



Susan S. Masterton  
Attorney

Law/External Affairs  
Post Office Box 2214  
1313 Blair Stone Road  
Tallahassee, FL 32316-2214  
Mailstop FLTLH00107  
Voice 850 599 1560  
Fax 850 878 0777  
susan.masterton@mail.sprint.com

October 18, 2001

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

011375-TP

Re: Approval of Interconnection, Unbundling and Resale Agreement

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and five copies of the Interconnection, Unbundling and Resale Agreement between Sprint-Florida, Incorporated (Sprint) and SBC Telecom, Inc.

This agreement replaces any previous interconnection agreements between Sprint and SBC Telecom, Inc.

If you have any questions on this matter, please contact my assistant Teresa Harless at 850-599-1563

Sincerely,

Susan S. Masterton

cc: Vicki Fernandez  
308 S. Akard Drive, Room 1520-H4  
Dallas, Texas 75202

Enclosure

DOCUMENT NUMBER-DATE

13267 OCT 18 01

FPSC-COMMISSION CLERK

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

*October 12, 2001*

*SBC Telecom, Inc.*

*and*

*Sprint-Florida, Incorporated*

## TABLE OF CONTENTS

	<u>Page No.</u>
PART A -- DEFINITIONS.....	2
1. DEFINED TERMS.....	2
PART B – GENERAL TERMS AND CONDITIONS .....	11
1. SCOPE OF THIS AGREEMENT.....	11
2. REGULATORY APPROVALS.....	11
3. TERM AND TERMINATION.....	12
4. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS .....	13
5. CHARGES AND PAYMENT .....	13
6. AUDITS AND EXAMINATIONS .....	14
7. INTELLECTUAL PROPERTY RIGHTS.....	15
8. LIMITATION OF LIABILITY .....	16
9. INDEMNIFICATION .....	17
10. BRANDING .....	19
11. REMEDIES .....	20
12. CONFIDENTIALITY AND PUBLICITY .....	20
13. DISCLAIMER OF WARRANTIES .....	22
14. ASSIGNMENT AND SUBCONTRACT .....	22
15. GOVERNING LAW .....	22
16. RELATIONSHIP OF PARTIES .....	23
17. NO THIRD PARTY BENEFICIARIES.....	23
18. NOTICES .....	23
19. WAIVERS.....	24
20. SURVIVAL.....	24
21. FORCE MAJEURE.....	24
22. DISPUTE RESOLUTION.....	25
23. COOPERATION ON FRAUD.....	26
24. ACCESS TO RIGHTS OF WAY .....	26
25. TAXES .....	27
26. AMENDMENTS AND MODIFICATIONS.....	27
27. SEVERABILITY.....	27
28. HEADINGS NOT CONTROLLING .....	27
29. ENTIRE AGREEMENT .....	27
30. COUNTERPARTS.....	28
31. SUCCESSORS AND ASSIGNS .....	28
32. IMPLEMENTATION PLAN .....	28
33. FEDERAL JURISDICTIONAL AREAS.....	29
34. GENERAL RESPONSIBILITIES OF THE PARTIES.....	29
35. MISCELLANEOUS .....	31
PART C - GENERAL PRINCIPLES.....	33
1. USE OF FACILITIES .....	33
2. PRICE SCHEDULE.....	33
3. LOCAL SERVICE RESALE.....	33

4.	INTERCONNECTION AND RECIPROCAL COMPENSATION.....	33
5.	UNBUNDLED NETWORK ELEMENTS .....	34
6.	SECURITY DEPOSIT .....	35
	PART D - LOCAL RESALE .....	36
1.	DESCRIPTION AND CHARGES FOR TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE.....	36
2.	GENERAL TERMS AND CONDITIONS .....	36
3.	ANCILLARY SERVICES .....	37
4.	RESPONSIBILITIES OF SPRINT .....	38
5.	RESPONSIBILITIES OF SBCT .....	39
	PART E - NETWORK ELEMENTS .....	40
1.	GENERAL .....	40
2.	UNBUNDLED NETWORK ELEMENTS .....	40
3.	BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING .....	41
4.	NETWORK INTERFACE DEVICE .....	42
5.	LOOP.....	43
6.	SUBLOOPS.....	48
7.	CROSS CONNECTS .....	49
8.	LOCAL SWITCHING .....	49
9.	TANDEM SWITCHING.....	51
10.	TRANSPORT.....	52
11.	SIGNALING SYSTEMS AND DATABASES .....	54
12.	CALL RELATED DATABASES .....	56
13.	DEFINITIONS .....	56
14.	DARK FIBER .....	68
15.	FIBER AVAILABILITY.....	69
16.	SPECIAL ACCESS SERVICE CONVERSION .....	72
17.	LOOP FREQUENCY UNBUNDLING .....	72
18.	MAINTENANCE /SERVICE ASSURANCE .....	79
19.	FORECAST .....	79
20.	INDEMNIFICATION .....	80
21.	LOOP MAKE-UP INFORMATION.....	80
22.	VOICE UNE-P AND EEL .....	81
	PART F- INTERCONNECTION.....	86
1.	LOCAL INTERCONNECTION TRUNK ARRANGEMENT.....	86
2.	INTERCONNECTION COMPENSATION MECHANISMS.....	91
3.	SIGNALING .....	94
4.	PROTOCOL.....	94
5.	ARCHITECTURE.....	95
6.	NETWORK SERVICING.....	95
7.	NETWORK IMPLEMENTATION .....	99
8.	NETWORK MANAGEMENT .....	100
9.	USAGE MEASUREMENT .....	100
10.	TRANSIT TRAFFIC.....	101
11.	NUMBERING.....	102

12. NETWORK TO NETWORK INTERCONNECTION (“NNI”).....	103
13. RESPONSIBILITIES OF THE PARTIES .....	103
PART G - INTERIM NUMBER PORTABILITY .....	105
1. SPRINT PROVISION OF INTERIM NUMBER PORTABILITY .....	105
2. INTERIM NUMBER PORTABILITY .....	105
3. REQUIREMENTS FOR INP .....	106
PART H - LOCAL NUMBER PORTABILITY .....	109
1. INTRODUCTION .....	109
2. TRANSITION FROM INP TO LNP.....	110
3. TESTING .....	111
4. QUERIES.....	111
5. ENGINEERING AND MAINTENANCE .....	111
6. E911/911 .....	111
7. BILLING .....	112
PART I - GENERAL BUSINESS REQUIREMENTS .....	113
1. PROCEDURES .....	113
2. ORDERING AND PROVISIONING.....	114
3. BILLING .....	120
4. PROVISION OF SUBSCRIBER USAGE DATA .....	122
5. GENERAL NETWORK REQUIREMENTS.....	127
6. MISCELLANEOUS SERVICES AND FUNCTIONS .....	128
PART J - PERFORMANCE MEASUREMENTS.....	141
1. REPORTING STANDARDS.....	141
PART K - COLLOCATION .....	142
1. DEFINITIONS. ....	142
2. SCOPE OF PART K.....	143
3. PHYSICAL COLLOCATION PROCESS.....	144
4. USE OF COMMON AREAS.....	148
5. SPRINT'S SERVICES AND OBLIGATIONS. ....	150
6. SBCT'S OBLIGATIONS.....	162
7. RIGHTS RESERVED TO SPRINT.....	169
8. PARTIAL DESTRUCTION.....	171
9. EMINENT DOMAIN.....	171
10. TERMINATION OF COLLOCATION ARRANGEMENT. ....	172
11. ASBESTOS.....	172
12. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION. ....	173
13. SUBORDINATION. ....	175
14. MISCELLANEOUS.....	175
PART L - OPERATIONS SUPPORT SYSTEMS.....	176
1. OPERATIONS SUPPORT SYSTEMS (OSS) .....	176
2. CHANGE MANAGEMENT .....	177

## **INTERCONNECTION AND RESALE AGREEMENT**

This Interconnection and Resale Agreement (the "Agreement"), entered into this 12th day of October, 2001, is entered into by and between SBC Telecom, Inc. ("SBCT") 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 SBCT's use in the provision of exchange access ("Local Interconnection"); and

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

WHEREAS, SBCT wishes to purchase unbundled network elements, ancillary services and functions and additional features, 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 Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of 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, SBCT and Sprint hereby mutually agree as follows:

## PART A -- DEFINITIONS

### 1. DEFINED TERMS

- 1.1. Terms defined in this Part A shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Access Service Request" (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.
- 1.5. "Act" means the Communications Act of 1934, as amended.
- 1.6. "Affiliate" is as defined in the Act.
- 1.7. "Applicable Rules" are defined as the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date.
- 1.8. "Automated Message Accounting (AMA)" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia as GR-1100-CORE that defines the industry standard for message recording.
- 1.9. "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.
- 1.10. "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.

- 1.11. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.12. "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.
- 1.13. "ATU – C" refers to an ADSL Transmission Unit – Central Office.
- 1.14. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.15. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.16. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's Carrier Access Billing System is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.17. "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.
- 1.18. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
  - 1.18.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
  - 1.18.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
  - 1.18.3. "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.
- 1.19. "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.
- 1.20. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of



call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

- 1.21. "Commission" means the Florida Public Service Commission.
- 1.22. "Common Transport" provides a local interoffice transmission path between the Sprint Tandem Switch and a Sprint or SBCT end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.
- 1.23. "Confidential Information" has the meaning set forth in Article 13 of Part B -- General Terms and Conditions.
- 1.24. "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.
- 1.25. "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.
- 1.26. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.27. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.28. "Dedicated Transport" provides a local interoffice transmission path between Sprint and/or SBCT Central Offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.
- 1.29. "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.
- 1.30. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.31. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.32. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.33. "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.

- 1.34. "E911 Customer" a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire services through the use of one telephone number, 911.
- 1.35. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.36. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.37. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.38. "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.
- 1.39. "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).
- 1.40. "End Date" is the date this Agreement terminates as referenced paragraph 4.2 in Part B.
- 1.41. "FCC" means the Federal Communications Commission.
- 1.42. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.43. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.44. "Information Access Traffic," for the purposes of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.
- 1.45. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.46. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by

the initial carrier's serving central office. Upon implementation of Local Number Portability, defined herein, INP services will be discontinued.

- 1.47. "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.
- 1.48. "Local Calling Area" is the area where Local Traffic is originated and terminated.
- 1.49. "Local Loop" - The Local Loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The Local Loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.
- 1.50. "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.
- 1.51. "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.
- 1.52. "Local Traffic," for the purposes of this Agreement "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by the Commissions or, if not defined by the Commissions, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any Information Access Traffic. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.53. "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.54. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and

Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

- 1.55. "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.
- 1.56. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.57. "Network Element" as defined in the Act.
- 1.58. "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.
- 1.59. "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.
- 1.60. "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)
- 1.61. "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.
- 1.62. "Operator Services" provides for:
  - 1.62.1. Operator handling for call completion (e.g., collect calls);
  - 1.62.2. Operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
  - 1.62.3. Special services (e.g., BLV/BLVI, Emergency Agency Call).

- 1.63. "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.
- 1.64. "Parties" means, jointly, Sprint and SBC Telecom, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.65. "Party" means either Sprint or SBC Telecom, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.66. "Percent Local Usage (PLU)" is a calculation that 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.
- 1.67. "Point of Interconnection" or "POI" is a point in the network where the Parties deliver traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. Each Party is responsible for the appropriate sizing, operation, and maintenance of its own facilities and trunking to the Point of Interconnection.
- 1.66. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.68. "Public Safety Answering Point" (PSAP) an answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs received calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.69. "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 SBCT 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 SBCT will provide basic exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 1.70. "Routing Point" means a location which Sprint or SBCT has designated on its own network as the homing (routing) point for traffic inbound to basic exchange services provided by Sprint or SBCT which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the

distance-sensitive transport element charges of switched access services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/ Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

- 1.71. "Services" include local interconnection, local resale, unbundled Network Elements, and Collocation.
- 1.72. "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.
- 1.73. "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.
- 1.74. "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.
- 1.75. "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.
- 1.76. "Switch" means a Central Office Switch as defined in this Part A.
- 1.77. "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).
- 1.78. "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.
- 1.79. "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.

- 1.80. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.81. "Telecommunications" is as defined in the Act.
- 1.82. "Telecommunications Carrier" is as defined in the Act.
- 1.83. "Telecommunication Services" is as defined in the Act.
- 1.84. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or SBCT, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.85. "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.
- 1.86. "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 SBCT at a wholesale rate.
- 1.87. "Wire Center" denotes a building or space within a building that 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.
- 1.88. "xDSL" refers to a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

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

### **1. SCOPE OF THIS AGREEMENT**

- 1.1. This Agreement, including Parts A through L, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection and unbundled Network Elements, and resale of Telecommunications Services. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the Services, pricing, technical and business requirements, and physical and network security requirements.
- 1.2. Sprint will provide notice of network changes and upgrades in accordance with § 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Sprint may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing SBCT notice as required by this section. Sprint agrees to cooperate with SBCT 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. REGULATORY APPROVALS**

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and SBCT shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date (“Applicable Rules”). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, “Amended Rules”), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions required by such Amended Rules relating to any of the provisions in this Agreement.



- 2.3. Notwithstanding any other provision of this Agreement to the contrary § 3.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the dispute resolution provisions of this Agreement, it being the intent of the Parties that this Agreement shall be brought into conformity with the then Amended Rules.

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

- 3.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if SBCT has any outstanding undisputed past due obligations to Sprint, this Agreement will not be effective until such time as any undisputed past due obligations with Sprint are paid in full. No order or request for Services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties.
- 3.2. Except as provided herein, Sprint and SBCT agree to provide service to each other on the terms of this Agreement for a two-year period from the Effective Date (the "End Date").
- 3.3. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof.
- 3.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 3.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice.

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

- 4.1. In the event that this Agreement expires under § 4.2, it is the intent of the Parties to provide in this Section for post-expiration interim Service arrangements between the Parties so that Service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under § 4.3, or for termination upon sale under 4.5, Services that had been available under this Agreement and exist as of the End Date may continue uninterrupted after the End Date at the written request of either Party only under the terms of:
- 4.1.1. a new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
  - 4.1.2. such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of expiration; or
  - 4.1.3. an existing agreement between Sprint and another carrier, adopted by SBCT for the remaining term of that agreement. If neither § 5.1.1 nor 5.1.2 are in effect, and SBCT fails to designate an agreement under this subsection, then Sprint may designate such agreement.
- 4.2. In the event that this Agreement expires under § 4.2, and at the time of expiration, the Parties have commenced negotiations of a new agreement under §252 of the Act, then at the request of either Party, the Parties shall provide each other Services contemplated under this Agreement after the End Date under the same terms as the expired Agreement. Service under these terms will continue in effect only until the earlier to occur of (i) one year from the End Date, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving a successor agreement.

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

- 5.1. In consideration of the Services provided by Sprint under this Agreement, SBCT shall pay the charges set forth in Part C subject to the provisions of §3.2 and §3.3 hereof. The billing and payment procedures for charges incurred by SBCT hereunder are set forth in Part I. In consideration of the Services provided by SBCT under this Agreement, Sprint shall pay the charges set forth in Part C subject to the provisions of §§ 3.2 and 3.3 hereof. The billing and payment procedures for charges incurred by Sprint hereunder are set forth in Part I.
- 5.2. The Parties agree that in order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party agrees to implement control mechanisms and procedures to render a bill that accurately reflects the Services ordered and used by the other Party.

- 5.3. In addition to any other applicable charges under this Article and Part C, if SBCT purchases unbundled local switching elements, SBCT 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 Part C hereto and any explicit intrastate universal service mechanism based on access charges.
- 5.4. Subject to the terms of this Agreement, the Parties shall pay invoices by the due date shown on the invoice. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 5.5. A Party will assess late payment charges to the other 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.
- 5.6. Billed amounts for which written, itemized disputes or claims have been submitted are not due for payment until such disputes or claims have from been resolved in accordance with the provisions governing dispute resolution of this Agreement. For disputes regarding Sprint's bill, itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC") no later than the due date of the related invoice. For disputes regarding SBCT's bill, itemized, written disputes must be sent under the general notice provision of this agreement. A copy of the dispute must be sent with the remittance of the invoice. The disputing Party may only withhold payments for the itemized dispute for charges incurred during or after the current billing cycle. If the disputing Party disputes charges and the dispute is resolved in favor of such disputing Party, the billing Party shall credit the invoice of the disputing Party, no later than the second bill due date after the resolution of the Dispute for the amount derived through the dispute resolution process, along with 1-½ % interest per month for the paid disputed amount from the date of the paid disputed amount. If a disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the unpaid amount derived from the dispute resolution process and 1-½% interest per month from the date the bill was due no later than the second bill due date after the resolution of the dispute.

## **6. AUDITS AND EXAMINIATIONS**

- 6.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The audit period will include no more than the preceding twelve (12) month period as of the date of the audit request. The Parties may employ other persons or firms for this purpose, provided

that such persons or firms do not have a conflict of interest related to other matters before one of the Parties. On-site audits may be conducted at the other Party's locations or the Party's vendors' locations. The Parties will reasonably agree on the scope and manner in which the audit will be performed. Such audit will commence at a time and place agreed on by the Parties, but no later than thirty (30) days after notice thereof.

- 6.2. Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills. Each Party shall maintain records that reasonably document the accuracy of such Party's bills for a minimum of twenty-four (24) months. Each Party's right to access information for audit purposes is limited to data less than twenty-four (24) months in age. The Dispute Resolution provisions of this Agreement shall be used to resolve Disputes arising concerning requests for audits or examinations, or the results of the audits or examinations.
- 6.3. SBCT may require that, at the end of the first year of implementation of this Agreement, Sprint submit to an examination of an element of or process related to Services performed under this Agreement. Subsequent to the first year of implementation, SBCT may require that examinations be performed if: (1) SBCT can show cause that it has a commercially reasonable basis to seek an examination; and (2) the request for examination specifically defines the particular element of or process related to Services that SBCT seeks to examine. All examinations requested by SBCT under this Section shall be conducted at SBCT's expense.
- 6.4. Each Party will promptly correct any billing error that is revealed in an audit. Adjustments, credits or payments will be made and any corrective action will commence within thirty (30) days from receipt of the final audit report. Each Party will bear its own expenses in connection with the conduct of an audit or examination.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any Service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 7.2. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or any liability to, the other Party based on or arising from any claim, demand, or

proceeding by any third party alleging or asserting that the use of any circuit, apparatus or system, or the use of any software, or the performance of any Service or method, or the provision or use of any facilities by either Party under this Agreement, constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

- 7.3. Following notice of an infringement claim against Sprint based on the use by SBCT of a Service or facility, SBCT shall at SBCT's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if SBCT fails to do so, Sprint may charge SBCT for such costs as permitted under a Commission order.

## **8. LIMITATION OF LIABILITY**

- 8.1. Except as otherwise set forth in this agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "consequential damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article 10 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.
- 8.2. Notwithstanding the foregoing, in no event shall Sprint's liability to SBCT 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.
- 8.3. Limited Responsibility. Each Party shall be responsible only for Services and facilities which are provided by that Party, its Affiliates, authorized agents, subcontractors, or others retained by such persons, and neither Party shall bear any responsibility for the Services and facilities provided by the other Party, the other Party's Affiliates, agents, subcontractors, or other persons retained by such persons.
- 8.4. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a Service, unless such Telecommunications Carrier is an authorized agent, subcontractor or other person retained by the Party providing such Service.
- 8.5. Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

- 8.6. Sprint or SBCT shall be liable for damage to or destruction of the other Party's equipment in other premises only if such damage to or destruction of is caused by Sprint or SBCT's negligence or willful misconduct.
- 8.7. Limitation of Damages. Neither Party will be liable to the other Party for any indirect, incidental consequential, reliance, or special damages suffered by third parties (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's Affiliates, and their respective officers, directors, employees, and agents) from any such claim. Nothing contained in this section will limit one Party's liability to the other for (i) willful or intentional misconduct (including gross negligence); or (ii) bodily injury, death, or damage to tangible real or tangible personal property proximately caused by a Party's negligent act or omission or that of their respective agents, subcontractors or employees, nor will anything contained in this section limit the Parties indemnification obligations, as specified below.

## 9. INDEMNIFICATION

- 9.1. 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.
- 9.2. SBCT shall indemnify and hold harmless Sprint from all claims by SBCT's end user subscribers.
- 9.3. Sprint shall indemnify and hold harmless SBCT from all claims by Sprint's end user subscribers.
- 9.4. When the lines or services of other companies and SBCT are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be required to indemnify the other Party for any act or omission of the other companies or carriers.
- 9.5. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services 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
  - 9.5.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the

applicable subscriber for the Service(s) or function(s) that gave rise to such loss, and

9.5.2. Consequential Damages (as defined in Article 9, Limitation of Liability).

9.6. Indemnification Procedures. Whenever a Party asserts indemnification rights under this Article, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.

9.6.1. The Indemnifying Party shall have the right to defend against such Claim, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.

9.6.2. If the Indemnifying Party does not accept the defense of such Claim, or until such time as the Indemnifying Party accepts the defense of such Claim, the Indemnified Party shall have the right to employ counsel for such defense and shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.

9.6.2.1. The Indemnifying Party shall have the right to defend against such Claim, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.

9.6.2.2. If the Indemnifying Party does not accept the defense of such Claim, or until such time as the Indemnifying Party accepts the defense of such Claim, the Indemnified Party shall have the right to employ counsel for such defense and shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.

9.6.3. The Indemnifying Party shall not be liable for settlement by the Indemnified Party if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the Claim tendered to it in writing and has failed to assume such defense within a reasonable time. In the event of such failure to assume

defense, the Indemnifying Party shall be liable for any reasonable settlement made by the Indemnified Party without approval of the Indemnifying Party.

- 9.6.4. With respect to any defense accepted by the Indemnifying Party, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party; provided, however, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at the Indemnified Party's expense.
- 9.6.5. At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at its own cost, to take over such defense; provided, however, that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.
- 9.6.6. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim, and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Article Confidential Information in this Agreement.

## **10. BRANDING**

- 10.1. Except where otherwise required by law, SBCT shall not, without Sprint's written authorization, offer the Resale Services covered by this Agreement using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of Sprint or its affiliates, nor shall the SBCT state or imply that there is any joint business association or similar arrangement with Sprint in the provision of Telecommunications Services to its own customers, except to the extent SBCT deems necessary to advise its customers that Sprint's personnel will perform work on behalf of SBCT under this Agreement or that some facilities used in the provisioning service are owned and maintained by Sprint. SBCT shall make no disparaging statements about Sprint or its facilities, products or services. SBCT may brand services included in this Agreement with its own brand name, but Sprint will not provide for SBCT branding of those services.
- 10.2. In those instances where SBCT requires Sprint personnel to interface directly with SBCT's customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as Sprint's employees representing SBCT. At no time shall Sprint make disparaging statements about SBCT or its facilities, products or services, nor shall they use these contacts as the basis for internal



referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.

- 10.3. Any “no access” cards, time and material invoices or other business materials furnished by Sprint to personnel to SBCT customers shall be available to SBCT for review and shall be provided to SBCT subscribers in an unbranded form.
- 10.4. 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.
- 10.5. Sprint shall share pertinent details of Sprint’s training approaches related to branding with SBCT to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.

## **11. REMEDIES**

- 11.1. 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.

## **12. CONFIDENTIALITY AND PUBLICITY**

- 12.1. 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 Information”).
- 12.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall
  - 12.2.1. use it only for the purpose of performing under this Agreement,
  - 12.2.2. 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
  - 12.2.3. safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 12.3. Recipient shall have no obligation to safeguard Confidential Information

- 12.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
  - 12.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
  - 12.3.3. which is rightfully acquired by Recipient free of restrictions on its disclosure, or
  - 12.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 12.4. 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.
  - 12.5. Each Party agrees that in the event of a breach of this Article 13 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
  - 12.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This § 13.6 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with Services by the other Party or its Affiliates, except as expressly permitted by the other Party.
  - 12.7. 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. Except for the existence of the Agreement, 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.
  - 12.8. Except as otherwise expressly provided in this Article 13, nothing herein shall be construed as limiting the rights of either Party with respect to its customer

information under any applicable law, including without limitation § 222 of the Act.

**13. DISCLAIMER OF WARRANTIES**

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

**14. ASSIGNMENT AND SUBCONTRACT**

14.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

14.2. Except as provided in § 15.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of SBCT hereunder, without Sprint'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 Applicable Rules, (as defined in paragraph 3.2) except insofar as other applicable state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern.

**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 Carrier 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  
Mailstop:  
KSOPHM0316-3B925  
6480 Sprint Parkway  
Overland Park, KS  
66251

with a copy  
to:

Field Service Manager  
M/S: OHMANH0202  
380 N. Main  
Mansfield, OH 44902

If to SBC  
Telecom:

David Hammock  
Executive Director -  
Interconnection  
Three Bell Plaza  
308 S. Akard, Rm. 1502  
Dallas, TX 75202

with a  
copy to

Keith J. Epstein  
SBC Telecom, Inc.  
VP General Counsel &  
Secretary  
Suite 18D50  
300 N. Convent  
San Antonio, TX 78205

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 five (5) calendar days after mailing. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Article 19.

## **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, 10, 13, 18, 20, and 23.

## **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 Article 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. The obligation to perform shall be suspended to the extent required by the Force Majeure event. If a Force Majeure event shall occur, the Party affected shall use reasonable efforts to give prompt notice to the other Party of such Force Majeure event specifying the nature, date of inception and expected duration. Subject to Article 4 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level

no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of SBCT.

## 22. DISPUTE RESOLUTION

- 22.1. Alternative to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation (referred to as “Dispute Resolution”). Accordingly, except for (1) actions seeking a temporary restraining order or an injunction enforcing any provisions of this Agreement; (2) suit to compel compliance with this Dispute Resolution process; or (3) claims arising under federal or state statute(s) or rule(s), including, but not limited to, antitrust claims, but not including contract claims under this Agreement or claims arising under the Applicable Rules; the Parties agree to use the following Dispute Resolution procedure with respect to any dispute, controversy or claim (individually or collectively, a “Dispute”) arising out of or relating to this Agreement or its breach. In no event shall the Parties permit the pendency of a Dispute to disrupt Service to SBCT or its End Users or to Sprint or its End Users.
- 22.2. Commencing Dispute Resolution. The Parties agree to first attempt to resolve disputes in the normal course of business. Dispute Resolution shall commence upon one Party providing notice to the other Party describing the Dispute arising out of or relating to this Agreement or its breach. No Party may pursue Dispute Resolution unless such written notice has first been given to the other Party.
- 22.3. Informal Resolution of Disputes. Following written notice, each Party shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the person with direct responsibility for administration of the matter in Dispute. The representatives will negotiate in good faith to resolve the Dispute. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives; however, all reasonable requests for relevant information made by one Party to the other shall be honored. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and will not be admissible in an arbitration or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in an arbitration or lawsuit.
- 22.4. Formal Dispute Resolution. 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 of any Dispute, and, unless otherwise agreed, either Party may seek such resolution by the Commission no sooner than thirty (30) days after the date of submission of the written request initiating informal dispute resolution. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement unless otherwise ordered by the Commission; provided, however, that neither Party shall be required to act in any unlawful fashion.

## **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 associated with third-number billed calls, calling card calls, and any other services related to this Agreement. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 23.2. Fraud Control. In cases of suspected fraudulent activity by an End User, at a minimum the cooperation will include providing to the other Party, upon request, information available concerning End Users who terminate Services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing any required permission to obtain such information. In addition, Sprint will electronically transport to SBC's Corporate Fraud Center (CFC), Call Detail Record data from Sprint's STP that serves SBCT's end user customers on suspected occurrences of related fraud on SBCT accounts. Sprint will work suspected fraud alerts in priority order independent of the carrier and will transmit such alerts to SBCT as soon as Sprint personnel determines that SBCT is carrier of record.
- 23.3. The Parties will provide contact names and numbers to each other for the exchange of fraud notification information twenty-four (24) hours per day seven (7) days per week.
- 23.4. Fraud Protection. In order to proactively protect against toll fraud, Sprint shall provide SBCT the ability to: (1) disallow call forwarding on all international calls where technically capable; (2) disallow call transfer to international calls from Centrex lines where technically capable; (3) block all 900/976 calls (4) provide options for Billed Number Screening (BNS) on collect and billed to third calls.

## **24. ACCESS TO RIGHTS OF WAY**

- 24.1. Sprint will provide SBCT nondiscriminatory access to poles, conduits and rights of way owned or controlled by Sprint, as required by applicable law, including, but not limited to, Section 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act. Access shall be provided pursuant to a license agreement, a mutually acceptable agreement to be negotiated by the Parties.

## **25. TAXES**

25.1. Any Federal, state or local excise, license, sales, use, gross receipts or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

## **26. AMENDMENTS AND MODIFICATIONS**

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

## **27. SEVERABILITY**

27.1. Subject to § 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.

## **28. HEADINGS NOT CONTROLLING**

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

## **29. ENTIRE AGREEMENT**

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



### **30. COUNTERPARTS**

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

### **31. SUCCESSORS AND ASSIGNS**

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

### **32. IMPLEMENTATION PLAN**

32.1. 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. Sprint will provide a Joint Operations Plan (JOP) that will serve as the starting point for developing the Implementation Plan (IP). Once Sprint provides the JOP, it cannot be modified without the consent of both Parties. Each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

32.2. 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:

32.2.1. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) and trunk groups, including standards and procedures for notification and discoveries of trunk disconnects;

32.2.2. disaster recovery and escalation provisions;

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

32.2.4. escalation procedures for ordering, provisioning, billing, and maintenance;

- 32.2.5. single points of contact for ordering, provisioning, billing, and maintenance;
  - 32.2.6. Service ordering and provisioning procedures, including provision of the trunks and facilities;
  - 32.2.7. provisioning and maintenance support;
  - 32.2.8. conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;
  - 32.2.9. procedures and processes for Directories and Directory Listings;
  - 32.2.10. billing processes and procedures;
  - 32.2.11. network planning components including time intervals;
  - 32.2.12. joint systems readiness and operational readiness plans;
  - 32.2.13. appropriate testing of services, equipment, facilities and Network Elements;
  - 32.2.14. monitoring of inter-company operational processes;
  - 32.2.15. procedures for coordination of local PIC changes and processing;
  - 32.2.16. physical and network security concerns;
  - 32.2.17. Completion of SBCT Checklist and supporting documentation to establish a billing account; and
  - 32.2.18. 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.
- 32.3. The Implementation Plan may be amended from time to time by the Implementation Team, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

### **33. FEDERAL JURISDICTIONAL AREAS**

- 33.1. Federal enclaves will be administered pursuant to applicable law.

### **34. GENERAL RESPONSIBILITIES OF THE PARTIES**

#### **34.1. Insurance**

- 34.1.1. During the term of this Agreement, SBCT shall carry, and shall cause

any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less that the following insurance:

- 34.1.1.1. Commercial General Liability with limits of not less than \$100,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;
- 34.1.1.2. Business Auto liability, including all owned, non-owned and hired automobiles in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;
- 34.1.2. Workers' Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
- 34.1.3. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and
- 34.1.4. "All Risk" property insurance on a full replacement cost basis insuring SBCT's property situated on or within the Property. SBCT 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.
- 34.1.5. Nothing contained in this section shall limit SBCT's liability to Sprint to the limits of insurance certified or carried.
- 34.1.6. All policies required of SBCT shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for an 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.
- 34.1.7. SBCT shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Sprint.
- 34.1.8. SBCT may, upon written notice to Sprint, self-insure all or part of the above requirements. Upon such disclosure, SBCT agrees that nothing

diminishes SBCT's responsibilities to Sprint that would have otherwise been covered by the required insurance.

- 34.1.9. Sprint will carry not less than the insurance coverages and limits required of SBCT.
- 34.2. Compliance with Applicable Law. Each Party shall comply at its own expense with Applicable Law.
- 34.3. Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.
- 34.4. Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement.
- 34.5. Each Party shall fulfill its obligations under this Agreement, including provisioning and performance measurements specified in Part J - Performance Measurement.

## **35. MISCELLANEOUS**

- 35.1. Law Enforcement. Sprint and SBCT shall handle law enforcement requests as follows:
  - 35.1.1. Intercept Devices. Local, state and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace, or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
  - 35.1.2. Subpoenas. If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall return the subpoena to the requesting person with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the End User's service provider, in which case the Party will respond to any valid request.
  - 35.1.3. Emergencies. If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party by the

receiving Party's switch, the receiving Party will comply with a valid emergency request and notify the other Party that action was taken with such request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests made on behalf of the other Party's End User, and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims.

- 35.2. 252 (i) Obligations. Sprint shall make available to SBCT any Interconnection, Service or Network Element provided under an agreement that is approved by any state commission in the Sprint operating territory pursuant to the Act to which Sprint or an Affiliate is a party ("Other Agreement"), upon the same rates, terms and conditions as those provided in the Other Agreement. Within thirty (30) days after Sprint's receipt of notice specifying such election, the Parties shall amend this Agreement to reflect such provision(s).
- 35.3. Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

## **PART C - GENERAL PRINCIPLES**

### **1. USE OF FACILITIES**

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

### **2. PRICE SCHEDULE**

- 2.1. All prices under this agreement are set forth in Table One of this Part C.
- 2.2. Subject to the provisions of Part B, Article 2 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

### **3. LOCAL SERVICE RESALE**

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

### **4. INTERCONNECTION AND RECIPROCAL COMPENSATION**

- 4.1. The rates to be charged for the exchange of Local Traffic are set forth in Table One of this Part and shall be applied consistent with the provisions of Part F of this Agreement. Under this agreement, Sprint is only required to compensate SBCT for terminating Local Traffic.
- 4.2. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement.

- 4.3. 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 SBCT's subscriber, SBCT 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 SBCT to directly bill a carrier access for a toll call that has been completed using interim number portability, then the INP Rate specific to Access Settlements in this Part C will be used.
- 4.3.1. 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 subject to INP will be compensated as local interconnection as set forth in § 4.1 of Part C.
- 4.3.2. SBCT shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Part when SBCT uses a Sprint access tandem to terminate a local call to a third party LEC or another CLEC. Sprint shall pay SBCT a transit rate equal to the Sprint rate referenced above when Sprint uses a SBCT switch to terminate a local call to a third party LEC or another CLEC.
- 4.4. SBCT will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Sprint may request SBCT'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 Sprint, the Parties agree that any changes will only be retroactive to traffic for the previous 90 days. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each Party's access tariffs. SBCT will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).
- 4.4.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

## **5. UNBUNDLED NETWORK ELEMENTS**

- 5.1. The charges that SBCT shall pay to Sprint for Unbundled Network Elements are set forth in Table 1 of this Part C.

## 6. SECURITY DEPOSIT

- 6.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless SBCT or its Affiliates have already established satisfactory credit through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint.
- 6.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.
- 6.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 6.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 6.5. The fact that a security deposit has been made in no way relieves SBCT from complying with the other payment provisions of this agreement.
- 6.6. Sprint reserves the right to increase, and SBCT agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in SBCT's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to SBCT, provided, however, Sprint may exercise its right to credit any cash deposit to SBCT's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
  - 6.7.1. when SBCT undisputed balances due to Sprint that are more than thirty (30) days past due; or
  - 6.7.2. when SBCT files for protection under the bankruptcy laws; or
  - 6.7.3. when an involuntary petition in bankruptcy is filed against SBCT and is not dismissed within sixty (60) days; or
  - 6.7.4. when this Agreement expires or terminates.
- 6.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to SBCT when SBCT has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.



**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

<b>RESALE DISCOUNTS</b>			
Other than Operator / DA		19.40%	
Op Assist / DA		12.10%	
<b>USAGE FILE CHARGES:</b>			
Message Provisioning, per message		\$0.0050	
Data Transmission, per message		\$0.0020	
Tape Charge, per tape		\$50.00	
<b>RATE ELEMENT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>SERVICE ORDER / INSTALLATION / REPAIR</b>			
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
Change Telephone Number - Per Change			\$20.66
LNP Administrative Charge			\$9.45
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
Conversion of special access to UNE			\$81.10
<b>NID</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
1 Line		\$0.79	See NRC Section
2 Line		\$0.95	See NRC Section
SmartJack		\$12.37	See NRC Section
<b>TAG AND LABEL LOOP</b>			
Tag and Label on a new install loop			\$4.33
Tag and Label on a reinstall loop or an existing loop			\$8.66
Tag and Label on an add'l loop on the same order at the same location			\$3.46
<b>LINE SHARING</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>CLEC Provides Splitter In Own Collocation Space</b>			
<b>3-Jumper Configuration</b>			
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (2 required)		\$36.36 Each	
Line Sharing - 3 Jumpers			\$21.60

**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

<b>RATE ELEMENT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>4-Jumper Configuration</b>			
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (4 required)		\$36.36 Each	
Line Sharing - 4 Jumpers			\$28.07
<b>CLEC Provides Splitter in Common Area of Central Office</b>			
<b>3-Jumper Configuration</b>			
Cost per 96-Line Splitter Shelf		\$20.70	
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Splitter Common Area (2 required)		\$28.23 Each	
Cross Connects; 100 pr., Splitter Common Area to Collocation Space (1 required)		\$19.05 Each	
Line Sharing - 3 Jumpers			\$21.60
<b>4-Jumper Configuration</b>			
Cost per 96-Line Splitter Shelf		\$20.70	
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (1 required)		\$36.36 Each	
Cross Connects; 100 pr., MDF to Splitter Common Area (3 required)		\$28.23 Each	
Line Sharing - 4 Jumpers			\$28.07
Convert UNE Digital Loop to Line Share-Not Coordinated			\$10.91
Convert UNE Digital Loop to Line Share-Coordinated during normal hours.			\$20.26
Convert UNE Digital Loop to Line Share-Coordinated after normal hours.			\$25.54
<b>LOOP PRE-QUALIFICATION</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Loop Inquiry <b>Loop Make-Up Information</b>			\$28.20
<b>LOOP CONDITIONING PER LINE</b>			
The following charges applies to all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length. Separate Engineering & Travel charges <b>DO NOT</b> apply as these costs reflect 25 pair economies.			
All Digital UNE, Line Sharing and/or xDSL-capable loops <b>less than</b> 18,000 feet in length: Load Coil Removal			\$1.44
<b>LINE CONDITIONING PER LOCATION</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
The following charge applies to all loops that are 18,000 feet in length or longer that require load coil removal. These charges also apply to loops of any length that require Bridged Tap or Repeater removal. Single charges apply for multiple loops at the same location			
Engineering Charge - one per loop conditioned below			\$28.03
Trip Charge - one per loop conditioned below			\$15.59
<b>Load Coil Removal; Loops Over 18K Feet</b>			
Unload cable pair, 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

**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

<b>RATE ELEMENT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Unload add'l cable pair, BU, same time, location & cable			\$1.61
<b>Remove Bridged Tap</b>			
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
<b>Remove Repeaters</b>			
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
<b>LOOP</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>Analog 2-wire</b>			
Band 1		\$10.78	
Band 2		\$15.41	
Band 3		\$20.54	
Band 4		\$27.09	
Band 5		\$39.66	
Band 6		\$74.05	
<b>Analog 2-wire/xDSL Capable Loop</b>			
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	
<b>Loops - Analog 2-Wire NRC</b>			
2-Wire New - First Line			\$72.98
2-Wire New - Add'l Line			\$23.61
2-Wire Re-install (CT/DCOP/Migrate)			\$14.21
<b>Analog 4-wire</b>			
Band 1		\$18.80	
Band 2		\$26.88	
Band 3		\$35.85	
Band 4		\$47.24	
Band 5		\$69.17	
Band 6		\$129.13	
<b>Analog 4-wire/xDSL Capable Loop</b>			
Band 1		\$17.10	
Band 2		\$26.86	
Band 3		\$36.22	
Band 4		\$48.42	

**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

<b>RATE ELEMENT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Band 5		\$70.75	
Band 6		\$100.01	
Band 7		\$137.69	
Band 8		\$193.79	
<b>Loops - Analog 4-Wire NRC</b>			
4-Wire New - First Line			\$94.15
4-Wire New - Add'l Line			\$44.78
4-Wire Re-install (CT/DCOP/Migrate)			\$21.52
<b>DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI</b>			
Band 1		\$11.65	\$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
<b>DS0 4 Wire Digital Data Loop 56 or 64 kbps</b>			
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
<b>DS1 4 Wire Digital Data Loop DS1/T1/ISDN-PRI</b>			
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	
<b>Loop Conversion Rates</b>			
DS1 Loop Conversion of Special Access Circuit to UNE			\$81.10
<b>Loops - Digital</b>			
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
<b>Loops - High-Capacity NRC</b>			
Add DS3, OC3 or OC12 to an existing fiber optic system			\$86.28
<b>DARK FIBER</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>Interoffice, per foot per fiber</b>			
Band 1		\$0.0047	

**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

<b>RATE ELEMENT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Band 2		\$0.0091	
Band 3		\$0.0125	
Band 4		\$0.0183	
Band 5		\$0.0261	
<b>Feeder, per fiber</b>			
Band 1		\$29.58	
Band 2		\$46.84	
Band 3		\$66.52	
Band 4		\$156.02	
Band 5		\$215.26	
Band 6		\$285.48	
Band 7		\$365.26	
Distribution Price Per Fiber		\$24.61	
<b>Loops - Dark Fiber NRC</b>			
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
<b>Misc. Components - Dark Fiber</b>			
Fiber Patch Cord		\$0.88	
Fiber Patch Panel		\$1.02	
<b>SUB LOOP</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>2 Wire Voice Grade Feeder</b>			
Band 1		\$7.49	
Band 2		\$12.76	
Band 3		\$17.40	
Band 4		\$23.79	
Band 5		\$33.60	
Band 6		\$45.73	
Band 7		\$72.80	
Band 8		\$109.56	
<b>4 Wire Voice Grade Feeder</b>			
Band 1		\$12.05	
Band 2		\$20.54	
Band 3		\$28.08	
Band 4		\$38.30	
Band 5		\$54.10	
Band 6		\$73.62	
Band 7		\$117.21	
Band 8		\$176.39	
<b>2 Wire Voice Grade Distribution</b>			
Band 1		\$1.47	
Band 2		\$2.88	
Band 3		\$5.34	

**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

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

**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

<b>RATE ELEMENT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>Loops - Sub-Loops NRC</b>			
Sub-Loop Interconnection (Stub Cable)			ICB
2-Wire First Line			\$62.36
2-Wire Addtl Line			\$12.99
2-Wire Re-install			\$29.45
4-Wire First Line			\$76.22
4-Wire Addtl Line			\$20.79
4-Wire Re-install			\$38.11
2-Wire Disconnect Charge			\$20.79
4-Wire Disconnect Charge			\$25.12
<b>LOCAL SWITCHING</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>Statewide UNE Port Rates</b>			
Residential 1		\$2.46	
Business 1		\$2.46	
Key System		\$2.46	
CENTREX		\$2.46	
Pay Station		\$2.46	
PBX (DS0)		\$4.84	
PBX (DS1)		\$104.09	
DID		\$104.09	
ISDN-BRI		ICB	
ISDN-PRI		ICB	
DS3		ICB	
<b>Customized Routing</b>			
Switch Analysis			\$86.18
Host Switch Translations			\$1,723.60
Remote Switch Translations			\$1,292.70
Host TOPS Translations			\$344.72
Remote TOPS Translations			\$172.36
<b>Operator Services Branding</b>			
0+ Ten Digits			\$3,643.19
411			\$800.00
<b>FEATURES</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
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
<b>LNP COORDINATED CONVERSION RATES - Effective 9/4/01</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Per order with 1-10 lines			\$50.69
Per each additional line over 10			\$4.03

**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

<b>RATE ELEMENT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>INTERIM NUMBER PORTABILITY</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
RCF Residential	Commission Order	\$0.00	\$0.00
RCF Business	Commission Order	\$0.00	\$0.00
Call Path Residential	Commission Order	\$0.00	\$0.00
Call Path Business	Commission Order	\$0.00	\$0.00
	Should be tracking for potential recovery through permanent number portability.	Will be determined in Florida docket 950737-TP	
<b>INP RATES SPECIFIC TO ACCESS SETTLEMENTS</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Per INP Line		\$5.89	
<b>TANDEM SWITCHING</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
		\$0.002085	
<b>TRANSPORT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
DS0		See attached transport worksheet	\$209.98
DS1		See attached transport worksheet	\$195.71
DS3		See attached transport worksheet	\$209.98
Shared		\$0.000711	N/A
<b>Transport Conversion Rates</b>			
DS1 Loop, DS1 Local Interconnection and Transport (Special Access - end to end)			\$81.10
Dedicated Transport (Office to Office)			\$81.10
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			\$75.21
Multiplexing - DS3-DS1			\$99.96
Dark Fiber Transport - Initial Installation, 1-4 Patch Cords, per CO			\$171.50
<b>UNE COMBINATIONS</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>UNE Platform (UNE-P)</b>			
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
Flatrate surrogate for usage sensitive port.		\$6.10	
Local Number portability surcharge		\$0.48	
Reinstall existing Sprint or CLEC service as UNE-P			\$12.80





**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

<b>RATE ELEMENT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
End Office		\$0.003671	NA
Tandem Switching		\$0.002085	NA
<b>Transport</b>			
DS1		Rate Varies	\$79.80
DS3		Rate Varies	\$86.28
Common		\$0.000711	N/A
<b>INTERCONNECTION</b>			
<b>These rates apply when collocation is involved. For collocation rates, see the appropriate tariff.</b>			
DS0 Elec X-Conn (DS0 UNECC)		\$0.94	N/A
DS1 Elec X-Conn (DS1 UNECC)		\$2.93	N/A
DS3 Elec X-Conn (DS3 UNECC)		\$25.85	N/A
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.		\$1.47	N/A
<b>COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7</b>			
<b>SOURCE</b>			
<b>RECURRING RATE</b>			
<b>NRC</b>			
STP Port		\$422.40	\$308.00
STP Switching		\$0.4396	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
<b>LINE INFORMATION DATABASE</b>			
<b>SOURCE</b>			
<b>RECURRING RATE</b>			
<b>NRC</b>			
LIDB Database Transport per query	IES Tariff	\$0.0016	
LIDB Database per query	IES Tariff	\$0.0366	
Toll Free Code Access Service query	IES Tariff	\$0.008822	
Toll Free Code Optional Service query	IES Tariff	\$0.001405	
<b>DIRECTORY ASSISTANCE SERVICES</b>			
<b>SOURCE</b>			
<b>RECURRING RATE</b>			
<b>NRC</b>			
DA Database Listing & Update per listing or update		\$0.05	
DA Data Base Query Service per query		\$0.0100	
<b>TOLL &amp; LOCAL OPERATOR SERVICES</b>			
<b>SOURCE</b>			
<b>RECURRING RATE</b>			
<b>NRC</b>			
Toll and Local Assistance Service (Live)		\$0.414	
<b>DA OPERATOR SERVICE</b>			
<b>SOURCE</b>			
<b>RECURRING RATE</b>			
<b>NRC</b>			
DA Operator Service (Live)		\$0.353	
<b>911 TANDEM PORT</b>			
<b>SOURCE</b>			
<b>RECURRING RATE</b>			
<b>NRC</b>			
Per DSO Equivalent Port		\$15.81	\$116.44
<b>STREET INDEX GUIDE</b>			
<b>SOURCE</b>			
<b>RECURRING RATE</b>			
<b>NRC</b>			

**Part C - Table One  
NETWORK ELEMENT PRICE LIST**

<b>RATE ELEMENT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Monthly Charge		\$41.00	
Tape Charge		\$50.00	
<b>OPERATIONAL SUPPORT SYSTEMS</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
OSS Interfaces		ICB	

Part C - Table One  
LOCAL LOOPS

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI	DSO 4 Wire Digital Data 56 or 64 kbps	4 Wire Digital Data DS1/T1/ISDN-PRI Loop or Interconnection	DS3 Digital Data Loop or Interconnection
Maitland XA	MTLDFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Maitland TC	MTLDFLTC	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Tallahassee - Calhoun	TLHSFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Tallahassee - FSU	TLHSFLXE	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Destin	DESTFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
South Fort Meyers	FTMYFLXC	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Boca Grande	BCGRFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Murdock	MRDCFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Fort Myers	FTMYFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Winter Park	WNPKFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Fort Myers Beach	FTMBFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Lake Brantley	LKBRFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
North Naples	NNPLFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Naples Moorings	NPLSFLXD	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Marco Island	MOISFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Altamonte Springs	ALSPFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Iona	IONAFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Goldenrod	GLRDFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Fort Walton Beach XB	FTWBFLXB	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Fort Walton Beach XA	FTWBFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Buenaventura Lakes	KSSMFLXD	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Tallahassee - Willis	TLHSFLXB	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Shalimar	SHLMFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Cypress Lake XA	CYLKFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Casselberry	CSLBFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Fort Walton Beach XC	FTWBFLXC	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Cypress Lake XB	CYLKFLXB	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Orange City	ORCYFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Ocala XJ	OCALFLXJ	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
North Fort Myers XA	NFMYFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Cape Coral	CPCRFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Bonita Springs	BNSPFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Sanibel-Captiva Islands	SNISFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB

Part C - Table One  
LOCAL LOOPS

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI	DS0 4 Wire Digital Data 56 or 64 kbps	4 Wire Digital Data DS1/T1/ISDN-PRI Loop or Interconnection	DS3 Digital Data Loop or Interconnection
West Kissimmee	KSSMFLXB	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Kissimmee	KSSMFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Windermere	WNDRFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Highlands	OCALFLXC	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Tallahassee - Perkins	TLHSFLXH	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Eustis	ESTSFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
San Carlos Park	SCPFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
North Cape Coral	CPCRFLXB	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Tallahassee Blairstone	TLHSFLXD	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Port Charlotte	PTCTFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Golden Gate	GLGCFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Tavares	TVRSFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Apopka	APPKFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Westville	WSTVFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Ocala XA	OCALFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Tallahassee - Mabry	TLHSFLXC	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
North Fort Myers XB	NFMYFLXB	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Naples South East	NPLSFLXC	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Winter Garden	WNGRFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Leesburg	LSBGFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Lady Lake (753)	LDLKFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Deltona Lakes	ORCYFLXC	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Sebring	SBNGFLXA	3	\$ 20.54	\$ 35.85	\$ 22.20	\$ 38.72	\$ 84.83	ICB
Shady Road	OCALFLXB	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Silver Springs Shores	SVSSFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Clermont	CLMTFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Tallahassee Thomasville	TLHSFLXF	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Lehigh Acres	LHACFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
East Fort Meyers	FTMYFLXB	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Montverde	MTVRFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Valparaiso/678	VLPRFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Beverly Hills	BVHLFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB

Part C - Table One  
LOCAL LOOPS

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI	DSO 4 Wire Digital Data 56 or 64 kbps	4 Wire Digital Data DS1/T1/ISDN-PRI Loop or Interconnection	DS3 Digital Data Loop or Interconnection
Cape Haze	CPHZFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Dade City	DDCYFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Punta Gorda	PNGRFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Mount Dora	MTDRFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Crestview	CRVWFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Crystal River	CRRVFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Lake Helen	LKHLFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Clewiston	CLTNFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Sea Grove Beach	SGBHFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
St. Cloud	STCDFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Homosassa Spgs	HMSPFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Inverness	INVRFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Oklawaha	OKLWFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Madison	MDSNFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Pine Island	PNISFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Avon Park	AVPKFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Silver Springs	SVSPFLXA	4	\$ 27.09	\$ 47.24	\$ 29.26	\$ 51.02	\$ 97.36	ICB
Belleview	BLVWFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Chassohowitza	CHSWFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Immokalee	IMKLFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Wildwood	WLWDFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Moore Heaven	MRHNFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Arcadia	ARCDFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Marianna	MRNNFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Lake Placid	LKPCFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Okeechobee	OKCBFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Bushnell	BSHNFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Santa Rosa Beach	SNRSFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Alva	ALVAFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Tallahassee XG	TLHSFLXG	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Astor	ASTRFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Spring Lake	SLHLFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Wauchula	WCHLFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Starke	STRKFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB

Part C - Table One  
LOCAL LOOPS

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI	DS0 4 Wire Digital Data 56 or 64 kbps	4 Wire Digital Data DS1/T1/ISDN-PRI Loop or Interconnection	DS3 Digital Data Loop or Interconnection
San Antonio	SNANFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Labelle	LBLLFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Groveland	GVLDFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Bowling Green	BWLGFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Fort Meade	FTMDFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Howey-In-The-Hills	HOWYFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Forest	OCNFFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Trilacoochee	TLCHFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Crawfordville	CFVLFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Everglades	EVRGFLXA	5	\$ 39.66	\$ 69.17	\$ 42.84	\$ 74.70	\$ 124.02	ICB
Salt Springs	SSPRFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
DeFuniak Springs	DFSPFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Umatilla	UMTLFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Sneads	SNDSFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Williston	WLSTFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Grand Ridge	GDRGFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Zolfo Springs	ZLSPFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Monticello	MNTIFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
St. Marks	STMKFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Freeport	FRPTFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Bonifay	BNFYFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Cottondale	CTDLFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Lawtey	LWTYFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Panacea	PANCFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Reynolds Hill	RYHLFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Sopchoppy	SPCPFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Malone	MALNFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Baker	BAKRFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Aiford	ALFRFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Kingsley Lake	KGLKFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Greenville	GNVLFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Ponce de Leon	PNLNFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Kenansville	KNVLFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Lee	LEE FLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB

Part C - Table One  
LOCAL LOOPS

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI	DS0 4 Wire Digital Data 56 or 64 kbps	4 Wire Digital Data DS1/T1/ISDN-PRI Loop or Interconnection	DS3 Digital Data Loop or Interconnection
Glendale	GLDLFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Cherry Lake	CHLKFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Greenwood	GNWDFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB



Part C - Table One  
Subloop Feeder

Exchange	CLLI	2 Wire Voice Grade Feeder Subloop	4 Wire Voice Grade Feeder Subloop	2 Wire Digital Data Feeder SubLoop	4 Wire Digital Data Feeder Subloop
Maitland XA	MTLDFLXA	\$7.49	\$ 12.05	\$7.49	\$12.05
Altamonte Sprintgs	ALSPFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Cape Coral	CPCRFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Casselberry	CSLBFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Fort Myers Beach	FTMBFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Fort Myers	FTMYFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
South Fort Myers	FTMYFLXC	\$12.76	\$ 20.54	\$12.76	\$20.54
Fort Walton Beach XA	FTWBFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Fort Walton Beach XB	FTWBFLXB	\$12.76	\$ 20.54	\$12.76	\$20.54
Buenaventura Lakes	KSSMFLXD	\$12.76	\$ 20.54	\$12.76	\$20.54
Lake Brantley	LKBRFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Naples Moorings	NPLSFLXD	\$12.76	\$ 20.54	\$12.76	\$20.54
Highlands	OCALFLXC	\$12.76	\$ 20.54	\$12.76	\$20.54
Shalimar	SHLMFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Tallahassee - Calhoun	TLHSFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Tallahassee - Willis	TLHSFLXB	\$12.76	\$ 20.54	\$12.76	\$20.54
Tallahassee - FSU	TLHSFLXE	\$12.76	\$ 20.54	\$12.76	\$20.54
Valparaiso	VLPRFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Valparaiso	VLPRFLXB	\$12.76	\$ 20.54	\$12.76	\$20.54
Winter Park	WNPKFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Apopka	APPKFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Boca Grande	BCGRFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Belleview	BLVWFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Bonita Springs	BNSPFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Beverly Hills	BVHLFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Clermont	CLMTFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
North Cape Coral	CPCRFLXB	\$17.44	\$ 28.08	\$17.44	\$28.08
Crestview	CRVWFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Cypress Lake XA	CYLKFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Cypress Lake XB	CYLKFLXB	\$17.44	\$ 28.08	\$17.44	\$28.08
Destin	DESTFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Eustis	ESTSFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
East Fort Myers	FTMYFLXB	\$17.44	\$ 28.08	\$17.44	\$28.08
Fort Walton Beach XC	FTWBFLXC	\$17.44	\$ 28.08	\$17.44	\$28.08
Golden Gate	GLGCFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Goldenrod	GLRDFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Kissimmee	KSSMFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
West Kissimmee	KSSMFLXB	\$17.44	\$ 28.08	\$17.44	\$28.08
Lady Lake	LDLKFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Lehigh Acres	LHACFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Leesburg	LSBGFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Marco Island	MOISFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Mount Dora	MTDRFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Montverde	MTVRFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
North Fort Myers XA	NFMYFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08

Part C - Table One  
Subloop Feeder

North Fort Myers	NFMYFLXB	\$17.44	\$	28.08	\$17.44	\$28.08
North Naples	NNPLFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Naples Southeast	NPLSFLXC	\$17.44	\$	28.08	\$17.44	\$28.08
Ocala XA	OCALFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Shady Road	OCALFLXB	\$17.44	\$	28.08	\$17.44	\$28.08
Orange City	ORCYFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Deltona Lakes	ORCYFLXC	\$17.44	\$	28.08	\$17.44	\$28.08
Port Charlotte	PTCTFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Sebring	SBNGFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Sanibel Island	SNISFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Silver Springs Shores	SVSSFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Tallahassee - Mabry	TLHSFLXC	\$17.44	\$	28.08	\$17.44	\$28.08
Tallahassee - Blairstone	TLHSFLXD	\$17.44	\$	28.08	\$17.44	\$28.08
Tallahassee - Perkins	TLHSFLXH	\$17.44	\$	28.08	\$17.44	\$28.08
Tavares	TVRSFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Windermere	WDRFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Winter Garden	WNGRFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Avon Park	AVPKFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Chassahowitzka	CHSWFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Cape Haze	CPHZFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Crystal River	CRRVFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Dade City	DDCYFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Fort Meade	FTMDFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Homosassa Springs	HMSPLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Howey in the Hills	HOWYFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Inverness	INVRFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Lake Helen	LKHLFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Marianna	MRNNFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Punta Gorda	PNGRFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Pine Island	PNISFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Seagrove Beach	SGBHFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Santa Rosa Beach	SNRSFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Saint Cloud	STCDFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Starke	STRKFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Tallahassee - Thomasville	TLHSFLXF	\$23.79	\$	38.30	\$23.79	\$38.30
Alva	ALVAFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Arcadia	ARCDFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Astor	ASTRFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Bushnell	BSHNFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Bowling Green	BWLGFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Crawfordville	CFVLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Clewiston	CLTNFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Defuniak Springs	DFSPFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Groveland	GVLDFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Immokalee	IMKLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Labelle	LBLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Lake Placid	LKPCFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Madison	MDSNFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Moore Haven	MRHNFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Forest	OCNFFLXA	\$33.60	\$	54.10	\$33.60	\$54.10

Part C - Table One  
Subloop Feeder

Okeechobee	OKCBFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Oklawaha	OKLWFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Spring Lake	SLHLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
San Antonio	SNANFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Salt Springs	SSPRFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Silver Springs	SVSPFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Trilacoochee	TLCHFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Tallahassee XG	TLHSFLXG	\$33.60	\$	54.10	\$33.60	\$54.10
Umatilla	UMTLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Wauchula	WCHLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Wildwood	WLWDFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Bonifay	BNFYFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Freeport	FRPTFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Greenwood	GNWDFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Lawtey	LWTYFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Panacea	PANCFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Sneads	SNDSFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Williston	WLSTFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Alford	ALFRFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Baker	BAKRFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Cherry Lake	CHLKFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Cottdale	CTDLFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Everglades	EVRGFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Grand Ridge	GDRGFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Kingsley Lake	KGLKFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Malone	MALNFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Monticello	MNTIFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Ponce de Leon	PNLNFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Sopchoppy	SPCPFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Saint Marks	STMKFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Zolfo Springs	ZLSPFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Glendale	GLDLFLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Greenville	GNVLFLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Kenansville	KNVLFLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Lee	LEE FLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Reynolds Hill	RYHLFLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Westville	WSTVFLXA	\$109.56	\$	176.39	\$109.56	\$176.39

Part C - Table One  
Subloop Distribution

Exchange	CLLI	2 Wire Voice Grade Distribution Subloop	4 Wire Voice Grade Distribution Subloop	2 Wire Digital Data Distribution SubLoop	4 Wire Digital Data Distribution Subloop
Tallahassee - FSU	TLHSFLXE	\$1.47	\$ 2.37	\$1.47	\$2.37
Maitland XA	MTLDFLXA	\$2.68	\$ 4.31	\$2.68	\$4.31
Tallahassee - Calhoun	TLHSFLXA	\$2.68	\$ 4.31	\$2.68	\$4.31
Cypress Lake XB	CYLKFLXB	\$5.34	\$ 8.60	\$5.34	\$8.60
Destin	DESTFLXA	\$5.34	\$ 8.60	\$5.34	\$8.60
Fort Myers Beach	FTMBFLXA	\$5.34	\$ 8.60	\$5.34	\$8.60
South Fort Myers	FTMYFLXC	\$5.34	\$ 8.60	\$5.34	\$8.60
Buenaventura Lakes	KSSMFLXD	\$5.34	\$ 8.60	\$5.34	\$8.60
Lake Brantley	LKBRFLXA	\$5.34	\$ 8.60	\$5.34	\$8.60
North Naples	NNPLFLXA	\$5.34	\$ 8.60	\$5.34	\$8.60
Naples Moorings	NPLSFLXD	\$5.34	\$ 8.60	\$5.34	\$8.60
Shalimar	SHLMFLXA	\$5.34	\$ 8.60	\$5.34	\$8.60
Winter Park	WNPFLXA	\$5.34	\$ 8.60	\$5.34	\$8.60
Altamonte Springs	ALSPFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Boca Grande	BCGRFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Bonita Springs	BNSPFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Clermont	CLMTFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Cape Coral	CPCRFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Casselberry	CSLBFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Cypress Lake XA	CYLKFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Fort Myers	FTMYFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Fort Walton Beach XA	FTWBFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Fort Walton Beach XB	FTWBFLXB	\$7.40	\$ 11.92	\$7.40	\$11.92
Fort Walton Beach XC	FTWBFLXC	\$7.40	\$ 11.92	\$7.40	\$11.92
Golden Gate	GLGCFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Goldenrod	GLRDFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Kissimmee	KSSMFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
West Kissimmee	KSSMFLXB	\$7.40	\$ 11.92	\$7.40	\$11.92
Lady Lake	LDLKFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Marco Island	MOISFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
North Fort Myers XA	NFMYFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Naples Southeast	NPLSFLXC	\$7.40	\$ 11.92	\$7.40	\$11.92
Orange City	ORCYFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Sanibel Island	SNISFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Tallahassee - Willis	TLHSFLXB	\$7.40	\$ 11.92	\$7.40	\$11.92
Tallahassee - Blairstone	TLHSFLXD	\$7.40	\$ 11.92	\$7.40	\$11.92
Valparaiso	VLPRFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Valparaiso	VLPRFLXB	\$7.40	\$ 11.92	\$7.40	\$11.92
Windermere	WDRFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Winter Garden	WNGRFLXA	\$7.40	\$ 11.92	\$7.40	\$11.92
Apopka	APPKFLXA	\$11.11	\$ 17.88	\$11.11	\$17.88
Belleview	BLVWFLXA	\$11.11	\$ 17.88	\$11.11	\$17.88
Beverly Hills	BVHLFLXA	\$11.11	\$ 17.88	\$11.11	\$17.88

Part C - Table One  
Subloop Distribution

Chassahowitzka	CHSWFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Clewiston	CLTNFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
North Cape Coral	CPCRFLXB	\$11.11	\$	17.88	\$11.11	\$17.88
Cape Haze	CPHZFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Crestview	CRVWFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
East Fort Myers	FTMYFLXB	\$11.11	\$	17.88	\$11.11	\$17.88
Leesburg	LSBGFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Mount Dora	MTDRFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Montverde	MTVRFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
North Fort Myers	NFMYFLXB	\$11.11	\$	17.88	\$11.11	\$17.88
Ocala XA	OCALFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Shady Road	OCALFLXB	\$11.11	\$	17.88	\$11.11	\$17.88
Highlands	OCALFLXC	\$11.11	\$	17.88	\$11.11	\$17.88
Deltona Lakes	ORCYFLXC	\$11.11	\$	17.88	\$11.11	\$17.88
Punta Gorda	PNGRFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Pine Island	PNISFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Port Charlotte	PTCTFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Sebring	SBNGFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Seagrove Beach	SGBHFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Santa Rosa Beach	SNRSFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Saint Cloud	STCDFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Silver Springs Shores	SVSSFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Tallahassee - Mabry	TLHSFLXC	\$11.11	\$	17.88	\$11.11	\$17.88
Tallahassee - Thomasvill	TLHSFLXF	\$11.11	\$	17.88	\$11.11	\$17.88
Tallahassee - Perkins	TLHSFLXH	\$11.11	\$	17.88	\$11.11	\$17.88
Tavares	TVRSFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Arcadia	ARCDFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Avon Park	AVPKFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Crystal River	CRRVFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Dade City	DDCYFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Eustis	ESTSFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Everglades	EVRGFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Fort Meade	FTMDFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Homosassa Springs	HMSPFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Howey in the Hills	HOWYFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Immokalee	IMKLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Inverness	INVRFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Labelle	LBLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Lehigh Acres	LHACFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Lake Helen	LKHLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Lake Placid	LKPCFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Madison	MDSNFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Moore Haven	MRHNFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Marianna	MRNNFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Okeechobee	OKCBFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Spring Lake	SLHLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
San Antonio	SNANFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Silver Springs	SVSPFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Wauchula	WCHLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Wildwood	WLWDFLXA	\$15.60	\$	25.12	\$15.60	\$25.12

Part C - Table One  
Subloop Distribution

Alva	ALVAFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Astor	ASTRFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Bonifay	BNFYFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Bushnell	BSHNFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Bowling Green	BWLGFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Crawfordville	CFVLFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Defuniak Springs	DFSPFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Freeport	FRPTFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Greenwood	GNWDFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Groveland	GVLDFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Monticello	MNTIFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Forest	OCNFFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Oklawaha	OKLWFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Panacea	PANCFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Sneads	SNDSFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Starke	STRKFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Trilacoochee	TLCHFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Tallahassee XG	TLHSFLXG	\$22.06	\$	35.52	\$22.06	\$35.52
Umatilla	UMTLFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Williston	WLSTFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Zolfo Springs	ZLSPFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Alford	ALFRFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Baker	BAKRFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Cherry Lake	CHLKFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Cottdale	CTDLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Grand Ridge	GDRGFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Glendale	GLDLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Greenville	GNVLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Kingsley Lake	KGLKFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Kenansville	KNVLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Lee	LEE FLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Lawtey	LWTYFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Malone	MALNFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Ponce de Leon	PNLNFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Reynolds Hill	RYHLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Sopchoppy	SPCPFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Salt Springs	SSPRFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Saint Marks	STMKFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Westville	WSTVFLXA	\$34.11	\$	54.92	\$34.11	\$54.92

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
ALFRFLXA	CTDLFLXA	Alford	Cottondale	\$86.39	\$1,178.36	ICB	NA
ALFRFLXA	GNWDFLXA	Alford	Greenwood			ICB	NA
ALFRFLXA	MALNFLXA	Alford	Malone			ICB	NA
ALFRFLXA	GDRGFLXA	Alford	Grand Ridge			ICB	NA
ALFRFLXA	SNDSFLXARSO	Alford	Sneads			ICB	NA
ALFRFLXA		Alford	Graceville			NA	NA
ALFRFLXA	MRNNFLXADS0	Alford	Marianna	\$149.76	\$2,356.73	ICB	NA
ALSPFLXA	WNPKFLXE	Altamonte Springs	Winter Park	\$ 67.00			
APPKFLXA	MTVRFLXARSO	Apopka	Montverde	\$210.77	\$4425.72	NA	NA
APPKFLXA		Apopka	Reedy Creek	\$131.95	\$2,356.73	ICB	ICB
APPKFLXA		Apopka	East Orange*	\$114.14	\$2,356.73	\$4,498.29	\$16,620.80
APPKFLXA		Apopka	Orlando*	\$114.14	\$2,356.73	\$4,498.29	\$16,620.80
APPKFLXA		Apopka	Celebration*	\$114.14	\$2,356.73	\$6,859.39	NA
APPKFLXA		Apopka	Windermere	\$131.95	\$2,356.73	\$7,217.35	NA
APPKFLXA		Apopka	Lake Buena Vista*	\$114.14	\$2,356.73	\$7,310.85	\$27,707.50
APPKFLXA		Apopka	Mt. Dora			\$3,075.41	\$11,345.07
APPKFLXA		Apopka	Winter Garden	\$71.95	\$1,178.36	\$4,472.93	\$16,935.20
APPKFLXA		Apopka	Winter Park	\$71.95	\$1,178.36	\$2,039.28	\$7,200.63
ARCDFLAD		Arcadia	Zolfo Springs			\$6,424.67	\$24,742.15
ARCDFLAD		Arcadia	Port Charlotte			\$6,424.67	\$24,742.15
ARCDFLAD	WCHLFLXA	Arcadia	Wauchula			\$6,424.67	\$24,742.15
ASTRFLXA	GVLDFLXA	Astor	Groveland	\$318.00	\$7,080.06	\$14,752.45	NA
ASTRFLXA	LDLKFLXA	Astor	Lady Lake	\$265.56	\$6,197.11	\$11,837.35	NA
ASTRFLXA	LSBGFLXA	Astor	Leesburg	\$202.19	\$4,425.72		
ASTRFLXA	UMTLFLXA	Astor	Umatilla	\$138.82	\$32.47.36	\$7,881.92	NA
ASTRFLXA	MTVRFLXA	Astor	Monteverde	\$326.58	\$7,673.08	NA	NA
ASTRFLXA	HOWYFLXA	Astor	Howey-in-the-Hills	\$326.58	\$7,673.08	NA	NA
ASTRFLXA	CLMTFLXA	Astor	Clermont	\$202.19	\$4,425.72	\$7,881.92	NA
ASTRFLXA	ESTSFLXA	Astor	Eustis	\$202.19	\$4,425.72	\$7,881.92	NA

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
ASTRFLXA	MTDRFLXA	Astor	Mt. Dora	\$202.19	\$4,425.72	\$7,881.92	NA
ASTRFLXA	TVRSFLXA	Astor	Tavares	\$202.19	\$4,425.72	\$7,881.92	NA
AVPKFLXA		Avon Park	Lake Placid			\$9,857.43	NA
AVPKFLXA	FTMYFLXA	Avon Park	Fort Myers	\$124.39	ICB		
AVPKFLXADS0		Avon Park	Spring Lake			\$6,424.67	\$24,742.15
AVPKFLXADS0		Avon Park	Sebring			\$6,424.67	\$24,742.15
AVPKFLXADS0	WCHLFLXADS0	Avon Park	Wauchula			\$6,424.67	\$24,742.15
BAKRFLXADS0		Baker	Shalimar			NA	NA
BAKRFLXADS0		Baker	Defuniak Springs			NA	NA
BAKRFLXADS0		Baker	Destin			NA	NA
BAKRFLXADS0		Baker	Fort Walton Beach			NA	NA
BAKRFLXADS0		Baker	Valparaiso			NA	NA
BAKRFLXADS0	LRHLFLXADS0	Baker	Laurel Hill*			NA	NA
BAKRFLXA	CRVWFLXA	Baker	Crestview	\$124.39	\$3,247.36	NA	NA
BLVWFLXADS0		Belleview	Wildwood			\$3,955.44	\$14,865.23
BLVWFLXA	OCNFFLXA	Belleview	Forest	\$247.76	\$5,604.09		ICB
BLVWFLXA	OCALFLXA	Belleview	Highlands	\$131.95	\$2,356.73		
BLVWFLXA	SSPRFLXA	Belleview	Salt Springs	\$454.43	\$11,117.08	\$17,141.72	ICB
BLVWFLXA	CITRFLXA	Belleview	Citra*	\$263.21	\$5,308.68	NA	NA
BLVWFLXA	MCINFLXA	Belleview	McIntosh*	\$263.21	\$5,308.68	NA	NA
BLVWFLXA	ORSPFLXA	Belleview	Orange Springs*	\$263.21	\$5,308.68	NA	NA
BLVWFLXA	DNLNFLXA	Belleview	Dunnellon*	\$184.30	\$3,832.70	\$8,965.93	ICB
BLVWFLXA	OKLWFLXA	Belleview	Oklawaha	\$71.95	\$1,178.36	\$4,733.52	\$17,601.45
BLVWFLXA	LDLKFLXB	Belleview	Lady Lake (821)	\$86.39	\$1,771.38	\$3,955.44	\$14,865.23
BLVWFLXA	SVSSFLXA	Belleview	Silver Springs Shores	\$71.95	\$1,178.36	\$4,401.28	\$16,272.45
BLVWFLXA	OCALFLXA	Belleview	Ocala	\$138.82	\$2,654.34	\$6,870.54	\$26,525.62
BVHLFLXA	CHSWFLXA	Beverly Hills	Chassahowitzka	\$260.80	\$5,018.74		
BVHLFLXA	CRRVFLXA	Beverly Hills	Crystal River	\$188.84	\$3,247.36	\$6,151.88	\$23,274.91
BVHLFLXA	HMSPFLLXA	Beverly Hills	Homosassa Springs	\$188.84	\$3,247.36	\$6,151.88	\$23,274.91
BVHLFLXA	INVRFLXA	Beverly Hills	Inverness	\$188.84	\$3,247.36	\$6,151.88	\$23,274.91
BVHLFLXADS0		Beverly Hills	Dunnellon*			\$2,095.39	\$7,965.69



Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
BCGRFLXARS0		Boca Grande	Cape Haze			\$15,934.09	NA
BCGRFLXARS0		Boca Grande	Englewood*			ICB	NA
BCGRFLXARS0		Boca Grande	Port Charlotte			\$15,934.09	NA
BCGRFLXARS0	PNGRFLXA	Boca Grande	Punta Gorda			\$15,934.09	NA
BNFYFLXARS0		Bonifay	Ponce de Leon			NA	NA
BNFYFLXA	RYHLFLXA	Bonifay	Reynolds Hill	\$71.95	\$1,771.38	NA	NA
BNFYFLXARS0		Bonifay	Defuniak Springs			ICB	NA
BNFYFLXA	WSTVFLXA	Bonifay	Westville	\$124.39	\$3,247.36	ICB	ICB
BNFYFLXARS0		Bonifay	Chipley			NA	NA
BNFYFLXARS0		Bonifay	Graceville			NA	NA
BNFYFLXARS0		Bonifay	Vernon			NA	NA
BNSPFLXA	CYLKFLXA	Bonita Springs	Cypress Lake	\$86.39	\$1,178.36		
BNSPFLXA	FTMYFLXB	Bonita Springs	East Fort Meyers	\$86.39	\$1,178.36		
BNSPFLXA	FTMBFLXA	Bonita Springs	Fort Myers Beach	\$131.95	\$2,356.73	\$12,903.09	ICB
BNSPFLXA	FTMYFLXA	Bonita Springs	Fort Myers	\$86.39	\$1,178.36	\$6,632.99	\$25,575.46
BNSPFLXA		Bonita Springs	Forte Mead			\$6,632.99	\$25,575.46
BNSPFLXA	GLGCFLXA	Bonita Springs	Golden Gate	\$86.39	\$1,178.36		
BNSPFLXA	NPLSFLXA	Bonita Springs	Naples	\$86.39	\$1,178.36	\$6,632.99	\$25,575.46
BNSPFLXA	NNPLFLXA	Bonita Springs	North Naples	\$86.39	\$1,178.36	\$6,632.99	\$25,575.46
BNSPFLXA	NPLSFLXD	Bonita Springs	Naples Moorings	\$86.39	\$1,178.36		
BNSPFLXA	NPLSFLXC	Bonita Springs	Naples Southeast	\$86.39	\$1,178.36		
BWLGFLXA	ZLSPFLXA	Bowling Green	Zolfo Springs	\$124.39	\$2,654.34	\$11,102.48	NA
BWLGFLXARS0		Bowling Green	Forte Mead			\$11,102.48	NA
BWLGFLXA	WCHLFLXA	Bowling Green	Wauchula	\$86.39	\$1,178.36	\$11,102.48	NA
KSSMFLXD	KSSMFLXA	Buenaventura Lakes	Kissimmee	\$71.95	\$1,771.38	\$7,736.53	\$29,323.34
BSHNFLXA	WLWDFLXA	Bushnell	Wildwood	\$202.19	\$4,425.72	\$10,825.97	ICB
BSHNFLXA	HOWYFLXA	Bushnell	Howey-in-the-Hills			NA	NA
BSHNFLXA	LSBGFLXA	Bushnell	Leesburg			\$6,870.54	\$26,525.62
CPCRFLXADSO	FTMBFLXA	Cape Coral	Fort Myers Beach	\$204.03	\$3,180.13	\$9,654.87	ICB
CPCRFLXADSO	PNISFLXA	Cape Coral	Pine Island	\$204.03	\$3,180.13	\$9,654.87	ICB
CPCRFLXADSO		Cape Coral	Sanibel-Captiva Island	\$204.03	\$3,180.13	\$9,654.87	ICB

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
CPCRFLXADSO		Cape Coral	Punta Gorda	\$205.87	\$3,266.92	\$9,809.44	ICB
CPCRFLXADSO		Cape Coral	East Fort Meyers	\$208.36	\$3,336.34	\$10,017.77	ICB
CPCRFLXADSO		Cape Coral	Lehigh	\$208.36	\$3,336.34	\$10,017.77	ICB
CPCRFLXADSO		Cape Coral	Fort Myers	\$84.85	\$1,109.17	\$3,384.77	\$12,206.49
CPCRFLXADSO	CPCRFLXABDS1	Cape Coral	North Cape Coral	\$84.85	\$1,109.17	\$3,384.77	\$12,206.49
CPCRFLXADSO	NFMYFLXADSO	Cape Coral	North Fort Myers	\$84.85	\$1,109.17	\$3,384.77	\$12,206.49
CPHZFLXADSO		Cape Haze	Punta Gorda	\$280.52	\$5,347.58	\$15,934.09	NA
CPHZFLXADSO		Cape Haze	Port Charlotte	\$159.49	\$3,189.84	\$9,509.42	NA
CPHZFLXADSO		Cape Haze	Englewood*	\$115.93	\$2,545.27	\$7,622.75	NA
		Cherry Lake	Greenville	\$975.81	ICB	ICB	NA
		Cherry Lake	Lee	\$200.72	\$3,959.06	NA	NA
		Cherry Lake	Madison	\$91.79	\$1,294.67	\$3,823.88	NA
CLMTFLXA	WNDRFLXA	Clermont	Windermere	\$509.06	ICB	NA	NA
CLMTFLXA	UMTLFLXA	Clermont	Umatilla	\$184.67	\$2,663.54	\$7,881.92	NA
CLMTFLXA		Clermont	Orlando*	\$416.86	\$8,435.55	ICB	ICB
CLMTFLXA		Clermont	Celebration*	\$439.89	\$8,421.75	ICB	NA
CLMTFLXA		Clermont	Lady Lake	\$217.98	\$3,641.00	\$10,825.97	ICB
CLMTFLXA		Clermont	Howey-in-the-Hills	\$277.76	\$6,160.35	NA	NA
CLMTFLXA		Clermont	Reedy Creek	\$263.13	\$6,101.68	\$18,362.29	ICB
CLMTFLXA		Clermont	Montverde	\$137.09	\$1,992.03	\$5,903.27	\$22,178.27
CLMTFLXA		Clermont	Lake Buena Vista*	\$324.25	\$7,039.36	ICB	ICB
CLMTFLXA		Clermont	Winter Garden	\$360.93	\$7,608.84	ICB	ICB
CLMTFLXA		Clermont	Groveland	\$126.34	\$2,306.35	\$6,870.54	\$26,525.62
CLMTFLXA		Clermont	Eustis	\$81.16	\$1,041.32	\$3,075.41	\$11,345.07
CLMTFLXA		Clermont	Leesburg	\$81.16	\$1,041.32	\$3,075.41	\$11,345.07
CLMTFLXA		Clermont	Mt. Dora	\$81.16	\$1,041.32	\$3,075.41	\$11,345.07
CLMTFLXA		Clermont	Tavares	\$81.16	\$1,041.32	\$3,075.41	\$11,345.07
CLTNFLXA	MRHNFLXA	Clewiston	Moore Haven	\$185.25	\$3,910.96	\$11,672.74	NA
CLTNFLXA	LBLLFLXA	Clewiston	LaBelle	\$185.25	\$3,910.96	\$11,672.74	NA
CPCRFLXB	FTMYFLXC	Copperas Cove	Ft. Myers	\$84.85	\$1,109.17		
		Cottdonale	Marianna	\$409.84	ICB	ICB	ICB

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
		Cottdale	Greenwood	\$547.08	ICB	ICB	NA
		Cottdale	Malone	\$547.08	ICB	ICB	NA
		Cottdale	Grand Ridge	\$546.01	ICB	ICB	NA
		Cottdale	Sneads	\$546.01	ICB	ICB	NA
		Cottdale	Chipley*	\$458.02	ICB	NA	NA
		Cottdale	Graceville*	\$458.02	ICB	NA	NA
		Crawfordville	Alligator Point*	\$455.40	ICB	ICB	NA
		Crawfordville	Carrabelle*	\$455.40	ICB	ICB	NA
		Crawfordville	Sopchoppy	\$425.68	ICB	ICB	ICB
		Crawfordville	Tallahassee	\$425.68	ICB	ICB	ICB
		Crawfordville	Panacea	\$128.83	\$2,341.44	\$7,081.55	\$26,993.59
		Crawfordville	St. Marks	\$100.89	\$1,558.76	\$4,733.52	\$17,601.45
CRVWFLXADS0		Crestview	Shalimar	\$223.10	\$3,749.09	\$11,255.99	ICB
CRVWFLXA	DFSPFLXA	Crestview	DeFuniak Springs	\$149.76	\$3,535.09	\$8,730.03	ICB
CRVWFLXADS0		Crestview	Destin	\$148.48	\$2,926.19	\$8,730.03	ICB
CRVWFLXADS0		Crestview	Fort Walton Beach	\$148.48	\$2,926.19	\$8,730.03	ICB
CRVWFLXADS0		Crestview	Valparaiso	\$148.48	\$2,926.19	\$8,730.03	ICB
CRVWFLXADS0	LRHLFLXADSO	Crestview	Laurel Hill*	\$241.95	\$5,723.56	NA	NA
		Crystal River	Homosassa Springs	\$117.78	\$2,031.54	\$6,151.88	\$23,274.91
		Crystal River	Yankeetown*	\$168.74	\$2,737.04	\$8,247.27	ICB
		Crystal River	Inverness	\$117.78	\$2,031.54	\$6,151.88	\$23,274.91
CYLKFLXA	IONAFLXA	Cypress Lake	Iona	\$152.31			
CYLKFLXA	FTMYFLMA	Cypress Lake	Ft. Myers	\$84.85	\$1,109.17		
CYLKFLXA	SCPKFLXA	Cypress Lake		\$256.06			
DDCYFLXA	LSBGFLXA	Dade City	Leesburg	\$126.34			
DDCYFLXA	SNANFLXA	Dade City	San Antonio	\$95.20	\$1,399.27	\$4,255.07	\$15,687.67
		Dade City	Trilacoochee	\$95.20	\$1,399.27	\$4,255.07	\$15,687.67
		Dade City	Tampa-Central*	\$62.85	\$975.30	\$2,899.76	NA
		Dade City	Tampa-North*	\$62.85	\$975.30	\$2,899.76	NA
		Dade City	Zephyrhills*	\$62.85	\$975.30	\$2,899.76	NA
CYLKFLXB	FTMYFLMA	Cypress Lake	Ft. Myers	\$84.85	\$1,109.17		

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
DFSPFLXADS0		DeFuniak Springs	Reynolds Hill	\$865.41	ICB	NA	NA
DFSPFLXADS0		DeFuniak Springs	Westville	\$742.61	ICB	ICB	NA
DFSPFLXADS0		DeFuniak Springs	Shalimar	\$223.10	\$3,749.09	\$11,255.99	ICB
DFSPFLXADS0		DeFuniak Springs	Santa Rosa Beach	\$148.48	\$2,926.19	\$8,730.03	ICB
DFSPFLXADS0		DeFuniak Springs	Seagrove Beach	\$148.48	\$2,926.19	\$8,730.03	ICB
DFSPFLXADS0	PXTNFLXADS0	DeFuniak Springs	Paxton*	\$390.43	\$8,649.75	NA	NA
DFSPFLXADS0		DeFuniak Springs	Fort Walton Beach	\$148.48	\$2,926.19	\$8,730.03	ICB
DFSPFLXADS0	FRPTFLARS0	DeFuniak Springs	Freeport	\$148.48	\$2,926.19	\$8,730.03	ICB
DFSPFLXADS0		DeFuniak Springs	Valparaiso	\$148.48	\$2,926.19	\$8,730.03	ICB
DFSPFLXADS0		DeFuniak Springs	Glendale	\$118.65	\$2,056.12	\$6,225.59	\$23,569.78
DFSPFLXADS0		DeFuniak Springs	Ponce de Leon	\$266.47	\$7,075.88	NA	NA
DESTFLXADS0		Destin	Shalimar	\$223.10	\$3,749.09	\$11,255.99	ICB
DESTFLXADS0	FRPTFLARS0	Destin	Freeport	\$148.48	\$2,926.19	\$8,730.03	ICB
DESTFLXADS0	GLDLFLXARS0	Destin	Glendale	\$267.12	\$4,982.31	\$14,955.62	ICB
DESTFLXADS0		Destin	Ponce de Leon	\$414.94	ICB	NA	NA
DESTFLXADS0		Destin	DeFuniak Springs	\$148.48	\$2,926.19	\$8,730.03	ICB
DESTFLXADS0		Destin	Fort Walton Beach	\$148.48	\$2,926.19	\$8,730.03	ICB
DESTFLXADS0		Destin	Santa Rosa Beach	\$148.48	\$2,926.19	\$8,730.03	ICB
DESTFLXADS0		Destin	Seagrove Beach	\$148.48	\$2,926.19	\$8,730.03	ICB
DESTFLXADS0		Destin	Valparaiso	\$148.48	\$2,926.19	\$8,730.03	ICB
		Eustis	Umatilla	\$184.67	\$2,663.54	\$7,881.92	NA
		Eustis	Lady Lake	\$172.80	\$2,375.97	\$7,030.85	\$26,210.31
		Eustis	Howey-in-the-Hills	\$263.30	\$5,755.86	NA	NA
		Eustis	Montverde	\$137.09	\$1,992.03	\$5,903.27	\$22,178.27
		Eustis	Groveland	\$207.49	\$3,347.67	\$9,945.95	ICB
		Eustis	Leesburg	\$81.16	\$1,041.32	\$3,075.41	\$11,345.07
		Eustis	Mt. Dora	\$81.16	\$1,041.32	\$3,075.41	\$11,345.07
		Eustis	Tavares	\$81.16	\$1,041.32	\$3,075.41	\$11,345.07
EVRGFLXA	NPLSFLXA	Everglades	Naples	\$123.51	\$2,227.17	\$6,632.99	\$25,575.46
		Forest	Lady Lake (821)	\$384.81	\$7,045.65	ICB	ICB
	SVSSFLXA	Forest	Silver Springs Shore	\$263.78	\$4,852.65	\$14,672.46	ICB

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
		Forest	Dunnellon*	\$344.13	\$6,416.50	\$19,237.11	ICB
		Forest	Oklawaha	\$263.78	\$4,852.65	\$14,672.46	ICB
		Forest	Salt Springs	\$166.83	\$3,404.65	\$10,271.18	ICB
		Forest	Citra*	\$287.12	\$6,165.74	NA	NA
		Forest	McIntosh*	\$287.12	\$6,165.74	NA	NA
		Forest	Orange Springs*	\$287.12	\$6,165.74	NA	NA
		Forest	Ocala	\$166.83	\$3,404.65	\$10,271.18	ICB
FTMDFLXA		Fort Meade	Bartow*	\$349.50	\$6,266.93	\$18,716.99	NA
FTMDFLXA		Fort Meade	Lakeland*	\$349.50	\$6,266.93	\$18,716.99	NA
FTMYFLXA	IMKLFLXA	Fort Myers	Immokalee	\$123.51	\$2,227.17	\$6,632.99	\$25,575.46
FTMYFLXA	CPCRFLXABDS1	Fort Myers	North Cape Coral	\$84.85	\$1,109.17	\$3,384.77	\$12,206.49
FTMYFLXA	FTMBFLXA	Fort Myers	Fort Myers Beach	\$119.19	\$2,070.96	\$6,270.10	\$23,747.78
FTMYFLXA	GLGCFLXADS0	Fort Myers	Goldengate	\$124.39			
FTMYFLXA	NFMYFLXA	Fort Myers	North Fort Myers	\$119.19	\$2,070.96	\$6,270.10	\$23,747.78
FTMYFLXB	NFMYFLXA	Fort Myers	North Fort Myers	\$136.41	\$2,949.75		
FTMYFLXC	NFMYFLXA	Fort Myers	North Fort Myers	\$84.85	\$1,109.17		
FTMYFLXA	PNISFLXA	Fort Myers	Pine Island	\$119.19	\$2,070.96		
FTMYFLXA		Fort Myers	Sanibel-Captiva Island	\$119.19	\$2,070.96	\$6,270.10	\$23,747.78
FTMYFLXC	PTCTFLXA	Fort Myers	Port Charlotte	\$205.87	\$3,266.92	\$6,270.10	\$23,747.78
FTMYFLXA	LBLLFLXA	Fort Myers	LaBelle	\$121.03	\$2,157.74		
FTMYFLXA		Fort Myers	Punta Gorda	\$121.03	\$2,157.74	\$6,424.67	\$24,742.15
FTMYFLXA		Fort Myers	Lehigh Acres	\$123.51	\$2,227.17	\$6,424.67	\$24,742.15
FTMYFLXA	NPLSFLXA	Fort Myers	Naples	\$124.39	\$2,227.17	\$6,632.99	\$25,575.46
FTMYFLXA		Fort Myers	North Naples	\$123.51	\$2,227.17	\$6,632.99	\$25,575.46
FTMYFLXC	ARCDFLXA	Fort Myers	Arcadia	\$121.03	\$2,157.74		
FTMYFLXC	BNSPFLXA	Fort Myers	Bonita Springs	\$123.51	\$2,227.17		
FTMYFLXC	CPCRFLXA	Fort Myers	Cape Coral	\$84.85	\$1,109.17		
FTMYFLXC	GLGCFLXA	Fort Myers	Goldengate	\$123.51	\$2,227.17		
FTMYFLXC	LBLLFLXA	Fort Myers	LaBelle	\$121.03	\$2,157.74		
FTMYFLXC	MOISFLXD	Fort Myers	Marco Island	\$123.51	\$2,227.17		
FTMYFLXC	NPLSFLXC	Fort Myers	Naples	\$123.51	\$2,227.17		

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
FTMYFLXC	NPLSFLXD	Fort Myers	Naples	\$156.33	\$2,227.17	\$6,632.99	\$25,575.46
FTMYFLXC	NNPLFLXA	Fort Myers	North Naples	\$123.51	\$2,227.17		
FTMYFLXC	SBNGFLXA	Fort Myers	Sebring	\$121.03	\$2,157.74		
FTMYFLXC	PTCTFLXA	Fort Myers	Port Charlotte	\$121.03	\$2,157.74		
FTMYFLXC	PNGRFLXA	Fort Myers	Punta Gorda	\$121.03	\$2,157.74		
FTWBFLXA	CPCRFLXAB	Fort Myers Beach	North Cape Coral	\$204.03	\$3,180.13		
FTWBFLXA		Fort Myers Beach	Naples	\$242.70	\$4,298.12	\$9,654.87	ICB
FTWBFLXA		Fort Myers Beach	North Naples	\$242.70	\$4,298.12	\$12,903.09	ICB
FTWBFLXA	NFMYFLXADS0	Fort Myers Beach	North Fort Myers	\$119.19	\$2,070.96	\$12,903.09	ICB
FTWBFLXA	PNISFLXA	Fort Myers Beach	Pine Island	\$119.19	\$2,070.96	\$6,270.10	\$23,747.78
FTWBFLXA		Fort Myers Beach	Sanibel-Captiva Island	\$119.19	\$2,070.96	\$6,270.10	\$23,747.78
FTWBFLXA		Fort Walton Beach	Santa Rosa Beach	\$223.10	\$3,749.09	\$6,270.10	\$23,747.78
FTWBFLXA		Fort Walton Beach	Seagrove Beach	\$223.10	\$3,749.09	\$11,255.99	ICB
FTWBFLXA	TLHSFLXA	Fort Walton Beach	Tallahassee	\$1,207.55		\$11,255.99	ICB
FTWBFLXA	FRPTFLARS0	Fort Walton Beach	Freeport	\$148.48	\$2,926.19		
FTWBFLXA		Fort Walton Beach	Shalimar	\$148.48	\$2,926.19	\$8,730.03	ICB
FTWBFLXA		Fort Walton Beach	Valparaiso	\$148.48	\$2,926.19	\$8,730.03	ICB
FTWBFLXA		Fort Walton Beach	Holley-Navarre*	\$40.72	\$456.22	\$8,730.03	ICB
FTWBFLXB	CRVWFLXA	Fort Walton Beach	Crestview	\$148.48			
FRPTFLARS0		Freeport	Santa Rosa Beach	\$148.48	\$2,926.19	\$1,347.56	\$4,974.36
FRPTFLARS0		Freeport	Seagrove Beach	\$148.48	\$2,926.19	\$8,730.03	ICB
FRPTFLARS0		Freeport	Valparaiso	\$148.48	\$2,926.19	\$8,730.03	ICB
FRPTFLARS0	GLDLFLXARS0	Freeport	Glendale	\$267.12	\$4,982.31	\$8,730.03	ICB
FRPTFLARS0		Freeport	Ponce de Leon	\$414.94	ICB	\$14,955.62	ICB
GLDLFLXARS0		Glendale	Santa Rosa Beach	\$267.12	\$4,982.31	NA	NA
GLDLFLXARS0		Glendale	Seagrove Beach	\$267.12	\$4,982.31	\$14,955.62	ICB
GLDLFLXARS0	PXTNFLXADS0	Glendale	Paxton*	\$509.07	ICB	\$14,955.62	ICB
GLDLFLXARS0		Glendale	Valparaiso	\$267.12	\$4,982.31	NA	NA
GLDLFLXARS0		Glendale	Ponce de Leon	\$385.11	\$9,132.00	\$14,955.62	ICB
GLDLFLXARS0		Grand Ridge	Greenwood	\$273.41	\$5,103.32	NA	NA

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
		Grand Ridge	Malone	\$273.41	\$5,103.32	\$15,189.75	NA
		Grand Ridge	Sneads	\$136.17	\$2,536.53	\$15,189.75	NA
		Grand Ridge	Graceville*	\$184.36	\$3,542.15	\$7,549.51	NA
		Grand Ridge	Marianna	\$136.17	\$2,536.53	NA	NA
		Greenville	Monticello	\$884.02	ICB	\$7,549.51	NA
		Greenville	Tallahassee	\$884.02	ICB	ICB	NA
		Greenville	Lee	\$992.94	ICB	ICB	NA
		Greenville	Madison	\$265.77	\$5,780.14	NA	NA
		Greenwood	Malone	\$137.24	\$2,566.79	NA	NA
		Greenwood	Sneads	\$273.41	\$5,103.32	\$7,640.24	NA
		Greenwood	Graceville*	\$185.43	\$3,572.40	\$15,189.75	NA
		Greenwood	Marianna	\$137.24	\$2,566.79	NA	NA
		Groveland	Umatilla	\$311.01	\$4,969.89	\$7,640.24	NA
		Groveland	Orlando*	\$543.20	ICB	\$14,752.45	NA
		Groveland	Windermere	\$566.23	ICB	ICB	ICB
		Groveland	Monteverde	\$351.19	\$6,985.36	ICB	NA
		Groveland	Winter Garden	\$487.27	\$9,915.19	NA	NA
		Groveland	Lady Lake	\$217.98	\$3,641.00	ICB	ICB
		Groveland	Howey-in-the-Hills	\$308.49	\$7,020.89	\$10,825.97	ICB
		Groveland	Mt. Dora	\$207.49	\$3,347.67	NA	NA
		Groveland	Tavares	\$207.49	\$3,347.67	\$9,945.95	ICB
		Groveland	Bushnell	\$126.34	\$2,306.35	\$9,945.95	ICB
		Groveland	Leesburg	\$126.34	\$2,306.35	\$6,870.54	\$26,525.62
		Homosassa Springs	Inverness	\$117.78	\$2,031.54	\$6,870.54	\$26,525.62
		Homosassa Springs	Beverly Hills	\$117.78	\$2,031.54	\$6,151.88	\$23,274.91
		Howey-In-The-Hills	Umatilla	\$366.82	\$7,378.07	\$6,151.88	\$23,274.91
		Howey-In-The-Hills	Wildwood	\$273.79	\$6,049.18	NA	NA
		Howey-In-The-Hills	Monteverde	\$407.00	\$9,393.55	NA	NA
		Howey-In-The-Hills	Lady Lake	\$273.79	\$6,049.18	NA	NA
		Howey-In-The-Hills	Mt. Dora	\$263.30	\$5,755.86	NA	NA
		Howey-In-The-Hills	Tavares	\$263.30	\$5,755.86	NA	NA

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
		Howey-In-The-Hills	Leesburg	\$182.15	\$4,714.54	NA	NA
IMKLFLXA	LBLLFLXA	Immokalee	LaBelle	\$244.54	\$4,384.91	NA	NA
IMKLFLXA	NPLSFLXA	Immokalee	Naples	\$123.51	\$2,227.17	\$13,057.66	ICB
		Inverness	Brooksville*	\$189.19	\$3,281.65	\$6,632.99	\$25,575.46
		Inverness	Dunnellon*	\$168.74	\$2,737.04	\$9,770.30	NA
		Inverness	Yankeetown*	\$168.74	\$2,737.04	\$8,247.27	ICB
		Kenansville	Orlando*	\$357.75	\$6,779.96	\$8,247.27	ICB
		Kenansville	St. Cloud	\$204.02	\$4,446.10	ICB	ICB
		Kenansville	West Kissimmee	\$301.82	\$5,953.26	\$13,395.49	ICB
		Kenansville	Kissimmee	\$204.02	\$4,446.10	\$17,868.41	ICB
		Kingsley Lake	Jacksonville*	\$427.57	ICB	\$13,395.49	ICB
		Kingsley Lake	Raiford*	\$445.77	ICB	NA	NA
		Kingsley Lake	Lawtey	\$391.68	ICB	NA	NA
		Kingsley Lake	Starke	\$391.68	ICB	NA	NA
		Kissimmee	Reedy Creek	\$360.93	\$7,608.84	NA	NA
		Kissimmee	Orlando*	\$153.73	\$2,333.87	ICB	ICB
		Kissimmee	Celebration*	\$176.76	\$2,320.07	\$6,931.94	\$26,355.37
		Kissimmee	Haines City*	\$388.39	\$9,289.04	\$6,859.39	NA
		Kissimmee	St. Cloud	\$204.02	\$4,446.10	NA	NA
KSSMFLXA	WNDRFLXA	Kissimmee	Windermere	\$174.82		\$13,395.49	ICB
		Kissimmee	West Kissimmee	\$97.80	\$1,507.16		
KSSMFLXA	WNPKFLXA	Kissimmee	Winter Park	\$97.80	\$1,507.16	\$4,472.93	\$16,935.20
KSSMFLXB	WNPKFLXA	Kissimmee	Winter Park	\$97.80	\$1,507.16	\$4,472.93	\$16,935.20
		Lady Lake (753)	Umatilla	\$276.31	\$3,998.19		
		Lady Lake (753)	Monteverde	\$316.49	\$6,013.66	\$11,837.35	NA
		Lady Lake (753)	Ocklawaha	\$188.59	\$2,782.65	NA	NA
	SVSSFLXA	Lady Lake (753)	Silver Springs Shore	\$188.59	\$2,782.65	\$8,356.72	ICB
		Lady Lake (753)	Mt. Dora	\$172.80	\$2,375.97	\$8,356.72	ICB
		Lady Lake (753)	Tavares	\$172.80	\$2,375.97	\$7,030.85	\$26,210.31
		Lady Lake (753)	Leesburg	\$91.64	\$1,334.65	\$7,030.85	\$26,210.31
		Lady Lake (753)	Wildwood	\$91.64	\$1,334.65	\$3,955.44	\$14,865.23



Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
		Lady Lake (821)	Umatilla	\$276.31	\$3,998.19	\$3,955.44	\$14,865.23
		Lady Lake (821)	Monteverde	\$316.49	\$6,013.66	\$11,837.35	NA
		Lady Lake (821)	Salt Springs	\$384.81	\$7,045.65	NA	NA
		Lady Lake (821)	Silver Springs Shores	\$188.59	\$2,782.65	ICB	ICB
		Lady Lake (821)	Oklawaha	\$188.59	\$2,782.65	\$8,356.72	ICB
		Lady Lake (821)	Ocala	\$217.98	\$3,641.00	\$8,356.72	ICB
		Lady Lake (821)	Mt. Dora	\$172.80	\$2,375.97	\$10,825.97	ICB
		Lady Lake (821)	Tavares	\$172.80	\$2,375.97	\$7,030.85	\$26,210.31
		Lady Lake (821)	Leesburg	\$91.64	\$1,334.65	\$7,030.85	\$26,210.31
LKPCFLXARS0	SLHLFLXARS0	Lake Placid	Spring Lake	\$208.16	\$3,322.05	\$3,955.44	\$14,865.23
LKPCFLXARS0	SLHLFLXARS0	Lake Placid	Sebring	\$87.14	\$1,164.30	\$9,857.43	NA
		Lee	Madison	\$108.93	\$2,664.39	\$3,432.76	NA
LSBGFLXA		Leesburg	Umatilla	\$184.67	\$2,663.54	NA	NA
LSBGFLXA		Leesburg	Monteverde	\$137.09	\$1,992.03	\$7,881.92	NA
LSBGFLXA	OCALFLXA	Leesburg	Ocala	\$126.34	\$2,306.35	\$5,903.27	\$22,178.27
LSBGFLXA		Leesburg	Wildwood	\$91.64	\$1,334.65		
LSBGFLXA		Leesburg	Mt. Dora	\$81.16	\$1,041.32	\$3,955.44	\$14,865.23
LSBGFLXA		Leesburg	Tavares	\$81.16	\$1,041.32	\$3,075.41	\$11,345.07
LHACFLXA	CPCRFLXADS0	Lehigh Acres	Cape Coral	\$208.36	\$3,336.34	\$3,075.41	\$11,345.07
LHACFLXA	CPCRFLXABDS1	Lehigh Acres	North Cape Coral	\$208.36	\$3,336.34	\$10,017.77	ICB
LHACFLXA	NFMYFLXADS0	Lehigh Acres	North Ft. Myers	\$242.70	\$4,298.12	\$10,017.77	ICB
						\$12,903.09	ICB
		Madison	Monticello	\$727.18	ICB		
		Malone	Tallahassee	\$727.18	ICB	ICB	ICB
		Malone	Sneads	\$273.41	\$5,103.32	ICB	ICB
		Malone	Graceville*	\$185.43	\$3,572.40	\$15,189.75	NA
MOISFLXA	NPLSFLXA	Marco Island	Marianna	\$137.24	\$2,566.79	NA	NA
MOISFLXA	NNPLFLXA	Marco Island	Naples	\$123.51	\$2,227.17	\$7,640.24	NA
		Marianna	North Naples	\$123.51	\$2,227.17	\$6,632.99	\$25,575.46
		Marianna	Sneads	\$136.17	\$2,536.53	\$6,632.99	\$25,575.46
		Marianna	Altha *	\$142.46	\$2,359.32	\$7,549.51	NA

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
		Monticello	Graceville*	\$48.19	\$1,005.61	\$7,025.66	NA
		Montverde	Tallahassee	\$727.18	ICB	NA	NA
		Montverde	Umatilla	\$328.36	\$6,301.23	ICB	ICB
		Montverde	Windermere	\$320.45	\$6,079.70	NA	NA
		Montverde	Reedy Creek	\$502.44	ICB	NA	NA
		Montverde	East Orange*	\$297.42	\$5,971.56	NA	NA
		Montverde	Orlando*	\$297.42	\$5,971.56	NA	NA
		Montverde	Lake Buena Vista*	\$302.61	\$6,223.18	NA	NA
		Montverde	Celebration*	\$222.65	\$4,450.60	NA	NA
		Montverde	Tavares	\$224.85	\$4,679.01	NA	NA
		Montverde	Winter Park	\$241.49	\$5,144.85	NA	NA
		Mt. Dora	Winter Garden	\$143.69	\$3,637.69	NA	NA
		Mt. Dora	Umatilla	\$184.67	\$2,663.54	NA	NA
		Mt. Dora	Monteverde	\$137.09	\$1,992.03	\$7,881.92	NA
		Mt. Dora	Winter Park	\$178.95	\$2,548.48	\$5,903.27	\$22,178.27
GLGCFLXASD0		Naples	Tavares	\$81.16	\$1,041.32	\$7,548.34	\$28,280.27
CPCRFLXABDS1	PNISFLXA	North Cape Coral	North Naples	\$123.51	\$2,227.17	\$3,075.41	\$11,345.07
CPCRFLXABDS1	PNISFLXA	North Cape Coral	Pine Island	\$204.03	\$3,180.13	\$6,632.99	\$25,575.46
CPCRFLXABDS1		North Cape Coral	Pine Island	\$204.03	\$3,180.13	\$9,654.87	ICB
CPCRFLXABDS1		North Cape Coral	Sanibel-Captiva Island	\$204.03	\$3,180.13	\$9,654.87	ICB
CPCRFLXABDS1	PNGRFLXA	North Cape Coral	Sanibel-Captiva Island	\$204.03	\$3,180.13	\$9,654.87	ICB
CPCRFLXABDS1	NFMYFLXADS0	North Cape Coral	Punta Gorda	\$205.87	\$3,266.92	\$9,654.87	ICB
NFMYFLXADS0	CPCRFLXA	North Fort Myers	North Fort Myers	\$84.85	\$1,109.17	\$9,809.44	ICB
NFMYFLXA	NFMYFLXB	North Fort Myers	North Cape Coral	\$84.85	\$1,109.17	\$3,384.77	\$12,206.49
NFMYFLXADS0	PNISFLXA	North Fort Myers	North Fort Myers	\$121.03	\$2,157.74	\$3,384.77	\$12,206.49
NFMYFLXADS0		North Fort Myers	Pine Island	\$119.19	\$2,070.96		
NFMYFLXADS0	PNGRFLXA	North Fort Myers	Sanibel-Captiva Island	\$119.19	\$2,070.96	\$6,270.10	\$23,747.78
NFMYFLXA	FTMYFLXB	Fort Myers	Punta Gorda	\$121.03	\$2,157.74	\$6,270.10	\$23,747.78
OCALFLXA	INVRFLXA	Ocala	Inverness	\$126.34	\$2,306.35	\$6,424.67	\$24,742.15
OCALFLXA		Ocala	Marco Island	\$123.51	\$2,227.17		

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
OCALFLXA	SVSSFLXA	Ocala	Wildwood	\$217.98	\$3,641.00	\$6,632.99	\$25,575.46
OCALFLXA	SVSSFLXA	Ocala	Silver Springs Shores	\$96.95	\$1,448.00	\$10,825.97	ICB
OCALFLXA	TLHSFLXA	Ocala	Silver Springs	\$262.50	\$4,807.50	\$4,401.28	\$16,272.45
OCALFLXA		Ocala	Tallahassee	\$727.18		\$14,419.60	NA
OCALFLXA		Ocala	Citra*	\$246.63	\$5,067.44		
OCALFLXA		Ocala	Dunnellon*	\$177.30	\$3,011.84	NA	NA
OCALFLXA		Ocala	Oklawaha	\$96.95	\$1,448.00	\$8,965.93	ICB
OCALFLXA		Ocala	Salt Springs	\$166.83	\$3,404.65	\$4,401.28	\$16,272.45
OCALFLXA		Ocala	Williston	\$216.34	\$4,791.39	\$10,271.18	ICB
OCALFLXA		Ocala	McIntosh*	\$120.29	\$2,761.09	\$14,431.43	ICB
OKCBFLXADS0		Okeechobee	Orange Springs*	\$120.29	\$2,761.09	NA	NA
		Oklawaha	Sebring	\$121.03	\$2,157.74	NA	NA
		Oklawaha	Umatilla	\$407.95	\$6,417.89	\$6,424.67	\$24,742.15
		Oklawaha	Dunnellon*	\$274.24	\$4,459.85	\$19,153.73	NA
		Oklawaha	Eustis	\$318.90	\$5,200.17	\$13,367.21	ICB
	SVSSFLXA	Oklawaha	Leesburg	\$188.59	\$2,782.65	\$15,560.73	ICB
		Oklawaha	Silver Springs Shores	\$96.95	\$1,448.00	\$8,356.72	ICB
		Oklawaha	Salt Springs	\$263.78	\$4,852.65	\$4,401.28	\$16,272.45
		Oklawaha	Citra*	\$217.24	\$4,209.09	\$14,672.46	ICB
		Oklawaha	McIntosh*	\$217.24	\$4,209.09	NA	NA
		Orange City	Orange Springs*	\$217.24	\$4,209.09	NA	NA
		Orange City	Winter Park	\$441.78	ICB	NA	NA
		Orange City	DeBary*	\$37.52	\$358.87	NA	NA
		Orange City	Sanford*	\$37.52	\$358.87	\$1,050.49	NA
		Orange City	Deland*	\$74.81	\$1,653.88	\$1,050.49	NA
		Panacea	DeLeon Springs*	\$74.81	\$1,653.88	NA	NA
		Panacea	Alligator Point*	\$584.23	ICB	NA	NA
		Panacea	Sopchoppy	\$554.52	ICB	ICB	NA
		Panacea	Tallahassee	\$554.52	ICB	ICB	ICB
PNISFLXA		Pine Island	St. Marks	\$229.72	\$3,900.21	ICB	ICB
PNLNFLXARS0		Ponce de Leon	Sanibel-Captiva Island	\$119.19	\$2,070.96	\$11,815.07	ICB

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
PNLNFLXARS0		Ponce de Leon	Reynolds Hill	\$1,131.88	ICB	\$6,270.10	\$23,747.78
PNLNFLXARS0		Ponce de Leon	Westville	\$1,009.08	ICB	NA	NA
PNLNFLXARS0		Ponce de Leon	Santa Rosa Beach	\$414.94	ICB	NA	NA
PNLNFLXARS0		Ponce de Leon	Seagrove Beach	\$414.94	ICB	NA	NA
		Port Charlotte	Valparaiso	\$414.94	ICB	NA	NA
		Port Charlotte	North Port*	\$115.93	\$2,545.27	NA	NA
		Reedy Creek	Punta Gorda	\$121.03	\$2,157.74	\$7,622.75	NA
		Reedy Creek	Windermere	\$439.89	\$8,543.69	\$6,424.67	\$24,742.15
		Reedy Creek	East Orange*	\$416.86	\$8,435.55	ICB	NA
		Reedy Creek	Orlando*	\$416.86	\$8,435.55	ICB	ICB
		Reedy Creek	Celebration*	\$439.89	\$8,421.75	ICB	ICB
		Reedy Creek	Lake Buena Vista*	\$324.25	\$7,039.36	ICB	NA
		Reedy Creek	Haines City*	\$651.52	ICB	ICB	ICB
		Reedy Creek	Winter Garden	\$360.93	\$7,608.84	NA	NA
		Reedy Creek	Winter Park	\$360.93	\$7,608.84	ICB	ICB
		Reynolds Hill	West Kissimmee	\$263.13	\$6,101.68	ICB	ICB
		Reynolds Hill	Westville	\$532.63	ICB	\$18,362.29	ICB
	SVSSFLXA	Salt Springs	Graceville*	\$580.82	ICB	NA	NA
		Salt Springs	Silver Springs Shores	\$263.78	\$4,852.65	NA	NA
		Salt Springs	Dunnellon*	\$344.13	\$6,416.50	\$14,672.46	ICB
		Salt Springs	Citra*	\$287.12	\$6,165.74	\$19,237.11	ICB
		Salt Springs	McIntosh*	\$287.12	\$6,165.74	NA	NA
		San Antonio	Orange Springs*	\$287.12	\$6,165.74	NA	NA
		San Antonio	Brooksville*	\$158.04	\$2,374.56	NA	NA
		San Antonio	Tampa Central*	\$158.04	\$2,374.56	\$7,154.83	NA
		San Antonio	Tampa North*	\$158.04	\$2,374.56	\$7,154.83	NA
		San Antonio	Zephyrhills*	\$158.04	\$2,520.86	\$7,154.83	NA
		Santa Rosa Beach	Trilacoochee	\$95.20	\$1,399.27	\$7,589.79	NA
		Santa Rosa Beach	Seagrove Beach	\$148.48	\$2,926.19	\$4,255.07	\$15,687.67
SBNGFLXADS1	SLHLFLXARS0	Sebring	Valparaiso	\$148.48	\$2,926.19	\$8,730.03	ICB
SBNGFLXADS1		Sebring	Spring Lake	\$121.03	\$2,157.74	\$8,730.03	ICB

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
	SVSSFLXA	Silver Springs Shores	Wauchula	\$121.03	\$2,157.74	\$6,424.67	\$24,742.15
	SVSSFLXA	Silver Springs Shores	Wildwood	\$188.59	\$2,782.65	\$6,424.67	\$24,742.15
	SVSSFLXA	Silver Springs Shores	Dunnellon*	\$274.24	\$4,459.85	\$8,356.72	ICB
	SVSSFLXA	Silver Springs Shores	Citra*	\$217.24	\$4,209.09	\$13,367.21	ICB
	SVSSFLXA	Silver Springs Shores	McIntosh*	\$217.24	\$4,209.09	NA	NA
		Sneads	Orange Springs*	\$217.24	\$4,209.09	NA	NA
		Sneads	Chattahoochee*	\$184.36	\$3,542.15	NA	NA
		Sopchoppy	Graceville*	\$184.36	\$3,542.15	NA	NA
		Sopchoppy	St. Marks	\$526.57	ICB	NA	NA
		Sopchoppy	Alligator Point*	\$455.40	ICB	ICB	ICB
		Sopchoppy	Carrabelle*	\$455.40	ICB	ICB	NA
		St. Cloud	Tallahassee	\$425.68	ICB	ICB	NA
		St. Cloud	Orlando*	\$153.73	\$2,333.87	ICB	ICB
		St. Cloud	Celebration*	\$176.76	\$2,320.07	\$6,931.94	\$26,355.37
		St. Cloud	West Kissimmee	\$97.80	\$1,507.16	\$6,859.39	NA
		St. Marks	Winter Park	\$97.80	\$1,507.16	\$4,472.93	\$16,935.20
		St. Marks	Alligator Point*	\$556.29	ICB	\$4,472.93	\$16,935.20
		Starke	Tallahassee Blairstone	\$526.57	ICB	ICB	NA
		Starke	Lawtey	\$391.68	ICB	ICB	ICB
		Starke	Keystone Heights*	\$35.89	\$319.21	NA	NA
		Starke	Brooker*	\$54.10	\$1,149.67	\$931.48	NA
		Starke	Lake Butler*	\$54.10	\$1,149.67	NA	NA
		Starke	Raiford*	\$54.10	\$1,149.67	NA	NA
TLHSFLXA	TLHSFLXD	Tallahassee	Waldo*	\$54.10	\$1,149.67	NA	NA
TLHSFLXA		Tallahassee Blairstone	Tallahassee	\$79.86	ICB	NA	NA
TLHSFLXA		Tallahassee Blairstone	Havana*	\$840.67	ICB		
TLHSFLXA		Tallahassee Blairstone	Greta*	\$183.56	\$2,952.42	NA	NA
TLHSFLXA		Tallahassee Blairstone	Greensboro*	\$536.80	ICB	\$8,833.63	ICB
TLHSFLXA		Tallahassee Blairstone	Quincy*	\$536.80	ICB	ICB	ICB
TLHSFLXA		Tallahassee Blairstone	Alligator Point*	\$455.40	ICB	ICB	ICB
TLHSFLXA		Tallahassee Blairstone	Bristol*	\$455.40	ICB	ICB	NA

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated			Dedicated
				DS1	DS3	OC3	OC12
TLHSFLXA		Tallahassee Blairstone	Carrabelle*	\$455.40	ICB	ICB	NA
TLHSFLXA		Tallahassee Blairstone	Chattahoochee*	\$455.40	ICB	ICB	NA
		Tallahassee Thomasville	Hosford*	\$455.40	ICB	ICB	NA
		Tallahassee Thomasville	Greensboro*	\$267.17	\$4,026.83	ICB	NA
		Tallahassee Thomasville	Quincy*	\$267.17	\$4,026.83	\$12,114.10	ICB
		Tallahassee Thomasville	Havana*	\$498.59	ICB	\$12,114.10	ICB
		Tallahassee Thomasville	Greta*	\$183.56	\$2,952.42	NA	NA
		Tallahassee Thomasville	Alligator Point*	\$113.32	\$1,243.22	\$8,833.63	ICB
		Tallahassee Thomasville	Bristol*	\$113.32	\$1,243.22	\$3,760.81	NA
		Tallahassee Thomasville	Carrabelle*	\$113.32	\$1,243.22	\$3,760.81	NA
		Tallahassee Thomasville	Chattahoochee*	\$113.32	\$1,243.22	\$3,760.81	NA
		Tallahassee-Calhoun	Hosford*	\$113.32	\$1,243.22	\$3,760.81	NA
		Tallahassee-Calhoun	Greensboro*	\$183.56	\$2,952.42	\$3,760.81	NA
		Tallahassee-Calhoun	Quincy*	\$183.56	\$2,952.42	\$8,833.63	ICB
		Tallahassee-Calhoun	Greta*	\$536.80	ICB	\$8,833.63	ICB
		Tallahassee-Calhoun	Havana*	\$414.99	\$8,970.20	ICB	ICB
		Tallahassee-Calhoun	Alligator Point*	\$29.72	\$168.82	NA	NA
		Tallahassee-Calhoun	Bristol*	\$29.72	\$168.82	\$480.33	NA
		Tallahassee-Calhoun	Carrabelle*	\$29.72	\$168.82	\$480.33	NA
		Tallahassee-Calhoun	Chattahoochee*	\$29.72	\$168.82	\$480.33	NA
		Tallahassee-FSU	Hosford*	\$29.72	\$168.82	\$480.33	NA
		Tallahassee-FSU	Greta*	\$267.17	\$4,026.83	\$480.33	NA
		Tallahassee-FSU	Greensboro*	\$183.56	\$2,952.42	\$12,114.10	ICB
		Tallahassee-FSU	Quincy*	\$183.56	\$2,952.42	\$8,833.63	ICB
		Tallahassee-FSU	Havana*	\$414.99	\$8,970.20	\$8,833.63	ICB
		Tallahassee-FSU	Alligator Point*	\$102.17	\$966.45	NA	NA
		Tallahassee-FSU	Bristol*	\$102.17	\$966.45	\$2,824.69	NA
		Tallahassee-FSU	Carrabelle*	\$102.17	\$966.45	\$2,824.69	NA
		Tallahassee-FSU	Chattahoochee*	\$102.17	\$966.45	\$2,824.69	NA
TLHSFLXC	TLHSFLXA	Tallahassee-Mabry	Calhoun	ICB	\$797.63		
TLHSFLXC		Tallahassee-Mabry	Hosford*	\$102.17	\$966.45	\$2,824.69	NA

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
TLHSFLXC		Tallahassee-Mabry	Greensboro*	\$183.56	\$2,952.42	\$2,824.69	NA
TLHSFLXC		Tallahassee-Mabry	Greta*	\$183.56	\$2,952.42	\$8,833.63	ICB
TLHSFLXC		Tallahassee-Mabry	Quincy*	\$183.56	\$2,952.42	\$8,833.63	ICB
TLHSFLXC		Tallahassee-Mabry	Havana*	\$414.99	\$8,970.20	\$8,833.63	ICB
TLHSFLXC		Tallahassee-Mabry	Alligator Point*	\$102.17	\$966.45	NA	NA
TLHSFLXC		Tallahassee-Mabry	Bristol*	\$102.17	\$966.45	\$2,824.69	NA
TLHSFLXC		Tallahassee-Mabry	Carrabelle*	\$102.17	\$966.45	\$2,824.69	NA
TLHSFLXC		Tallahassee-Mabry	Chattahoochee*	\$102.17	\$966.45	\$2,824.69	NA
TLHSFLXC		Tallahassee-Perkins	Hosford*	\$102.17	\$966.45	\$2,824.69	NA
TLHSFLXC		Tallahassee-Perkins	Greensboro*	\$183.56	\$2,952.42	\$2,824.69	NA
TLHSFLXC		Tallahassee-Perkins	Greta*	\$183.56	\$2,952.42	\$8,833.63	ICB
TLHSFLXC		Tallahassee-Perkins	Quincy*	\$183.56	\$2,952.42	\$8,833.63	ICB
TLHSFLXC		Tallahassee-Perkins	Havana*	\$414.99	\$8,970.20	\$8,833.63	ICB
TLHSFLXC		Tallahassee-Perkins	Alligator Point*	\$102.17	\$966.45	NA	NA
TLHSFLXC		Tallahassee-Perkins	Bristol*	\$102.17	\$966.45	\$2,824.69	NA
TLHSFLXC		Tallahassee-Perkins	Carrabelle*	\$102.17	\$966.45	\$2,824.69	NA
TLHSFLXC		Tallahassee-Perkins	Chattahoochee*	\$102.17	\$966.45	\$2,824.69	NA
		Tallahassee-Willis	Hosford*	\$102.17	\$966.45	\$2,824.69	NA
		Tallahassee-Willis	Greensboro*	\$183.56	\$2,952.42	\$2,824.69	NA
		Tallahassee-Willis	Greta*	\$183.56	\$2,952.42	\$8,833.63	ICB
		Tallahassee-Willis	Quincy*	\$183.56	\$2,952.42	\$8,833.63	ICB
		Tallahassee-Willis	Havana*	\$414.99	\$8,970.20	\$8,833.63	ICB
		Tallahassee-Willis	Alligator Point*	\$102.17	\$966.45	NA	NA
		Tallahassee-Willis	Bristol*	\$102.17	\$966.45	\$2,824.69	NA
		Tallahassee-Willis	Carrabelle*	\$102.17	\$966.45	\$2,824.69	NA
		Tallahassee-Willis	Chattahoochee*	\$102.17	\$966.45	\$2,824.69	NA
TLHSFLXB	TLHSFLXF	Tallahassee-Willis	Thomas Rd.	ICB	\$1,872.03		
TLHSFLXB	TLHSFLXH	Tallahassee-Willis	Perkins Rd.	ICB	\$797.63		
		Tavares	Hosford*	\$102.17	\$966.45	\$2,824.69	NA
		Trilocochee	Umatilla	\$184.67	\$2,663.54	\$2,824.69	NA
		Trilocochee	Brooksville*	\$158.04	\$2,374.56	\$7,881.92	NA

Part C - Table One  
Dedicated Transport

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Dedicated OC3	Dedicated OC12
		Trilocochee	Zephyrhills*	\$158.04	\$2,520.86	\$7,154.83	NA
		Wauchula	Bushnell	\$221.54	\$3,705.62	\$7,589.79	NA
		West Kissimmee	Zolfo Springs	\$121.03	\$2,157.74	\$11,125.61	ICB
		West Kissimmee	Orlando*	\$153.73	\$2,333.87	\$6,424.67	\$24,742.15
		West Kissimmee	Haines City*	\$486.19	ICB	\$6,931.94	\$26,355.37
		West Kissimmee	Kenansville	\$301.82	\$5,953.26	NA	NA
		West Kissimmee	Celebration*	\$78.96	\$812.91	\$17,868.41	ICB
		Westville	Lake Buena Vista*	\$61.12	\$937.68	\$2,386.46	NA
		Westville	Graceville*	\$458.02	ICB	\$2,837.92	\$10,772.30
		Windermere	Vernon*	\$458.02	ICB	NA	NA
		Windermere	East Orange*	\$232.69	\$3,268.72	NA	NA
		Windermere	Orlando*	\$232.69	\$3,268.72	\$9,676.36	NA
		Windermere	Celebration*	\$176.76	\$2,320.07	\$9,676.36	NA
		Windermere	Lake Buena Vista*	\$176.76	\$2,320.07	\$6,859.39	NA
		Windermere	Winter Garden	\$176.76	\$2,442.01	\$6,859.39	NA
		Winter Garden	Winter Park	\$176.76	\$2,442.01	\$7,217.35	NA
		Winter Garden	East Orange*	\$153.73	\$2,333.87	\$7,217.35	NA
		Winter Garden	Orlando*	\$153.73	\$2,333.87	\$6,931.94	\$26,355.37
		Winter Garden	Lake Buena Vista*	\$158.92	\$2,444.84	\$6,931.94	\$26,355.37
		Winter Garden	Celebration*	\$78.96	\$812.91	\$7,310.85	\$27,707.50
WNPkFLXA		Winter Park	Winter Park	\$97.80	\$1,507.16	\$2,386.46	NA
WNPkFLXA		Winter Park	DeBary*	\$191.19	\$2,163.98	\$4,472.93	\$16,935.20
WNPkFLXA		Winter Park	Celebration*	\$176.76	\$2,320.07	\$6,474.55	NA
WNPkFLXA		Winter Park	Lake Buena Vista*	\$158.92	\$2,444.84	\$6,859.39	NA
WNPkFLXA		Winter Park	East Orange*	\$55.94	\$826.71	\$7,310.85	\$27,707.50
WNPkFLXA		Winter Park	Geneva*	\$55.94	\$826.71	\$2,459.01	\$9,420.17
WNPkFLXA	ORLDFLXA	Winter Park	Orlando*	\$55.94	\$826.71	\$2,459.01	\$9,420.17
WNPkFLXA		Winter Park	Oviedo*	\$55.94	\$826.71	\$2,459.01	\$9,420.17
			Sanford*	\$37.52	\$358.87	\$2,459.01	\$9,420.17
						\$1,050.49	NA



Part C - Table One  
Collocation

Rate Element/Unit of Measure	NRC or MRC	Florida
<b>Physical Collocation</b>		
Application Fee- <i>per application</i>	NRC	\$ 3,548.35
Augment Fee- <i>per modifications</i>	NRC	\$ 1,016.12
Decommission Fee- <i>per request</i>	NRC	\$ 3,548.35
Cancellation Administrative Fee- 25% Complete	NRC	\$ 887.09
Cancellation Administrative Fee- 50% Complete	NRC	\$ 1,774.18
Cancellation Administrative Fee- 75% Complete	NRC	\$ 2,661.26
Cancellation Administrative Fee- 100% Complete	NRC	\$ 3,548.35
Security Enclosure- <i>per occurrence</i>	NRC	N/A
Security Enclosure- <i>per linear foot</i>	NRC	N/A
Security Cage Construction Engineering- <i>per cage</i>	NRC	N/A
Security Cage Construction- <i>per linear ft. (10 x 10 sq. ft.=40 linear ft)</i>	NRC	N/A
Security Enclosure- <i>per 100 sq. ft. enclosure</i>	NRC	\$ 9,473.59
Security Enclosure- <i>per 200 sq. ft. enclosure</i>	NRC	\$ 13,263.53
Floor Space- <i>per sq. ft.</i>	MRC	\$ 6.19
Floor Space- <i>per equipment bay</i>	MRC	N/A
Grounding- <i>per 100 sq. ft. caged</i>	MRC	N/A
Grounding- <i>per equipment bay</i>	MRC	N/A
Roof Space- <i>per sq. ft.</i>	MRC	\$ 6.19
Transmitter/Receiver Space- <i>per sq. ft</i>	MRC	\$ 6.19
Switchboard Cable- <i>per 100 pair/with conn blk</i>	MRC	\$ 36.59
Switchboard Cable- <i>per 100 pair cable MDF to Collo Space</i>	MRC	N/A
Internal Cabling- <i>per linear ft.</i>	MRC	\$ 0.14
Internal Conduit- <i>per linear ft.</i>	MRC	\$ 0.48
DC Power- <i>per fuse amp</i>	MRC	\$ 11.41
DC Power- <i>per power lead per foot</i>	NRC	\$ 25.66
DC Power- <i>per load ampere (non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	MRC	N/A
DC Power-Connection to power plant 0-50 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	NRC	N/A
DC Power-Connection to power plant 0-50 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	MRC	N/A
DC Power-connection to power plant 51-100 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	NRC	N/A
DC Power-connection to power plant 51-100 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	MRC	N/A
DC Power-connection to power plant 101-200 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	NRC	N/A
DC Power-connection to power plant 101-200 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	MRC	N/A
AC Outlet- <i>per 20 ampere increments for outlet</i>	NRC	N/A
Additional Overhead Lighting- <i>per dual 8' fixture with cable (qty 1 = 2 fixtures + 1 cable)</i>	NRC	N/A
Conduit Space- <i>per foot from 1st manhole to vault (fiber)</i>	MRC	N/A
Conduit Space- <i>per linear ft.</i>	MRC	\$ 0.37
Vault- <i>per fiber cable access</i>	MRC	N/A
Conduit Space-Vault- <i>per ft. of 9 conduit vault</i>	MRC	\$ 1.16
Riser Space- <i>per foot from vault to cage (fiber)</i>	MRC	N/A

Part C - Table One  
Collocation

Riser Space- <i>per ft.</i>	MRC	\$	4.45
Diverse Riser Space- <i>per ft.</i>	MRC	\$	4.45
Internal Cabling- <i>per fiber cable arrangement</i>	MRC		N/A
Security Card- <i>per card</i>	NRC		N/A
DS 1 Cross-Connect- <i>per DS1 connection</i>	MRC		N/A
DS 3 Cross-Connect- <i>per DS3 connection</i>	MRC		N/A
OCC Cross-Connect- <i>per 4-fiber connection</i>	MRC		N/A
DSO Electrical Cross-Connect/Special- <i>per connection</i>	MRC	\$	0.94
DSO Electrical Cross-Connect/Switched- <i>per connection</i>	MRC	\$	0.94
DS1 Electrical Cross-Connect/Special- <i>per connection</i>	MRC	\$	2.93
DS1 Electrical Cross-Connect/Switched- <i>per connection</i>	MRC	\$	2.93
DS3 Electrical Cross-Connect/Special- <i>per connection</i>	MRC	\$	25.85
DS3 Electrical Cross-Connect/Switched- <i>per connection</i>	MRC	\$	25.85
Maintenance- <i>per 1/4 hour increments</i>	NRC		N/A
<b>Installation and/or Maintenance-<i>per half hour</i></b>			
Basic First-Z	NRC	\$	40.00
Basic Additional-C	NRC	\$	35.00
Premium First-P	NRC	\$	50.00
Premium Additional-B	NRC	\$	45.00
Overtime First-X	NRC	\$	45.00
Overtime Additional-A	NRC	\$	40.00

			NRC	
			or	
			MRC	Florida

**Cable Pull and Splice-*per half hour***

Basic First-Z	NRC	\$	40.00
Basic Additional-C	NRC	\$	35.00
Premium First-P	NRC	\$	50.00
Premium Additional-B	NRC	\$	45.00
Overtime First-X	NRC	\$	45.00
Overtime Additional-A	NRC	\$	40.00
Collocation Recovery Charge 100% Completion	NRC	\$	22,034.00
Collocation Recovery Charge 75% Completion	NRC	\$	16,526.00
Collocation Recovery Charge 50% Completion	NRC	\$	11,017.00
Collocation Recovery Charge 25% Completion	NRC	\$	5,509.00
<b>Virtual Collocation</b> Application Fee- <i>per application</i>	NRC	\$	2,520.00
Augment Fee- <i>per modifications</i>	NRC	\$	1,016.12
Decommission Fee- <i>per request</i>	NRC	\$	2,520.00
Cancellation Administrative Fee- 25% Complete	NRC	\$	630.00
Cancellation Administrative Fee- 50% Complete	NRC	\$	1,260.00
Cancellation Administrative Fee- 75% Complete	NRC	\$	1,890.00
Cancellation Administrative Fee- 100% Complete	NRC	\$	2,520.00
Floor Space- <i>per equipment bay</i>	MRC		N/A
Floor Space- <i>per sq. ft.</i>	MRC		ICB
Rack Space- <i>per sq. ft.</i>	MRC		ICB
Grounding- <i>per bay</i>	MRC		
<b>(Or Only)</b> DC Power- <i>per AMP</i>	MRC		ICB
DC Power- <i>per load ampere (non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	MRC		N/A
DC Power-Connection to power plant 0-50 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	NRC		N/A

Part C - Table One  
Collocation

DC Power-Connection to power plant 0-50 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	MRC		N/A
DC Power-Connection to power plant 51-100 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	NRC		N/A
DC Power-Connection to power plant 51-100 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	MRC		N/A
DC Power-Connection to power plant 101-200 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	NRC		N/A
DC Power-Connection to power plant 101-200 amperes <i>(non-redundant-only bill for 1 lead of A&amp;B lead combination)</i>	MRC		N/A
AC Outlet- <i>per 20 ampere increments for outlet</i>	NRC		N/A
DC Power- <i>per power lead per foot</i>	NRC		ICB
Additional Overhead Lighting- <i>per dual 8' fixture with cable (qty 1 = 2 fixtures + 1 cable)</i>	NRC		N/A
Switchboard Cable- <i>per 100 pair cable MDF to Collo Space</i>	MRC		N/A
Switchboard Cable- <i>per 100 pair/with conn blk</i>	MRC	\$	36.59
Internal Cabling- <i>per fiber cable arrangement</i>	MRC		N/A
Internal Cabling- <i>per linear ft.</i>	MRC	\$	0.19
Internal Conduit- <i>per linear ft.</i>	MRC	\$	0.53
Riser Space- <i>per foot from vault to cage (fiber)</i>	MRC		N/A
Vault- <i>per fiber cable access</i>	MRC		N/A
Conduit Space- <i>per foot from 1st manhole to vault (fiber)</i>	MRC		N/A
DS1 Cross-Connect- <i>per DS1 connection</i>	MRC		N/A
DS3 Cross-Connect- <i>per DS3 connection</i>	MRC		N/A
OCC Cross-Connect- <i>per 4-fiber connection</i>	MRC		N/A
DSO Electrical Cross-Connect/Special- <i>per connection</i>	MRC	\$	1.30
DSO Electrical Cross-Connect/Switched- <i>per connection</i>	MRC	\$	1.30
DS1 Electrical Cross-Connect/Special- <i>per connection</i>	MRC	\$	4.45
DS1 Electrical Cross-Connect/Switched- <i>per connection</i>	MRC	\$	4.45
DS3 Electrical Cross-Connect/Special- <i>per connection</i>	MRC	\$	53.55
DS3 Electrical Cross-Connect/Switched- <i>per connection</i>	MRC	\$	53.55
Maintenance- <i>per 1/4 hour increments</i>	NRC		N/A
<b>Installation and/or Maintenance-per half hour</b>			
Basic First-Z	NRC	\$	40.00
Basic Additional-C	NRC	\$	35.00
Premium First-P	NRC	\$	50.00
Premium Additional-B	NRC	\$	45.00
Overtime First-X	NRC	\$	45.00
Overtime Additional-A	NRC	\$	40.00
<b>Line Sharing</b>			
96-Line Splitter Shelf - <i>per shelf in common area only</i>	MRC	\$	20.70
Cross-Connect MDF to Collo Space- <i>per 100 pair cable</i>	MRC	\$	36.36
Cross-Connect MDF to Splitter in Common Area- <i>per 100 pair cable</i>	MRC	\$	28.23
Cross-Connect Splitter Common Area to Collo Space- <i>per 100 pair cable</i>	MRC	\$	21.38

## **PART D - LOCAL RESALE**

### **1. DESCRIPTION AND CHARGES FOR TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE.**

- 1.1. At the request of SBCT, as required by Section 251(c)(4) and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to SBCT for resale any Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. The Telecommunications Services provided by Sprint to SBCT pursuant to this Part D are collectively referred to as “Local Resale” and subject to the rates, terms and conditions set forth in this Agreement.
- 1.2. To the extent that this Part D describes services which Sprint shall make available to SBCT for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.
- 1.3. Pricing. The prices charged to SBCT for Local Resale are set forth in Part C of this Agreement. Except as otherwise expressed herein and consistent with Sprint’s obligation under Section 251(c)(4)(A) of the Act, SBCT may resell all Telecommunications Services offered by Sprint that are available at the discount included in Part C.

### **2. GENERAL TERMS AND CONDITIONS**

- 2.1. For Telecommunications Services included in this Agreement which are offered through tariffs by Sprint to Sprint’s End Users, the rules and regulations associated with Sprint’s retail tariff shall apply. Use limitations shall be in parity with services offered by Sprint to its end users.
- 2.2. Sprint shall provide to SBCT Telecommunications Services for resale that are in parity with how Sprint provides these services to others, including other co-providers and End Users, and in accordance with any applicable Commission service quality standards, including standards the Commission may impose pursuant to Section 252(e)(3) of the Act, and in accordance with Part J, Performance Measurements.
  - 2.2.1. Voluntary Federal and State Subscriber Financial Assistance Programs. 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 Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.
  - 2.2.2. Grandfathered Services. Sprint shall offer for resale to SBCT all Grandfathered Services solely for the existing grandfathered base on a customer specific basis.

2.2.3. 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, in accordance with Applicable Rules.

2.2.4. LIDB Administration

2.2.4.1. Sprint shall maintain customer information for SBCT 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 SBCT information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.

2.2.4.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as SBCT'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.

2.3. SBCT shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers ("IXCs"), wireless carriers, competitive access providers ("CAPs"), or other telecommunications providers. Provided however, that SBCT may permit its End Users to use resold local exchange telephone service to access other end users who utilize IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

2.4. When SBCT converts an End User's service and adds or changes are made to the network, the normal service order charges and/or non recurring charges associated with said additions and/or changes will apply less applicable discount. The rates are subject to Commission ordered tariff rates.

2.5. Sprint will notify SBCT in writing of any violation of a provision of this Part D in accordance with Part B, Paragraph 4.3.

2.6. Operations Support Systems Functions. Sprint shall provide nondiscriminatory access to all available Operations Support Systems functions for the pre-ordering, ordering, provisioning, maintenance, repair and billing of Resale Services.

### **3. ANCILLARY SERVICES**

3.1. E911/911. Sprint shall provide to SBCT's customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") in the same manner as Sprint retail customers. Sprint shall provide to SBCT E911 PS/ALI database error reports as soon as reasonably practical.

- 3.2. White Page Directory. SBCT end users will receive white page listings and copies of white page directories in the same manner afforded Sprint end-users.
- 3.3. White Page Directory. Sprint or its agents will deliver local White Pages directories to SBCT End User's premises at the same time and under the same conditions that such directories are delivered to Sprint End Users. If a SBCT End User already has a current Sprint directory, Sprint shall not be required to deliver a directory to that End User until new directories are published for that End User's location.
  - 3.3.1. Each SBCT End User will receive one copy of Sprint's White Pages directory, and a Yellow Pages directory when co-bound with the White Pages. It is the Parties expectation that separately bound Sprint Yellow Pages directories will be delivered in the same manner and at the same time to SBCT's End Users as to Sprint's.
- 3.4. Directory Assistance / Operator Services. To the extent Operator Services ("OS")/Directory Assistance ("DA") services are provided to Sprint End Users, Sprint shall provide SBCT's End Users access to Sprint Directory Assistance services.

#### **4. RESPONSIBILITIES OF SPRINT**

- 4.1. Sprint shall allow SBCT to place service orders and receive phone number assignments (for new lines). Sprint shall provide interface specifications for electronic access for these functions to SBCT once such electronic interfaces become technically feasible and are in place. However, SBCT shall be responsible for modifying and connecting any of its systems with Sprint provided interfaces when such interfaces become available, as outlined in Part L.
- 4.2. Sprint shall provide the services covered by this Agreement subject to the availability of existing facilities and on a nondiscriminatory basis with its other customers. SBCT shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered at retail by Sprint to its End Users as the incumbent local exchange carrier. However, if SBCT requests that facilities be constructed or enhanced to provide resold services, Sprint will review such requests on a case-by-case basis. Sprint will develop and provide to SBCT a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Sprint's retail End Users. If the quote is accepted, SBCT will be billed the quoted price and construction will commence after receipt of payment.
- 4.3. Sprint will maintain and safeguard all SBCT customer information according to CPNI Applicable Rules.
- 4.4. Sprint shall have a reasonable time to implement system or other changes necessary to bill the Commission ordered rates or charges. Changes in rates or

charges ordered by the Commission would be subject to true-up based on the effective date of the order.

- 4.5. If the resold services are purchased pursuant to tariffs and the tariff rates change, charges billed to SBCT for such services will be based upon the new tariff rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order and/or resale tariff. The new rate will be effective upon the tariff effective date.
- 4.6. SBCT will have the ability to report trouble for its End Users to appropriate Sprint trouble reporting centers twenty-four (24) hours a day, seven (7) days a week. SBCT will be assigned a customer contact center when initial service agreements are made. SBCT End Users calling Sprint will be referred to SBCT at the number provided by SBCT.
- 4.7. Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by Sprint for billing to resold End-User accounts will be returned as unbillable and will not be passed on to SBCT for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by Sprint.

## **5. RESPONSIBILITIES OF SBCT**

- 5.1. Prior to submitting an order under this Agreement, SBCT shall obtain End User authorization as required by Applicable Rules, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. Sprint shall abide by the same Applicable Rules.
- 5.2. SBCT may request Sprint develop a local disconnect report. Sprint will attempt to furnish to SBCT the Billing Telephone Number (“BTN”), Working Telephone Number (“WTN”), and terminal number of all End Users who have disconnected SBCT’s service.
- 5.3. Sprint shall not be responsible for the manner in which the use of resold service or the associated charges are allocated to others by SBCT. All applicable rates and charges for such services will be billed to and shall be the responsibility of SBCT, with the exception of other retail services provided directly to the End User by Sprint.

## **PART E - NETWORK ELEMENTS**

### **1. GENERAL**

1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements (“UNEs”) such that SBCT will be able to subscribe to and interconnect to whichever of these UNEs SBCT requires for the purpose of providing local telephone service to its end users. SBCT shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Part C, Table 1 or agreed to by the Parties. It is SBCT’s obligation to combine Sprint-provided UNEs with any facilities and services that SBCT may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs Sprint is 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.

### **2. UNBUNDLED NETWORK ELEMENTS**

2.1. Sprint shall offer UNEs to SBCT for the purpose of offering Telecommunication Services to SBCT subscribers. Sprint shall offer UNEs to SBCT on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement, and the requirements of sections 251 and 252 of the Act. UNEs include:

2.1.1. Network Interface Device (“NID”)

2.1.2. Local Loop

2.1.3. Sub Loop

2.1.4. Dark Fiber

2.1.5. 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.)

2.1.5.1. Local Switching

2.1.5.2. Switch Ports – Line Side/Trunk Side

2.1.5.3. Tandem Switching

2.1.6. Interoffice Transport Facilities



- 2.1.6.1. Common
- 2.1.6.2. Dedicated
- 2.1.6.3. Dark Fiber

2.1.7. Signaling Networks & Call Related Databases

2.1.8. Operations Support Systems

- 2.2. SBCT 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.
- 2.3. Each UNE provided by Sprint to SBCT shall be at parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.

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

- 3.1. SBCT 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 the UNEs specifically set forth in Part E or FCC Rule § 51.319, as amended.
- 3.2. A UNE Bona Fide Request shall be submitted in writing on the Sprint Standard BFR Form and shall include a technical description of each requested UNE.
- 3.3. SBCT 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.
- 3.4. Within ten (10) business days of its receipt, Sprint shall acknowledge receipt of the UNE Bona Fide Request.
- 3.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, Sprint shall provide to SBCT 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.
- 3.6. Upon receipt of the preliminary analysis, SBCT shall, within thirty (30) days, notify Sprint, in writing, of its intent to proceed or not to proceed.
- 3.7. Sprint shall promptly proceed with the UNE Bona Fide Request upon receipt of written authorization from SBCT. When it receives such authorization, Sprint shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

- 3.8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the UNE Bona Fide Request, Sprint shall provide to SBCT a UNE Bona Fide Request Quote which will include, at a minimum, a description of each UNE, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) days of its receipt of the UNE Bona Fide Request Quote, SBCT 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 procedures in Part B, Section 23 of this Agreement.
- 3.10. If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B, Section 23 of this Agreement.

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

- 4.1. Sprint will offer unbundled access to the network interface device (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an ILEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, through Sprint's network interface device, or at any other technically feasible point.
- 4.2. The function of the NID is to establish the network demarcation point between a carrier (Sprint/SBCT) and its end user customer. The NID can provide a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 4.3. SBCT may connect its NID to Sprint's NID; may connect a Local Loop to its NID; or may connect its own Local Loop to Sprint's NID or may connect to any other technically feasible point. Sprint will provide one NID termination of each Local Loop. If additional NID terminations are required, SBCT may request them pursuant to process detailed in the Bona Fide Request process herein.
- 4.4. Sprint will provide SBCT with information that will enable their technician to locate end user inside wiring at NIDs terminating to multiple end user customers. Sprint will dispatch a technician and tag the wiring at SBCT's request. In such cases the charges specified in Part C, Table 1 will apply.
- 4.5. Sprint will not provide specialized (Sprint non-standard) NIDS. Any repair, upgrade and rearrangements to the Sprint standard NID required by SBCT will be performed by Sprint based on time and material charges.
- 4.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to SBCT's NID and

shall maintain a connection to ground, if the NID is grounded, that meets applicable industry standards. Each Party shall ground its NID independently of the other Party's NID.

## 5. LOOP

- 5.1. The definition of the Local Loop 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 Wire Center and the NID, or other demarcation point at the end user customer premises. Terms and conditions for the provision of Dark Fiber are set forth in the Dark Fiber section of this Agreement. The demarcation point is that point on the loop where Sprint's control of the facility ceases, and the end user customer's control of the facility begins. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops. The Local Loop shall include, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by Applicable Rules, and where such loops are deployed in Sprint wire centers. SBCT agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.
- 5.2. Conditioned Loops. Sprint will condition loops at SBCT's request. Conditioned loops are copper loops from which excessive bridge taps, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including xDSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Part C, Table 1. Conditioning charges apply to all Local Loops, where conditioning is requested, irrespective of the length of the loop.
- 5.3. At SBCT's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include basic testing and cooperative testing. Basic testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.
  - 5.3.1. Basic testing does not include cooperative efforts that require Sprint's technician to work jointly with SBCT's staff.
  - 5.3.2. Cooperative testing will be provided by Sprint at SBCT's expense. Sprint technicians will try to contact SBCT's representative at the conclusion of installation. If SBCT does not respond within 10 minutes, Sprint may, in its sole discretion, abandon the test and SBCT will be charged for the test on a time and material basis set forth in Part C, Table 1.
  - 5.3.3. Sprint will charge SBCT at the rates set out on Part C, Table 1, when the location of the trouble on an SBCT-reported ticket is determined to be in SBCT's network.

5.3.4. Sprint will not charge SBCT an additional cooperative testing charge for loops when the location of the trouble is determined to be in Sprint's network.

#### 5.4. Voice Grade Loop Capabilities

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

5.4.2. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at SBCT's request and option, to provide an unbundled voice grade loop. Alternative arrangement may include copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.

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

#### 5.5. Non-Voice Grade Loops

5.5.1. Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires SBCT to provide in writing (via the service order) the spectrum management class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop, so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements. SBCT must disclose to Sprint every SMC that SBCT has implemented on Sprint's facilities to permit effective Spectrum Management. If SBCT requires a change in the SMC of a particular loop, SBCT shall notify Sprint in writing of the requested change in SMC (via a service order). On non-voice grade loops, both standard and non-standard, Sprint will only provide electrical continuity and line balance.

5.5.2. The following additional types of Local Loop UNEs will be provided at terms and conditions set out in this Part E and prices set in Part C, Table 1.

5.5.3. 2-Wire Digital Loop

- 5.5.3.1. A 2-Wire 160 KBPS digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 KBPS supports usable bandwidth up to 160 KBPS.
- 5.5.4. 4-Wire Digital Loop
  - 5.5.4.1. A 4-Wire 1.544 MBPS digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 MBPS supports usable bandwidth up to 1.544 MBPS.
- 5.5.5. 4-Wire xDSL Loop
  - 5.5.5.1. A 4-Wire xDSL loop for purposes of this section, is a copper loop over which SBCT may provision xDSL technologies.
- 5.5.6. DS3 Digital Loop
  - 5.5.6.1. The DS3 loop provides a digital, 45 MBPS transmission facility from the Sprint Central Office to the end user premises.
- 5.5.7. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in this Agreement.
- 5.5.8. Where facilities and necessary equipment are not available, SBCT requests will be processed through the BFR process. SBCT agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
  - 5.5.8.1. SBCT will submit a BFR for non-voice grade loops that are not UNEs specifically set forth in Part E or FCC Rule 51.319, as amended.
- 5.5.9. SBCT shall meet the power spectral density requirement given in the respective technical references listed below:

- 5.5.9.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 5.5.9.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.
- 5.5.9.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
- 5.5.9.4. As an alternative to 45.7.1 SBCT may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.

#### 5.6. Non-Standard Non-Voice Grade Loops

- 5.6.1. If SBCT requests a xDSL loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Non-Voice Grade Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications; however, all of the spectrum management class requirements set forth in this Part E are applicable.

#### 5.7. Adherence to National Industry Standards

- 5.7.1. In providing advanced service loop technology, Sprint shall allow SBCT to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 5.7.2. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

- 5.7.2.1. complies with existing industry standards, including an industry-standard power spectral density mask, as well as modulation schemes and electrical characteristics;
  - 5.7.2.2. is approved by an industry standards body, the FCC, or any State Commission or;
  - 5.7.2.3. has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where SBCT seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 5.5.2.3, the burden is on SBCT to demonstrate to the State Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 5.7.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering Party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the Parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying Party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not cause interference.
- 5.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable, the degraded service shall not prevail against the newly deployed technology.
- 5.7.5. If Sprint denies a request by SBCT to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 5.7.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or a standards body recognized by both Parties, SBCT will upgrade its equipment to the adopted standard within 60 days of the standard being adopted.
- 5.8. Information to be provided for deployment of advanced services.
- 5.8.1. In connection with the provision of advanced services, Sprint shall provide to SBCT:

- 5.8.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
  - 5.8.1.2. information with respect to the rejection of SBCT's provision of advanced services, together with the specific reason for the rejection; and
  - 5.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
- 5.8.2. In connection with the provision of advanced services, SBCT shall provide to Sprint the following information on the type of technology that SBCT seeks to deploy where SBCT asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
- 5.8.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
  - 5.8.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if SBCT requires a change in the SMC of a particular loop, SBCT shall notify Sprint in writing of the requested change in SMC (via a service order);
  - 5.8.2.3. to the extent not previously provided SBCT must disclose to Sprint every SMC that SBCT has implemented on Sprint's facilities to permit effective Spectrum Management.
- 5.8.3. In connection with the provision of HFS UNE, if SBCT relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

## **6. SUBLOOPS**

- 6.1. Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant. Such locations include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry to the end user customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault or at the main distribution frame.



- 6.2. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within.
- 6.3. Several options exist for collocation or subloop access arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate SBCT's access to subloop request, SBCT will be responsible for obtaining such rights of way prior to submitting the ASR.
- 6.4. Subloops are provided "as is" unless SBCT requests loop conditioning for the purpose of offering advanced services. Subloop conditioning will be provided at terms and conditions set out in this Part E and prices set forth in Part C, Table 1.
- 6.5. Access to subloops will include two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire digital subloops, four-wire DS1 subloops, and DS3 subloops. Access to the sub-loop UNEs will be provided as required by Applicable Rules. The prices for the sub-loops are set forth in Part C, Table 1.
- 6.6. Reverse ADSL Loops
  - 6.6.1. If SBCT's xDSL transmission unit (including those integrated into DSLAMs) is attached to Sprint's Network and if a xDSL copper loop should start at an outside location, and is looped through a host or remote, and then to the end user customer, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to xDSL transmission only and not part of Sprint's regular feeder plant.

## **7. CROSS CONNECTS**

- 7.1. Sprint will supply cross connects that are the media between the Sprint UNE and a SBCT designated point of access, or the media between a Sprint UNE and a collocation area for the purpose of permitting SBCT to connect the Sprint UNE to other UNEs or to SBCT's own facilities at prices found in Part C, Table 1. Where Sprint has otherwise committed to connect one UNE to another UNE on behalf of SBCT, or to leave connected one UNE to another UNE on behalf of SBCT, the cross connect is the media between one Sprint UNE and another Sprint UNE.

## **8. LOCAL SWITCHING**

- 8.1. Sprint shall provide nondiscriminatory access, where technically feasible, in accordance with Sec. 51.311 and section 251(c)(3) of the Act to SBCT to local switching capability.
- 8.2. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame

(MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), SBCT presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Since Sprint will offer EELs, Sprint is not required to provide local switching under this Part E for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

8.3. Sprint will provide customized routing at SBCT's request where technically feasible. Customized routing enables SBCT to route their end user customer's traffic differently than normally provided by Sprint. For example, customized routing will allow SBCT to route their customer's operator handled traffic to a different provider.

8.4. Technical Requirements

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

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

8.4.3. 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.

8.4.4. Sprint shall provide SBCT 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.

8.5. Interface Requirements. Sprint shall provide the following interfaces:

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

8.5.2. Coin phone signaling;

- 8.5.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
- 8.5.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
- 8.5.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and
- 8.5.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems).
- 8.6. Sprint shall provide access to interfaces, including but not limited to:
  - 8.6.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by SBCT;
  - 8.6.2. Interface to SBCT operator services systems or Operator Services through appropriate trunk interconnections for the system; and
  - 8.6.3. Interface to SBCT directory assistance services through SBCT switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other SBCT required access to interexchange carriers as requested through appropriate trunk interfaces.

## **9. TANDEM SWITCHING**

- 9.1. Sprint shall provide nondiscriminatory access, where technically feasible, in accordance with Sec. 51.311 and section 251(c)(3) of the Act, to SBCT to tandem switching capability.
- 9.2. 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 SBCT, Sprint, independent telephone companies, IXCs and wireless carriers. A host/remote end office configuration is not a Tandem Switching arrangement.
- 9.3. Technical Requirements
  - 9.3.1. The requirement for Tandem Switching include, but are not limited to, the following:

- 9.3.1.1. interconnection to Sprint tandem(s) will provide SBCT local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
- 9.3.1.2. interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers, which are connected to that tandem.
- 9.3.1.3. where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide SBCT access to Sprint's end offices.
- 9.3.2. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 9.3.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by SBCT.
- 9.3.4. Tandem Switching shall control congestion using capabilities such as automatic congestion control and network routing overflow. Congestion control provided or imposed on SBCT traffic shall be at parity with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block SBCT traffic and leave its traffic unaffected or less affected).
- 9.3.5. The Local Switching and Tandem Switching functions may be combined in a central 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.
- 9.3.6. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 9.4. Interface Requirements
  - 9.4.1. Direct trunks will be utilized for interconnection to Sprint Tandems, excluding transit traffic via common trunks as may be required under the Act.
  - 9.4.2. Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

## 10. TRANSPORT

- 10.1. 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 and must be switched at a Tandem Switch (“Shared Transport”).

10.1.1. Sprint may provide Shared Transport at DS-0, DS-1, DS-3, STS-1, OC3, OC12, OC48, or higher transmission bit rate circuits as they are deployed in the Sprint network.

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

10.2. Dedicated Transport. Sprint will offer unbundled access to dedicated interoffice transmission facilities, or transport, including Dark Fiber. Terms and conditions for providing Dark Fiber are set forth in Section 14. Dedicated Transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated Transport is defined as Sprint transmission facilities dedicated to a carrier that provides Telecommunications Services between Wire Centers owned by Sprint or requesting Telecommunications Carriers, or between switches owned by Sprint or requesting Telecommunications Carriers (“Dedicated Transport”). Dedicated Transport transmission facilities include all technically feasible and available capacity-related services such as DS1-DS3, and OC3-OC96 Dedicated Transport services, and the functionality of capacity-related services and are used to originate and terminate Telecommunications Services. Dedicated Transport shall also include OC192 and other such higher capacities as they evolve over time.

#### 10.2.1. Technical Requirements

10.2.1.1. Sprint will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport.

10.2.1.2. Sprint will offer digital cross-connect system as part of the Dedicated Transport element with the same functionality that is offered to interexchange carriers at rates specified in Part C, Table 1.

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

10.2.1.3.1. When Sprint provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3, STS-1, OC3, OC12, OC 48, and higher speeds as deployed in Sprint’s network) shall be dedicated to SBCT designated traffic.

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

10.2.2. When requested, Sprint shall provide the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by SBCT shall be subject to additional charges. When additional costs are incurred by Sprint for SBCT requested diversity, Sprint will advise SBCT of the applicable additional charges. Sprint will not process the request for diversity until SBCT accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until SBCT accepts the additional charges.

## **11. SIGNALING SYSTEMS AND DATABASES**

11.1. Sprint will offer unbundled access to signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. The signaling Network Element includes, but is not limited to, signaling links and STPs. Sprint will offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment. The access to the above call related databases are not required if SBCT uses Sprint as the SS7 provider. If through interconnections SBCT has access to Sprint's SS7 network, they therefore have the ability to perform database queries. If the event arises and SBCT accesses these databases, Sprint has the right to bill for such services if SBCT uses Sprint as the SS7 provider.

### **11.2. Signaling Systems**

#### **11.2.1. Signaling Link Transport**

- 11.2.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between SBCT-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.
- 11.2.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.
- 11.2.2. Signaling Transfer Points (STPs)
  - 11.2.2.1. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points.
- 11.2.3. 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:
  - 11.2.3.1. Sprint Local Switching or Tandem Switching;
  - 11.2.3.2. Sprint Service Control Points/Databases;
  - 11.2.3.3. Third-party local or Tandem Switching systems; and
  - 11.2.3.4. Third party providers STPs.
- 11.2.4. Interface Requirements. Sprint shall provide the following STP options to connect SBCT or SBCT-designated local switching systems or STPs to the Sprint SS7 network:
  - 11.2.4.1. An A-link interface from SBCT local switching systems; and
  - 11.2.4.2. B- or D-link interface from SBCT STPs.
  - 11.2.4.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
    - 11.2.4.3.1. An A-link layer shall consist of two links,
    - 11.2.4.3.2. A B- or D-link layer shall consist of four links,
    - 11.2.4.3.3. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STPs is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and SBCT shall pay multiplexing/

demultiplexing and channel termination, plus mileage of any leased facility.

## 12. CALL RELATED DATABASES

12.1. This Appendix between Sprint and SBCT sets forth the terms and conditions upon which Sprint will provide access to, and administration of, Call Related Databases.

## 13. DEFINITIONS

13.1. **“Advanced Intelligent Network” (“AIN”)** is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.

13.2. **“Alternate Billing Service” (“ABS”)** means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

13.3. **“Account Owner”** has the same meaning as Data Owner.

13.4. **“Billed Number Screening” (“BNS”)** means a validation of Toll Billing Exception (TBE) data and performance of public telephone checks (determining if a billed line is a public or semi-public, telephone number).

13.5. **“Calling Card Service” (“CCS”)** means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

13.6. **“Calling Name Database”** means a Party’s database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party’s Calling Name Database. A Calling Name Database may be part of, or separate from, a Line Information Data Base (LIDB).

13.7. **“Calling Name Delivery Service” (“CNDS”)** means a service that enables a terminating end user to identify the calling party by a displayed name before the call is answered. The calling party’s name is retrieved from a Calling Name Database and delivered to the end user’s premise.

13.8. **“Calling Name Information”** means a telecommunications company’s records of its subscribers’ names associated with one or more assigned ten-digit telephone numbers.

13.9. **“Generic Name Query”** is Sprint’s service that allows SBCT to query Sprint’s Calling Name Database for Calling Name Information in order to deliver that information to SBCT’s local CNDS subscribers.



- 13.10. **"Common Channel Signaling"** ("CCS") Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. LIDB Queries and Response messages are transported across the CCS network.
- 13.11. **"Data Base Administration Center"** ("DBAC") means a Sprint location where facility and administrative personnel are located for administering LIDB.
- 13.12. **"Data Owner"** means a telecommunications company, including Sprint, that stores and administers Line Record and/or Group Record information in LIDB and/or Calling Name Database.
- 13.13. **"GetData"** means a service that allows Sprint's LIDB to return specific data elements from a Line Record in accordance with GR-2838-CORE.
- 13.14. **"Group Record"** means information in LIDB that is associated either with all telephone numbers in an NPA-NXX or all Special Billing numbers in an NPA-0/1XX.
- 13.15. **"Line Information Data Base"** ("LIDB") means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. LIDB contains records associated with customer line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides return result, return error, and return reject responses as appropriate.
- 13.16. **"LIDB Data Screening"** means a security capability that allows Sprint's LIDB to allow, deny, or limit a query-originator's access to specific data elements from a Line Record in Sprint's LIDB. LIDB Data Screening can apply by query-type on a query-originator by data element basis for the entire LIDB, or it can apply by query-type on a query-originator by data element by account owner basis.
- 13.17. **"LIDB Editor"** means a SCP tool that bypasses LVAS and provides emergency access to LIDB for data administration.
- 13.18. **"LIDB Service Application"** means the Query types Sprint accepts for access to LIDB information.
- 13.19. **"Line Record"** means information in LIDB that is specific to a single telephone number or special billing number.
- 13.20. **"Originating Point Code"** ("OPC") means a code assigned to identify a system that originates LIDB Service Queries.
- 13.21. **"Personal Identification Number"** ("PIN") means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. LIDB can store a PIN for those Line Records that have an associated calling card.

- 13.22. **“Query”** means a message in American National Standards Institute’s (ANSI) standard SS7 signaling protocol that represents a request to a LIDB and/or Calling Name Database for information.
- 13.23. **“Response”** means an SS7 message that, when appropriately interpreted, represents an answer to a Query.
- 13.24. **“Service Creation Environment/Service Management System” (“SCE/SMS”)** provides the ability to create AIN service applications and deploy those applications to a Service Control Point.
- 13.25. **“Service Control Point” (“SCP”)** means a CCS network node where databases reside.
- 13.26. **“Service Point” (“SP”)** means a CCS network interface element capable of initiating and/or terminating SS7 messages.
- 13.27. **“Signaling System 7” (“SS7”)** means the signaling protocol used by the CCS network.
- 13.28. **“Signaling Transfer Point” (“STP”)** means the CCS network node where a Party interconnects with a CCS/SS7 network. In order to connect to Sprint’s CCS/SS7 network, SBCT or a third party initiating SBCT’s Queries must connect with a Sprint STP in order to connect to Sprint’s SCP.
- 13.29. **“Special Billing Number”** means a Line Record in LIDB that is based on an NXX-01/1XX numbering format. NXX-01/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of an NXX-01/1XX line record is either a zero (0) or a one (1).
- 13.30. **“Toll Billing Exception” (“TBE”)** service means a service that allows end users to restrict third number billing or collect calls to their lines.
- 13.31. **“Validation Information”** means Data Owners’ records of all their Calling Card Service and Toll Billing Exception Service.
- 13.32. Description of Services
- 13.32.1. Calling Card and Billed Number Screening Validation
- 13.32.1.1. Sprint will provide the capability needed to perform the following query/response functions, on a call-by-call basis, for the Line Records residing in Sprint’s LIDB to:
- 13.32.1.2. Validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment.

13.32.1.3. Determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number.

13.32.1.4. Determine whether the billed line is a public telephone number using the Class of Service information in the LIDB.

13.32.1.5. Determine the Account Owner of the billing account.

### 13.33. Originating Line Number Screening (OLNS) Query

13.33.1. Upon receipt of the OLNS Line Record information, in a format acceptable to Sprint, Sprint will provide the functionality needed to perform, on a call-by-call basis, the Query/Response functions to identify the originating line screening requirements of SBCT's Line Records.

13.33.2. SBCT's OLNS data will comply with the definitions and record formats set forth in GR-1158-CORE, GR-1149-CORE and GR-446-CORE.

### 13.34. CNAM Service

13.34.1. Upon receipt of Calling Name data, Sprint will provide the Query/Response functions, on a call-by-call basis, to identify the name associated with SBCT's Line Records.

13.34.2. For each Generic Name Query, Sprint's LIDB Service will provide retrieval of the name associated with a calling number.

### 13.35. AIN

13.35.1. Sprint will provide SBCT access to the Sprint's Service Creation Environment and Service Management System (SCE/SMS) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself.

### 13.36. Administration

13.36.1. Sprint will provide SBCT the ability to create, modify or update SBCT's Line Record Information in LIDB when such records are associated with SBCT's subscriber accounts.

13.36.2. Sprint shall provide SBCT access to its LIDB Service Management System (SMS) so that SBCT can access and update its records in Sprint's LIDB. Sprint shall make such access available via an interactive interface. In addition, Sprint shall provide access to its LIDB Editor in parity with Sprint's access.

#### 13.36.3. Interactive Interface

- 13.36.3.1. The Interactive Interface provides SBCT with unbundled access to Sprint's LIDB SMS that is equivalent to Sprint's access at its LIDB DBAC. Interactive Interface provides SBCT with the ability to have its own personnel access SBCT's records, via an application screen that is presented on a computer monitor. Once SBCT has accessed one of its Line Records, SBCT can perform all of the data administration tasks Sprint's LIDB DBAC personnel can perform on Sprint's own Line Records.
- 13.36.3.2. SBCT understands and agrees that its access to LVAS through the Interactive Interface will be limited to its subscribers' Line Records.
- 13.36.3.3. Sprint will provide SBCT with training necessary to utilize the Sprint's LIDB SMS, including Sprint-specific documentation such as screen prints and prints of help screens. Sprint will provide Sprint specific documentation for accessing Sprint network and LIDB SMS application

#### 13.36.4.LIDB Editor Interface

- 13.36.4.1. LIDB Editor Interface provides SBCT with unbundled access to Sprint's LIDB Editor equivalent to Sprint's manner of access. LIDB Editor provides SBCT with emergency access to LIDB when Sprint's LIDB SMS is unable to access LIDB or SBCT is unable to access Sprint's LIDB SMS.

#### 13.36.5.AIN

- 13.36.5.1. When SBCT select SCE/SMS AIN access, Sprint shall provide training, documentation and technical support to enable SBCT to use Sprint's SCE/SMS AIN access to create and administer applications. Training, documentation, and technical support will address use of the SCE and SMS access and administrative functions, but not include support for the creation of a specific service application.

#### 13.37. Fraud Monitoring

- 13.37.1. Sprint will provide SBCT with an alert notification, by fax, or another mutually agreed upon format, when Sprint's adjunct fraud system indicates the probability of a fraud incidence. Sprint will use the same criteria to determine fraud alerts for SBCT as Sprint uses for its own accounts.
- 13.37.2. SBCT will determine what, if any actions, it should take as a result of a fraud alert.

- 13.37.3. SBCT will provide Sprint with a contact name and fax number or e-mail address to be used when providing fraud alerts. Sprint will provide staffed fraud monitoring twenty-four hours per day, seven days a week.
- 13.37.4. Sprint will provide SBCT with a fraud contact name and number, including fax number, for SBCT to contact the Sprint fraud center.
- 13.37.5. For each alert notification Sprint provides to SBCT, SBCT may request a corresponding 30-day historical report of ABS-related query processing. SBCT may request up to three reports per alert.

#### 13.38. Data Screening

- 13.38.1. Sprint will provide Level 2 Data Screening enabling SBCT to block access to certain of its data elements by specific Query Originators.

#### 13.39. GetData

- 13.39.1. Sprint will provide to SBCT the opportunity to access data in Sprint's LIDB using GetData queries Sprint will provide to SBCT the opportunity to access data in Sprint's LIDB using GetData queries

#### 13.40. Responsibilities

- 13.40.1. Sprint will provide SBCT with access to Sprint's LIDB for the following LIDB service applications:
  - 13.40.1.1. Generic Name Query
  - 13.40.1.2. Originating Line Number Screening (OLNS) Service Query
  - 13.40.1.3. Billed Number Screening (BNS) Query
  - 13.40.1.4. Calling Card Query
  - 13.40.1.5. GetData Query
- 13.40.2. Sprint will provide SBCT with access to Sprint's LIDB for any new query type based upon mutually acceptable rates, terms and conditions.
- 13.40.3. Calling Name records are limited to fifteen characters. SBCT is responsible for providing all name truncations and/or abbreviations needed to limit a calling name to 15 characters. SBCT is also responsible for ensuring that its calling name data does not contain obscenities in English or other languages.
- 13.40.4. Sprint will perform testing of LIDB Service in conjunction with CCS/SS7 Interconnection Service as outlined in Bellcore Technical References TR-NWT-000954, TR-TSV-000905, and TP 76638.

- 13.40.5. Sprint's LIDB Service system downtime will be less than twelve hours per year. The response time for a Query, from switch transmission to reception should not exceed one second for ninety-nine percent (99%) of all Queries.
- 13.40.6. Sprint will request telecommunications companies storing data in its LIDB to store every working line number and Special Billing Number they serve for which the NPA-NXX, NPA-0/1XX, or specific 10-digit telephone number is supported by Sprint's LIDB.
- 13.40.7. Sprint will update its own LIDB information; e.g., add, delete, and modify end-user accounts as end-users move, become delinquent on their account, or order new service, on a daily basis. Sprint will request other Data Owners to provide such updates in like time.
- 13.40.8. Sprint will utilize the Account Owner field to identify the owner of each individual record stored in its LIDB.
- 13.40.9. Sprint will transition from RAO to Billing Service Provider, as a means of identifying the intended billing companies for Alternately Billed Calls, within 180 days of OBF approval of transition.
- 13.40.10. Sprint will deactivate its billing validation data in the event that such data is being used fraudulently or in the event end users exceed Sprint-defined limits on toll charges. Sprint will update Sprint-issued calling cards that Sprint suspects of being fraudulently used or exceeding Sprint-defined toll limits seven (7) days a week, 24 hours a day.
- 13.40.11. Sprint will record usage information for SBCT's LIDB Service Queries terminating to Sprint's LIDB. Sprint will use its SCPs as the source of usage data. Sprint will aggregate usage by each unique pairing of Originating Point Code and Account Owner for each LIDB query type.
- 13.40.12. Sprint will protect SBCT's proprietary data residing in Sprint's LIDB from unauthorized access. All elements associated with a line record as well as information related to alternate billing service is proprietary, including LIDB usage statistics.
- 13.40.13. Sprint will share end user information, pertinent to fraud investigation, with SBCT when Validation Service Queries for the specific end user reaches Sprint's established fraud threshold level.
- 13.40.14. Sprint will provide to SBCT, on request, Sprint-specific documentation regarding record formatting and associated hardware and software requirements for SBCT to access each of the interfaces that Sprint provides for LIDB data administration.

- 13.40.15. Sprint will input information provided by SBCT into LIDB for the NPA-NXXs and/or NPA-01/1XXs in a mutually agreed format.
- 13.40.16. SBCT will furnish all Line Records and Group Records in a format required by Sprint to establish records in LIDB for all working line numbers, not just line numbers associated with calling card PIN or Toll Billing Exceptions (TBE).
- 13.40.17. Sprint will provide the capability needed to perform query/response functions on a call-by-call basis for the Line Records of SBCT that reside in Sprint's LIDB.
- 13.40.18. Sprint's SCE/SMS AIN access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources to SBCT. Scheduling procedures shall provide SBCT equivalent priority to these resources.
- 13.40.19. Sprint SCP will partition and protect SBCT's service logic and data from unauthorized access, execution or other types of compromise.
- 13.40.20. When SBCT utilizes Sprint's Unbundled Local Switching Network Element and requests Sprint to provision such Network Element with a technically feasible AIN trigger, Sprint will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an Sprint AIN feature or a SBCT developed AIN feature
- 13.40.21. When SBCT utilizes its own local switch, Sprint will provide access to the appropriate AIN Call Related Database for the purpose of invoking either a Sprint AIN feature or a SBCT developed AIN feature.
- 13.40.22. As requested by SBCT, Sprint will provide specifications and information reasonably necessary for SBCT to utilize Sprint SCE/SMS AIN access as provided above no later than 15 days from request.

#### 13.41. Audits

- 13.41.1. In order to ensure the integrity and accuracy of the data contained in its LIDB, Sprint will audit the data contained in the LIDB against the data in the Sprint's LIDB SMS and audit the LIDB SMS against the source data.
  - 13.41.1.1. The audit between the LIDB SMS and LIDB (LIDB audit) verifies that the LIDB SMS records match LIDB records. The LIDB Audit is against Line Record and Group Record information in the LIDB SMS and LIDB, regardless of account ownership.

13.41.1.1.1. Sprint will run the LIDB audit on a daily basis.

13.41.1.1.2. Sprint will create a “variance file” of all SBCT records that fail the LIDB audit. Sprint will provide SBCT a means of accessing this file electronically.

13.41.1.2. The audit between the LIDB SMS and the source data verifies that an Account Owner’s records in the LIDB SMS match the source of the Account Owner’s records.

13.41.1.2.1. Sprint will provide SBCT with a file containing SBCT’s Line Records in the Sprint’s LIDB SMS at least twice per year on a regularly scheduled basis. Such audit files will represent SBCT’s entire data store in the Sprint LIDB SMS. The Parties will mutually agree upon the dates that Sprint will provide such audit files.

13.41.1.2.2. SBCT can request additional Source Audit files and Sprint will work cooperatively to accommodate all reasonable SBCT requests for such additional audit files.

#### 13.42. Query and Responses

13.42.1. All SBCT Validation Service Queries and OLSN Service Queries to Sprint’s LIDB shall use a translations type of 253 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties.

13.42.2. All SBCT CNAM Service Queries to Sprint’s LIDB shall use a translations type of 005 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties.

13.42.3. SBCT will send Queries to Sprint that conform to the ANSI approved standards for SS7 protocol and pursuant to the specification standards agreed upon by the Parties.

13.42.4. Sprint will send Responses to SBCT that conform to the ANSI approved standards for SS7 protocol and pursuant to the specification standards agreed upon by the Parties.

#### 13.43. Network

13.43.1. Each Party reserves the right to modify its network with a minimum of one hundred eighty (180) days prior written notice to the other Party. Each Party will work cooperatively to coordinate any necessary changes.



- 13.43.2. Sprint shall employ certain automatic and/or manual overload controls within Sprint's CCS/SS7 network to guard against CCS/SS7 network overload. Sprint will report to SBCT instances where overload controls are invoked due to SBCT's CCS/SS7 network and SBCT agrees in such cases to take immediate corrective actions to cure the conditions causing the overload situation.
- 13.43.3. Sprint will conform to the following performance standards as defined in Section 7 of TR-TSV-000905. The overall end-to-end CCS/SS7 network will be unavailable less than ten minutes per year from any Signal Point (SP) to any other SP. For any single SP, including a Service Control Point (SCP), there will be less than three minutes unavailability per year. The combined link set from the SCP to the Signal Transfer Point (STP) will be unavailable less than two minutes per year.
- 13.43.4. Sprint will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the Sprint STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from Sprint Network Elements. Such management controls will be applied to the specific problem source, wherever that source is, including Sprint, and not to all services unless a problem source cannot be identified.

#### 13.44. Ownership of Data

- 13.44.1. SBCT retains full and complete ownership and control over its data stored in Sprint's LIDB. Sprint obtains no ownership interest by virtue of this section.
- 13.44.2. Sprint and its Query-originating customers may not use SBCT data for purposes other than those described in this section.
- 13.44.3. Sprint will prohibit its Query-originating customers from copying, storing, maintaining, or creating any table or database of any kind based upon SBCT information they receive in a Response from Sprint's LIDB.
- 13.44.4. Sprint shall not retain SBCT's LIDB data after termination of this agreement

#### 13.45. Revenue Sharing

- 13.45.1. Sprint will pay a commission to SBCT for queries against SBCT's data stored in Sprint's LIDB. The commission for non-Sprint queries will be 50% of the rate Sprint charges to the query originator.

Commissions of Sprint-originated queries to SBCT records will be paid at 50% of the rate charged to SBCT as a query originator. Sprint will pay the commission on a monthly basis as a credit on SBCT's bill. The monthly settlement will include the number of queries by query type. Either Party reserves the right to renegotiate the terms and conditions of the commission structure.

#### 13.46. Pricing

13.46.1. Access to the Call Related Databases will be provided to SBCT at rates reflected in Part C, Table 1.

#### 13.47. Line Information Database (LIDB)

##### 13.47.1. Compensation and Billing

13.47.1.1. Access by SBCT to LIDB information in Sprint's LIDB Database – SBCT shall pay a per query charge of 0.0001 for transport query and 0.04 for a validation query.

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

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

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

13.47.2. Authorized Uses of Sprint's LIDB Database -- Use of Sprint's LIDB Database by SBCT and SBCT's customers is limited to obtaining information, on a call-by-call basis, for delivery of name with Caller ID functions and shall not be stored or resold by SBCT or its customers in any form.

## 13.48. Local Number Portability Local Routing Query Service

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

### 13.48.1.1. Technical Requirements

13.48.1.1.1. SBCT agrees to obtain, prior to the initiation of any query or other service under this Agreement, an NPAC/SMS User Agreement with Lockheed. SBCT will maintain the NPAC/SMS User Agreement with the Lockheed, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of an NPAC/SMS User Agreement.

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

### 13.48.2. Compensation and Billing

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

13.48.2.2. Billing – Invoices will be sent out by the 15th of each month on a LNP specific invoice.

13.48.2.3. Late Payments – All charges and fees not paid by SBCT to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one percent (1%) per month (calculated on the

basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.

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

13.48.2.5. NPAC Costs – Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against SBCT as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to SBCT or the NPAC for any of these fees or charges applicable to SBCT, even though it may pay such charges for other Sprint companies.

## 14. **DARK FIBER**

### 14.1. General Rules and Definition

14.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. It is fiber optic cable that connects two points within Sprint’s network that has not been activated through connection to the electronics that “light” it and render it capable of carrying Telecommunications Services (“Dark Fiber”).

14.1.2. Sprint will provide Dark Fiber for the Dedicated Transport, loop and subloop Network Elements. Dark fiber is not a separate network element, but a subset of Dedicated Transport, loop and subloop Network Elements. Any rules and guidelines for these network elements, including accessibility, will apply to Dark Fiber.

- 14.1.3. Dark Fiber will be leased on a first come first served basis. SBCT can reserve Dark Fiber by submitting orders and paying for it. SBCT may lease from two fibers up to 25% of the available fibers in a sheath. SBCT leased fiber is subject to the take back provisions listed below.

## **15. FIBER AVAILABILITY**

### **15.1. Spare Fiber Inventory Availability and Condition**

15.1.1. Spare Dark Fiber is fiber that is spliced in all segments, point to point but not assigned. Fibers set aside and documented for Sprint's forecasted growth, maintenance, defective fibers, or fibers subscribed to by other carriers will not be considered spare.

15.1.2. Spare fibers in a sheath are not considered available if Sprint has a previously documented project to put the fiber in use within the current calendar year and the following calendar year.

### **15.2. Determining Spare Fibers:**

15.2.1. Sprint will inventory and track spare Dark Fibers. Spare fibers do not include the following:

15.2.1.1. Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to SBCT for use under this Agreement.

15.2.1.2. Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

15.2.1.2.1. Cables with 48 fibers and less: four maintenance spare fibers

15.2.1.2.2. Cables with 72 and 96 fibers: eight maintenance spare fibers

15.2.1.2.3. Cables with 144 fibers: twelve maintenance spare fibers

15.2.1.2.4. Cables with 216 fibers: 18 maintenance spares

15.2.1.2.5. Cables with 288 fibers: 24 maintenance spares

15.2.1.2.6. Cables with 432 fibers: 36 maintenance spares

15.2.1.2.7. Cables with 864 fibers: 72 maintenance spares.

15.3. Sprint will not restrict the use of leased Dark Fiber.

15.4. Interconnection Arrangements

15.4.1. Rules for gaining access to unbundled network elements apply to Dark Fiber. SBCT must establish a point of interconnection (POI) to gain access. Virtual and physical collocation arrangements would normally be used by SBCT to locate the optical electronic equipment necessary to “light” leased Dark Fiber.

15.4.2. When SBCT requests Dark Fiber SBCT must be able to connect to the Sprint fiber by means of fiber patch panel. SBCT’s fiber patch panel must meet the requirements of using the same optical cross connects that Sprint uses for its fiber patch panel.

15.4.3. Dark Fiber will be provided in the following four manners:

15.4.3.1. Dark Fiber transport will be between two Sprint fiber patch panels (FPP) in two separate Sprint offices. SBCT will establish a FPP POI in each office. Sprint and SBCT FPP will be connected via fiber patch cords.

15.4.3.2. Dark Fiber feeder will be between two Sprint FPPs, one located in a Sprint central office and one at a remote location, such as a digital loop carrier. SBCT will establish a FPP POI in the Sprint central office which will be connected to the Sprint FPP via a fiber patch cord. SBCT will establish a POI at the remote site and order a collocation or interconnection arrangement at Sprint’s FPP. A fiber “pigtail” will connect the virtual appearance on Sprint’s FPP and the SBCT POI.

15.4.3.3. Dark Fiber distribution is between a Sprint FPP located outside a Sprint central office (e.g., remote site) and a FPP located at an end user customer premises. SBCT must establish a POI in the Sprint remote site as described above and is responsible for providing facilities on the customer’s premises.

15.4.3.4. Dark Fiber loop is between a Sprint FPP located in a Sprint central office and a FPP located at a customer’s premises. SBCT must establish a POI in the Sprint central office and is responsible for providing facilities on the end user customer’s premises.

15.5. Rules for Take Back

15.5.1. Sprint may reclaim from SBCT the right to use Dark Fiber, whether or not the Dark Fiber is being utilized by SBCT. Sprint will provide SBCT Transport alternatives when Sprint takes back working fiber. Sprint must also demonstrate to the Commission that the Dark Fiber

will be needed to meet Sprint's bandwidth requirements within the 12 months following the revocation.

- 15.5.2. Sprint can take back Dark Fiber to meet its carrier of last resort obligations.
- 15.5.3. Sprint will provide SBCT 12 months written notice prior to taking back fiber.
- 15.5.4. If multiple CLECs have leased fiber within a single sheath, Sprint will use the following criteria for taking back fiber.
  - 15.5.4.1. Leased fibers not in use will be taken back first. Leased fibers not in use for the longest period of time will be taken back first.
  - 15.5.4.2. Leased fibers with the lowest capacity will be taken back next. For example, fibers with an OC-3 system will be taken back before those with OC-12 electronics. Those leased for the shortest period will be taken back first.
  - 15.5.4.3. The Dispute Resolution Procedures found in this Agreement will be followed if SBCT wishes to contest Sprint's decision to take back its leased fiber.

#### 15.6. Ordering Procedure

- 15.6.1. SBCT will submit orders for Dark Fiber via the local service request (LSR) process. Ordering instructions are outlined in the Joint Operations Plan. Charges will apply for pre-order inquiries. Sprint will review the request for availability and will respond to SBCT within 30 days regarding the acceptance or rejection of the order. If the order is accepted, the response will provide the planned installation date. The order will be completed if Dark Fiber is available.
- 15.6.2. An explanation will accompany any rejection to a SBCT.
- 15.6.3. SBCT will follow the Dispute Resolution Process outlined in Part B, Section 23 of this Agreement if they wish to contest the rejection.

#### 15.7. Maintenance and Testing

- 15.7.1. Each carrier is responsible for maintaining the facilities that it owns.
- 15.7.2. Sprint tests fiber at the time of original installation and will not test it again until an interconnection is established. SBCT will conduct the end-to-end test in conjunction with Dark Fiber splicing. Cooperative testing is available at SBCT's request. Additional rates and charges will apply.

15.7.3. Special construction charges may apply to accommodate a SBCT requested arrangement.

## **16. SPECIAL ACCESS SERVICE CONVERSION**

- 16.1. Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 (“In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996”), or awarded by a Supplemental Order on or about 6/20/00, including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with Sprint’s processes implementing the Supplemental Order.
- 16.2. Sprint will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on June 2, 2000, In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-00-183).

## **17. LOOP FREQUENCY UNBUNDLING**

### **17.1. General Terms**

- 17.1.1. Sprint shall make available as a separate unbundled Network Element the High Frequency Spectrum (“HFS”) UNE for line sharing by SBCT. Prices for each of the separate components offered in association with the HFS UNE are reflected in Part C, Table 1 to this Agreement unless otherwise noted.
- 17.1.2. Pursuant to FCC rules and orders as applicable under the provisions of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible terminal in the outside loop plant, subject to Part K - Collocation.
- 17.1.3. Sprint shall make the HFS UNE available to SBCT in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same end user customer.
- 17.1.3.1. Sprint’s HFS UNE unbundling obligation does not apply where copper facilities do not exist.
- 17.1.3.2. When requested, Sprint will move an end user customer’s analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available,



via the non-recurring charges listed in Part C, Table 1 at SBCT's expense.

- 17.1.4. In the event that the end user being served by SBCT via HFS UNE terminates its Sprint-provided analog circuit-switched voice band service, or when Sprint provided analog circuit switched voice band service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to SBCT prior to disconnect. SBCT shall have the option of purchasing an entire stand-alone UNE Non-Voice Grade loop if it wishes to continue to provide advanced services to that end user customer. If SBCT notifies Sprint that it chooses this option, SBCT and Sprint shall cooperate to transition DSL service from the HFS UNE to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If SBCT declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.
- 17.1.5. Sprint will use reasonable efforts to accommodate the continued use by SBCT as a stand-alone UNE Non-Voice Grade loop of the copper loop facilities over which SBCT is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates; provided that:
  - 17.1.5.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and
  - 17.1.5.2. SBCT agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand alone unbundled non-voice grade loop as specified in this Agreement (excluding conditioning charges).
  - 17.1.5.3. If facilities do not exist and the end user customer being served by SBCT via HFS UNE has its Sprint-provided analog circuit-switched voice band service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which SBCT is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates, Sprint will continue to allow the provision of advanced services by SBCT over the copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the end user customer has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to SBCT prior to disconnection.

- 17.1.6. Sprint will offer as a UNE or a combination of UNEs, line sharing over fiber fed loops, including loops behind DLCs, under the following conditions:
  - 17.1.6.1. Sprint must first have deployed the applicable technology in the Sprint network and be providing service to its end users customers over such facilities employing the technology;
  - 17.1.6.2. There must be a finding that the provision of High Frequency Spectrum Network Element in this fashion is technically feasible and, to the extent that other UNEs are involved in the provision of such service, that the combination of such elements as are necessary to provide the service is required under the Applicable Rules.
  - 17.1.6.3. The pricing as set forth in this Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.
- 17.1.7. Sub-Loop: In locations where Sprint has deployed: (1) digital loop carrier systems and an uninterrupted copper loop is replaced with a fiber segment or shared copper in the distribution section of the loop; (2) Digital Added Main Line (“DAML”) technology to derive multiple voice-grade POTS circuits from a single copper pair; or (3) entirely fiber optic facilities to the end user customer, Sprint will make the following options available to SBCT:
  - 17.1.7.1. Where spare copper facilities are available, and the facilities meet the necessary technical requirements for the provisioning of xDSL, SBCT has the option of requesting Sprint to make copper facilities available.
  - 17.1.7.2. SBCT has the option of collocating a DSLAM in Sprint's Remote Terminal (“RT”) at the fiber/copper interface point, pursuant to Applicable Rules. When SBCT collocates its DSLAM at Sprint’s RT, Sprint will provide SBCT with unbundled access to subloops to allow SBCT to access the copper wire portion of the loop.
  - 17.1.7.3. Where SBCT is unable to obtain spare copper loops necessary to provision a xDSL service, and Sprint has placed a DSLAM in the RT, Sprint must unbundle and provide access to its DSLAM. Sprint is relieved of this requirement to unbundle its DSLAM if it permits SBCT to collocate its DSLAM in Sprint’s RT.

- 17.1.7.4. For loops ordered less than 12,000 feet in length, Sprint will provide a process that does not require loop qualification. If load coils, repeaters or excessive bridged taps are present on a loop under 12,000 feet in length, conditioning to remove these elements will be performed at SBCT's request at rates specified in this agreement.
  - 17.1.8. Sprint shall not deny SBCT's request to deploy any loop technology that is presumed acceptable for deployment unless Sprint has demonstrated to the Commission in accordance with Applicable Rules that SBCT's deployment of the specific loop technology will significantly degrade the performance of the other advanced services or traditional voice band services.
  - 17.1.9. In the event SBCT wishes to introduce a technology that has been approved by another State Commission or the FCC, or successfully deployed elsewhere, SBCT will provide documentation describing that action to Sprint and the State Commission before or at the time of its request to deploy such technology within Sprint. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of the other services.
- 17.2. Information to be Provided
- 17.2.1. In connection with the provision of HFS UNE and advanced services, Sprint shall provide to SBCT:
    - 17.2.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
    - 17.2.1.2. information with respect to the rejection of SBCT's provision of advanced services, together with the specific reason for the rejection; and
    - 17.2.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
  - 17.2.2. In connection with the provision of HFS UNE and advanced services, SBCT shall provide to Sprint the following information on the type of technology that SBCT seeks to deploy where SBCT asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
    - 17.2.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the

desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

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

17.2.2.3. to the extent not previously provided SBCT must disclose to Sprint every SMC involved with the provision of advanced services that SBCT has implemented on Sprint's facilities to permit effective Spectrum Management.

17.2.3. In connection with the provision of HFS UNE, if SBCT relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

### 17.3. Conditioning, Testing, Maintenance

17.3.1. Sprint will condition loops at the request of SBCT. Conditioned loops are copper loops from which excessive bridge taps, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including xDSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Part C, Table 1. Conditioning charges apply to all loops that SBCT requests line conditioning on, irrespective of the length of the loop. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.

17.3.2. Sprint will guarantee basic metallic loop parameters, including continuity and pair balance. SBCT-requested testing by Sprint beyond these parameters will be billed as set forth in Part C, Table 1. On loops where SBCT has requested no conditioning to be performed, Sprint's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at SBCT's request, Sprint will verify continuity, the completion of all requested conditioning, and will repair at no charge to SBCT any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

17.3.3. If Sprint declines a SBCT request to condition a loop and Sprint is unable to satisfy SBCT of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the Commission that conditioning the specific loop in question will significantly degrade voice band services.

- 17.3.4. If SBCT requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Part C, Table 1 to this Agreement. Non-standard non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in Section 5.5 above are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.
- 17.3.5. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects SBCT to deploy the testing capability for its own specialized services. If SBCT requests testing other than basic installation testing as indicated above SBCT will pay rates specified in Part C, Table 1.
- 17.3.6. In the event both Sprint's analog circuit-switched voice services and SBCT's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to SBCT. Any additional maintenance of service conducted at SBCT's request by Sprint on behalf of SBCT solely for the benefit of SBCT will be paid by SBCT at rates specified in Part C, Table 1.

#### 17.4. Deployment and Interference

- 17.4.1. In providing services utilizing the HFS UNE, Sprint shall allow SBCT to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 17.4.2. Sprint shall use T1E1.4 standards for provisioning xDSL services.
- 17.4.3. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in this Agreement.
- 17.4.4. Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop shall be

presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

- 17.4.4.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
  - 17.4.4.2. Is approved by an industry standards body, the FCC, or any State Commission or;
  - 17.4.4.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where SBCT seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 17.4.4.3, the burden is on SBCT to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 17.5. If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify SBCT and give them a reasonable opportunity to correct the problem. SBCT will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and SBCT are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that SBCT's technology is the cause of the interference, SBCT will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 17.6. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering Party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If Parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying Party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not cause interference.

- 17.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable, the degraded service shall not prevail against the newly deployed technology.
- 17.8. If Sprint denies a request by SBCT to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

## **18. MAINTENANCE /SERVICE ASSURANCE**

- 18.1. If requested by either Party, the Parties will negotiate in good faith to arrive at terms and conditions for Acceptance Testing on repairs.
- 18.2. Sprint will provide resolution of SBCT-referred trouble tickets for the HFS in parity with repair intervals pursuant to Part J, Performance Measurements
- 18.3. When SBCT resolves the trouble condition in its equipment, SBCT will contact Sprint to restore the HFS.
- 18.4. Any SBCT testing of the retail-POTS service must be non-intrusive. SBCT may use intrusive testing on its non-integrated DATA-only sections within its equipment. The retail POTS service must be continuous and cannot be opened by SBCT.

## **19. FORECAST**

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

## **20. INDEMNIFICATION**

- 20.1. Each Party agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.
- 20.2. For any technology, SBCT represents that its use of any Sprint Network Element, or of its own equipment or facilities in conjunction with any Sprint Network Element, will not materially interfere with or impair service over any facilities of Sprint, its Affiliates or connecting and concurring carriers, cause damage to Sprint's plan, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Notwithstanding anything else in this Agreement, upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if SBCT violates this provision, provided that such termination of service will be limited to SBCT's use of the Network Element(s) causing the violation. Sprint will not disconnect the Network Elements causing the violation if, after receipt of written notice and opportunity to cure, SBCT demonstrates that their use of the Network Element is not the cause of the network harm.

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

- 21.1. To the extent technically feasible, SBCT will be given access to Loop Qualification and OSS interfaces that Sprint is providing itself, its Affiliates, or any other person. Sprint shall make available this Loop Qualification in a non-discriminatory manner at parity with the data and access it gives itself and other CLECs, including Affiliates. The charges for loop qualification are set forth in Part C, Table 1 to this Agreement.
- 21.2. Subject to 21.1 above, Sprint's Loop Qualification will provide response to SBCT queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis. If manual loop qualification is requested, loop makeup data should include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps, load coils, and repeaters; (e) the presence of pair gain devices, digital loop carriers ("DLC"), and/or DAML(digital add main line) and (f) the presence of disturbers in the same and/or adjacent binder groups.
- 21.3. Information provided to SBCT will not be filtered or digested in a manner that it would affect SBCT's ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.
- 21.4. Sprint shall provide loop qualification based on the individual telephone number or address of an end-user customer in a particular Wire Center or NXX code.



Loop Qualification requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where SBCT connects to the Sprint network.

- 21.5. Errors identified in validation of the loop qualification inquiry order will be passed back to SBCT.
- 21.6. Sprint will provide the requested loop qualification information to SBCT in parity, without jeopardizing the integrity of proprietary information (i.e. – fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, SBCT must provide a unique fax number used solely for the receipt of loop qualification information.
- 21.7. If SBCT does not order loop qualification prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, SBCT agrees that:
  - 21.7.1. SBCT will be charged a trouble isolation charge to determine the cause of the failure;
  - 21.7.2. If Sprint undertakes loop qualification activity to determine the reason for such failure, SBCT will be charged a loop qualification charge; and
  - 21.7.3. If Sprint undertakes conditioning activity for a particular loop to provide for the successful installation of advanced services, SBCT will pay applicable conditioning charges as set forth in Part C, Table 1 of this Agreement.

## **22. VOICE UNE-P AND EEL**

### **22.1. Combination of Network Elements**

- 22.1.1. SBCT may order unbundled Network Elements either individually or in the combinations of VOICE UNE-P and EEL as specifically set forth in this section of the Agreement.
- 22.1.2. Definitions
- 22.1.3. EEL - Enhanced Extended Link (“EEL”). EEL for purposes of this Agreement refer to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint network.
- 22.1.4. VOICE UNE-P - Voice Unbundled Network Element Platform (“VOICE UNE-P”). VOICE UNE-P for purposes of this Agreement refers to the existing unbundled network elements, specifically NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching, in the

Sprint Network and is used to carry traditional POTS analog circuit-switched voice band transmissions.

## 22.2. General Terms and Conditions

- 22.2.1. Sprint will allow SBCT to order each Unbundled Network Element individually in order to permit SBCT to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's network.
- 22.2.2. Sprint will provide SBCT access to VOICE UNE-P and EEL as provided in this Agreement. SBCT is not required to own or control any of its own local exchange facilities before it can purchase or use VOICE UNE-P or EEL to provide a telecommunications service under this Agreement. Any request by SBCT for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in this Agreement and made available to SBCT upon implementation by Sprint of the necessary operational modifications.
- 22.2.3. The provisioning of VOICE UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by SBCT.
- 22.2.4. Notwithstanding Sprint's general duty to unbundle local circuit switching, Sprint shall not be required to unbundle local circuit switching, nor provide VOICE UNE-P for SBCT when SBCT serves end-users with four or more voice grade (DS0) equivalents or lines provided that Sprint provides nondiscriminatory access to combinations of unbundled loops and transport (EELs) throughout Density Zone 1, when Sprint's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98, and in Density Zone 1, as defined in § 69.123 on January 1, 1999 (the Exemption). Sprint may audit SBCT's UNE-P customer base in accordance with Part B – Article 6 of the Agreement to ensure SBCT's adherence to the Exemption.

## 22.3. Specific Combinations and Pricing

- 22.3.1. In order to facilitate the provisioning of VOICE UNE-P and EEL, Sprint shall support the ordering and provisioning of these specific combinations as set forth below.

- 22.3.2. The Parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Ordering and provisioning for VOICE UNE-P and EEL will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications. Sprint Offers the following Combinations of Network Elements.
- 22.3.2.1. Sprint will offer the combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P at the applicable recurring charges and non-recurring charges as specified in Part C, Table 1 for VOICE UNE-P plus the applicable service order charge.
- 22.3.3. Until such time as Sprint can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to SBCT at the recurring flat rate charge reflected in Part C, Table 1. Upon the implementation of the necessary operational modifications, Sprint will convert from billing SBCT based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.
- 22.3.3.1. Sprint will continue to bill originating and terminating access charges to interexchange carriers (IXCs) for access usage over VOICE UNE-P and pay to SBCT the access amount due to SBCT at Sprint's applicable access rates ("Access Credit") until such time as Sprint can provide originating and terminating access records to SBCT. The Parties agree that the per month Access Credit to SBCT shall be specified in Part C, Table 1. The Access Credit shall be calculated by multiplying the number of lines SBCT has received as VOICE UNE-P times the amount specified in Part C, Table 1, and shall appear on SBCT's monthly invoice as a single line item for all accounts. Once Sprint can provide either originating and/or terminating access records to SBCT, SBCT will be responsible for billing the respective originating and/or terminating access charges directly to IXCs and access settlements in the form of the Access Credit for originating and/or terminating charges between the Parties will cease or be reduced accordingly.
- 22.3.3.2. Sprint will provide SBCT toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format at the charges set forth in Part C, Table 1. Any non-standard requested format would be

handled through the BFR process as set forth in this Agreement.

22.3.4. EEL is the combination of the NID, Loop, and Dedicated Transport Network Elements.

22.3.4.1. Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein to provide EEL at the applicable recurring and non-recurring charges as specified in Part C, Table 1 for EELs, the applicable recurring and nonrecurring charges for cross connects and service order charges. Sprint will provide cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between Sprint central offices) for SBCT's provision of circuit switched telephone exchange service to SBCT's own end user customers.

22.3.4.2. Multiplexing shall be provided as necessary as part of dedicated transport.

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

22.3.4.4. Notwithstanding the above limitations, pursuant to Section 59 of this Agreement, Sprint will offer EELs where the component UNEs are not previously or currently combined where Sprint is not required to provide local switching for switching used to serve end user customers served by SBCT, with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

22.4. Splitters

22.4.1. In providing access to the High Frequency Spectrum Network Element, SBCT will purchase, install and maintain the splitter in their caged or cageless collocation space, unless Sprint and SBCT negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from SBCT DSLAM (Sprint analog voice input to the splitter and combined analog voice/data output from the splitter) will be cabled out to the Sprint distribution frame for cross connection with jumpers. Prices for these services are reflected in Attachment 1. Sprint will provide and, if requested, install the cabling from the SBCT collocation area to Sprint's distribution frame and be reimbursed, as applicable, per the normal collocation process, except that no charges shall apply for any

reassignment of carrier facilities (“CFA”) or reduction of existing facilities. SBCT will make all cable connections to their equipment.

## **PART F- INTERCONNECTION**

### **1. LOCAL INTERCONNECTION TRUNK ARRANGEMENT**

- 1.1. SBCT and Sprint shall Interconnect their networks at the correspondingly identified POI for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic.
- 1.2. Sprint shall provide Interconnection equal in quality to that provided to itself or any subsidiary, Affiliate or other person. For purposes of this Part F Interconnection, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network.
- 1.3. Interconnection Trunking Requirements
  - 1.3.1. The Parties agree to initially use two-way trunks when appropriate and available for a given trunk group.
  - 1.3.2. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:
    - 1.3.2.1. 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. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.
    - 1.3.2.2. SBCT is solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups.
    - 1.3.2.3. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.
    - 1.3.2.4. Separate trunks will be utilized for connecting SBCT's switch to each 911/E911 tandem or equivalent.
    - 1.3.2.5. Separate trunks will be utilized for connecting SBCT's switch to Sprint's Choke tandem and Operator Services/Directory Assistance tandem, where available.
    - 1.3.2.6. SBCT may choose to use the same physical facilities to provision all categories of traffic. Such use will not be for the

purpose of avoiding access charges associated with InterLATA and IntraLATA traffic originated by or terminated to an End User who is not a SBCT local exchange service End User.

- 1.3.2.7. Separate trunk groups will be utilized for connecting SBCT's switch to Sprint's Operator Service center for operator-assisted busy line interrupt/verify.
- 1.3.2.8. Inward operator-assisted busy line interrupt/verify traffic may be routed between the two Parties via a separate dedicated trunk group.
- 1.3.2.9. Telcordia nomenclature convention(s) will be employed.
- 1.3.2.10. When end office functionality is provided in a remote end office of a host/remote configuration, the interconnection for that remote end office will be provided at the host switch.

#### 1.4. Point of Interconnection

- 1.4.1. SBCT must establish at least one POI per Sprint Local Calling Area in which SBCT chooses to offer local exchange service.
- 1.4.2. POI selection will be in concert with state regulatory calling scope requirements and with the intention of achieving a balance in the provisioning of facilities that is fair to both Parties.
- 1.4.3. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Point of Interconnection. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, the Parties will negotiate new POIs, as required. The Parties agree to meet as often as necessary to negotiate the selection of new POIs. The mutually agreed to POIs will be documented and distributed to both Parties. Either Party must provide written notice of any changes to the physical architecture plan within a time frame determined by the Implementation Team members.
- 1.4.4. SBCT will be responsible for engineering, installing and maintaining its network on its side of the POI. Sprint will be responsible for engineering, installing and maintaining its network on its side of the POI.
- 1.4.5. For construction of new facilities when the Parties choose to interconnect at a mid-span meet, SBCT and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Sprint will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less.

#### 1.5. Interconnection Methods

1.5.1. Interconnection in the Sprint Local Calling Area shall be accomplished at any technically feasible POI by any technically feasible means, including (i) a Fiber-Meet, (ii) Collocation (virtual, physical caged or physical cageless) at any technically feasible Premise as provided in Part K Collocation or the applicable state tariff, (iii) leased facilities; and, (iv) other methods as required by the Act or as mutually agreed to by the Parties.

1.6. Fiber Meet

1.6.1. Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a point to point linear chain SONET transmission system. Only Interconnection trunks shall be provisioned over this facility. Neither Party will be allowed to access the Data Communications Channel (“DCC”) of the other Party’s Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements upon the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

1.6.2. There are four basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section.

1.6.2.1. Design One: SBCT’s fiber cable (four fibers) and Sprint’s fiber cable (four fibers) are connected at an economically and technically feasible point between the SBCT and Sprint locations. The POI would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the Fiber Termination Point options section. Each Party would supply a fiber optic terminal at their respective end. The POI would be at the fiber termination panel at the mid-point meet.

1.6.2.2. Design Two: SBCT will provide fiber cable to the last entrance (or Sprint designated) manhole at the Sprint Tandem or End Office switch. Sprint shall make all necessary preparations to



receive and to allow and enable SBCT to deliver fiber optic facilities into that manhole. SBCT will provide a sufficient length of Optical Fire Resistant (OFR) cable for Sprint to pull the fiber cable through the Sprint cable vault and terminate on the Sprint\_fiber distribution frame (FDF) in Sprint's office. SBCT shall deliver and maintain such strands wholly at its own expense up to the POI. Sprint shall take the fiber from the manhole and terminate it inside Sprint's office on the FDF at Sprint's expense. In this case the POI shall be at the Sprint designated manhole location.

1.6.2.3. Design Three: Sprint will provide fiber cable to the last entrance (or SBCT designated) manhole at the SBCT location. SBCT shall make all necessary preparations to receive and to allow and enable Sprint to deliver fiber optic facilities into that manhole. Sprint will provide a sufficient length of Optical Fire Resistant (OFR) cable for SBCT to run the fiber cable from the manhole and terminate on the SBCT fiber distribution frame (FDF) in SBCT's location. Sprint shall deliver and maintain such strands wholly at its own expense up to the POI. SBCT shall take the fiber from the manhole and terminate it inside SBCT's office on the FDF at SBCT's expense. In this case the POI shall be at the SBCT designated manhole location.

1.6.2.4. Design Four: Both SBCT and Sprint each provide two fibers between their locations to terminate at each Parties FOT. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. Sprint will provide the fibers associated with the "working" side of the system. SBCT will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the Sprint location.

1.6.3. SBCT location includes SBCT FOTs, multiplexing and fiber required to terminate the optical signal provided from Sprint. This location is SBCT's responsibility to provision and maintain in a capacity sufficient to accommodate the interconnection trunking requirements specified in this Part F Interconnection.

1.6.4. The Sprint location includes all Sprint FOT, multiplexing and fiber required to terminate the optical signal provided from SBCT. This location is Sprint's responsibility to provision and maintain in a capacity

sufficient to accommodate the interconnection trunking requirements specified in this Part F Interconnection.

- 1.6.5. Sprint and SBCT shall, solely at their own expense, procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet in capacity sufficient to provision and maintain all trunk groups prescribed by this Part F Interconnection for the purposes of Interconnection.
- 1.6.6. Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable and can be provided over DS1 facilities. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above. SBCT and Sprint will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Said capacity will be sufficient to accommodate all of the forecasted interconnection trunking requirements specified in this Appendix Interconnection. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by SBCT and Sprint.

#### 1.7. Leased Facilities

- 1.7.1. Should SBCT prefer, new interconnection facilities or facility augmentations may be provisioned via third party facilities. Alternatively, SBCT may lease facilities from Sprint via the applicable Sprint tariff. Any request by SBCT for leased facilities where facilities, equipment, or riser cable do not exist will be considered by Sprint via the "Bona Fide Request" process ("BFR") pursuant to Part E Network Elements of this agreement.
- 1.7.2. 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. SBCT is responsible to terminate the leased facility in a collocation space (if unbundled loops or switched ports will be purchased in the central office) or a set of Sprint-provided DSX jacks to clearly establish the POI.
- 1.7.3. If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation point between Sprint's facility and SBCT's equipment as long as the end point is within Sprint's exchange area.

#### 1.8. Collocation.

### 1.8.1. Physical Collocation Interconnection

1.8.1.1. When SBCT provides their own facilities or uses the facilities of a third party to a Sprint Tandem or End Office and wishes to place their own transport terminating equipment at that location, SBCT may Interconnect using the provisions of Physical Collocation as set forth in Part K Collocation or applicable state tariff.

### 1.8.2. Virtual Collocation Interconnection

1.8.2.1. When SBCT provides their own facilities or uses the facilities of a third party to a Sprint Tandem or End Office and wishes for Sprint to place transport terminating equipment at that location on SBCT's behalf, they may Interconnect using the provisions of Virtual Collocation as set forth in Part K Collocation or applicable state tariff. Virtual Collocation allows SBCT to choose the equipment vendor and does not require that SBCT be Physically Collocated.

## 2. **INTERCONNECTION COMPENSATION MECHANISMS**

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

### 2.2. Interconnection Compensation

2.2.1. Interconnection compensation will be pursuant to the following unless otherwise mutually agreed to in writing by the Parties.

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

2.2.3. If a meet-point is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and SBCT, the relative use factor will be reduced by the proportionate length of haul provided by each party. Sprint shall be responsible for network provisioning as described in § 1.6 herein.

2.2.4. If SBCT provides one-hundred percent (100%) of the interconnection facility via lease of meet-point circuits between Sprint and a third-party; lease of third party facilities; or construction of its own facilities; SBCT may charge Sprint for proportionate amount based on relative usage using the lesser of:

- 2.2.4.1. Sprint's dedicated interconnection rate;
- 2.2.4.2. Its own costs if filed and approved by a commission of appropriate jurisdiction; and
- 2.2.4.3. The actual lease cost of the interconnecting facility.

2.3. Compensation for Local Traffic Transport and Termination

2.3.1. The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Part and shall be applied consistent with the provisions of Part F of this Agreement Under this agreement, Sprint is only required to compensate SBCT for terminating Local Traffic. Information Access Traffic will be exchanged on a bill and keep basis.

2.3.1.1. The Parties agree to bill and keep for mutual reciprocal compensation for the termination of Information Access Traffic on the network of one Party, which originates on the network of the other Party.

2.3.1.2. Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be Information Access Traffic and subject to bill and keep. This presumption may be rebutted by either Party consistent with the provisions of the FCC's *Order on Remand and Report and Order*, CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Compensation Order"). Under bill and keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the Information Access Traffic which is subject to the bill and keep compensation mechanism. The bill and keep arrangement is subject to the following conditions:

2.3.1.2.1. Bill and keep applies to Information Access Traffic between a SBCT end office and a Sprint tandem, Sprint end office including common transport.

2.3.1.2.2. Traffic studies may be conducted semi-annually to measure the amount of traffic on the interconnection trunks to determine the ratio of originating to terminating traffic. Parties agree to share the results of such studies.

2.3.1.2.3. Bill and keep does not apply to Local Traffic or Information Access Traffic originated by SBCT,

transiting Sprint's network, and terminated by a third party in which case applicable transit charges will apply. Sprint will not assume transport and termination liabilities on behalf of the calls originated by SBCT.

- 2.4. On April 27, 2001, the FCC released the ISP Compensation Order. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to the ILEC's option to invoke on a date specified by ILEC the FCC's ISP terminating compensation plan.
- 2.5. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of Local Traffic. The following compensation elements shall apply:
  - 2.5.1. "Transport," which includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user; and
  - 2.5.2. "Termination," which includes the switching of Local Traffic at the terminating carrier's end office switch.
- 2.6. When a SBCT subscriber places a call to Sprint's subscriber, SBCT will hand off that call to Sprint at the POI. Conversely, when Sprint hands off Local Traffic to SBCT for SBCT to transport and terminate, Sprint may use the established POI or Sprint may designate its own POI.
  - 2.6.1. SBCT 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. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

- 2.6.1.1. When calls from SBCT are terminating on Sprint's network through the Sprint Tandem Switch, SBCT will pay Sprint for transport charges from the POI to the Tandem for dedicated transport. SBCT shall also pay a charge for Tandem Switching, common transport to the end office, and end-office termination.
- 2.6.1.2. When Sprint terminates calls to SBCT's subscribers using SBCT's switch, Sprint shall pay SBCT for transport charges from the POI to the SBCT switching center for dedicated transport. Sprint shall also pay to SBCT a charge symmetrical to its own charges for the functionality actually provided by SBCT for call termination.
- 2.6.1.3. SBCT may choose to establish direct trunking to any given end office. If SBCT leases trunks from Sprint, it shall pay charges for dedicated transport. For calls terminating from SBCT to subscribers served by these directly-trunked end offices, SBCT shall also pay an end-office termination. For Sprint traffic terminating to SBCT over the direct end office trunking, compensation payable by Sprint shall be the same as that detailed in § 2.6.1.2 above.

### **3. SIGNALING**

- 3.1. Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
  - 3.1.1. Refer to Part E Network Elements of this agreement for detailed terms of SS7 Network Interconnection.

### **4. PROTOCOL**

- 4.1. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, SBCT will agree to use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
  - 4.1.1. Where SBCT is unwilling to utilize an alternate interconnection protocol, SBCT will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K

CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between SBCT and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, SBCT, or Sprint internal customer demand for 64K CCC trunks.

## **5. ARCHITECTURE**

- 5.1. Using one or more of the Interconnection Methods described previously, the Parties will agree on a physical architecture plan.
- 5.2. When the access and local tandem functionality are combined into a single tandem switch, then direct trunk groups to the tandem will provide SBCT both access and local functionality.
- 5.3. The Parties shall establish direct end office PH (primary high usage) trunk groups when end office terminating traffic requires 24 or more trunks or when no local tandem is present in the exchange.
- 5.4. Using the “End-Point Meet” architecture, the Parties will establish transport facilities from their own Central Office(s) to the other Party’s Central Office utilizing any Interconnection Method. One way directionalized trunking will only be deployed when required by Sprint due to technical or billing limitations or Sprint’s operational practices and absent engineering issues.
- 5.5. Using the “Mid-Point Meet” architecture, the POI functions as a demarcation for each Party.
  - 5.5.1. When required, based on guidelines in this Part F Interconnection, either Party may trunk directly to the other Party’s End Office. If SBCT is virtually or physically collocated at the End Office, then that Collocation will be the designated POI. That Collocation will be used for the transport of direct End Office trunking, in addition to other uses. If collocated, SBCT is responsible for the appropriate sizing, operation, and maintenance of the transport facility. In the instance where the Party is not collocated, the End Office trunk group will be handed off at the original POI and both Parties will be responsible for the transport facilities on their side of the POI.

## **6. NETWORK SERVICING**

- 6.1. Transport Capacity Management
  - 6.1.1. The initial fiber optic system deployed for each Interconnection shall be the smallest standard available in a capacity sufficient to accommodate the forecasted trunking requirements as per this Appendix. When determining additional capacity requirements beyond the initial system, the Parties

shall minimize investment and deploy facilities in a “just in time” fashion. Discussions to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at 90% capacity.

6.2. Trunk Capacity Management

6.2.1. The Parties will be jointly responsible for servicing two-way trunk groups between the two networks. SPRINT shall be responsible for servicing the one way trunk groups terminating to SBCT. SBCT shall be responsible for servicing the one way trunk groups terminating to SPRINT.

6.3. Servicing Objective/Traffic Data Exchange

6.3.1. Each Party agrees to service trunk groups to the blocking criteria as follows:

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	1%
IntraLATA Toll (Direct End Office)	1%
IntraLATA Toll Tandem	0.5%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

6.3.2. \*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

6.3.3. Both Parties recognize that either Party may utilize different forecasting techniques. In the event that the Parties can not agree upon the trunking requirements, the higher forecast will be used at Sprint’s discretion.

6.3.4. Each Party agrees to an exchange of traffic data on two-way trunk groups to insure compliance with aforementioned blocking objective. The timeframe for this exchange will be as agreed upon by the Implementation Team members.

6.3.5. The traffic data to be exchanged will be the originating attempt peg count, usage (measured in hundred call seconds), overflow peg count, and maintenance usage (measured in hundred call seconds) on a twenty-four (24) hour per day, seven (7) day per week, fifty-two (52) week per year basis.

6.4. In A Blocking Situation



- 6.4.1. In a blocking situation, either Party may issue an ASR to initiate provisioning of additional capacity sufficient to reduce the measured blocking objective design blocking levels based upon an analysis of Trunk Group data. The issuing Party will note "Service Affecting" on the ASR.
- 6.5. Underutilization
  - 6.5.1. If a trunk group is under 75 percent (75%) of CCS capacity on a monthly (20 business day study period) average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.
- 6.6. Servicing Processes i.e. ASR/TGSR Order Administration
  - 6.6.1. Orders between the Parties to establish, add, change or disconnect trunks shall be in accordance with the ASR/TGSR process as set forth by the Implementation Plan.
- 6.7. Trunk Forecasting
  - 6.7.1. 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. SBCT will be responsible for forecasting two-way trunk groups between the two networks. Sprint shall be responsible for forecasting the one way trunk groups terminating to SBCT. SBCT shall be responsible for forecasting the one way trunk groups terminating to Sprint. The initial trunk forecast meeting should take place at or after the first implementation meeting. A forecast will be provided prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly or quarterly basis, for the forecast period, and shall include:

- 6.7.1.1. 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);
  - 6.7.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
  - 6.7.1.3. 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.
- 6.7.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
  - 6.7.3. Each Party shall provide a positional point of contact for planning forecasting and trunk servicing purposes.
  - 6.7.4. 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 SBCT and Sprint.
  - 6.7.5. 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 at Sprint's discretion. 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:

- 6.7.5.1. 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.
- 6.7.5.2. 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.
- 6.7.5.3. 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.

## **7. NETWORK IMPLEMENTATION**

### **7.1. Initial and Additional Interconnection**

- 7.1.1. SBCT will provide written notice to Sprint when it wants to establish an initial or additional POIs within a Local Calling Area. The notice shall include:
  - 7.1.1.1. SBCT switch address, type of switch and CLLI code;
  - 7.1.1.2. A forecast of SBCT's trunking and facilities requirements; and
  - 7.1.1.3. The requested interconnection activation date. Sprint shall acknowledge receipt of said request within ten (10) days of receipt.
- 7.1.2. The Parties shall use reasonable efforts to accommodate the recommended intervals pursuant to sections 7.1.2 through 7.1.3.2. In the event of an initial POI request, the activation date shall be as specified by SBCT and shall be no earlier than sixty (60) days and no later than one hundred twenty (120) days following the date the notification was sent.
- 7.1.3. In the event of a request to establish additional POIs in a given Local Calling Area, the activation date shall be the earlier of:
  - 7.1.3.1. The date mutually agreed to by the Parties; or
  - 7.1.3.2. The date that is no more than ninety (90) days following the date the notification was sent.
- 7.1.4. The Implementation Team will meet to coordinate and document each POI request pursuant to the provisions of the Part F Interconnection.

## **8. NETWORK MANAGEMENT**

- 8.1. 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. SBCT and Sprint will immediately notify each other of any protective control action planned or executed.
- 8.2. 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.
- 8.3. Mass Calling. SBCT 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. Choke route trunk group establishment shall be pursuant to Sprint's existing policy and or requirements.

## **9. USAGE MEASUREMENT**

- 9.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 9.2. 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.
- 9.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.
  - 9.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

## 10. TRANSIT TRAFFIC

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

### 10.2. Terms and Conditions

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

10.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party ILEC, CLEC, or CMRS provider charges for termination or any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

### 10.3. Payment Terms and Conditions

10.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:

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

10.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.

### 10.4. Billing Records and Exchange of Data

10.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

10.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLEC, ILEC, or CMRS provider. To the extent Sprint incurs additional cost in providing this billing information,

SBCT agrees to reimburse Sprint for its direct costs of providing this information.

10.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

## **11. NUMBERING**

- 11.1. Nothing in this Part F Interconnection or the Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP number resources, including NXX Codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, exchanges and rating points corresponding to such NXX Codes.
- 11.2. In those Metropolitan Exchange Areas where SBCT intends to provide local exchange service, SBCT shall obtain a separate NXX Code for each SPRINT Rate Center Area to ensure compliance with the industry-approved Central Office Code Assignment Guidelines (April 1997), the Act and Applicable Law, including the FCC's Number Portability requirements.
- 11.3. Each Party is responsible for administering its own assigned NXX Codes. Each Party is responsible for programming and updating its own switches and network systems to recognize and route traffic to the other Party's assigned NXX Codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.
- 11.4. Each Party is responsible to input required data into the RDBS (Routing Data Base Systems) and into the BRADS (Bellcore Rating Administrative Data Systems) or other appropriate system(s) necessary to update the LERG, unless otherwise agreed.
- 11.5. Neither Party is responsible for notifying the other Party's End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.
- 11.6. If either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use for the same End User or otherwise unused, and if such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the network and on the End User's service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another.

- 11.7. Test Numbers. Each Party is responsible for providing to the other valid test numbers. One number is to be terminated to a voice announcement identifying the company and another number is to be terminated to a milliwatt tone that provides answer supervision and allows for simultaneous connection from multiple test lines. Both of these numbers should remain in service indefinitely for ongoing testing purposes.

## **12. NETWORK TO NETWORK INTERCONNECTION (“NNI”)**

- 12.1. Sprint will provide NNI under a separate agreement based on Applicable Rules.

## **13. RESPONSIBILITIES OF THE PARTIES**

- 13.1. Sprint and SBCT will review engineering requirements consistent with the Implementation Plan and otherwise as set forth in this Agreement.
- 13.2. SBCT 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.
- 13.3. SBCT and Sprint shall:
  - 13.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other’s technicians.
  - 13.3.2. Notify each other when there is any change affecting the service requested, including the due date.
  - 13.3.3. 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.
  - 13.3.4. 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.
  - 13.3.5. Advise each other’s Control Office if there is an equipment failure which may affect the interconnection trunks.
  - 13.3.6. 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.
  - 13.3.7. Provide to each other test-line numbers and access to test lines.

- 13.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.



## **PART G - INTERIM NUMBER PORTABILITY**

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

- 1.1. 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 SBCT services until such time as LNP service is offered in the Sprint rate center, in which case INP will be discontinued. Beginning on the date LNP is available in an area, INP orders will no longer be processed, and the Parties will work together to convert the existing INP lines to LNP.

### **2. INTERIM NUMBER PORTABILITY**

- 2.1. Interim Number Portability (INP) shall be provided to the extent technical capabilities allow, by a Sprint directed Remote Call Forwarding (RCF). In the event RCF is a purchased feature of the SBCT end user, there is no relationship between RCF and INP. Once LNP is generally available in Sprint's serving area, RCF will be provided only as a retail service offering by Sprint.
- 2.2. Remote Call Forwarding (RCF) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the SBCT designated switch to which the number is ported. SBCT may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.
- 2.3. The trunking requirements will be agreed upon by Sprint and SBCT 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 SBCT.
- 2.4. Local Exchange Routing Guide (LERG) Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to SBCT 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 SBCT switch via route indexing.
- 2.5. Other Currently Available Number Portability Provisions:
  - 2.5.1. Where SS7 is available, Sprint shall exchange with SBCT, SS7 TCAP messages as required for the implementation CLASS or other features available in the Sprint network, if technically feasible.

- 2.5.2. Where facilities exist, Sprint shall provide identification of the originating telephone number, via SS7 signaling, to SBCT.
- 2.5.3. Upon notification that SBCT will be initiating INP, Sprint shall disclose to SBCT any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and SBCT 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 SBCT may designate.
- 2.5.4. For INP, SBCT shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for SBCT subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. SBCT shall have the right to verify the accuracy of the information in the ALI databases.
  - 2.5.4.1. 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 SBCT for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as SBCT'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 SBCT's then, if SBCT desires to store numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement.
- 2.5.5. Sprint will send a CARE transaction 2231 to notify IXC that access is now provided by SBCT for that number.

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

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

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

- 3.1.1.1. For a Coordinated Cutover Environment, Sprint and SBCT will coordinate the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by SBCT and agreed to by both Parties and in no case shall begin more than thirty (30) minutes after the agreed upon time.
    - 3.1.1.2. For a Non-Coordinated Cutover Environment, the Parties will agree to a mutually satisfactory cutover time and Sprint shall schedule an update of disconnect and switch translations at the agreed upon cutover time. Such updates will be available to SBCT at parity with Sprint's own availability for such activity. Sprint and SBCT 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 SBCT of the issue and SBCT and Sprint shall determine the plan to resolve it.
- 3.2. Testing. Sprint and SBCT shall cooperate in conducting SBCT's testing to ensure interconnectivity between systems. Sprint shall inform SBCT of any system updates that may affect the SBCT network and Sprint shall, at SBCT's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.
- 3.3. Installation Timeframes
  - 3.3.1. Installation Time Frames for RCF INP, where no other work is required, will be completed using Sprint's standard interval for service installation of complex services.
  - 3.3.2. If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify SBCT of the Subscriber's termination of service with SBCT and the Subscriber's instructions regarding its telephone number(s) at parity with what is offered to other Sprint customers.
- 3.4. Call Referral Announcements. Should SBCT direct Sprint to terminate INP measures, Sprint shall allow SBCT to order a referral announcement available in that switch.
- 3.5. Engineering and Maintenance. Sprint and SBCT will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

3.6. Operator Services and Directory Assistance

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

3.6.1.1. While INP is deployed:

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

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

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

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

## **PART H - LOCAL NUMBER PORTABILITY**

### **1. INTRODUCTION**

- 1.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum. To the extent consistent with the FCC and Industry rules as amended from time to time, the requirements for LNP shall include the following:
  - 1.1.1. Subscribers must be able to change local service providers and retain the same telephone number(s) within the serving wire center utilizing the portability method in effect within the porting MSA, as offered by the porting carrier, and within the area of portability as defined by the FCC or Commission having jurisdiction over this Agreement.
  - 1.1.2. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
  - 1.1.3. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable offices which have direct trunks to the given switch.
  - 1.1.4. When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the subscriber only in states where appropriate charges from Sprint tariffs are executed for reserved numbers.
  - 1.1.5. NXX Availability. Not all NXXs in each CO may be available for porting.
- 1.2. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to SBCT through the LERG. Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use for that customer or otherwise unused, and such End-User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party provided that the requested rate center is the same rate center that physically serves the customer in a non-foreign exchange arrangement. Such transfer will require development of a transition process to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times for movements of NXXs from one switch to another. Sprint may require written notice from the customer requesting the change in service.

- 1.2.1. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Rates in Part C – Table One will apply for service order work performed outside normal business hours, weekends, and holidays.
- 1.2.2. 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.

### 1.3. Obligations of Both Parties

- 1.3.1. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native. Either Party may delay the release of the ported number to satisfy the customer's request for call referral service.
- 1.3.2. Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 1.3.3. Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the InterIndustry LNP Regional Team for porting.
- 1.3.4. Each Party shall abide by the NANC provisioning and implementation process.
- 1.3.5. Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

## 2. TRANSITION FROM INP TO LNP

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

### **3. TESTING**

- 3.1. An Interconnection Agreement detailing conditions for LNP must be in effect between the Parties prior to testing.
- 3.2. Testing and operational issues will be addressed by the Implementation Team.
- 3.3. SBCT must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a CLEC/CMRS provider occurs past the FCC activation date, testing and porting will be done at SBCT's expense.
- 3.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 3.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the SBCT or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

### **4. QUERIES.**

- 4.1. Sprint will provide SBCT LNP Query Service in accordance with the terms and conditions outlined in Sprint's Local Telephone Companies Tariff FCC #1, Section 20.

### **5. ENGINEERING AND MAINTENANCE**

- 5.1. 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.
- 5.2. 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 Commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 5.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

### **6. E911/911**

- 6.1. 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.

- 6.2. 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.

## **7. BILLING**

- 7.1. 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.
- 7.2. Non-Payment. Customers lose the right to the ported telephone number upon non-payment of charges. Sprint will not port telephone numbers of customers who have suspended or disconnected service on the telephone numbers requested to be ported.



## **PART I - GENERAL BUSINESS REQUIREMENTS**

### **1. PROCEDURES**

#### **1.1. Contact with Subscribers**

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

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

#### **1.2. Expedite and Escalation Procedures**

1.2.1. Sprint and SBCT 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 SBCT will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after SBCT's written request. The list will consist of manager levels up to and including officer level. Each Party shall notify the other Party of any changes to its escalation contact list as soon as practicable before such changes are effective.

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

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

#### 1.4. Service Offerings

- 1.4.1. Sprint shall provide SBCT with access to new services, features and functions concurrent with Sprint's notice to SBCT 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 SBCT may conduct market testing.
- 1.4.2. Essential Services. For purposes of service restoral, Sprint shall designate a SBCT access line as an essential service line at parity with Sprint's treatment of its own subscribers and applicable state law or regulation, if any.
- 1.4.3. Blocking Services. Upon request from SBCT, 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 SBCT, or (b) it is technically feasible when requested by SBCT as a function of unbundled Network Elements.
- 1.4.4. Training Support. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with SBCT subscribers. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

## 2. ORDERING AND PROVISIONING

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

- 2.2.3. Sprint shall provide, as requested by SBCT, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the Parties to meet subscriber demand.
- 2.3. Street Index Guide (SIG). Within thirty (30) days of SBCT's written request, Sprint shall provide to SBCT the SIG data, or its equivalent, in an electronic format mutually agreeable to the Parties. All changes and updates to the SIG shall be provided to in a mutually agreed format and timeframe.
- 2.4. CLASS and Custom Features. Where generally available in Sprint's serving area, SBCT, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 2.5. Number Administration/Number Reservation
  - 2.5.1. Sprint shall provide testing and loading of SBCT's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide SBCT with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with SBCT. When SBCT uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to SBCT, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.
  - 2.5.2. In conjunction with an order for service, Sprint shall accept SBCT 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 SBCT.
  - 2.5.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of SBCT's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

## 2.6. Service Order Process Requirements

### 2.6.1. Service Migrations and New Subscriber Additions

- 2.6.1.1. For resale services, other than for a SBCT order to convert “as is” a SBCT subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to SBCT service without prior SBCT agreement.
- 2.6.1.2. For services provided through UNEs, Sprint shall recognize SBCT as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and SBCT will work cooperatively to minimize service interruptions during the conversion.
- 2.6.1.3. Unless otherwise directed by SBCT and when technically capable, when SBCT orders resale Telecommunications Services or UNEs all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- 2.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and SBCT will agree on a scheduled conversion time, which will be a designated time period within a designated date.
  - 2.6.1.4.1. Any request made by SBCT to coordinate conversions after normal working hours, (8 a.m. – 5 p.m.), or on Saturday’s or Sunday’s or Sprint holidays shall be performed at SBCT’s expense.
- 2.6.1.5. A general Letter of Agency (LOA) initiated by SBCT or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, authorized by the end user will not be required to process a PLC or PIC change ordered by SBCT or Sprint. SBCT and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long

distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

- 2.6.1.6. Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to SBCT's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and for all service disconnects, suspensions, or transfers or as provided to its subscribers or the subscribers of its Affiliates or other third parties. Due Date
- 2.6.1.7. Sprint shall supply SBCT with due date intervals to be used by SBCT personnel to determine service installation dates.
- 2.6.1.8. Sprint shall use best efforts to complete orders by the SBCT requested desired due date within agreed upon intervals.

#### 2.6.2. Subscriber Premises Inspections and Installations

- 2.6.2.1. SBCT shall perform or contract for all SBCT's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.
- 2.6.2.2. Sprint shall provide SBCT with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers or to the customers of its Affiliates or other third parties. The Parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

#### 2.6.3. Firm Order Confirmation (FOC)

- 2.6.3.1. Sprint shall provide to SBCT, a Firm Order Confirmation (FOC) for each SBCT order pursuant to Part J, Performance Measurements. The FOC shall contain the appropriate data elements as defined by the OBF standards.
- 2.6.3.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.
- 2.6.3.3. Sprint shall provide to SBCT the date that service is scheduled to be installed.

#### 2.6.4. Order Rejections

- 2.6.4.1. Sprint shall reject and return to SBCT any order that Sprint cannot provision, due to technical reasons, missing information,

or jeopardy conditions resulting from SBCT 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 because the customer desired due date conflicts with published Sprint order provisioning interval requirements.

#### 2.6.5. Service Order Changes

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

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

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

2.7. Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.

2.8. Service Suspensions/Restorations. Upon SBCT's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

2.9. Order Completion Notification. Upon completion of the requests submitted by SBCT, Sprint shall provide to SBCT 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 and pursuant to Part J, Performance Measurements.

#### 2.10. Information Exchanges

2.10.1. For any SBCT subscriber Sprint shall provide, subject to Applicable Rules SBCT with access CPNI without requiring SBCT to produce a signed

LOA, based on SBCT's blanket representation that subscriber has authorized SBCT to obtain such CPNI.

- 2.10.1.1. The preordering Electronic Interface includes the provisioning of CPNI from Sprint to SBCT. The Parties agree to execute a LOA agreement with the Sprint end user prior to requesting CPNI for that Sprint end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.
- 2.10.1.2. Changes in Service Provider. Each Party will abide with Applicable Law in obtaining End User authorization prior to changing End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the Act. When an End User changes or withdraws authorization, each Party shall release customer-specific outside plant facilities consistent with the End User's direction or the End User's authorized agent's direction. The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one Party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.
- 2.10.1.3. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Sprint, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to SBCT. Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from SBCT for each unmatched request. SBCT agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within five (5) business days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage of unmatched LOA requests as defined in 2.8.2.4 below, Sprint reserves the right to immediately disconnect the preordering Electronic Interface. SBCT will still have the ability to request CPNI for preorder information on a manual basis with proof of the LOA.

- 2.10.1.4. If SBCT 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, SBCT will be considered in breach of the agreement. SBCT can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within five (5) business days of notification of the breach.
- 2.10.1.5. Should SBCT not be able to cure the breach in the timeframe noted above, Sprint will discontinue processing electronic preorders until, in Sprint's determination, SBCT has corrected the problem that caused the breach.
- 2.10.1.6. Sprint will resume processing electronic preorders immediately upon Sprint's timely review and acceptance of evidence provided by SBCT to correct the problem that caused the breach.
- 2.10.1.7. If SBCT and Sprint do not agree that SBCT 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 Dispute Resolution process.

## 2.11. Standards

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

## 3. BILLING

- 3.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify SBCT of any deviations to the standards.
- 3.2. Sprint shall bill SBCT for each service supplied by Sprint to SBCT pursuant to this Agreement at the rates set forth in this Agreement.
- 3.3. SBCT shall bill Sprint for each service supplied by SBCT to Sprint pursuant to this Agreement at the rates set forth in this Agreement.



- 3.4. Sprint shall provide to SBCT a single point of contact for interconnection at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.5. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.6. Subject to the terms of this Agreement, SBCT shall pay Sprint within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.
- 3.7. Sprint shall credit SBCT for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 3.8. Where Parties have established interconnection, Sprint and the SBCT agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and SBCT will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and SBCT 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).
- 3.9. Revenue Protection. Sprint shall make available to SBCT, at parity with what Sprint provides to itself, its Affiliates and other CLECs, 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.

#### 4. PROVISION OF SUBSCRIBER USAGE DATA

- 4.1. This Article 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part) to SBCT and for information exchange regarding long distance billing. The Parties agree to record call information for interconnection in accordance with this Article 4. To the extent technically feasible, each Party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber. Sprint shall record for SBCT the messages that Sprint records for and bills to its end users. These records shall be provided at a Party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party on non-holiday business days in EMI format via Connect Direct, or provided on a cartridge or magnetic tape. Sprint and SBCT 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. General Procedures
- 4.1.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.
- 4.1.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 4.1.3. Sprint shall record all usage originating from SBCT subscribers using resold services ordered by SBCT, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
- 4.1.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis.
- 4.1.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with § 4.1.7.
- 4.1.3.3. Calls to Directory Assistance where Sprint provides such service to a SBCT subscriber.
- 4.1.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to SBCT's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Telcordia EMI billing records.
- 4.1.3.5. For Sprint-provided Centrex Service, station level detail.
- 4.1.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to SBCT for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to SBCT upon the request of SBCT. If the forty-

five (45) day has expired, Sprint may provide the data back-up at SBCT's expense.

- 4.1.5. Sprint shall provide to SBCT Recorded Usage Data for SBCT subscribers. Sprint shall not submit other SBCT local usage data as part of the SBCT Recorded Usage Data.
- 4.1.6. Sprint shall not bill directly to SBCT subscribers any recurring or non-recurring charges for SBCT's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and SBCT.
- 4.1.7. Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the SBCT or the SBCT's end user.
- 4.1.8. Sprint shall provide Recorded Usage Data to SBCT billing locations as agreed to by the Parties.
- 4.1.9. Sprint shall provide a single point of contact to respond to SBCT call usage, data error, and record transmission inquiries.
- 4.1.10. Sprint shall provide SBCT with a single point of contact and remote identifiers (IDs) for each sending location.
- 4.1.11. SBCT shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
- 4.1.12. Sprint shall bill and SBCT shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

#### 4.2. Charges

- 4.2.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 4.2.2. 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).
- 4.2.3. 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 SBCT as follows:
  - 4.2.3.1. Invoices will be provided in a standard Carrier Access Support System format or other such format as Sprint may determine;

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 SBCT will pay Sprint for providing such call detail; The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

4.2.3.2. 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 SBCT places the order for service;

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

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

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

#### 4.3. Central Clearinghouse & Settlement

4.3.1. Sprint and SBCT shall agree upon Clearinghouse and Incollect/Outcollect procedures.

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

#### 4.4. Lost Data

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

- 4.4.2. **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 4.1.4.1 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.
  - 4.4.3. **Complete Loss.** When Sprint is unable to recover data as discussed in 4.1.4.1 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.
  - 4.4.4. **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 SBCT and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
  - 4.4.5. 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
  - 4.4.6. 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.
  - 4.4.7. 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 SBCT’s most recent three (3) month message volume growth. If a previous year’s message volumes are not available, a settlement shall be negotiated.
- 4.5. **Testing, Changes and Controls**
- 4.5.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by SBCT and Sprint.
  - 4.5.2. Control procedures for all usage transferred between Sprint and SBCT shall be available for periodic review. This review may be included as part of an Audit of Sprint by SBCT or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and SBCT 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 SBCT and Sprint.

#### 4.5.3. Sprint Software Changes

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

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

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

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

#### 4.5.4. SBCT Requested Changes:

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

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

#### 4.6. Information Exchange and Interfaces

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

#### 4.6.2. Rejected Recorded Usage Data

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

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

## **5. GENERAL NETWORK REQUIREMENTS**

- 5.1. Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.
- 5.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at parity. Sprint shall provide SBCT with maintenance support at parity.
- 5.3. Sprint shall provide on a regional basis, a point of contact for SBCT to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 5.4. Sprint shall provide SBCT maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 5.5. Sprint shall cooperate with SBCT to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 5.6. All Sprint employees or contractors who perform repair service for SBCT subscribers shall follow Sprint standard procedures in all their communications with SBCT subscribers. These procedures and protocols shall ensure that:
  - 5.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
  - 5.6.2. Trouble calls from SBCT shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a “first come first served” basis regardless of whether the subscriber is a SBCT subscriber or a Sprint subscriber.
- 5.7. Sprint shall provide SBCT 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 SBCT under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. SBCT shall perform its own testing for UNEs.

- 5.8. Sprint shall give maximum advanced notice to SBCT 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 SBCT has advised Sprint may potentially impact SBCT subscribers.
- 5.9. Notice of Network Event. Each Party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 5.10. On all misdirected calls from SBCT subscribers requesting repair, Sprint shall provide such SBCT subscriber with the correct SBCT repair telephone number as such number is provided to Sprint by SBCT. Once the Electronic Interface is established between Sprint and SBCT, Sprint agrees that SBCT may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by SBCT.
- 5.11. Upon establishment of an Electronic Interface, Sprint shall notify SBCT via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. SBCT will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.
- 5.12. Sprint shall perform all testing for resold Telecommunications Services.
- 5.13. Sprint shall provide test results to SBCT, if available, for trouble clearance. In all instances, Sprint shall provide SBCT with the disposition of the trouble. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If SBCT 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 SBCT will bear the cost set forth in Part C, Table One.

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

### **6.1. General**

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



## 6.1.2. Basic 911 and E911 General Requirements

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

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

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

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

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

6.1.2.4.2. For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS. Through this process, Sprint shall provide and validate SBCT subscriber information resident or entered into the ALI/DMS.

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

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

6.1.3.1. If required by SBCT, Sprint, at SBCT's sole expense, shall interconnect direct trunks from the SBCT network to the E911 PSAP, or the E911 Tandems as designated by SBCT. Such trunks may alternatively be provided by SBCT.

6.1.3.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), SBCT shall participate in the provision of the 911 System as follows:

6.1.3.2.1. Each Party shall be responsible for those portions of the 911 System for which it has control, including any

necessary maintenance to each Party's portion of the 911 System.

- 6.1.3.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.
- 6.1.4. If a third party is the primary service provider to a government agency, SBCT 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 SBCT are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.
- 6.1.5. If SBCT or its Affiliate is the primary service provider to a government agency, SBCT and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 6.1.6. Interconnection and database access shall be priced as specified in Part C – Table One.
- 6.1.7. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 6.1.8. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with SBCT data in an interval at parity with that experienced by Sprint subscribers.
- 6.1.9. Sprint shall transmit to SBCT daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 6.1.10. Sprint shall provide to SBCT the necessary UNEs for SBCT 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 SBCT to government agencies.
- 6.1.11. The following are Basic 911 and E911 Database Requirements
  - 6.1.11.1. The ALI database shall be managed by Sprint, but is the property of Sprint and SBCT for those records provided by SBCT.
  - 6.1.11.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on

diskette, magnetic tape, or in a format suitable for use with desktop computers.

- 6.1.11.3. SBCT shall be solely responsible for providing SBCT database records to Sprint for inclusion in Sprint's ALI database on a timely basis.
- 6.1.11.4. Sprint and SBCT shall arrange for the automated input and periodic updating of the E911 database information related to SBCT end users. Sprint shall work cooperatively with SBCT to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files or magnetic tape that conform to NENA Version #2 format.
- 6.1.11.5. SBCT shall assign an E911 database coordinator charged with the responsibility of forwarding SBCT end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. SBCT assumes all responsibility for the accuracy of the data that SBCT provides to Sprint.
- 6.1.11.6. SBCT 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 SBCT. If Sprint detects an error in the SBCT provided data, the data shall be returned to SBCT within two (2) business days from when it was provided to Sprint. SBCT shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 6.1.11.7. Sprint agrees to treat all data on SBCT subscribers provided under this Agreement as confidential and to use data on SBCT subscribers only for the purpose of providing E911 services.
- 6.1.11.8. Sprint shall adopt use of a SBCT Code (NENA standard five-character field) on all ALI records received from SBCT. The SBCT Code will be used to identify the SBCT of record in LNP/INP configurations.
- 6.1.11.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

6.1.12. The following are basic 911 and E911 Network Requirements

- 6.1.12.1. Sprint, at SBCT'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 SBCT's switch to a Sprint selective router.
- 6.1.12.2. Sprint shall provide the selective routing of E911 calls received from SBCT's switching office. This includes the ability to receive the ANI of SBCT's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide SBCT with the appropriate CLLI codes and specifications regarding the Tandem serving area associated addresses and meet-points in the network.
- 6.1.12.3. SBCT shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. SBCT shall also ensure that its switch provides the line number of the calling station. Where applicable, SBCT shall send a ten-digit ANI to Sprint when there is an ANI failure the SBCT shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.
- 6.1.12.4. Each ALI discrepancy report shall be jointly researched by Sprint and SBCT. Corrective action shall be taken immediately by the responsible Party.
- 6.1.12.5. Where Sprint controls the 911 network, Sprint should provide SBCT with a detailed written description of, but not limited to, the following information:
  - 6.1.12.5.1. Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.
  - 6.1.12.5.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.
  - 6.1.12.5.3. Technical specifications for network interface, Technical specifications for database loading and maintenance.
  - 6.1.12.5.4. Sprint shall identify special routing arrangements to complete overflow.

- 6.1.12.5.5. Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).
- 6.1.12.5.6. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.
- 6.1.12.6. Sprint shall identify any special operator-assisted calling requirements to support 911.
- 6.1.12.7. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.
- 6.1.12.8. Circuits shall have interoffice, loop and SBCT system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available SBCT systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.
- 6.1.12.9. All 911 trunks must be capable of transmitting and receiving Baudot code or ASII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).
- 6.1.13. Basic 911 and E911 Additional Requirements
  - 6.1.13.1. All SBCT 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 SBCT number (if both are received from SBCT). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.
  - 6.1.13.2. Sprint shall work with the appropriate government agency to provide SBCT the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which SBCT is interconnected.
  - 6.1.13.3. Sprint shall notify SBCT 48 hours in advance of any scheduled testing or maintenance affecting SBCT 911 service, and

provide notification as soon as possible of any unscheduled outage affecting SBCT 911 service.

- 6.1.13.4. SBCT shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide SBCT with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
- 6.1.13.5. SBCT may enter into subcontracts with third parties, including SBCT Affiliates, for the performance of any of SBCT's duties and obligations stated herein.
- 6.1.13.6. Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next twelve (12) months.
- 6.1.13.7. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to SBCT resulting from of any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.
- 6.1.13.8. Sprint shall identify process for handling of "reverse ALI" inquiries by public safety entities.
- 6.1.13.9. Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

## 6.2. Directory Listings Service Requests

- 6.2.1. These requirements pertain to Sprint's Listings Service Request process that enables SBCT to (a) submit SBCT subscriber information for inclusion in Directory Listings databases; (b) submit SBCT subscriber information for inclusion in published directories; and (c) provide SBCT subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.
- 6.2.2. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which SBCT can place an order with a single point of contact within Sprint.
- 6.2.3. Sprint will provide to SBCT the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:

- 6.2.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to SBCT.
- 6.2.3.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to SBCT.
- 6.2.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to SBCT.
- 6.2.3.4. To ensure accurate order processing, Sprint or its directory publisher shall provide to SBCT the following information, with updates promptly upon changes:
  - 6.2.3.4.1. A matrix of NXX to central office;
  - 6.2.3.4.2. Geographical maps if available of Sprint service area;
  - 6.2.3.4.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
  - 6.2.3.4.4. Listing format rules;
  - 6.2.3.4.5. Standard abbreviations acceptable for use in listings and addresses;
  - 6.2.3.4.6. Titles and designations; and
  - 6.2.3.4.7. A list of all available directories and their Business Office close dates
- 6.2.4. Based on changes submitted by SBCT, Sprint shall update and maintain directory listings data for SBCT subscribers who:
  - 6.2.4.1. Disconnect Service;
  - 6.2.4.2. Change SBCT;
  - 6.2.4.3. Install Service;
  - 6.2.4.4. Change any service which affects DA information;

- 6.2.4.5. Specify Non-Solicitation; and
  - 6.2.4.6. Are Non-Published, Non-Listed, or Listed.
- 6.2.5. Sprint shall not charge for storage of SBCT subscriber information in the DL systems.
- 6.2.6. SBCT shall not charge for storage of Sprint subscriber information in the DL systems.
- 6.3. Directory Listings General Requirements. SBCT 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. SBCT acknowledges that for a SBCT subscriber's name to appear in a directory, SBCT must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist SBCT in obtaining an agreement with the directory publisher that treats SBCT at parity with the publisher's treatment of Sprint.
  - 6.3.1. This § 6.3 pertains to listings requirements published in the traditional white pages.
  - 6.3.2. Sprint shall include in its master subscriber system database all white pages listing information for SBCT subscribers in Sprint territories where SBCT is providing local telephone exchange services and has submitted a DSR.
  - 6.3.3. Sprint agrees to include one basic White pages listing for each SBCT customer located within the geographic scope of its White Page directories, at no additional charge to SBCT. A basic White Pages listing is defined as a customer name, address and either the SBCT assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of SBCT customers will be interfiled with listings of Sprint and other LEC customers.
  - 6.3.4. SBCT agrees to provide SBCT customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide SBCT with the appropriate format for provision of SBCT' customer listing information to Sprint. The Parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the Parties agree to adopt such format.
  - 6.3.5. Sprint agrees to provide White Pages database maintenance services to SBCT. SBCT will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which



will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

- 6.3.6. SBCT customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to SBCT customers.
- 6.3.7. In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for SBCT to offer for resale to SBCT's customers.
- 6.3.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to SBCT customers within Sprint's service territory at no additional charge to SBCT. Sprint represents that the quality, timeliness, and manner of such distribution services will be at parity with those provided to Sprint and to other SBCT customers.
- 6.3.9. Sprint agrees to include critical contact information pertaining to SBCT in the "Information Pages" of those of its White Pages directories containing information pages, provided that SBCT meets criteria established by its directory publisher. Critical contact information includes SBCT'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. SBCT will not be charged for inclusion of its critical contact information. The format, content and appearance of SBCT'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 SBCTs in a directory.
- 6.3.10. Sprint will accord SBCT customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to SBCT customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a SBCT that contains customer listings of both Sprint and SBCT will not be deemed a violation of this confidentiality provision.

- 6.3.11. Sprint will sell or license SBCT's customer listing information to any third parties unless SBCT submits written requests that Sprint refrain from doing so. Sprint and SBCT will work cooperatively to share any payments for the sale or license of SBCT customer listing information to third parties. Any payments due to SBCT 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 SBCT's customer listing to Sprint's directory publisher will not constitute the sale or license of SBCT's customer listing information causing any payment obligation to arise pursuant to this § 6.3.11.
- 6.4. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with SBCT which will address other directory services desired by SBCT as described in this §6.4.2. Both Parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 6.4.2 are not binding upon Sprint's directory publisher.
- 6.4.1. Sprint's directory publisher will negotiate with SBCT concerning the provision of a basic Yellow Pages listing to SBCT customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to SBCT customers.
- 6.4.2. Directory advertising will be offered to SBCT customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other SBCT customers. Directory advertising will be billed to SBCT customers by directory publisher.
- 6.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to SBCT is maintained without interruption.
- 6.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 6.3.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 6.4.5. Directory publisher maintains full authority as publisher over its publishing policies; standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- 6.5. Directory Assistance Data. This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange SBCTs

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

## 6.6. Systems Interfaces and Exchanges

### 6.6.1. Directory Assistance Data Information Exchanges and Interfaces

#### 6.6.1.1. Subscriber List Information

6.6.1.1.1. Sprint shall provide to SBCT, within sixty (60) days after the Approval Date of this Agreement, or at SBCT's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to SBCT pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

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

## 6.7. Listing Types

### LISTED

The listing information is available for all directory requirements.

### NON-LISTED

The listing information is available to all directory requirements, but the information does not appear in the published street directory.

**NON-PUBLISHED** A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

## **PART J - PERFORMANCE MEASUREMENTS**

### **1. REPORTING STANDARDS**

- 1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards as set forth in Sprint's "Cookbook" for Nevada and North Carolina and as set forth in Sprint's Service Performance Measurements "Cookbook" Non Mandated States for Ohio and Florida (collectively referred to as "Performance Measurements").
- 1.2. Sprint will pay any penalties for violation of the performance standards that are required by law or regulation.
- 1.3. Sprint's performance under this Agreement shall be provided to SBCT at parity with the performance Sprint provides itself for like service(s).
- 1.4. Sprint and SBCT agree in view of the fact that the Commission has not yet approved a remedy plan for Sprint, only until such a plan is approved, should Sprint fail to meet any Performance Measurements, SBCT shall have the right to seek redress as provided under Part B Section 23 Dispute Resolution of the General Terms and Conditions. Any such failure to meet a specified Performance Measurement, shall not relieve Sprint of any further performance obligations under this Agreement.

## **PART K - COLLOCATION**

### **1. DEFINITIONS.**

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

- 1.1. **Active Collocation Space.** The space within a Sprint Premises that has sufficient telecommunications infrastructure systems to house telecommunications equipment. Infrastructure systems includes floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge. Space within controlled environmental vaults (CEVs), huts and cabinets and similar Eligible Structures that can be designated for physical collocation shall be considered Active Collocation Space.
- 1.2. **"Bay"** shall mean the physical structure on which equipment is mounted.
- 1.3. **"Cable Vault"** shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access a Conduit or cable run for distribution within the Premises.
- 1.4. **"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.
- 1.5. **"Collocation Arrangement"** refers to a single, specific provision of Physical Collocation in a particular Premises, not limited to a cage enclosing SBCT's equipment within the Premises.
- 1.6. **Reserved.**
- 1.7. **"Collocation Space"** shall mean an area of space as agreed between the Parties, located in a Sprint Premises to be used by SBCT to house communications equipment. Additionally, roof or wall space used for wireless interconnection shall be included in the definition where applicable.
- 1.8. **"Controlled Environment Vault"** shall mean a below ground room which is controlled by Sprint and which is suitable for collocation of telecommunications equipment under controlled temperature and humidity.
- 1.9. **"Date of Occupancy"** shall mean the date on which SBCT first occupies a Collocation Space pursuant to this Part K.
- 1.10. **"Inactive Collocation Space".** The space within the central office where infrastructure systems do not currently exist and must be constructed and where Active Collocation Space has been exhausted. The designation of Inactive Collocation Space is applicable to space within central offices only; other Sprint

Premises such as CEVs, Huts, and Vaults shall be considered Active Collocation Space.

- 1.11. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through a Sprint Premises or Conduit Systems.
- 1.12. "LOE" shall mean SBCT-owned equipment.
- 1.13. "Outside Cable Duct" or "Conduit System" shall mean any space located outside the Premises and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.14. "Physical Collocation" is as defined in 47 CFR 51.5.
- 1.15. "Power" refers to any electrical power source for use on or within the Premises.
- 1.16. "Premises" is as defined in 47 CFR 51.5.
- 1.17. "Tariffed Service" shall mean the interconnection of SBCT'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.
- 1.18. "Virtual Collocation" is as defined in 47 CFR 51.5.

## **2. SCOPE OF PART K.**

- 2.1. This Part K states the general terms and conditions upon which, from time to time, Sprint will grant to SBCT a right to gain access to and occupy Collocation Space, and to gain access to and to use Sprint Premises, including, Cable Vaults, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service. Such service will be provided by installing, maintaining and operating SBCT's equipment, which will interconnect with telecommunications services and facilities provided by Sprint or others in accordance with this Part K.
  - 2.1.1. Sprint will provide Collocation to SBCT in accordance with this Agreement for the purposes of Interconnection to Sprint pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to Sprint's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).
- 2.2. Prices and fees for collocation and other services under this Part K, are contained in the price list in Part C- Table One. In the event Sprint files tariffs for pricing of collocation and other services covered by this Part K, such pricing in the tariffs will control over Part C- Table One as of the date the tariff becomes effective, as long as prices are based on a public generic proceeding in which SBCT receives

notice and has opportunity to participate as a Party. The terms and conditions of this Part K will control over any terms and conditions of the tariffs.

### **3. PHYSICAL COLLOCATION PROCESS.**

#### **3.1. Selection and Application**

3.1.1. Upon SBCT's selection of a Premises in which it desires to collocate its Equipment, Sprint will provide a then current collocation application form to SBCT. This form will not be inconsistent with the provisions of this Part K.

3.1.2. SBCT will complete the application, and return it, along with the appropriate Application Fee, to Sprint. The application shall include complete details, as required by this Part K, of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Sprint will not process an Application until both the Application and applicable Application fee are received.

3.1.2.1. Sprint shall permit SBCT to file a single Collocation application and one Collocation application fee, if applicable, per Premises, indicating SBCT's priority for the type of Collocation arrangements permitted in this Part K, if more than one type is acceptable to SBCT, or any other type of arrangement agreed to by the Parties, allowing SBCT to collocate equipment in the Premises.

3.1.3. If collocation space is unavailable or a SBCT withdraws its request, the Application Fee, less the costs incurred by Sprint (e.g., engineering record search and administrative activities required to process the application), will be refunded.

3.1.4. Application Intervals. Sprint shall provide confirmation of space availability within ten (10) calendar days from the receipt of a completed application and application fee.

3.1.4.1. Concurrent with § 3.1.4 above, within ten days after receiving SBCT's application for physical collocation, Sprint must inform SBCT whether the application meets each of Sprint's established collocation standards. Should SBCT-submit a revised application curing any deficiencies in an application for physical collocation within ten days after being informed of them, SBCT shall retain its original position within any collocation queue that Sprint maintains pursuant to § 3.10 of this Part K.



- 3.1.5. Sprint will provide an itemized quotation of charges, including monthly recurring charges and a detailed itemized estimate of any one-time charge(s) associated with preparing the Premises for the collocation arrangement as requested in the application within 30 days of receipt of the application. Should SBCT disagree with the proposed Sprint quotation, SBCT may pay the charges subject to protest, which will be resolved by the Dispute Resolution process of the Agreement. In such case, both Party's obligations under this Part K will be the same as if SBCT paid the charges without protest.
  - 3.1.5.1. If, within seven days of SBCT's receipt of any price quotation provided by Sprint, or as otherwise required by superceding Commission rules, SBCT does not notify Sprint that physical collocation should proceed, then Sprint need not complete provisioning of a requested physical collocation arrangement as required under § 3.10.
- 3.1.6. SBCT will have thirty (30) days in which to either accept or reject Sprint's quote. Sprint will reserve SBCT's Collocation Space for such period.
- 3.2. Denial of Application. After notifying SBCT that Sprint has no available space in the requested Premises ("Denial of Application"), Sprint will allow SBCT, upon request and with a minimum of 72 hours notice, to tour the entire Premises within ten (10) calendar days of receipt of such Denial of Application.
- 3.3. Sprint shall not object to or deny the submitted SBCT Collocation application(s) (a) on the basis of the functionality of specific equipment SBCT desires to collocate without first proving to the Commission that the equipment is not necessary, at least in part, by SBCT for the purpose of obtaining Interconnection or access to UNEs; (b) on the basis of the safety standards of equipment SBCT desires to collocate without providing to SBCT within five (5) business days of the objection or denial a list of all equipment installed within the Premises in question together with an affidavit, pursuant to 47 CFR 51.323 (b); or (c) on the basis that collocation arrangement is not technically feasible without providing written justification to SBCT for that decision within five (5) business days of the objection or denial.
- 3.4. If SBCT contests Sprint's notice that there is not sufficient space in the Premises, the Parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. Sprint shall not set a maximum Collocation space limitation on SBCT unless Sprint proves to the Commission that space constraints make such restrictions necessary.
- 3.5. If there is not sufficient space to accommodate Physical Collocation, Sprint shall place SBCT on the waiting list for Collocation in a particular Premises according to the date SBCT submitted its Collocation application and not the date of denial

for lack of space. Sprint will inform SBCT as to the number of other Collocation requests submitted prior to SBCT's placement on the waiting list.

- 3.6. Space Report. Upon request, Sprint must submit to SBCT within ten (10) calendar days of the submission of the request, a report indicating Sprint's available Collocation space in requested Premises. This report must specify the amount of Collocation space available at each requested Premise, the number of Telecommunications Carriers collocating at the Premises, and any modifications in the use of the space since the last report. This report must also include measures that Sprint is taking to make additional space available for Collocation. Sprint will not require that SBCT submit a completed Collocation application in order to find out if space is available in the Premises.
- 3.7. Sprint will maintain a publicly available document, posted for viewing on Sprint's website, indicating all Premises that are full, and must update such a document within ten (10) calendar days of the date at which a Premises runs out of Physical Collocation space.
- 3.8. Reserved
- 3.9. Reserved
- 3.10. Sprint will complete provisioning of Collocation Space for all forms of collocation, including Virtual Collocation, in accordance with Applicable Rules and Amended Rules unless delay is caused by acts or omissions of SBCT ("Excusable Delay"). Each day of Excusable Delay will extend the specified completion date by one day.
- 3.11. Reserved
- 3.12. Construction. Sprint shall permit SBCT or its designated subcontractor to perform the construction of physical collocation arrangements, provided, however, that any such SBCT subcontractor shall be subject to Sprint's approval, which such approval shall not be unreasonably withheld. Approval by Sprint shall be based on the same criteria it uses in approving contractors for its own purposes.
  - 3.12.1. 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. Additionally, Sprint shall conduct such work using the same or consistent practices that are used by Sprint for other construction and preparation work performed in the Premises. To the extent that Sprint performs special construction or utilizes ICB rates, Sprint shall provide to SBCT adequate cost support, underlying all applicable charges to prepare the SBCT Collocation request. Any deviation to SBCT order must thereafter be approved by Licensee. The Parties acknowledge that SBCT approved deviations may require additional construction time and may incur additional SBCT 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.

- 3.12.2. In the event that, subsequent to the submission of the Collocation application(s) but prior to completion of the preparation of the arrangement, SBCT desires to add any equipment or ancillary facilities permitted by this Part K but not set forth in the Collocation application, SBCT shall furnish to Sprint additional information describing such equipment or facilities. Unless this request constitutes a material change to the construction plans, it will not trigger new time frames (including deadlines for completion)
- 3.12.3. At the request of SBCT, 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 the Collocation Point of Termination to SBCT within fifteen (15) business days of receipt of SBCT's completed collocation application for Collocated Space.
- 3.12.4. At the request of SBCT, Sprint shall provide detailed drawings depicting the exact path, with dimensions, for SBCT Outside Plant Fiber ingress and egress into Collocated Space within ten (10) business days of receipt of SBCT's completed collocation application.
- 3.12.5. At the request of SBCT, Sprint shall provide detailed power cabling connectivity information including the sizes and number of power feeders to SBCT within ten (10) business days of the receipt of SBCT's completed collocation application.
- 3.12.6. Within five (5) business days of SBCT's acceptance of Sprint's quotation, the Parties will scheduled a meeting between SBCT and Sprint representatives for the purpose of discussing and resolving any construction concern pertaining to the SBCT Collocation request. Sprint shall allow SBCT reasonable access, in accordance with the terms of this Part K, to its selected collocation space during construction, while Sprint prepares that space for collocation.
- 3.12.7. Sprint will provide, if available, to SBCT within (5) five days of request from SBCT:
  - 3.12.7.1. Sprint technical guidelines that impact the design of SBCT Telecommunications equipment;
  - 3.12.7.2. Additional work restriction guidelines;
- 3.12.8. To the extent Sprint performs the construction of the physical collocation arrangement, Sprint shall provide positive confirmation to SBCT when construction of Collocated Space is 50% completed. This

confirmation shall also include confirmation of the scheduled completion and turnover dates.

3.12.9. If Sprint cannot meet the collocation preparation interval, Sprint shall promptly notify SBCT regarding such delay.

3.12.10. Sprint will promptly notify SBCT of completion and turn functional space over to SBCT, SBCT 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 SBCT'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. A Collocation Space is considered complete when Sprint finishes construction in accordance with SBCT's collocation application and turns functional space over to SBCT.

3.13. SBCT must place operational telecommunications equipment in the Collocation Space and connect with Sprint's network within 180 calendar days of the date of Sprint's notice of completion to SBCT, or other time period mutually agreed to by SBCT and Sprint, or the space must be relinquished to Sprint. Sprint shall extend the beginning of use beyond the 180-day period upon a demonstration by SBCT that circumstances beyond SBCT's control prevented the 180-day deadline from being met. If Sprint refuses to interconnect with SBCT, with no fault of SBCT, the 180 day period shall be extended until Sprint allows SBCT to interconnect.

#### **4. USE OF COMMON AREAS.**

4.1. SBCT, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Premises 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 Premises, the Collocation Space, and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of SBCT 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 Premises. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet SBCT's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, consistent with § 5.21 "SBCT Right of Access".

- 4.2. 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 SBCT, Sprint and any other building occupant. SBCT shall not waste water.
- 4.3. Security Service. Sprint shall furnish Premises and property security in accordance with its normal business practices. Sprint shall not be liable to SBCT or any other party for loss of or damage to the Collocation Space or LOE unless Sprint has failed to provide Premises and Property security in accordance with its normal business practices.
  - 4.3.1. If any security issue arises or if SBCT believes that Sprint's security measures are not in accordance with this agreement and prudent, SBCT shall notify Sprint and the Parties shall work together to address the problem.
  - 4.3.2. Sprint shall establish procedures for controlling access by Sprint's employees, security guards and others to the Collocation area(s) where SBCT's equipment is collocated. Unless an emergency situation exists that could result in harm to SBCT's network and equipment, Sprint's network and equipment, or the Premises, Sprint will provide written notice to SBCT at least three (3) business days prior to all intended access. Sprint's procedures shall limit access to the Collocation areas to Sprint's employees, agents or invitees having a business need only.
  - 4.3.3. Sprint shall respond immediately to reported problems with key cards or other access devices provided to SBCT.
  - 4.3.4. Sprint shall provide notification within two (2) hours to designated SBCT personnel to indicate a known security breach.
  - 4.3.5. In emergency situations, common courtesy will be extended between SBCT's and Sprint's employees and designated agents, including the provision of first aid and first aid supplies.
- 4.4. Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which SBCT has access pursuant to the terms of this Part K 24 hours a day, seven days a week. Freight elevator service when used by SBCT's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.
- 4.5. Sprint agrees to provide Connecting Facility Assignments (CFA) to SBCT two weeks prior to Collocation Space turnover.
- 4.6. When Unbundled Dedicated Transport (UDT) is accessed via collocation, Sprint will allow SBCT to place its completed ASRs thirty (30) days prior to the turnover date. Sprint and SBCT agree to cooperate to provide the information necessary to complete such ASRs to meet this interval.

## 5. SPRINT'S SERVICES AND OBLIGATIONS.

- 5.1. For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services.
- 5.2. Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, Sprint telecommunications services, unbundled network elements, and facilities, SBCT may directly connect to other Interconnectors within the designated Sprint Premises (including to its other virtual or physical collocated arrangements) through facilities owned by SBCT or through Sprint facilities designated by SBCT, at SBCT's option. Such connections to other carriers may be made using either optical or electrical facilities. SBCT may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through Sprint equipment.
  - 5.2.1. Within the Sprint Premises, Sprint will provide, at SBCT's request, the connection between equipment in the collocation spaces of two or more telecommunications carriers, or permit CLECs to construct their own cross-connect facilities, and to connect to other physical CLECs using copper or optical facilities between collocated equipment located within the same Sprint premises, subject only to the same reasonable safety requirements that Sprint imposes on its own equipment. Sprint will not require physical-to-physical CLECs to purchase any equipment or cross-connect capabilities from Sprint. If requested by SBCT, Sprint will provide only the installation of physical structure(s) and the associated labor necessary for SBCT to pull its facilities from its equipment space to the equipment space of another CLEC. However, if SBCT cannot physically pull the cable (i.e., located on different floors), Sprint will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. Sprint will not make, except where CLEC has opted to use a POT bay, any physical connection within SBCT's dedicated space; and will not have any liability for the cable or the connections, or the traffic carried thereon.
  - 5.2.2. If a physical CLEC and a virtual CLEC both have dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then Sprint will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the SBCT's dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that Sprint imposes on its own equipment. The connections shall be made within ten (10) calendar days of a joint request by the CLECs. The connection may be made either by Sprint or by SBCT's Sprint-approved installation vendors.

- 5.3. Collocation Point of Interconnection. Sprint may not require SBCT to use an intermediate interconnection arrangement, in lieu of direct connection to Sprint's network, if technically feasible.
- 5.4. Demarcation Point.
  - 5.4.1. Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At SBCT's request, Sprint will identify the location(s) of other possible demarcation points available to SBCT, and SBCT may designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to SBCT's equipment that is available.
  - 5.4.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to Sprint's network, Sprint may offer, as an option to SBCT, a demarcation point that is a common block on Sprint designated conventional distributing frame. SBCT will be responsible for providing, and SBCT's third party vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. SBCT or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, following, and may self-provision cross-connects that may, if desired, be within the Collocation Space to activate service requests.
  - 5.4.3. At SBCT's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at SBCT's option, serve as the demarcation point. If SBCT elects not to provide a pot frame, Sprint will agree to handoff the interconnection cables to SBCT at its equipment or at the designated demarcation point. When SBCT elects to install its own pot frame/cabinet, Sprint must still provide and install the required DC power panel.
- 5.5. Transmission Facility Options. For both Physical Collocation and Virtual Collocation, and at SBCT option, SBCT 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 SBCT's collocation space or at a mutually agreed upon location within Sprint's Premise.
- 5.6. Sprint shall provide a connection point or points, physically accessible by both Sprint and SBCT (typically a Sprint manhole) at which a SBCT fiber optic cable can enter the Premises, provided that Sprint will designate connection points as close as reasonably possible to the Premises. Sprint will provide at least two such

connection points at each Premises where there are at least two entry points for Sprint's cable facilities and at which space is available for new facilities in at least two of those entry points.

- 5.6.1. If SBCT occupies more than one Collocation Space location within the Building, SBCT may interconnect its equipment contained in the two separate Collocation Space locations.
- 5.7. Basic Service Description - Physical Collocation. Physical Collocation provides SBCT with collocation space and associated requirements such as power and environmental conditioning within a Sprint Premises to locate certain fiber optic, microwave or other wireless facilities and equipment, for the purposes of Interconnection and for accessing Sprint's UNEs.
- 5.8. SBCT may place in its Collocation Space any type of equipment, which Sprint is required to permit under Applicable Law.
- 5.9. Sprint may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that Sprint applies to its own equipment or to the equipment of its Affiliates or third parties. Sprint may not object to the collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications ("NEBS") performance standards.
- 5.10. Caged Physical Collocation. Sprint will permit SBCT to construct, or SBCT will request that Sprint construct, a partition, such as a cage, around SBCT's equipment separating it from the rest of the Premises (referred to as "Caged Collocation"). Upon request by SBCT, Sprint shall provide Caged Collocation in spaces less than 100 square feet.
- 5.11. Cageless Physical Collocation. Sprint shall allow SBCT to collocate in any unused space in the Premises, without requiring the construction of a cage or similar structure, and without requiring the creation or construction of a separate entrance to SBCT's Collocation space (referred to as "Cageless Collocation"). Once inside the building, Sprint shall permit SBCT direct access to its equipment. SBCT will be permitted to purchase space in increments small enough to collocate a single rack or Bay of equipment.
- 5.12. Establishment of Collocation Space Enclosure. If requested by SBCT, prior to the occupancy of the Collocation Space by SBCT, Sprint will establish, or SBCT will be allowed to establish, a secure enclosure defining the location of SBCT'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".



### 5.13. Shared and Subleased Caged Collocation

- 5.13.1. Subject to the terms of this Agreement, Sprint shall allow SBCT to share SBCT's caged collocation arrangement pursuant to terms and conditions agreed to by SBCT as "Host" and other telecommunications carriers as "Guests" with the following exceptions: (1) where local building code does not allow Shared or 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. SBCT shall notify the Sprint in writing upon execution of any agreement between SBCT 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 SBCT that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Part K between the Sprint and SBCT.
- 5.13.2. Shared Collocation Interfaces. SBCT shall be the sole interface and responsible Party to Sprint for the purpose of submitting applications for initial and additional equipment placements of its 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 Part K are fully complied with by the Guest, its employees and agents.
- 5.13.3. Shared Collocation. Where SBCT and other CLEC(s) request of Sprint a new Shared Collocation arrangement, Sprint shall not increase the cost of site preparation or nonrecurring charges above the cost for provisioning such a cage of similar dimensions and material to a single collocating CLEC. In addition, Sprint shall prorate the charge for site conditioning and preparation undertaken by Sprint to construct the Shared Cage Collocation cage or to condition the space for Collocation use, regardless of how many CLECs actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC based on the percentage of the total space utilized by that CLEC.
- 5.13.4. SBCT as "Guest." Upon request by any other CLEC, as "Host", Sprint will permit SBCT to sublease a portion of the other CLEC's Collocation Space designated by Sprint in its Premises, pursuant to the terms and conditions of the other CLEC's collocation agreement with Sprint and §§ 5.13.5 5.13.6, below.
- 5.13.5. 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.

- 5.13.6. Service Ordering. Sprint will not place unreasonable restrictions on a SBCT's use of a cage, and as such will allow a SBCT 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.
- 5.13.7. As a condition of entering into Shared Caged Collocation, SBCT agrees that if it is not the Host Collocator in a Shared Cage Collocation arrangement, or if it is the sublessee in a Shared Cage Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees Sprint the prompt and full payment of any charges assessed on the Shared Caged Collocation arrangement. If the Host in a Shared Caged Collocation arrangement no longer occupies the space, the other Guest collocators must immediately identify a new Host. If only one collocator remains in the Shared Cage Collocation, that collocator shall become the Host. Sprint shall bill the new Host any applicable charges to change Sprint's records and databases to reflect such new Host collocator.

#### 5.14. Adjacent Collocation

- 5.14.1. Sprint will permit SBCT to construct or otherwise procure an adjacent collocation structure, subject only to reasonable safety and maintenance requirements, where space within the Structure is legitimately exhausted, and subject to technical feasibility. Sprint and SBCT will mutually agree on the location of the designated space on Sprint's Premises where an adjacent structure (such as a CEV or similar structure) will be placed.
- 5.14.2. Construction. Should SBCT elect to construct an Adjacent Collocation structure, SBCT must arrange with a Sprint certified contractor for such construction. If required, SBCT 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 shall permit SBCT to place its own equipment, including, but not limited to, copper cables, coaxial cable, fiber cables, and Telecommunications equipment, in adjacent facilities constructed by either Sprint or SBCT itself. Sprint will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Premises Switchboard AC capacity exists to the extent technically feasible. At its option, SBCT 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. Additionally, Sprint will provide Power and Physical Collocation services and facilities subject to the same nondiscrimination requirements as applicable to any other Physical Collocation arrangement.

- 5.14.3. Construction Approval. Sprint maintains the right to review SBCT's plans and specifications prior to construction of an Adjacent Collocation Arrangement(s). Sprint shall complete its review within thirty (30) calendar days. Sprint may inspect the Adjacent Collocation Arrangement(s) following construction and prior to commencement of SBCT services, to ensure the design and construction comply with submitted plans. Sprint may require SBCT to correct any deviations from approved plans found during such inspection(s).
- 5.15. Virtual Collocation
  - 5.15.1. Sprint will provide Virtual Collocation in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.323).
  - 5.15.2. SBCT may lease to Sprint equipment that meets the requirements of this Part K under terms and conditions mutually agreed upon by the Parties, for the sole purpose of having Sprint install and maintain the equipment.
  - 5.15.3. When providing Virtual Collocation, Sprint at a minimum will maintain and repair SBCT's Virtual Collocation equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's Affiliates, or third parties.
  - 5.15.4. Sprint's preparation, if any, of the Premises (*e.g.*, Power, environmental, etc.) for the Virtual Collocation space will be charged to SBCT at rates agreed on by the Parties or as approved by the Commission. Rates shall be based on Applicable Rules and Amended Rules.
- 5.16. 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:
  - 5.16.1. 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 SBCT'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.
  - 5.16.2. 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 SBCT's collocation space and is assessed per foot of power lead provided to the collocation space occupied by SBCT. The recurring monthly rate recovers the cost of providing 48 volt DC power to SBCT's collocation space, and is assessed per fuse amperage ordered.

- 5.16.3. Collocation Space. Collocation space will be charged at the per square foot floor space monthly rate. SBCT may purchase space in increments small enough to collocate a single rack, or bay, of equipment. Collocation space includes associated environmental support systems such as AC power (one 115V 15amp circuit), lighting, heating and air conditioning.
- 5.16.4. Security Enclosure. The security enclosure rate element consists of both a fixed and per linear foot nonrecurring charge. Security enclosures are available at SBCT'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 SBCT's collocation space.
- 5.16.5. Conduit Space - Per Foot. The conduit space – per foot rate element is assessed on a, per cable, per linear foot per month basis and provides for SBCT's use of conduit duct space from the designated interconnection point to the cable vault.
- 5.16.6. Conduit Space - Vault. The conduit space - vault rate element is assessed on a per cable, per foot, per month basis and provides for SBCT's use of Sprint's cable vault and supporting structures.
- 5.16.7. Electrical Cross-Connect. The electrical cross-connect rate element is assessed on a per connection per month basis and recovers the cost of connecting SBCT's terminating equipment to Tariffed Services provided by Sprint. Electrical cross-connections are available at the DS0, DS1 and DS3 levels.
- 5.16.8. Riser Space. The riser space rate element is assessed on a per cable, per foot, per month basis and provides a cable path between the cable vault and SBCT's collocation space. [Agreed as modified]
- 5.16.9. 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 SBCT's collocation space.
- 5.16.10. 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 SBCT's fiber optic cable from the interconnection point in a manhole outside Sprint Collocation Space to the cable vault, and splicing SBCT's cable to the riser cable in the cable vault.
- 5.16.11. Maintenance. The maintenance rate element is assessed based on per half hour (or portion thereof) additional labor rates and recovers the cost of maintaining SBCT provided outside plant (e.g., entrance cable, riser cable, and conduit). 5.13.16 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.

5.17. 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 Premises. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by SBCT to Sprint in its application which SBCT hereby represents to Sprint is sufficient to allow the LOE to function without risk of harm or damage to the Collocation Space, the Premises or any equipment or facilities of Sprint or any other occupant of the Premises. These environmental conditions shall adhere to Telecordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.

5.17.1. If SBCT locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by SBCT's equipment or facilities shall be paid by SBCT to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one Party each Party will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space of which said units or devices are required to service. In such cases where Sprint bills SBCT, Sprint shall provide an itemized statement of all charges.

5.18. Electricity. If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to SBCT pursuant to this § 5 is insufficient to support the activity being carried on by SBCT in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide SBCT with additional electricity and SBCT shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to SBCT's Collocation Space. SBCT shall also pay for additional electricity provided via these circuits.

5.18.1. Central office power supplied by Sprint into SBCT equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated SBCT equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity

of SBCT equipment. The termination location shall be as agreed by the Parties.

- 5.18.2. Sprint shall provide power as requested by SBCT to meet SBCT 's need for placement of equipment, interconnection, or provision of service.
- 5.18.3. Sprint power equipment supporting SBCT's equipment shall:
  - 5.18.3.1. 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;
  - 5.18.3.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for SBCT equipment, or, at minimum, at parity with that provided for similar Sprint equipment;
  - 5.18.3.3. Provide, upon SBCT's request, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) SBCT traffic;
  - 5.18.3.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of SBCT equipment plus or minus 2 feet to the left or right of SBCT's final request; and
  - 5.18.3.5. Provide feeder cable capacity and quantity to support the ultimate equipment layout for SBCT equipment in accordance with SBCT 's collocation request. Sprint shall provide cabling that adheres to Telecordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2.
- 5.18.4. 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.
- 5.18.5. Sprint will provide SBCT 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 SBCT equipment located in Sprint facility. Sprint shall provide SBCT immediate notification by telephone of any emergency power activity that would impact SBCT equipment.
- 5.18.6. Upon request from SBCT, Sprint will provide documentation concerning the reliability of Sprint Power equipment, if reasonable possible.

- 5.19. 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.
- 5.19.1. Stand alone fire extinguishers will be provided in and about the Premises and the Collocation Space by Sprint as required by applicable fire codes.
- 5.19.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and SBCT 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 SBCT with notice of its intent to access SBCT'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 SBCT, its employees, agents or invitees, in which case SBCT shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, SBCT shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of SBCT's act or omission. SBCT shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if SBCT is aware of damage to the fire protection systems it shall promptly notify Sprint.
- 5.19.3. SBCT is aware the Collocation Space will contain a fire detection and may contain a fire suppression system. In the event of discharge, Sprint is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Sprint, its officers, agents or employees.
- 5.20. 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 and building, in a manner consistent with Sprint's normal business practices.
- 5.20.1. 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 SBCT. If Sprint shall fail to commence such repairs or maintenance within 20 days after written notification, provided that such

delays are not caused by SBCT, SBCT's sole right and remedy shall be, after further notice to Sprint, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

- 5.20.2. Sprint shall, where practical, provide SBCT with 24 hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Premises or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Sprint; provided, however, that SBCT shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at SBCT's request. SBCT shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.
- 5.20.3. The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by SBCT or SBCT's employees, invitees or agents, shall be paid by SBCT to Sprint.
- 5.20.4. Sprint shall provide SBCT with written notice three (3) business days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform SBCT by email of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Sprint learns that such outage has occurred.
- 5.20.5. Sprint will provide SBCT 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 SBCT's equipment located in Sprint's facility. Sprint shall provide SBCT immediate notification by telephone of any emergency power activity that would impact SBCT's equipment.
- 5.20.6. The Parties will provide each other contact numbers, for technical personnel and for the purpose of notice permitted or required by this Part K, available twenty-four (24) hours a day, seven (7) days a week.
- 5.21. SBCT Right of Access. Subject to reasonable building rules and any applicable Security Arrangements, SBCT shall have the right of entry 24 hours per day, (7)



seven days a week, to the Premises, common areas, Collocation Space and common cable space. Sprint may only impose security arrangements that are as stringent as the security arrangements that Sprint maintains at its own Premises for its own employees or authorized contractors. Sprint must allow SBCT's employees, representatives or agents access to SBCT's collocated equipment twenty-four (24) hours a day, seven (7) days a week, without requiring either a security escort of any kind or delaying entry into the Premises. Sprint may impose the reasonable security measures contained in 47 C.F.R. § 51.323(i)(1)-(3).

- 5.21.1. Sprint, at SBCT's expense, may issue non-employee photo identification cards for each SBCT employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of SBCT who may require occasional access to the Collocation Space.
- 5.21.2. Sprint may issue access cards, codes, or keys to SBCT's listed employees or vendors where such systems are available and their use by SBCT will not otherwise compromise building security.
- 5.21.3. Pursuant to § 5.21 above, Sprint reserves the right to close and keep locked all entrance and exit doors of the Building during hours Sprint may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Sprint personnel, or on Sundays and state and federal or other holidays recognized by Sprint, or, if SBCT's Collocation Space is not fully segregated from areas of the Premises containing Sprint equipment, shall be subject to such reasonable rules and regulations as Sprint may from time to time prescribe for its own employees and third party contractors.
- 5.22. When planning renovations of an existing Premises or constructing or leasing a new Premises, Sprint will take into account potential future space demand based upon its knowledge of SBCT demand for Collocation.
- 5.23. Upon request, Sprint will remove obsolete unused equipment from its Premises to increase the amount of space available for collocation.
- 5.24. SBCT may elect to use some of its Collocation space to store spare equipment or tools necessary for ongoing maintenance and repair of its collocated equipment. Sprint shall not be liable for the loss or damage of spare equipment or tools.
- 5.25. To the extent possible, Sprint will allow for contiguous SBCT growth. Sprint shall notify SBCT when contiguous space is not available.
- 5.26. Sprint shall be responsible for all maintenance of the exterior of the Premises and grounds, and all entrances, stairways, passageways, and exits used by SBCT to access the Premises.

- 5.27. Upon request by SBCT and at SBCT's expense, Sprint agrees to provide for diversity of fiber and/or Power cabling within the collocated Premises, if available and technically feasible.
- 5.28. When SBCT requests either a Virtual Collocation or Physical Collocation arrangement, SBCT is entitled to a presumption that such arrangement is technically feasible if any Telecommunications Carrier, with a substantially similar network premises or points, has deployed such Collocation arrangement with any ILEC.
- 5.29. Sprint, by the characteristics and methods of operation of any equipment, facilities or any other item within the Premises, shall not interfere with, impair service of, create hazards for, or cause damage to SBCT's network, equipment, or facilities or the SBCT Collocation arrangement; impair the privacy of any communications carried in, from, or through the SBCT network, equipment, facilities or the SBCT Collocation arrangement; or create hazards or cause physical harm to any SBCT representative. Any of the foregoing events would be a material breach of the Agreement.
- 5.30. Sprint may retain a limited amount of floor space for the specific future uses of Sprint, or its affiliates, on terms no more favorable than those that apply to SBCT seeking to reserve Collocation space for its own future use. Sprint will relinquish any space held for its own future use before denying a request for Virtual Collocation on grounds of space limitations.

## **6. SBCT'S OBLIGATIONS.**

- 6.1. Allocation of Collocation Space. SBCT may reserve Collocation space for its future use in Sprint's Premises. Sprint shall notify SBCT in writing if another Telecommunications Carrier requests Collocation space that is reserved by SBCT. SBCT shall, within five (5) Business Days of receipt of such notice, provide Sprint either (i) written notice that SBCT relinquishes such space or (ii) enforce its reservation of space. Failure of SBCT to respond to Sprint within the foregoing five (5) Business Day period shall be deemed as a rejection by SBCT to relinquish such space.
- 6.2. Subcontractor and Vendor Approval. Pursuant to § 3.12 "Construction", SBCT shall select an equipment installation vendor which has been approved as a Sprint Certified Vendor to perform all installation work required in the Physical Collocation Space. Sprint shall provide SBCT with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing SBCT's equipment and components, performing operational tests after installation is complete, and notifying SBCT upon successful completion of installation. The Certified Vendor shall bill SBCT directly for all work performed for pursuant to this Part K and Sprint shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. In addition, Sprint shall allow SBCT to

have a Sprint-approved vendor install updates to Collocated equipment, including software updates.

- 6.3. **Restrictions.** SBCT 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.
- 6.4. **Extraordinary Construction Costs.** SBCT 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 SBCT 's equipment and for extraordinary costs to maintain the Collocation space for SBCT '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 Inactive 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, SBCT and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to SBCT prior to commencing such work. Extraordinary costs will only be billed to SBCT if such costs have been authorized by SBCT. Sprint must advise SBCT if extraordinary costs will be incurred.
- 6.5. **Sprint Inspection.** Sprint shall have the right to inspect SBCT 's completed installation of equipment and facilities prior to SBCT turning up such equipment and facilities. SBCT shall provide written notification to Sprint when SBCT 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 SBCT that Sprint is not exercising its right to inspect such Collocation space at that time and that SBCT may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify SBCT 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. SBCT shall have the right to be present at such inspection, and if SBCT is found to be in non-compliance with the terms and conditions of this Part K that relate to the installation and use of SBCT's Collocated equipment and facilities, SBCT shall modify its installation to achieve compliance prior to turning up its equipment and facilities.
- 6.6. **Access Right of Sprint.** Sprint shall have access to SBCT's Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including SBCT's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a

secure enclosure defining the location of SBCT's Collocation Space has been established, and if conditions permit, Sprint will provide SBCT with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing SBCT the option to be present at the time of access. SBCT shall not attach, or permit to be attached, additional locks or similar devices to any door or window. Additionally, SBCT will not change existing locks or the mechanism thereof, without notice to and written approval from Sprint.

- 6.7. Inspection and Janitorial. SBCT shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. SBCT 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). SBCT shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 6.8. Security Arrangements. Pursuant to section 5.18 "SBCT Right of Access", SBCT agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Premises, including, without limitation:
  - 6.8.1. SBCT will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the Premises. The list will include the social security numbers of all such individuals. Sprint may reasonably object to any person on the list, in which case that person will be denied entry into the Premises. 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.
  - 6.8.2. SBCT 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 Collocation Arrangement. Unreturned or replacement cards, codes, or keys may be subject to a reasonable replacement or re-keying fee at the discretion of Sprint.
  - 6.8.3. SBCT's employees, agents, invitees and vendors must display identification cards at all times.
  - 6.8.4. SBCT 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.
  - 6.8.5. Removal of all furniture, equipment or similar articles will be based on local Sprint security practices. These security practices will not be more stringent for SBCT than Sprint requires for its own employees or Sprint's contractors.

- 6.8.6. Before leaving the Collocation Space unattended, SBCT shall close and securely lock all doors and windows accessed by SBCT and shut off unnecessary equipment in the Collocation Space.
- 6.8.7. SBCT agrees that Sprint may provide a security escort to SBCT personnel while in Sprint's Premises. While such escort shall not be a requirement to SBCT's entry into the Premises, SBCT shall allow the security escort to accompany SBCT personnel at all times and in all areas of the Premises, including the Collocation Space, if so requested by Sprint, providing such does not entail a delay of access or cost to SBCT.
- 6.8.8. SBCT shall post in a prominent location visible from the common Premises area, SBCT's site access and emergency points of contact and telephone numbers, available 24 hours a day seven days a week.. SBCT shall promptly update this information as changes occur.
- 6.9. Electricity. SBCT 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 SBCT facility. SBCT shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
  - 6.9.1. Circuit Capacity. SBCT shall not exceed the established electrical circuit capacity limit. Circuit capacity limit shall be defined as 80% of the rated circuit capacity provided to the collocation space.
- 6.10. Interruption of Services. SBCT shall provide Sprint with written notice three (3) business days prior to those instances where SBCT or its subcontractors perform work, which is to be a known service affecting activity. SBCT 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 SBCT learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.
- 6.11. Telephone. SBCT may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by SBCT and at SBCT's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space. Upon SBCT request with sufficient notice, such service shall be available at the Collocation arrangement on the day that the space is turned over to SBCT by Sprint.
- 6.12. Fire Protection Systems. SBCT shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that SBCT may not install or use sprinklers or carbon dioxide fire suppression systems within the Premises or the Collocation Space.

- 6.12.1. 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 SBCT's Collocation Space, such changes, modifications or additions shall be made by Sprint and SBCT shall reimburse Sprint for the cost thereof.
- 6.12.2. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Premises in which the Collocation Space of SBCTs in general are located, such changes, modifications, or additions shall be made by Sprint and SBCT shall reimburse Sprint for the cost thereof in the same proportion as the size of SBCT's Collocation Space as compared to the total available collocation space in the affected portion of the Premises.
- 6.13. Reserved
- 6.14. Various Prohibited Uses. SBCT shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Premises. SBCT shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Sprint, any other occupant of the Premises, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.
  - 6.14.1. SBCT 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.
  - 6.14.2. SBCT shall not use the name of the Building or Sprint for any purpose other than that of the business address of SBCT, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.
  - 6.14.3. SBCT shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in this Part K without the prior written consent of Sprint.
  - 6.14.4. SBCT 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. SBCT 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 Premises.
- 6.14.5. SBCT 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 business in the Collocation Space not contemplated in this agreement. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 6.14.6. SBCT shall not use the Collocation Space for housing, lodging or sleeping purposes;
- 6.14.7. SBCT shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space; or
- 6.14.8. SBCT shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 6.15. Rules of Conduct. SBCT, its employees, agents, contractors, and business invitees shall:
- 6.15.1. Pursuant to section 5.18 "SBCT Right of Access", 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 Premises, and the Collocation Space and its tenants and occupants, and
- 6.15.2. 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.
- 6.16. Alterations. SBCT 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 SBCT.

- 6.16.1. 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 Part K. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. SBCT shall permit Sprint to inspect all construction operations within the Collocation Space and to approve contractors, which approval shall not be unreasonably withheld. If alterations are made by SBCT's contractors, then SBCT, 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.
- 6.16.2. 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 SBCT 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 SBCT to remove such fixtures and installations, alterations or additions at SBCT'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.
- 6.16.3. All fixtures and other equipment to be used by SBCT in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.
- 6.17. Fireproofing Policy. SBCT 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 Premises, outside or inside, without the prior written consent of Sprint. If SBCT desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of SBCT. 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 SBCT, whether in the Collocation Space, the Premises or otherwise, shall be sealed as quickly as possible by SBCT with Sprint-approved fire barrier sealants, or by Sprint at SBCT's cost.
- 6.18. Equipment Grounding. LOE shall be connected to Sprint's grounding system.



- 6.19. SBCT is solely responsible for the design, engineering, testing, performance, and maintenance of the SBCT equipment used by SBCT in the Premises. SBCT is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Premises: (i) its fiber optic cable(s) if any; (ii) its equipment.

## **7. RIGHTS RESERVED TO SPRINT.**

- 7.1. Sprint shall have the following rights, and others not specifically excluded in this Part K, exercisable without notice and without liability to SBCT for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of SBCT's use or possession or giving rise to any claim for offsets, or abatement of rent:
  - 7.1.1. To change the name or street address of the building;
  - 7.1.2. To install and maintain signs on the exterior and interior of the building or anywhere on the Property;
  - 7.1.3. To designate all sources furnishing sign painting and lettering, vending machines or toilet supplies used or consumed in the Premises;
  - 7.1.4. To have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding SBCT's safes;
  - 7.1.5. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary, pursuant to § 5.20.
  - 7.1.6. To use any means Sprint may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Sprint by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of SBCT from the Collocation Space or any portion thereof;
  - 7.1.7. If it becomes necessary, and there are no other reasonable alternatives available, Sprint reserves its right, for good cause shown, and upon 30 days prior notice, to seek reclamation the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations under public service law, pursuant to any order or rule of the Commission or the FCC to provide telecommunications services to its end user customers. If successful, Sprint will reimburse SBCT for reasonable direct costs and expenses in connection with such reclamation;
  - 7.1.8. To utilize the space within the Premises in such a manner as will best enable it to fulfill its own service requirements, including assigning the

Collocation Space and other collocation space to other parties, pursuant to the terms of this Part K;

- 7.1.9. To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, for good cause and consistent with this Part K, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises;
- 7.1.10. To approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Premises, and to require all such items and other office furniture and equipment to be moved in and out of the Premises or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at SBCT's sole risk and responsibility;
- 7.1.11. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Sprint shall limit inconvenience or annoyance to SBCT as reasonably possible under the circumstances;
- 7.1.12. To grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude SBCT from the use expressly permitted by this Part K, unless Sprint exercises its right to terminate the Collocation Arrangement or this Agreement with respect to all or a portion of the Collocation Space;
- 7.1.13. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require SBCT to move to equivalent space in the Premises upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the monthly recurring rate elements provided for herein shall remain the same;
- 7.1.14. To designate all spaces to be occupied by SBCT;
- 7.1.15. To inspect the installation of LOE in the Collocation Space prior to the connection of facilities to the Collocation Point of Termination.

7.2. Reserved.

## **8. PARTIAL DESTRUCTION**

- 8.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the Collocation Space to its previous condition. The Collocation Arrangement shall not terminate unless, within 90 days after the occurrence of such casualty, Sprint notifies SBCT of its decision not to rebuild and its election to terminate the Collocation Arrangement. If Sprint does not elect to terminate the Collocation Arrangement, Sprint shall repair the damage to the Collocation Space caused by such casualty. Should Sprint elect to repair or rebuild the premises, the recurring charges shall be proportionately abated to the extent and while SBCT was deprived of the use. If Sprint undertakes to repair the Premises, Sprint will repair the SBCT Collocation space and associated construction as good as or better than originally prepared for SBCT.
- 8.2. Notwithstanding any other provision of this Part K to the contrary, if any casualty is the result of any act, omission or negligence of SBCT, its agents, employees, contractors, SBCTs, customers or business invitees, unless Sprint otherwise elects, the Collocation Arrangement shall not terminate, and, if Sprint elects to make such repairs, SBCT shall reimburse Sprint for the cost of such repairs, or SBCT shall repair such damage, including damage to the Building and the area surrounding it, and the monthly recurring rate elements shall not abate.
- 8.3. If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected and Sprint elects not to rebuild, Sprint may, at its election within 90 days of such casualty, terminate the Collocation Arrangement by giving written notice of its intent to terminate the Collocation Arrangement. The termination as provided in this paragraph shall be effective 30 days after the date of the notice.
- 8.4. Notwithstanding any other provision of this Part K, Sprint shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received.

## **9. EMINENT DOMAIN.**

- 9.1. If the whole of a Collocation Arrangement or Virtual Collocation arrangement (collectively referred to in this paragraph as "Arrangement") shall be taken by any public authority under the power of eminent domain, then the Arrangement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Arrangement shall be paid up to that day with proportionate refund by Sprint of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Arrangement shall be taken under eminent domain, both Parties shall have the

right to terminate the Arrangement, by providing at least thirty (30) calendar days written notice of such intention to the other Party.

## **10. TERMINATION OF COLLOCATION ARRANGEMENT.**

10.1. Termination. SBCT may terminate occupancy in a particular Collocation Space upon at least thirty (30) calendar days prior written notice to Sprint. Such notice shall specify the date of termination. Upon termination of such occupancy, SBCT at its expense shall remove its equipment and other property from the Collocation Space. SBCT shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of the SBCT's Guests; provided, however, that SBCT shall continue payment of monthly fees to Sprint until such date as SBCT has fully vacated the Collocation Space. SBCT shall surrender the Collocation Space to Sprint in the same condition as when first occupied by SBCT, except for ordinary wear and tear. SBCT shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, and conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition. Upon termination of SBCT's right to possession for breach of this agreement, SBCT shall surrender possession and vacate the Collocation Space within thirty (30) calendar days. Failure to surrender the Collocation Space within 30 days shall be considered abandonment and Sprint shall have the right to remove the equipment and other property of SBCT and, if applicable, SBCT's Guest at SBCT's expense and with no liability for damage or injury to SBCT's property.

## **11. ASBESTOS.**

11.1. SBCT is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). SBCT agrees that it is responsible for contracting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that SBCT's employees, agents, or contractor's may reasonably expect to encounter while performing activities in the Collocation Space. SBCT further agrees that it will notify Sprint before commencing any activities in the Collocation Space which may disturb any asbestos or ACBM so identified by Sprint and will perform such activities in accordance with applicable local, state, and federal environmental and health and safety laws, regulations, and ordinances. SBCT shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, in connection with, or resulting from the disturbance of asbestos or ACBM in the Collocation Space unless such disturbance arises out of, in connection with, or results from SBCT's abatement of asbestos or ACBM identified by Sprint or SBCT's Collocation under this Park K onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide SBCT reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could

potentially affect SBCT's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment.

## **12. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.**

- 12.1. Disclosure of Potential Hazards: When and if SBCT notifies Sprint that SBCT intends to enter or perform work pursuant to this Agreement in, on, or within the vicinity of any particular Sprint building, manhole, pole, duct, conduit, right-of-way, or other facility (hereinafter "Work Location"), Sprint shall timely notify SBCT of any Environmental Hazard at that Work Location of which Sprint has actual knowledge, except that this duty shall not apply to any Environmental Hazard (i) of which SBCT already has actual knowledge or (ii) was caused solely by SBCT or (iii) would be obvious and apparent to anyone coming to the Work Location. For purposes of this Agreement, "Environmental Hazard" shall mean (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations; (ii) the presence of electrical cable in a conduit system; (iii) asbestos-containing materials; (iv) emergency exit routes and warning systems, if and to the extent owned or operated by Sprint; and (v) any potential hazard that would not be obvious to an individual entering the Work Location or detectable using work practices standard in the industry.
- 12.2. Evaluation of Potential Hazards: Without limiting the foregoing, after providing prior notice to Sprint, SBCT shall have the right to inspect, test, or monitor any Work Location for possible Environmental Hazards as necessary or appropriate to comply with law or to protect its employees, contractors or others from the possible effects of Environmental Hazards. SBCT shall be responsible for conducting such inspections, testing or monitoring in a way that does not unreasonably interfere with Sprint's business operations after consultation with Sprint, and shall return Sprint's property to substantially the same condition as it would have been without such inspections, testing or monitoring.
- 12.3. Managing Disturbed Materials and Media: If and to the extent that SBCT's activity at any Work Location involves the excavation, extraction, or removal of asbestos or other manmade materials or contaminated soil, groundwater, or other environmental media, then SBCT rather than Sprint shall be responsible in the first instance for the subsequent treatment, disposal, or other management of such materials and media.
- 12.4. Indemnification:
  - 12.4.1. Each Party shall indemnify, on request defend, and hold harmless the other Party and each of its officers, directors and employees from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character (including reasonable attorneys' fees), on account of or in connection with any injury, loss, or

damage to any person or property, or to the environment, to the extent any of them arise out of or in connection with the violation or breach, by any employee of the indemnifying Party or other person acting on the indemnifying Party's behalf, of this § 12 or any federal, state, or local environmental statute, rule, regulation, ordinance, or other applicable law or provision of this Agreement dealing with hazardous substances or protection of human health or the environment.

12.4.2. Sprint shall indemnify, hold harmless, and, at SBCT's request, defend SBCT and each of its officers, directors, employees and agents from and against any and all losses, damages to persons, property or the environment, liabilities, fines, penalties or expenses (including reasonable attorneys fees, consultant's fees and court costs) incurred by SBCT in connection with claim, demand, lawsuit, or administrative proceeding for damages, contribution, remediation, injunction or other relief to the extent any of them result from, arise out of or are caused by (i) the violation of any federal, state, or local law, statute, rule, regulation, ordinance or provision of this Agreement dealing with hazardous substances or the protection of human health or the environment (including the identification and procurement of required permits, certificates, approvals and inspections) by Sprint or a person acting on Sprint's behalf; (ii) an Environmental Hazard introduced into the Work Location by Sprint or a person acting on its behalf, (iii) the release or discharge, onto public or private property of any Environmental Hazard, regardless of its source, by Sprint or a person acting on its behalf, at the Work Location, or (iv) the removal or disposal of any Environmental Hazard by SPRINT or any person acting on its behalf, or the subsequent storage, processing, or other handling of such Environmental Hazard by any person or entity, after such substances have been removed from the Work Location.

12.4.3. SBCT shall indemnify, hold harmless, and, at Sprint's request, defend Sprint and each of its officers, directors, employees and agents from and against any and all losses, damages to persons, property or the environment, liabilities, fines, penalties or expenses (including reasonable attorneys fees, consultant's fees and court costs) incurred by Sprint in connection with claim, demand, lawsuit, or administrative proceeding for damages, contribution, remediation, injunction or other relief to the extent any of them result from, arise out of or are caused by (i) the violation of any federal, state, or local law, statute, rule, regulation, ordinance or provision of this Agreement dealing with hazardous substances or the protection of human health or the environment by SBCT or a person acting on SBCT's behalf; (ii) an Environmental Hazard introduced into the Work Location by Sprint or a person acting on its behalf, (iii) the release or discharge, onto public or private property of any Environmental Hazard, regardless of its source,

by SBCT or a person acting on its behalf, at the Work Location, or (iv) the removal or disposal of any Environmental Hazard by SBCT or any person acting on its behalf, or the subsequent storage, processing, or other handling of such Environmental Hazard by any person or entity, after such substances have been removed from the Work Location.

**13. SUBORDINATION.**

13.1. This Part K 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 SBCT agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

**14. MISCELLANEOUS.**

14.1. Work Stoppages. In the event of work stoppages, Sprint may establish separate entrances for use by personnel of SBCT. SBCT shall comply with any emergency operating procedures established by Sprint to deal with work stoppages.

## **PART L - OPERATIONS SUPPORT SYSTEMS**

### **1. OPERATIONS SUPPORT SYSTEMS (OSS)**

- 1.1. Sprint will offer unbundled access to information contained in Sprint's operations support systems. OSS consists of pre-ordering, ordering, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to, but not limited to, all loop information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services.
- 1.2. Since Sprint's current electronic order and pre-order interface is the IRES web based Graphical User Interface (GUI) and IRES allows SBCT to submit pre-order and order transactions in an LSOG format supported by Sprint, based on Sprint's business rules, the following applies:
  - 1.2.1. Sprint shall make access to IRES available to SBCT to submit pre-order and order transactions
  - 1.2.2. Sprint shall continue to make IRES available to SBCT for pre-order and order even if Sprint implements an industry standard application to application interface using EDI or CORBA as a transmission medium.
- 1.3. Since Sprint does not have any electronic interface based on current industry standards for maintenance and repair, the following shall apply:
  - 1.3.1. Sprint and SBCT will cooperatively discuss the development of electronic interface based on the functionality and capability of Alliance for Telecommunications Industry Solutions ("ATIS") guidelines for maintenance and repair. The discussions will include the cost of development and proper recovery of those costs. Sprint agrees that if it offers an electronic interfaces for maintenance and repair to any CLEC, Sprint shall make the same electronic interface available to SBCT.
  - 1.3.2. Within six months of SBCT's request (or such other commercially reasonable time agreed to by the Parties for such functionality that cannot reasonably be completed and available for commercial use within six months), Sprint will provide an electronic application that will perform the following functionality in real time:



1.3.2.1.Enables SBCT to create a trouble report

1.3.2.2.Enables SBCT to get updated status of open trouble reports

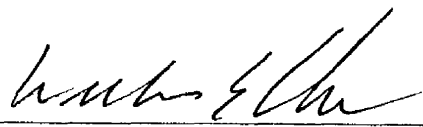
1.3.2.3.Until such time as Sprint's electronic interface for Maintenance and Repair has the functionality to enable SBCT to view and determine what was "fixed" on closed trouble reports, Sprint will continue to fax the cause code analysis to SBCT.

## **2. CHANGE MANAGEMENT**


- 2.1. Sprint will develop a change management process which will, at a minimum, address the following topics:
  - 2.1.1. The types of changes covered by the process, change request initiation process, introduction of new interfaces, changes and retirement of existing interfaces, management of the change management process, procedures for change management meetings, requirements review, prioritization which will include provision for CLECs input, escalation process, interface testing, and training.
- 2.2. Sprint will have the change management process in place 3 months following the effective date of this agreement.

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

**“Sprint”**

By:   
Name (typed): William E. Cheek  
Title: Vice President - Sales and Account Management  
Date: 10/12/01

**“SBCT”**

By:   
Name (typed): David G. Hammock  
Title: Executive Director - Interconnection  
Date: 10-10-01