	0.000711
GNVFLXA	MNTIFLXA	\$	138.82	\$	2,654.34	0.000711
GNVFLXA	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
HMSPFLXA	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	LWTFYFLXA	\$	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	WNPKFLXE	\$	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	WNPKFLXA	\$	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	4	\$ 124.39	4	\$ 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	WNPKFLXA	\$	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	WNPFLXA	\$	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
NNPLFLXA	NPLSFLXD	\$	156.33	\$	3,832.70	0.000711
NPLSFLXA	NPLSFLXC	\$	86.39	\$	1,178.36	0.000711
NPLSFLXA	NNPLFLXA	\$	156.33	\$	3,832.70	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	HMSPLXA	\$	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	WNPFLXE	48	\$40.00		ICB	0.000711
PNACFLXA	ARPNFLXA *	\$	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	ARPNFLXA *	\$	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	ARPNFLXA *	\$	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	ARPNFLXA *	\$	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	ARPNFLXA *	\$	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	ARPNFLXA *	\$	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	ARPNFLXA *	\$	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	ARPNFLXA *	\$	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	10	\$	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



MASTER COLLOCATION LICENSE AGREEMENT

January 15, 2001

Time Warner Telecom of Florida, L.P.

and

Sprint -Florida, Incorporated

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**SPRINT LOCAL TELEPHONE COMPANIES
MASTER COLLOCATION LICENSE AGREEMENT**

This Agreement is made this 15th day of January 2001, by and between Time Warner Telecom of Florida, L.P. ("TWTC"), the ("Licensee") and Sprint – Florida, Incorporated ("Sprint").

1. DEFINITIONS.

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

- 1.1. "Act" means the Communications Act of 1934, as amended.
- 1.2. "Cable Vault" shall mean a location in the Building where facilities enter the Building from the Outside Cable Duct and access the Inner Duct for distribution within the Building.
- 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 a Central Office Building, 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 Agreement.
- 1.5. "Collocation Space" shall mean an area of space as agreed between the parties, located in a Building 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 structure other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment.
- 1.7. "Date of Occupancy" shall mean the date on which Licensee first occupies the Collocation Space pursuant to this Agreement.
- 1.8. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.9. "LOE" shall mean Licensee-owned equipment.

- 1.10. "Outside Cable Duct" shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.11. "Licensee" shall mean Time Warner Telecom of Florida, L.P. ("TWTC").
- 1.12. "Property" shall mean the Building along with any real estate owned, leased or controlled by Sprint and used by Sprint in any way relating to the Building.
- 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.
- 1.14. "Site Collocation License" shall mean the individual license granted to Licensee hereunder to occupy Collocation Space in any particular Building or CEV.

2. SCOPE OF AGREEMENT.

- 2.1. This Agreement 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 as specifically identified on a completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as Attachment 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 Agreement.
- 2.2. Prices and fees for collocation and other services under this Agreement in the states covered in Attachment C are contained on the Attachment C price list. Prices and fees for collocation and other services under this Agreement in the states other than those covered in Attachment C will be developed by Sprint based on the specific site application submitted by Licensee. In the event Sprint files tariffs for pricing of collocation and other services covered by this agreement, such tariffs will control as of the date the tariff becomes effective.

3. TERM AND TERMINATION

- 3.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if TWTC has any outstanding past due undisputed payment obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full
- 3.2. This Agreement shall terminate 2 years from the effective date or at the same time the Interconnection Agreement terminates.

4. PHYSICAL COLLOCATION PROCESS.

4.1. Selection and Application

- 4.1.1. Upon Licensee's selection of a Property 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, Attachment B, 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 documented costs incurred by Sprint (e.g., engineering record search and administrative activities required to process the application), will be refunded.
 - 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 the collocation within 30 days of receipt of the application and/or as directed by any local Commission.
- 4.2. Denial of Application. After notifying the Licensee that the Sprint has no available space in the requested Central Office ("Denial of Application"), 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 Property, 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 Agreement.

- 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, such as power, grounding, heating, air conditioning, are available, Sprint will make reasonable good faith efforts to provide caged physical collocation within ninety (90) calendar days, or as it may be ordered to provide by the appropriate State Commission, 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, such as power, grounding, heating, air conditioning, are available, Sprint will make reasonable good faith efforts to provide cageless physical collocation within sixty (60) calendar days, or as it may be ordered to provide by the appropriate State Commission, 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 conditioned, withheld or delayed. 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 and communicate or post

- 5.2. Water. Sprint, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Sprint, for the non-exclusive use of Licensee, 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 Property 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 unless Sprint has failed to provide Building and Property security in accordance with its normal business practices.
- 5.4. Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which Licensee has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. 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 - 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 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 (caged collocation) 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 shall 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 Sprint in writing upon execution of any agreement to share collocation space 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 Agreement 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 Agreement 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. The Licensee will provide DC power to the adjacent structure.

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 and notify Licensee of Sprint's approval or rejection within thirty (30) calendar days after Sprint receives Licensee's plans and specifications. Unless Licensee receives a written rejection from Sprint with the reason for rejection, stating the changes to the plans and specifications that Sprint requires, such plans and specifications will be deemed approved by Sprint. 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 Telecordia 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 reasonable business judgement, 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 available for collocation.

- 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 documented 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 shall use reasonable efforts to ensure that its use of electric current shall never exceed the capacity of existing feeders to the Building or the Collocation Space, when reviewed in conjunction with electrical usage of other occupants in the Building.
- 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., Telecordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;
- 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 Telecordia 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. 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 device(s) 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 Property, 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 20 days after written notification, provided that such delays are not caused by Licensee, Licensee shall have the right, after 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 appropriate, 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 reasonable business judgement, 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. In such event, Sprint will make reasonable efforts to notify Licensee as soon as possible. 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 documented 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 thirty (30) days after being billed for such repairs and maintenance by Sprint.

6.12.4. Sprint shall provide Licensee with written notice, which may be given electronically, 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 by email of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as appropriate after Sprint learns that such outage has occurred.

6.13. Interruption of Services. Sprint reserves the right to stop any service when Sprint deems, in its reasonable business judgment, such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Sprint agrees to use its best efforts not to interfere with 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.

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 Agreement or the applicable Site Collocation License. Sprint shall have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

6.14. Licensee Right of Access. Subject to reasonable building rules and any applicable Security Arrangements, which Sprint hereby warrants and represents that it applies uniformly to its employees and contractors, 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. 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. Within five (5) Business Days of receipt of such notice, Licensee shall either (i) provide Sprint written notice that Licensee relinquishes such space or (ii) enforce its reservation of such 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 that has been approved as a Sprint Certified Vendor to perform all installation work required in the Collocation Space. Sprint shall provide Licensee with a list of Certified Vendors upon request. The Certified 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 Certified Vendor shall bill Licensee directly for all work performed pursuant to this Agreement and Sprint shall have no liability for nor responsibility to pay such charges imposed by the Certified 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 to provide enhanced services. All collocated equipment must comply with Telecordia 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 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.

- 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 when Licensee has completed its installation of equipment and facilities in the Collocation space, and Sprint shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify 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. 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 Agreement 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 Safety and Health 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, where practicable, 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. 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. 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 lawfully and 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. Sprint will follow up any oral objection with written notice to Licensee confirming such objection.
- 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. 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, at its expense, provide a security escort to Licensee personnel while in the Building. While such escort shall not be a requirement to or delay Licensee's entry into the Building or access to the Collocation Space, Licensee must allow the security escort to accompany Licensee personal at all times and in all areas of the Building, including the Collocation Space, if so requested 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, at its own expense, may 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, with the prior written consent of Sprint, shall 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 reasonable and documented direct 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 Building 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 reasonable and documented direct cost thereof in the same proportion as the size of the Licensee's Collocation Space as compared to the total available collocation space in the affected portion of the Building.

- 7.13. Hazardous Materials. Licensee shall identify and shall notify Sprint in writing of any Hazardous Materials Licensee may bring onto the Property, 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 that 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 property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.
- 7.13.2. If Sprint discovers that Licensee has brought onto Sprint's Property Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, and such storage or disposal has not been remedied after ten (10) days written notice from Sprint to Licensee, Sprint may, at Sprint's option and without penalty, terminate the applicable Site Collocation License or, in the case of pervasive violation, this Agreement 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 Agreement. If Sprint properly elects to terminate the applicable Site Collocation License or this Agreement or discontinue the performance of services hereunder due to the improper storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, Licensee shall have no recourse against Sprint and shall be responsible for all reasonable and documented direct 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 Agreement.

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 reasonable 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) to the extent arising out of, or in connection with, Licensee's use, storage or disposal of Hazardous Materials in or around the building.

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 Agreement.

7.14. Various Prohibited Uses. Neither party shall 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. Neither party shall 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 the other party, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Property, except to the extent necessary for Sprint to provide service pursuant to its carrier of last resort obligations

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 Property any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Section 2 of this Agreement 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.
- 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 persons with disabilities.
- 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 Property and the Collocation Space and its tenants and occupants, which rules and regulations Sprint will from time to time communicate or post, 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 Agreement or any extension hereof.

7.16. Alterations. Licensee shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of Licensee. This section shall not apply to any changes, maintenance or repair to LOE within the Collocation Space.

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 Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. Licensee shall permit Sprint to inspect all construction operations within the Collocation Space and to approve contractors, which approval shall not be unreasonably conditioned, withheld or delayed. 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 Agreement. 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 Agreement, 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 Agreement is and shall be true and correct, at the time of submission, to the best of the Licensee's knowledge and belief. Each party represents and warrants to the other that it has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

8. RIGHTS RESERVED TO SPRINT.

- 8.1. Sprint shall have the following rights, and others not specifically excluded in this Agreement, exercisable without notice and without liability to Licensee for damage or injury to property, person or business (all claims for damage being hereby released unless caused by Sprint's gross negligence or willful misconduct), 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 Property;
- 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 enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary, in its

reasonable business judgment. Licensee hereby waives any claim for damage, injury, interference with Licensee's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result from the gross negligence or willful misconduct of Sprint;

- 8.7. To use any means Sprint may deem proper, in its reasonable business judgment, to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Sprint by any such means during an emergency 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;
- 8.8. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon 30 days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide telecommunications services to its end user customers. In such cases, Sprint will reimburse Licensee for reasonable direct costs and expenses in connection with such reclamation;
- 8.9. To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements, including the assignment of collocation space to Licensee and other parties;
- 8.10. 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 Property. 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;
- 8.11. 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 Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at Licensee's sole risk and responsibility;
- 8.12. 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 Property, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), so long as alterations, additions and improvements or permanent or temporary relocation do not adversely affect LOE or Licensee's services to its end users, 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 Property 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;

- 8.13. To do or permit to be done any work in or about the Collocation Space or the Property or any adjacent or nearby building, land, street or alley, exercising prudence and reasonable care;
- 8.14. To grant to anyone the exclusive right to conduct any business or render any service on the Property, provided such exclusive right shall not violate any term or condition of this Agreement or operate to exclude Licensee from the use expressly permitted by the applicable Site Collocation License or this Agreement, unless Sprint exercises its lawful right to terminate the applicable Site Collocation License or this Agreement with respect to all or a portion of the Collocation Space;
- 8.15. 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;
- 8.16. 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;
- 8.17. To designate all spaces to be occupied by Licensee under the applicable Site Collocation License;
- 8.18. To perform all work, using Sprint employees or contractors, necessary to ready the Collocation Space for Licensee's use;
- 8.19. To exercise all other rights reserved by Sprint pursuant to the provisions of the applicable Site Collocation License or this Agreement; and
- 8.20. To inspect the installation of LOE in the Collocation Space prior to the connection of facilities to the Collocation Point of Termination.

9. INSURANCE.

- 9.1. Licensee shall carry insurance, at Licensee's expense, insuring Licensee and, except for worker's compensation, naming Sprint as additional insured and/or loss payee, as its interest may appear. Such insurance shall contain such terms and conditions, provide such coverages and exclusions and be written by such companies with a minimum A.M. Best's insurance rating, or equivalent industry rating, of A VII. As of the Commencement Date, Licensee shall maintain the following coverages in the following amounts; provided, however, that Sprint

retains the right to require additional and/or different coverages and amounts during the Term of this Agreement:

- 9.1.1. Commercial general liability insurance, occurrence form, in limits of not less than \$1,000,000 per each occurrence for bodily injury, personal injury and property damage liability to include coverage for products/completed operations and explosion, collapse and underground liability;
 - 9.1.2. "All Risk" Property insurance on a full replacement cost basis, insuring Licensee's real and personal property situated on or within the Property. Licensee may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur;
 - 9.1.3. Commercial Auto insurance, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage liability;
 - 9.1.4. Worker's Compensation insurance in accordance with statutory requirements, and Employers' liability with a minimum amount of \$500,000 per accident; and
 - 9.1.5. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate to provide excess limits over all primary liability coverages.
- 9.2. The limits of the insurance policies obtained by Licensee as required above shall in no way limit Licensee's liability to Sprint should Licensee be liable to Sprint under the terms of the applicable Site Collocation License or this Agreement or otherwise.
 - 9.3. Licensee shall furnish to Sprint an Accord certificate or certificates of insurance, evidencing that the above coverage and conditions are in force and have been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Sprint.
 - 9.4. All policies required of the Licensee shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.

10. INDEMNIFICATION.

- 10.1. Licensee shall indemnify and hold Sprint harmless from any and all claims arising from:
 - 10.1.1. Licensee's use of the Collocation Space;

- 10.1.2. the conduct of Licensee's business or from any activity, work or things done, permitted or suffered by Licensee in or about the Collocation Space or elsewhere;
 - 10.1.3. any and all claims arising from any breach or default in the performance of any material obligation on Licensee's part to be performed under the terms of this Agreement; and
 - 10.1.4. any negligence of the Licensee or its agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
- 10.2. If any action or proceeding is brought against Sprint by reason of any such claim, Licensee, upon prompt notice from Sprint, shall defend same at Licensee's expense, and Sprint shall provide all reasonable cooperation necessary in Licensee's efforts to so defend. Licensee, as a material part of the consideration to Sprint, hereby assumes all risk of damage to property or injury to persons in, upon or about the Collocation Space arising from any cause other than the sole negligence of Sprint, except that caused by Sprints's gross negligence or willful misconduct, and Licensee hereby waives all claims in respect thereof against Sprint.
- 10.3. Licensee shall at all times indemnify, defend, save and hold harmless Sprint and the Collocation Space free, clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Licensee, or out of any work performed, material furnished, or obligations incurred by Licensee in, upon or otherwise in connection with the Collocation Space. Licensee shall give Sprint written notice at least 10 business days prior to the commencement of any such work performed on the Collocation Space in order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce Licensee's liability under this section.
 - 10.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space as a result of Licensee's acts or omissions, Licensee shall give Sprint written notice thereof as soon as Licensee obtains such knowledge.
 - 10.3.2. Licensee shall, at its expense, within 60 days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of Licensee, from obtaining such discharge and release if Licensee fails or refuses to do the same within the 60 day period.
 - 10.3.3. If Licensee has first discharged the lien as provided by law, Licensee may, at Licensee's expense, contest any mechanic's lien in any manner permitted by law.

11. LIMITATION OF LIABILITY.

- 11.1. SPRINT SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF LICENSEE'S EQUIPMENT AND OTHER PROPERTY ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY SPRINT'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.
- 11.2. NEITHER PARTY WILL BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES and or, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

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, either party, at its option, may choose to terminate the Site Collocation License for such Collocation Space without any further liability therefore under the terms of this paragraph. Sprint may choose not to restore the Collocation Space to its previous condition, and terminate the Site License for the Collocation Space upon notice to Licensee within 90 days after the occurrence of such casualty. Licensee may terminate the Site License for the Collocation Space upon notice to Sprint within 30 days after the occurrence of such casualty. If Licensee chooses not to terminate, and Sprint elects to restore the Collocation Space to its previous condition, the License fee hereunder shall abate until Sprint shall complete all repairs to the damage to the Collocation Space caused by such casualty, unless such casualty was caused by Licensee's acts or omissions.
- 12.2. Notwithstanding any other provision of this Agreement 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 reasonable and documented cost of such repairs, 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 un-occupiable, notwithstanding that the Collocation Space may be directly unaffected, 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.

- 12.4. Notwithstanding any other provision of this Agreement, Sprint shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received.

13. EMINENT DOMAIN.

- 13.1. If the Property, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, the Term of the applicable Site Collocation License shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Property, or if the grade of any street or alley adjacent to the Property is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Property to conform to the changed grade, Sprint shall have the right to terminate the applicable Site Collocation License upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to Licensee for such cancellation, and the Licensee shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

14. LICENSE TERMINATION.

- 14.1. At the termination of the applicable Site Collocation License or this Agreement, by lapse of time or otherwise, 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 reasonable and documented 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 written 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, at the time of Licensee's submission of plans and specifications regarding such installation, addition, or improvement, Sprint stated in writing that it would require the removal of same upon termination or expiration of the applicable Site Location License, 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 pay to Sprint the reasonable and documented direct cost of such removal and of any necessary restoration of the Collocation Space within thirty (30) days of receipt of an invoice therefor. 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 within 10 days of termination of the applicable Site Collocation License or this Agreement and not required by Sprint to have been removed as provided in the applicable Site Collocation License or this Agreement, shall be conclusively presumed to have been abandoned by Licensee and title thereto shall pass to Sprint under this Agreement 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.**

- 15.1. If Sprint fails or refuses to perform any of the provisions, covenants or conditions of the applicable Site Collocation License of this Agreement, and such default shall continue for 30 or more days after notice thereof shall have been given to

Sprint, then Sprint shall be deemed in default and Licensee may enforce the performance of the applicable Site Collocation License or this Agreement in any matter provided by law.

- 15.2. If the default complained of is of such a nature that it can be rectified or cured, but cannot with reasonable diligence be completed within a 30 day period, then such default shall be deemed to be rectified or cured if Licensee shall, within the 30 day period, commence to rectify and cure the default and shall complete such rectification and cure with all due diligence and, in any event, within 40 days from the date of giving of such notice.

16. DEFAULT OF LICENSEE.

- 16.1. If Licensee defaults in the prompt payment of any portion of the charges (and such default shall continue for 10 or more days after written notice from Sprint) or if Licensee fails or refuses to perform any of the other covenants or conditions of the applicable Site Collocation License or this Agreement (and such default shall continue for 30 or more days after notice thereof shall have been given to Licensee), then Licensee shall be deemed in default and Sprint may enforce the performance of the applicable Site Collocation License or this Agreement in any manner provided by law.
- 16.2. Unless Licensee shall cure the default upon the date and time set forth in the notice, Sprint shall have the right, without further notice or demand, to:
- 16.2.1. terminate Licensee's right to possession, without terminating the applicable Site Collocation License or this Agreement, or re-enter and remove all person and property without prejudice to Sprint's remedies for breach of contract, or arrears of Total Fees, and
- 16.2.2. resume possession of the Collocation Space occupied by Licensee and declare the Term of the applicable Site Collocation License or this Agreement ended and terminate all of the rights of Licensee in and to the Collocation Space, and Licensee shall pay Sprint all unpaid Total Fees due under the applicable Site Collocation License or this Agreement for the remainder the original term hereof.
- 16.3. If the default complained of is of such a nature that it can be rectified or cured, but cannot with reasonable diligence be completed within a 30 day period, then such default shall be deemed to be rectified or cured if Licensee shall, within the 30 day period, commence to rectify and cure the default and shall complete such rectification and cure with all due diligence and, in any event, within 40 days from the date of giving of such notice.
- 16.4. Litigation. The losing party shall pay all of the prevailing party's reasonable and documented direct costs, charges and expenses, including the reasonable fees of counsel, agents and others retained by the prevailing party, incurred in enforcing losing party obligations hereunder or incurred by the prevailing party in any

litigation, negotiation or transaction in which the losing party causes prevailing party, without the prevailing party's fault, to become involved or concerned.

- 16.5. Expenditures. Whenever under any provision of this Agreement, either party shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and such party fails, refuses or neglects to perform as required herein, the non-defaulting party shall be entitled, but shall not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of the defaulting party. In such event, the amount thereof with interest thereon as hereinafter provided, shall be collectible on demand. All such interest amounts shall be at lower of the rate of 1.5% per month or the highest lawful rate calculated per month until repayment in full is made by the defaulting party.

17. REMEDIES OF SPRINT.

- 17.1. If the owner of the Building or Sprint sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Sprint shall use its best efforts to obtain a non-disturbance clause in favor of Licensee.
- 17.2. All rights and remedies of Sprint herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.

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 either party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare such party insolvent or unable to pay its debts, or either party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for it or for the major part of its property, the other party, in its sole discretion, and with or without notice of such election or other action by Sprint, may forthwith terminate this Agreement.

19. CONFIDENTIALITY AND PUBLICITY.

- 19.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 19.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall

- 19.2.1. use it only for the purpose of performing under this Agreement,
 - 19.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
 - 19.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 19.3. Recipient shall have no obligation to safeguard Confidential Information
- 19.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 19.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 19.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 19.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 19.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 19.5. Each Party agrees that in the event of a breach of this Article 19 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 19.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This section shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 19.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any

press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

19.8. Except as otherwise expressly provided in this Article 19, 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.

20. SUBORDINATION.

20.1. Any applicable Site Collocation License and this Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and Licensee agrees, upon reasonable written demand, to execute any appropriate instrument as may be required to effectuate such subordination.

21. ASSIGNMENT.

21.1. This Agreement and any Site Collocation License hereunder are not assignable in part; any attempt to assign this Agreement or any Site Collocation License hereunder in part will be considered a material breach hereof.

21.2. This Agreement and any Site Collocation License hereunder are not assignable in whole by Licensee without the prior written consent of Sprint, which consent shall not be unreasonably withheld; provided, however, that Licensee may assign this Agreement and any Site Collocation License hereunder in whole to a subsidiary or affiliate of Licensee or as a result of a merger or acquisition, or succeeding party without Sprint's prior written consent, if such subsidiary or affiliate (i) agrees in writing to be bound by the terms of this Agreement and any Site Collocation License hereunder, and (ii) provides Sprint with any and all evidence of its compliance with the terms hereof as would have been required of Licensee had this Agreement and any Site Collocation License hereunder not been assigned, including, but not limited to, current certificates of insurance as required by Section 9 hereof.

21.3. Any attempt to assign this Agreement and any Site Collocation License hereunder that is not in accordance with the terms of Section 21.1 above, shall be void and of no effect. Sprint's consent to any assignment of this Agreement and any Site Collocation License hereunder shall not be deemed a waiver of the need to obtain such consent as to any future assignment or of Sprint's right to withhold consent to such assignment. If Licensee requests that Sprint consent to the assignment of this Agreement and any Site Collocation License hereunder, Licensee shall pay all reasonable and documented direct costs and expenses, including, but not limited to, reasonable attorneys' fees, of Sprint in evaluating, processing, documenting, administering and approving such assignment, whether or not the requested assignment is eventually approved.

- 21.4. In no event shall this Agreement or any rights or privileges hereunder be an asset of Licensee under any bankruptcy, insolvency or reorganization proceedings.
- 21.5. Sprint may assign this Agreement and any Site Collocation License hereunder and thereafter shall not be liable hereunder, provided that Sprint provides Licensee with no less than sixty (60) days prior written notice, and Licensee thereafter shall have forty-five (45) days in which to notify in writing Sprint of its intent to terminate any Site Collocation License or this Agreement without further liability therefor.
- 21.6. Subject to the terms of this Agreement, Sprint and Licensee agree that the applicable Site Collocation License and this Agreement shall bind and inure to the benefit of the respective successors and assigns of both Sprint and Licensee.

22. ENTIRE AGREEMENT.

- 22.1. This Agreement, and any Exhibits that are made a part of this Agreement, subject only to the terms of any applicable tariff on file with the state Commission or the FCC, contains the entire agreement between the parties.

23. NO PARTNERSHIP.

- 23.1. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint ventures or of any other association between Sprint and Licensee.

24. MISCELLANEOUS.

- 24.1. Force Majeure. Wherever there is provided in the applicable Site Collocation License or this Agreement a time limitation for performance of any construction, repair, maintenance or service, the time provided for shall be extended for as long as, and to the extent that, delay in compliance with such limitation is due to an act of God, strikes, governmental control or other factors beyond the reasonable control of Sprint or Licensee.
- 24.2. Unenforceable Provisions. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court or regulatory agency to be invalid, void, or unenforceable, the remainder of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 24.3. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement

or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 24.4. Contingency. This Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.
- 24.5. Notice. Any notice to be given by either party to the other pursuant to the provisions of this Agreement or of any law, present or future, shall be given in writing by personal service, by certified or registered mail with postage prepaid and return receipt requested, or by recognized courier service to the other party for whom it is intended.
- 24.6. Any notice or demand to Sprint shall be addressed to:
- Sprint:
Director
Local Carrier Markets
Sprint
2330 Shawnee Mission Pkwy
Mailstop KSFRWB0301
Fairway, KS 66205

Any notice or demand to Licensee shall be addressed to:

Tina Davis
VP & Assistant General Counsel
Time Warner Telecom
Park Ridge One
10475 Park Meadows Drive
Littleton, CO 80124

With Copy to:
Pamela Sherwood
VP Regulatory, Mid West Region
Time Warner Telecom
4625 W 86th Street

- 24.6.1. Any party to this Agreement may change its address for the purpose of receiving notices or demands by a written notice to the other party, given in the manner described in this Section. Such notice of change of address shall not become effective, however, until the actual receipt by the other party.
- 24.7. Headings. The headings of this Agreement are for convenience only and shall not be used to construct or modify the terms of this Agreement.
- 24.8. Execution in Counterparts. This Agreement may be executed in copies, each of which shall constitute an original, but any of which taken together shall constitute one in the same document. In the event of a conflict between the provisions of any original Agreement with the provisions of any other original Agreement, the provisions of Sprint's original Agreement will govern and control.
- 24.9. Brokers. Licensee warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Sprint from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 24.10. Waiver of Default. Sprint and Licensee agree that the waiver by either party of a breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same any other term, covenant or condition.
- 24.11. Changes to Agreement. This Agreement and all of its terms, provisions, covenants and conditions cannot be changed or terminated orally. This Agreement may only be modified or amended by an instrument in writing executed by Sprint and Licensee.
- 24.12. Agreement Effective. Submission of this instrument for examination or signature by Sprint does not constitute a reservation of or option for license, and it is not effective, as a license or otherwise, until execution and delivery by both Sprint and Licensee.
- 24.13. Representations. Neither Sprint nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by Licensee by implication or otherwise unless expressly set forth herein.
- 24.14. Work Stoppages. In the event of work stoppages, Sprint may establish separate entrances for use by personnel of Licensee. Licensee shall comply with any emergency operating procedures established by Sprint to deal with work stoppages.

24.15. Governing Law. The laws of the State of Florida shall govern the validity, construction, performance and effect of this Agreement.

24.16. Authorized Representatives. The individuals executing this Agreement on behalf of Licensee represent and warrant to Sprint that they are fully authorized and legally capable of executing this Agreement on behalf of Licensee.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SPRINT

By: _____

William E. Cheek
(Printed Name)

Vice President – Sales & Account Management
(Title)

INSERT LICENSEE NAME

By: _____

Paul B. Jones
Senior Vice President
(Printed Name) General Counsel & Regulatory Policy

(Title)

Attachment 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 - Nevada 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.

Attachment B

**SITE COLLOCATION LICENSE AGREEMENT
TO MASTER COLLOCATION AGREEMENT**

_____ and _____ are Parties to a Master Collocation Agreement dated _____, 200__. Capitalized terms used in this Site Collocation License Agreement have the same meaning as such terms in the Master Collocation Agreement unless otherwise indicated.

Part I Terms

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

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

6. Type of Physical Collocation

___ Caged Collocation

___ Cageless Collocation

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:

Part II

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	Total (Rate X Quantity)
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.
¹ "MRC" shall mean monthly recurring charge, "NRC" shall mean non-recurring charge.				

2. ADJUSTMENTS

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

Attachment C

PRICE LIST

Section 11: Florida, Indiana, Missouri, and Nevada					
Rate Element Unit of Measure	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 <u>Single</u> 2-Wire Connection	MRC	\$0.94	\$1.19	\$0.85	\$0.96

Section 1: Florida, Indiana, Missouri, and Nevada					
Rate Item Unit of Measure	NRC or VRS	Florida	Indiana	Missouri	Nevada
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	\$36.59	N/A	N/A	N/A
DS1 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$2.93	\$3.84	\$2.72	\$2.99
DS3 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 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.	See Labor Rates Below.	See Labor Rates Below.	See Labor Rates Below.
INSTALLATION AND/OR MAINTENANCE, Per Half Hour	NRC	See Labor Rates Below.	See Labor Rates Below.	See Labor Rates Below.	See Labor Rates Below.
LABOR RATES - BASIC, 1 st 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 st Half Hour	NRC	\$47.22	\$50.00	\$45.00	\$65.00

Section I: Florida, Indiana, Missouri, and Nevada					
Rate Element Unit of Measure	NRC or MRC	Florida	Indiana	Missouri	Nevada
LABOR RATES - OVERTIME, Each Additional Half Hour	NRC	\$21.01	\$35.00	\$35.00	\$50.00
LABOR RATES - PREMIUM, 1 st 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
¹ "MRC" shall mean monthly recurring charge, "NRC" shall mean non-recurring charge.					

Section II - Ohio and Pennsylvania			
Rate Name Unit of Measure	NRC or MRC	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	N/A

Section II - Ohio and Pennsylvania			
Rate Elements Unit of Measure	NRC or MRC	Ohio	Pennsylvania
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 st Half Hour	NRC	\$40.00	\$39.30
LABOR RATES - BASIC, Each Additional Half Hour	NRC	\$25.00	\$21.40
LABOR RATES - OVERTIME, 1 st Half Hour	NRC	\$50.00	\$45.85
LABOR RATES - OVERTIME, Each Additional Half Hour	NRC	\$35.00	\$26.90

Sector 1E Ohio and Pennsylvania			
Rate Element (Unit of Measure)	NRC or MRC	Ohio	Pennsylvania
LABOR RATES - PREMIUM, 1 st Half Hour	NRC	\$60.00	\$49.50
LABOR RATES - PREMIUM, Each Additional Half Hour	NRC	\$50.00	\$30.90
¹ "MRC" shall mean monthly recurring charge, "NRC" shall mean non-recurring charge.			