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May 29, 2003

VIA HAND DELIVERY

Blanca S. Bayo, Director  
Division of Records and Reporting  
Betty Easley Conference Center  
4075 Esplanade Way  
Tallahassee, Florida 32399-0870

RECEIVED FPSC  
MAY 29 PM 3:55  
COMMISSION  
CLERK

Re: Docket No.: D30467-TP  
In re: Petition by XO Florida, Inc. for Arbitration of an Interconnection Agreement with Sprint-Florida, Incorporated Pursuant to Section 252(b) of the Telecommunications Act of 1996.

Dear Ms. Bayo:

On behalf of XO Florida, Inc., enclosed for filing and distribution are the original and 15 copies of the following:

- ▶ Petition for Arbitration.

Please acknowledge receipt of the above on the extra copy and return the stamped copy to me. Thank you for your assistance.

Sincerely,

*Vicki Gordon Kaufman*  
Vicki Gordon Kaufman

VGK/bae  
Enclosure

RECEIVED & FILED  
*lh*  
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MCWHIRTER, REEVES, MCGLOTHLIN, DAVIDSON, DECKER, KAUFMAN & ARNOLD, P.A.

DOCUMENT NUMBER-DATE  
04806 MAY 29 03

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition by XO Florida, Inc.  
for Arbitration of an Interconnection  
Agreement with Sprint-Florida,  
Incorporated Pursuant to Section 252(b)  
of the Telecommunications Act of 1996.

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Docket No. 630467-TP  
Filed: May 29, 2003

**PETITION FOR ARBITRATION**

Pursuant to Section 25 (b) of the Telecommunications Act of 1996 ("1996 Act") and 47 U.S.C. §252(b) XO Florida, Inc. (XO) requests arbitration by the Florida Public Service Commission ("Commission") of an interconnection agreement between XO and Sprint-Florida, Incorporated ("Sprint"). In support of this Petition, XO submits the following information:

**THE PARTIES**

1. XO is a telecommunications carrier authorized to provide telecommunications services within the State of Florida. XO's address and telephone number are:

Dana Shaffer  
Vice President, Legal and Regulatory Affairs  
XO Florida, Inc.  
105 Molloy Street, Suite 300  
Nashville, TN 37201-2315  
(615) 777-7700 (telephone)  
(615) 345-1564 (fax)  
[dshaffer@xo.com](mailto:dshaffer@xo.com)

Correspondence regarding this Petition should be sent to:

Dana Shaffer  
Vice President, Legal and  
Regulatory Affairs  
XO Florida, Inc.  
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(615) 777-7700 (telephone)  
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[dshaffer@xo.com](mailto:dshaffer@xo.com)

Vicki Gordon Kaufman  
McWhirter Reeves McGlothlin  
Davidson Kaufman & Arnold, P.A.  
117 South Gadsden Street  
Tallahassee, Florida 32301  
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DOCUMENT NUMBER 04806

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2. Sprint is the entity with which XO has been negotiating the interconnection arrangements to which this Petition relates. Sprint provides both local and intrastate long distance telecommunications services within the State of Florida as an incumbent local exchange company (“ILEC”), as that term is used in Sections 251 and 252 of the 1996 Act.

### **REQUEST FOR NEGOTIATIONS**

3. XO currently obtains access to, and interconnection with, Sprint’s network in Florida pursuant to the rates, terms and conditions in a Master Interconnection and Resale Agreement for the State of Florida, dated October 1, 2000, which the Commission approved on March 12, 2001 in Docket No. 001771-TP.

4. Sprint received XO’s request for negotiations under the 1996 Act to replace the existing agreement on December 20, 2002. A copy of the letter confirming that date is attached to this Petition as Exhibit A. Section 252(b)(1) of the 1996 Act requires that a petition for arbitration must be filed between the 135th and 160th days (inclusive) following an ILEC’s receipt of a request for negotiations. XO is timely filing this Petition on or before May 29, 2003, the 160th day following Sprint’s receipt of XO’s request for negotiations under the 1996 Act.

### **NEGOTIATIONS**

5. Sprint provided XO with a proposed interconnection agreement. XO reviewed Sprint’s proposal, and provided Sprint with XO’s proposed revisions. A copy of XO’s response to Sprint’s proposed interconnection agreement showing the revisions XO proposed is attached as Exhibit B.<sup>1</sup>

<sup>1</sup> Sprint had document control and has not provided a new document; therefore, XO cannot provide a revised document that shows the agreements that were reached. In addition, given Sprint’s statements to the effect that it may not agree to any negotiated terms absent a fully negotiated agreement, even if XO had a revised document from Sprint, XO could not represent that it reflected the current agreements of the Parties.

6. The Parties conducted several negotiation sessions to discuss XO's proposals. Based on the Parties' discussions, XO had believed that most of the issues that XO raised had been resolved by the Parties through their negotiations, either in principle or via language proposed by one Party or the other. However, Sprint, has not provided XO with a complete copy of that document incorporating the language to which XO understood that the Parties had agreed, as well as each Party's proposed language with respect to the issues that remain unresolved. In addition, Sprint has recently informed XO that Sprint is still trying to determine whether it will agree to issues which XO thought had been resolved, or whether Sprint will take the position that no issues will be accepted as resolved by Sprint without a total resolution of issues regarding the interconnection agreement without arbitration. Accordingly, in order to preserve its rights, XO identifies its entire proposal as being at issue.

7. In addition, XO believed the Parties had reached agreements in principle resolving some of the remaining issues, but had not yet developed language to reflect those agreements. Consistent with a separate Stipulation between the Parties resolving multiple business issues, which were the subject of a complaint before the Nevada Public Utilities Commission in Docket Nos. 02-11029 and 11030 (the "Stipulation"), XO anticipated that the Parties would delay the date by which they would be required to petition for arbitration to enable the Parties to negotiate the necessary language and to fully address substantially all of the unresolved issues. A copy of the Stipulation is attached to this Petition as Exhibit C. By letter dated May 14, 2003, however, Sprint informed XO that Sprint would not agree to delay the arbitration petition filing date beyond May 29, 2003. A copy of the letter is attached to this Petition as Exhibit D.

8. XO continued to negotiate with Sprint to resolve as many unresolved issues as possible prior to May 29, 2003. When it became apparent that the Parties would not be able to



address all unresolved issues or develop language to implement all of their agreements in principle, XO again proposed that the Parties adjust the schedule to postpone the date on which the arbitration window closed to enable the Parties to conduct further negotiations. Sprint responded that it would accept that proposal only if XO accepted Sprint's position on several significant disputed issues. XO was unwilling to make substantive concessions in exchange for an adjustment in the procedural schedule that would benefit both Parties. In order to preserve its rights, therefore, XO has included as unresolved issues those issues on which the Parties have not had advanced to a point where the Parties have addressed the issues or negotiated contract language to reflect the Parties' agreements in principle.

#### **ISSUES PRESENTED FOR RESOLUTION**

9. This Petition seeks resolution of multiple issues on which the Parties have been unable to agree either substantively or on appropriate contract language, and attempts to identify those that XO understands to be in dispute. Unfortunately, XO cannot represent that the issues listed below represent all unresolved issues between the Parties. As discussed above, Sprint has not provided XO with its position on the issues and language that XO understood the Parties to have agreed to in principle during the negotiations. XO cannot agree that the issues it believes have been resolved have in fact been resolved until Sprint responds with a revised contract arising from those discussions.

10. It is particularly ominous that Sprint has informed XO that Sprint is reviewing the language that the Parties have negotiated to determine whether Sprint's acceptance of that language was contingent on the Parties reaching a *fully negotiated* agreement. Sprint never informed XO that Sprint's acceptance of any of the language that the Parties have spent much time and many months negotiating was contingent on reaching a negotiated resolution of *all* disputed issues. Based on the last conference call between the Parties, XO now understands that

Sprint nevertheless may take the position that issues that were resolved through negotiations are now once again in dispute because the Parties were unable to negotiate a resolution for *all* disputed issues. XO, therefore, can represent to the Commission that the issues XO has identified are all unresolved issues of which XO is aware and reserves the right to respond to any additional issues that Sprint may identify, as well as to make a claim that Sprint has failed to negotiate in good faith by withdrawing its acceptance of negotiated language in retaliation for XO seeking Commission resolution of unresolved issues.

11. The issues listed below are unresolved between the Parties, either because the Parties disagree on the substance of the issue, have not fully addressed the issue, or have not yet developed language to incorporate an agreement in principle. Each issue is identified by the section number in Sprint's original proposed interconnection agreement, followed by a brief description of the issue and each Party's position on that issue.

<b><u>Section</u></b>	<b><u>Issue</u></b>
1.59	Definition of "Non-Standard Non-Voice Grade Loop" – XO has proposed that this loop be defined as it is defined in the Parties' existing interconnection agreement. Sprint, however, proposes to delete the portion that states that the loop is conditioned, claiming that its loop rates do not include conditioning. Sprint has provided no factual or legal basis on which it is entitled to change the loops that it has been providing to XO, and XO is entitled to continue to obtain those loops.
1.90	Definition of Virtual POI – XO has proposed to delete this definition, consistent with its proposal to incorporate the Parties' agreement on compensation for interconnection facilities contained in their Stipulation. <i>See</i> Exhibit C. Sprint

agreed to incorporate the Stipulation into the new interconnection agreement, but Sprint has not responded to XO's proposal to use language from the Stipulation to do so. In addition, Sprint informed XO during the Parties' most recent negotiation session that Sprint may withdraw its agreement to incorporate the Stipulation and, instead, advocate the proposal in its original interconnection contract proposal. Such a position not only would be inherently unreasonable, it would represent a refusal to negotiate in good faith and it would violate the Parties' Stipulation. (The substantive provisions governing this issue are sections 60.4.2 and 61.1, which are also listed below).

2.2 Discontinuance of Service – Sprint has proposed being able to discontinue services it provides to XO under the interconnection agreement. Nothing in the 1996 Act or FCC rules authorizes Sprint to discontinue providing interconnection, unbundled network elements (“UNEs”), collocation, or any other facility or service that Sprint is required to provide to XO. XO, therefore, has insisted that any discontinuance be strictly limited to technical reasons, be consistent with applicable law, and provide sufficient notice to enable XO to smoothly transition customers to other carriers, if necessary, and to bring the issue to the Commission, if necessary. Sprint agreed to those concepts, but Sprint has not provided the language to incorporate the agreement.

5.1.3 Contract Term – Sprint has proposed a two-year term with a requirement that XO request negotiations for a new agreement at least six months before the scheduled termination date. XO is concerned that such a short term will require the Parties to begin renegotiating a new agreement when the ink on the existing agreement is

barely dry. XO, therefore, has proposed a two-year term with a one-year evergreen clause for renegotiation. XO's proposal is consistent with the terms of interconnection agreements proposed by other ILECs and established by other state commissions.

6.5/39 Deposits – Sprint proposed expansive deposit requirements for XO. XO initially opposed any deposit requirements, but stated that it would agree to language that required a deposit from either Party if that Party has a history of late payments. Sprint tentatively agreed to XO's proposed limitation but only with respect to deposits that XO might be required to pay to Sprint. Sprint refuses to agree to pay any deposits to XO under any circumstances. By refusing to accept any deposit obligations, Sprint has demonstrated that such obligations between co-carriers are unreasonable.

13.7 Publicity – Sprint proposes to limit the Parties' ability to make any public statements about the interconnection agreement except within the confines of a litigated proceeding. XO proposed revising the restriction to apply only to public statements made in advertising or for other commercial purposes, but Sprint rejected XO's proposal. Sprint's proposal is unreasonable and conflicts with XO's rights under the First Amendment to the United States Constitution.

15.1 Governing Law – XO proposed adding a requirement to the governing law section that in the event of a conflict between the Agreement and the 1996 Act, the Act would govern. Sprint opposes such a requirement, claiming that the parties can negotiate away their statutory rights and obligations. Neither Sprint nor XO are

aware of any contract language to which they have agreed that represents a departure from the requirements of the 1996 Act, and neither Party has expressed any willingness to negotiate away any statutory right or obligation. Sprint's refusal to accept the preeminence of the 1996 Act, therefore, is unreasonable and is inconsistent with the change of law provision that requires renegotiation of any provision affected by a change in law, including the 1996 Act as interpreted by the FCC.

34. Loop Reclamation by Sprint – Sprint has proposed language that would give Sprint an automatic and accelerated right to reclaim loop facilities it provides to XO if an end user customer at that location requests service from Sprint. XO has proposed deleting the section on two grounds: (1) Sprint does not agree to provide loops to XO under the same time frames and conditions that it demands that XO return loops to Sprint; and (2) Sprint's proposal would require XO to return loop facilities that XO uses to serve a different customer at the same location or to provide one of multiple lines used to serve the same customer. Sprint thus unreasonably proposes to require XO to take its customer out of service to enable Sprint to serve a different customer at the same location (or separate service to the same customer).

37. Virtual NXX – Sprint proposed language that would relieve it of the obligation to pay reciprocal compensation (and potentially impose the obligation on XO to pay access charges) for traffic to end users physically located outside of the local calling area in which their NPA/NXX is homed. XO opposes this language on several grounds: (1) It is inconsistent with the requirements of the local exchange

routing guide (“LERG”), which governs rating and routing of traffic; (2) It is discriminatory by refusing to apply the same requirements to foreign exchange service provided by Sprint; and (3) To the extent that the traffic involved is ISP-bound traffic, the FCC has exclusive jurisdiction with respect to compensation for such traffic.

37.7 CPN – Sprint proposed language governing the percentage of traffic exchanged between the Parties that must have calling party number (“CPN”) information associated with it for rating and billing purposes, and the consequences if more than 10% of the traffic exchanged does not have CPN. Sprint’s proposal does not permit parties to demonstrate that even though the required percentage has not been met it should be treated as local because it falls within the CPN exceptions that the FCC issued. XO proposed a modification to Sprint’s proposal that would require 90% of the traffic to have CPN; the remaining 10% would be subject to charges in proportion to the 90% with CPN; and traffic without CPN above the 10% threshold would be subject to access charges. Sprint has not yet fully responded to XO’s proposal.

43.4 Obligation to Build UNEs – The Parties have agreed in concept that Sprint will construct facilities needed to provide high capacity UNEs to the extent that, and under the same terms and conditions as, Sprint constructs the same facilities under its special access tariff. Sprints, however, has not yet developed contract language to implement that agreement or to ensure that Sprint’s construction of facilities to provide analog loops will be at parity with retail local service customers. (See related issue under section 59.3.3 below).

- 46.2 DS1 Loop Conditioning – Sprint insists on being able to charge for conditioning on DS1 loops. XO disagrees. DS1 loops, by definition, do not have (and have never had) load coils or bridged taps. Sprint does not charge conditioning for DS1 circuits obtained out of Sprint’s access tariff, and Sprint is not entitled to impose such charges on DS1 circuits ordered as UNEs.
- 46.3.2 Cooperative Testing – Sprint’s proposed language in this section is broader than Sprint’s intended applicability. According to Sprint, the cooperative testing referenced in this subsection refers only to digital data circuits, not other types of loops (i.e., hot cuts for analog or DS1 loops). Sprint is developing language to clarify this section’s applicability, but has not yet provided that language to XO.
- 46.4.3/46.5.4 BFR for Facilities Build – Sprint proposes using the bona fide request (“BFR”) process when facilities and necessary equipment are not available to provide a UNE that XO has ordered from Sprint. XO agrees that this process is appropriate if XO requests construction above and beyond the construction that Sprint undertakes to provide the same circuits or services to its tariff or retail customers. Resolution of this issue thus is dependent on the Parties’ development of language on the obligation to build issues (discussed above under section 43.4 and below under section 59.3.3).
- 54.4/54.6 Dark Fiber – Sprint proposed procedures for providing and possibly taking back unbundled dark fiber. XO sought to ensure that (1) XO would not be precluded from disputing the prices in a price quote by accepting that quote in order to have the dark fiber provided; and (2) to ensure that Sprint not take back any dark fiber

over XO's objections without Commission approval. Sprint agreed to provide language that would address these concerns but has yet to provide that language.

59.3.3 UNE-P/EELs Facilities – Sprint originally proposed language that would limit its obligation to provide combinations of UNEs to circumstances when facilities existed. The Parties have reached an agreement in principle that Sprint will construct facilities to provide UNEs, both individually and in combination, to the same extent that Sprint constructs facilities in response to service requests from tariff or retail customers. The Parties, however, have not yet agreed on language to reflect that agreement.

59.5.2.4 EEL Audits – Sprint has proposed a provision that establishes terms and conditions for Sprint's ability to audit the jurisdictional nature of the traffic sent over the combination of loop and transport known as enhanced extended links ("EELs"). An FCC Order establishes those requirements, and XO proposes simply to refer to that Order. Sprint, however, insists on its language, which reflects Sprint's interpretation of the FCC Order. XO does not agree with Sprint's interpretation, and believes that permitting the FCC Order to speak for itself is more reasonable.

60.4.2/61.1 Interconnection Facilities Compensation – This issue is discussed above under section 1.90 (Definition of Virtual POI).

61.2.1.3.1 Meet Point Arrangement – The Parties agreed that Sprint's original proposed language on meet point arrangements for interconnection was not consistent with that concept as defined by the FCC. Sprint agreed to provide revised language



but did not provide that language until just before the Parties' last negotiation session before this Petition was filed. Accordingly, XO has not had a full opportunity to review that language, much less attempt to negotiate revisions to address any concerns that XO might have.

61.2.1.3 XO Entitlement to Tandem Reciprocal Compensation Rates – Pursuant to the Stipulation, Sprint agrees that XO's switch currently serves a geographic area comparable to the area served by a Sprint tandem, entitling XO to the tandem reciprocal compensation rate when Sprint terminates local traffic to XO. Sprint, however, is concerned that a carrier whose switch does not satisfy that requirement may opt into this agreement. Sprint represented that it would provide revised language to address this issue but has not yet provided that language.

65.3 CPN v. PLU – Sprint proposed language that governed use of a percent local usage ("PLU") as a means of determining the jurisdictional nature of traffic delivered to either Party over interconnection facilities. XO proposed that using CPN (as discussed above under section 37.7) should be an alternative to using a PLU. Sprint agreed, but the Parties have not been able to develop language to ensure that this section is consistent with the CPN requirements in section 37.7. In addition, Sprint proposed that when using the PLU, any major variation in the percentage of local traffic should require revision of the PLU factor retroactively to the effective date of the interconnection agreement. XO is unwilling to agree to the implicit assumption that the PLU has been incorrect since the beginning of the agreement and counter-proposed that the revised PLU be applied only back to the date of the last review of the PLU. Sprint rejected XO's proposal.

74.3 LNP Implementation – Sprint has proposed to charge XO for local number portability (“LNP”) testing if XO initiates service in an area after the FCC activation date. XO agrees that it should pay for any optional testing that XO might require, but is unwilling to pay for unnecessary testing that Sprint may require. Accordingly, Sprint agreed to provide additional information on the testing referenced in this section, but Sprint has yet to provide that information.

Collocation Sprint originally proposed rates, terms, and conditions for collocation in an agreement that would be separate from the interconnection agreement. XO reviewed and developed revisions to Sprint’s proposal that would incorporate these terms and conditions into the interconnection agreement, as well as provide substantive changes. Before XO could provide its proposal to Sprint, Sprint provided XO with revised proposed terms and conditions for collocation. XO agreed to review and propose revisions to Sprint’s revised draft. Unfortunately, XO devoted its resources to attempting to resolve unresolved issues in the interconnection agreement prior to the expiration of the negotiation period and was unable to review Sprint’s revised proposal. Accordingly, XO provided Sprint with its mark-up to Sprint’s original proposal, a copy of which is included in Exhibit B. The Parties, however, have not had sufficient discussions to address collocation issues in their negotiations.

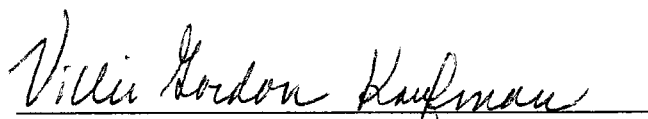
**REQUEST FOR RELIEF**

**WHEREFORE**, XO requests the following relief:

A. A Commission order suspending arbitration proceedings until the Parties have had a full opportunity to fully address all outstanding issues, to negotiate language to reflect their agreements in principle, and to more precisely identify the disputed issues;

B. After consideration of the evidence, a Commission order adopting XO's proposed resolution of the disputed issues and requiring that the Parties incorporate that resolution into an interconnection agreement; and,

C. Such other or further relief as the Commission finds fair, just, reasonable, and sufficient.



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Vice President, Legal and Regulatory Affairs  
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Nashville, TN 37201-2315  
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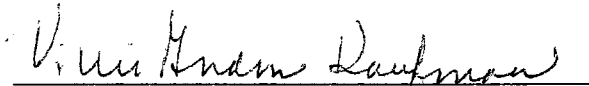
Attorneys for XO Florida, Inc.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the Petition for Arbitration has been furnished by (\*) hand delivery this 29th day of May 2003 to the following:

(\*) Staff Attorney  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

(\*) Susan Masterton  
Sprint Communications Company  
1313 Blair Stone Road  
P.O. Box 2214  
MS: FLTLHO0107  
Tallahassee, FL 32316

  
\_\_\_\_\_  
Vicki Gordon Kaufman

# **EXHIBIT A**

**XO Arbitration with Sprint**

XO Communications

One Front Street  
Suite 1850  
San Francisco, CA 94111  
USA



April 15, 2003

**VIA FACSIMILE**

John Clayton  
Director, Wholesale Markets  
Sprint  
6480 Sprint Parkway  
Overland Park, KS 66251

Re: Date on which Sprint received XO's request for negotiations under the Act

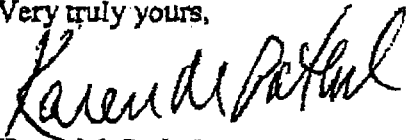
Dear Mr. Clayton:

The purpose of this letter is to confirm our agreement as to the date on which Sprint received XO's request for negotiations of an interconnection agreement pursuant to Section 252 of the Communications Act of 1934 ("Act") for the states of Florida, Nevada, and New Jersey.


Although Sprint and XO had been engaged in negotiations to replace their Master Interconnection and Resale Agreements for those states dated October 1, 2000, pursuant to Part B, Section 4.1, of those Agreements prior to October 1, 2002, Sprint and XO agree that for purposes of Section 252 of the Act, Sprint received XO's request for negotiations on December 20, 2002. Based on that date, the 135th day (the opening of the arbitration window) will fall on May 4, 2003, and the 160th day (closing of the window) will fall on May 29, 2003.

Please indicate your agreement with the foregoing by signing in the space provided below and return either the original or a copy to my attention. Thank you for your cooperation.

Very truly yours,

  
Karen M. Potkul

Agreed to by Sprint

By:   
John Clayton  
Director, Wholesale Markets

# **EXHIBIT B**

**XO Arbitration with Sprint**

September 12, 2002

**VIA EMAIL and FACSIMILE**

John W. Clayton  
Director, Local Carrier Markets  
Sprint  
6480 Sprint Parkway  
Overland Park, KS 66251

Dear John:

As you are aware, the Interconnection and Resale Agreements dated October 1, 2000 between The Nevada Division of Central Telephone Company D/B/A Sprint of Nevada and Telecommunications of Nevada, L.L.C., a.k.a. XO Nevada, L.L.C., between XO New Jersey, Inc. and United Telephone Company of New Jersey, Inc., and between XO Florida, Inc. and Sprint Florida, Inc., are scheduled to expire on October 1, 2002. The XO entities that are parties to those agreements (collectively "XO") hereby request negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 for interconnection agreements to replace those agreements. XO has completed the form that Sprint has requested from carriers requesting interconnection negotiations, and that form is attached.

Also enclosed is a redline of Sprint's template interconnection agreement (except the collocation section) that reflects XO's proposed revisions. XO has tried to capture all of the issues it has with the template but reserves the right to make additional proposed changes as necessary. We will provide a comparable redline of the collocation section shortly.

Pursuant to the Post Termination Interim Service Arrangements in Part B, Section 4 of the existing interconnection agreements, XO's understanding is that all parties will continue to honor the terms and conditions of the existing agreements either until the agreements are replaced with new agreements or for one year following the end of the current terms (*i.e.*, October 1, 2003), whichever occurs first.

This letter and the attached "Sprint CLEC Negotiation Request Forms" constitute XO's formal request for negotiations under the Act and triggers the applicable timeline for negotiation and, if necessary, arbitration. Please contact me on or before September 19, 2002 to confirm that Sprint has received this formal request for interconnection contract negotiations prior to expiration of the current terms of the existing interconnection agreements and the timeline



John W. Clayton  
September 12, 2002  
Page 2

associated therewith and that Sprint agrees with XO's interpretation of the post termination provisions of the existing agreements.

XO looks forward to negotiating with Sprint to establish new interconnection agreements in Florida, Nevada, and New Jersey.

Very truly yours,

Karen M. Potkul  
Vice President, Regulatory and External Affairs  
XO Communications, Inc.  
1924 Deere Avenue  
Santa Ana, CA 92705  
v. (949) 417-7766  
f. (949) 417-7572  
[karen.potkul@xo.com](mailto:karen.potkul@xo.com)

cc: A. Miller, XO  
G. Kopta, DWT  
K. Feeney, Sprint

# CLEC NEGOTIATION REQUEST FORM

09-12-02 \_\_\_\_\_ Telecommunications of Nevada LLC dba XO Communications LLC  
 Date (m/d/yyyy) \_\_\_\_\_ XO New Jersey, Inc.  
 \_\_\_\_\_ XO Florida, Inc.

CLEC Name (Legal Name including DBA to be included in the Contract)

NV

CLEC 4-Digit Operating Company Number (OCN)

CLEC Contact Name

(949) 417-7766 ext

Negotiator's Phone Number

2240 Corporate Circle Henderson, NV 89074

45 Eisenhower Drive Paramus, NJ 07562

5904-A Hampton Oaks Pkwy Tampa, FL 33610

CLEC Headquarters Address

CLEC City, State, Zip

1924 Deere Ave., Santa Ana CA 92705

CLEC's Negotiator's Address (if different than above)

(949) 417-7572

Negotiator's Fax Number

CLEC's Negotiator's Name (if different than above)

Karen.Potkul@xo.com

Negotiator's E-mail

Sue Wright

CLEC's Implementation Contact

sue.wright@xo.com

CLEC's Implementation Contact's E-mail

(509) 434-1553 ext.

CLEC's Implementation Contact's Phone Number

Do you want to opt-in to another CLEC/Sprint Agreement that has already been negotiated and approved by your requested State's PUC?  Yes  No

If so, do you know which one(s)?  Yes  No (please provide below the name of the Agreement per state.)

Please provide date (if known) next to each state requested concerning the anticipated market rollout.

Place an IR for Interconnection Resale; I for Interconnection; IPC for Interconnection/Resale & Physical Collocation; IVC for Interconnection/Resale & Virtual Collocation, R for Resale, A for Amendment associated with UNE Remand order (UNEP, EELS, Subloop, Dark Fiber, Line Sharing, etc.), IWM Inside Wire Maintenance, L for Line Sharing only; and if Other explain:

State	Market Rollout Date	Type of Agreement Requested (IR, I, IC, R, O)	Name of Agreement to opt-in to (if applicable)
FL	N/A	IPC	
IN			
KS			
MO			
MN			
NC			
NE			
NJ	N/A	IPC	
NV		IPC	
OH			
OR			
PA			
SC			
TN			
TX			
VA			
WA			
WY			

Is your company affiliated with any other CLEC or Telecommunications Company? If so, please provide the name of the Affiliated Company. \_\_\_\_\_

Please return to Sprint by return receipt e-mail: [clec.request@mail.sprint.com](mailto:clec.request@mail.sprint.com),  
addressed to: Sprint CLEC Negotiation Team

## PART A - DEFINITIONS

### 1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Article 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 Service Request (ASR)" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between XO and Sprint for Local Interconnection.
- ~~1.3~~ 1.4. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- ~~1.4~~ 1.5. "Act" means the Communications Act of 1934, as amended.
- ~~1.5~~ 1.6. "Affiliate" is as defined in the Act.
- ~~1.6~~ 1.7. "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 which defines the industry standard for message recording.
- ~~1.7~~ 1.8. "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.
- ~~1.8~~ 1.9. "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.
- ~~1.9~~ 1.10. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- ~~1.10~~ 1.11. "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.

~~1.11~~.1.12. "ATU – C" refers to an ADSL Transmission Unit – Central Office.

~~1.12~~.1.13. "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.

~~1.13~~.1.14. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.

1.15. "Calling Party Number (CPN)" is a CCS parameter which refers to the number transmitted through the network identifying the calling party.

~~1.14~~. "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.

~~1.15~~.1.16. "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.

~~1.16~~.1.17. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:

~~1.16.1~~.1.17.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.

~~1.16.2~~.1.17.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.

~~1.16.3~~.1.17.3. "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.

~~1.17~~.1.18. "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.

1.19. "Charge Number" is a CCS parameter which refers to the number

transmitted through the network identifying the billing number of the calling party.

~~1.18.~~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 [Insert Commission Name].

~~1.19.~~1.22. "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.

~~1.20.~~1.23. "Common Transport" provides a local interoffice transmission path between the Sprint Tandem Switch and a Sprint or CLEC end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.

1.24. "Competitive Local Exchange Carrier (CLEC)" means any entity or person authorized to provide local exchange services in competition with an ILEC.

~~1.21.~~1.25. "Confidential and/or Proprietary Information" has the meaning set forth in Article 11 of Part A -- General Terms and Conditions.

~~1.22.~~1.26. "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.

~~1.23.~~1.27. "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.

~~1.24.~~1.28. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.

~~1.25.~~1.29. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.

~~1.26.~~1.30. "Dedicated Transport" provides a local interoffice transmission path between Sprint and/or CLEC central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.

~~1.27.~~1.31. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.

~~1.28~~ 1.32. \_\_\_\_\_ “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.

~~1.29~~ “Directory Assistance Services” provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller’s direction.

~~1.30~~ 1.33. \_\_\_\_\_ “DSLAM” refers to a Digital Subscriber Line Access Multiplexer.

~~1.31~~ “Duct” is a single enclosed path to house facilities to provide telecommunications services.

~~1.32~~ 1.34. \_\_\_\_\_ “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.

~~1.33~~ 1.35. \_\_\_\_\_ “Effective Date” is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.

~~1.34~~ 1.36. \_\_\_\_\_ “Electronic Interface” means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.

~~1.35~~ 1.37. \_\_\_\_\_ “Emergency Response Agency” is a governmental entity authorized to respond to requests from the public to meet emergencies.

~~1.36~~ 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.

~~1.37~~ 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).”

~~1.38~~ “End Date” is the date this Agreement terminates as referenced in **Error! Reference source not found.** ~~Error! Reference source not found.~~ 4.2.

1.40.

1.41. “Enhanced Extended Link (EEL)” for purposes of this Agreement refers to a combination of unbundled network elements comprised of a NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.

1.42. “Enhanced 911 Service (E911)” means a telephone communication service which will automatically route a call dialed “9-1-1” to a designated

public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

1.43. "Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which:

1.43.1 requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions); or

1.43.2 poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

~~1.39~~1.44. "FCC" means the Federal Communications Commission.

~~1.40~~1.45. "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.

~~1.41~~1.46. "High Frequency Spectrum Unbundled Network Element" ("HFS UNE") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.

~~1.42~~1.47. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.

~~1.43~~1.48. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.

~~1.44~~1.49. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.

~~1.45~~1.50. "Information Access Traffic," for the purposes of this Agreement, is as defined in the Federal Communications Commission's ("FCC") April



27, 2002 Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic Order on Remand and Report and Order ("Reciprocal Compensation Order"), traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties.

~~1.46~~-1.51. "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~~-1.52. "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~~-1.53. "Local Loop" refers to a transmission path between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the Network Interface Device at a customer's premises, to which CLEC is granted exclusive use. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DS1-level signals.

~~1.49~~-1.54. "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.

~~1.50~~-1.55. "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.

~~1.51~~-1.56. "Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State 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.

~~1.52~~-1.57. "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.

~~1.53.~~1.58. “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.

1.59. “Non-Standard Non-Voice Grade Loop” is a pair of twisted wires which exceeds 18,000 feet in length and does not contain line conditioning equipment such as load coils, bridge taps, or range extenders.

~~1.54.~~1.60. “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.

~~1.55.~~1.61. “National Emergency Number Association (NENA)” is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

~~1.56.~~1.62. “Network Element” is as defined in the Act.

~~1.57.~~1.63. “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.

~~1.58.~~1.64. “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.

~~1.59.~~1.65. “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)

~~1.60~~.1.66. “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.

~~1.61~~.1.67. “Operator Services” provides for:

~~1.61.1~~.1.67.1. operator handling for call completion (e.g., collect calls);

~~1.61.2~~.1.67.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and

~~1.61.3~~.1.67.3. special services (e.g., BLV/BLI, Emergency Agency Call).

~~1.62~~.1.68. “Parity” means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to ~~XOCLEC~~, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to ~~XOCLEC~~ as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

~~1.63~~.1.69. “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~~.1.70. “Parties” means, jointly, [Insert Sprint Company Name] and [Insert CLEC Company Name], and no other entity, affiliate, subsidiary or assign.

~~1.65~~.1.71. “Party” means either [Insert Sprint Company Name] or [Insert CLEC Company Name], and no other entity, affiliate, subsidiary or assign.

~~1.66~~.1.72. “Percent Local Usage (PLU)” is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

~~1.67~~.1.73. “Physical Point of Interconnection” (“Physical POI”) is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks.

~~1.68~~.1.74. “Pre-Order Loop Qualification” (“Loop Qualification”) is an OSS

function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:

~~1.68.1~~ 1.74.1. Composition of the loop material, i.e. fiber optics, copper;

~~1.68.2~~ 1.74.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:

~~1.68.2.1~~ 1.74.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;

~~1.68.2.2~~ 1.74.2.2. Feeder/distribution interfaces;

~~1.68.2.3~~ 1.74.2.3. Bridge taps;

~~1.68.2.4~~ 1.74.2.4. Load coils;

~~1.68.2.5~~ 1.74.2.5. Pair gain devices; or

~~1.68.2.6~~ 1.74.2.6. Disturbers in the same or adjacent binders.

~~1.68.3~~ 1.74.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;

~~1.68.4~~ 1.74.4. Wire gauge or gauges; and

~~1.68.5~~ 1.74.5. Electrical parameters.

~~1.69~~ 1.75. "Proprietary Information" shall have the same meaning as Confidential Information.

~~1.70~~ 1.76. "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 ~~XOC~~ CLEC 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 ~~XOC~~ CLEC 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.

~~1.71~~ 1.77. "Routing Point" means a location which Sprint or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or CLEC 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.

- ~~1.72~~.1.78. “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~~.1.79. “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~~.1.80. “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~~.1.81. “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- ~~1.76~~.1.82. “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.
- ~~1.77~~.1.83. “Switch” means a Central Office Switch as defined in this Part A.
- ~~1.78~~.1.84. “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).
- ~~1.79~~.1.85. “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.
- ~~1.80~~.1.86. “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.

- ~~1.81~~ 1.87. “Technically Feasible” refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- ~~1.82~~ 1.88. “Telecommunications” is as defined in the Act.
- ~~1.83~~ 1.89. “Telecommunications Carrier” is as defined in the Act.
- ~~1.84~~ 1.90. “Telecommunication Services” is as defined in the Act.
- ~~1.85~~ 1.91. “Transit Service” means the delivery of Local or non-Local Traffic by Sprint or ~~XO~~CLEC, that (a) originated on one Party’s network, transited through the other Party’s network, and terminated to a third party Telecommunications Carrier’s network, or (b) originated on a third party Telecommunications Carrier’s network, transited through a Party’s network, and terminated to the other Party.
- ~~1.86~~ “Transit Traffic” means Local or non-Local traffic that (a) originated on one Party’s network, transited through the other Party’s network, and terminated to a third party Telecommunications Carrier’s network, or (b) originated on a third party Telecommunications Carrier’s network, transited through a Party’s network, and terminated to the other Party’s network.
- ~~1.87~~ 1.92. “Virtual Point of Interconnection” (“Virtual POI”) is the point established in a Sprint local calling area (different from the Sprint local calling area where the Physical POI is located) that delineates where CLEC’s transport obligations begin.
- ~~1.88~~ 1.93. “Wholesale Service” means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.
- ~~1.89~~ 1.94. “Wire Center” denotes a building or space within a building which serves as an aggregation point on a given carrier’s network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- ~~1.90~~ 1.95. “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

### 2.1. SCOPE OF THIS AGREEMENT

~~2.1.1.1.~~ This Agreement, including Parts A through J, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

~~2.2.1.2.~~ Sprint ~~may~~ will not discontinue any interconnection arrangement; Telecommunications Service provided for resale hereunder without providing XO thirty (30) days prior written notice. In the event of a network change or upgrade that results in Sprint discontinuing an interconnection arrangement; or Network Element provided or required hereunder, Sprint shall not discontinue such interconnection arrangement or Network Element without providing XO not less than thirty (30) days prior written notice. ~~after providing CLEC reasonable notice as required by law.~~ Sprint agrees to cooperate with ~~XO~~ CLEC 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. XO reserves the right to dispute such discontinuance of service under the Dispute Resolution provisions of this Agreement.

~~2.3.1.3.~~ Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

### 3.2. REGULATORY APPROVALS

~~3.1.2.1.~~ 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 CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

~~3.2.2.2.~~ 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 of each such Amended Rules relating to any of the provisions in this Agreement.

~~3.3.2.3~~ Notwithstanding any other provision of this Agreement to the contrary ~~§2.2.2.2~~ hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules.

### 4.3. **TERM AND TERMINATION**

~~4.3.1~~ This Agreement shall be deemed effective upon the Effective Date, provided however that if CLEC 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, provided CLEC has established a customer account with Sprint and has completed the Implementation Plan described in Article ~~3.1.3.2~~ hereof.

~~4.3.2~~ Except as provided herein, Sprint and CLEC agree to provide service to each other on the terms of this Agreement for a period from the Effective Date through and including \_\_\_\_\_, \_\_\_\_\_ (the "End Date").

~~4.3.3~~ 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 or initiate proceedings under the Dispute Resolution provisions of this Agreement within sixty (60) days after written notice ~~thereof~~ of the alleged default.

~~4.4.3.4~~ Sprint may terminate this Agreement upon ten (10) days notice if CLEC is not exchanging traffic with Sprint ~~and~~ has not submitted orders for services or unbundled network elements pursuant to this Agreement within 180 days of the Effective Date. In addition, Sprint reserves the right to seek Commission approval to terminate this Agreement immediately upon notice from XO or the



~~Commission that XO the CLEC that is has ceased doing business in this state. In addition to notice from CLEC, Sprint may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.~~

~~4.5.3.5.~~ Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

~~4.6.3.6.~~ Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon closure of the sale or trade after providing XO with not less than~~upon~~ sixty (60) days prior written notice. Sprint will try to provide to provide notice to XO of the sale or trade, if possible, and will abide by the Commission's order concerning the sale or trade. Nothing in this Agreement will prevent XO from petitioning the Commission regarding this issue.

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

~~5.1.4.1.~~ In the event that this Agreement expires under ~~§3.23.24.2~~, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under ~~§3.33.34.3~~, termination upon cessation of business under ~~§3.43.44.4~~, or for termination upon sale under ~~§3.63.64.6~~, Interconnection 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:

~~5.1.4.1.1.~~ a new agreement voluntarily entered into by the Parties, pending approval by the Commission; or

~~5.1.4.1.2.~~ 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

~~5.1.4.1.3.~~ an existing agreement between Sprint and another carrier, adopted by CLEC for the remaining term of that agreement. ~~If neither §5.1.1 nor §5.1.2 are in effect, and CLEC fails to designate an agreement under this subsection, then Sprint may designate such agreement.~~

~~5.2.4.2.~~ In the event that this Agreement expires under ~~§3.23.24.2~~, and at the time of expiration, the Parties are actually in negotiations or in arbitration or mediation before the appropriate Commission or FCC under §252 of the Act, then at the request of either Party, the Parties shall provide each other Interconnection services 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 an agreement resulting from the resolution of the issues set forth in such arbitration request.

## 6.5. CHARGES AND PAYMENT

~~6.1.5.1~~ In consideration of the services provided by Sprint under this Agreement, CLEC shall pay the undisputed charges set forth in Part C subject to the provisions of ~~§2.22-23-2~~ and ~~§2.32-33-3~~ hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part J.

~~6.2.5.2~~ Subject to the terms of this Agreement, the Parties shall pay undisputed invoices by the due date shown on the invoice. For undisputed invoices not paid when due, late payment charges will be assessed under ~~§5.45-46-4~~. Late payment charges will also be assessed under §5.45-46-4 for disputed amounts that are resolved in favor of the billing Party but shall not be assessed for disputed amounts that are resolved in favor of the billed Party. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

~~6.3.5.3~~ Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC") no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice.

~~6.4.5.4~~ Each Party ~~Sprint~~ will assess late payment charges to the other Party ~~CLEC~~ 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 under Sections 5.2 or 5.3, until the amount due is paid in full.

~~6.5~~ ~~Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with §39.~~

## 7.6. AUDITS AND EXAMINATIONS

~~7.1.6.1~~ 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. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement billed amounts. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which

will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

~~7.3.6.2.~~ Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).

~~7.3.6.3.~~ Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this § ~~6.36-37-3~~, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.

~~7.4.6.4.~~ Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with § ~~5.45-46-4~~ above.

~~7.5.6.5.~~ Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

~~7.6.6.6.~~ This Article ~~6.67~~ shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

## 8.7. **INTELLECTUAL PROPERTY RIGHTS**

~~8.1.7.1.~~ 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.

~~8.2.7.2.~~ 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.

~~8.3.7.3.~~ ~~Following notice of an infringement claim against Sprint based on the use by CLEC of a service or facility, CLEC shall at CLEC's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if CLEC fails to do so, Sprint may charge CLEC for such costs as permitted under a Commission order.~~ Following notice of an intellectual property claim against Sprint by third parties based on the use by XO of a service or facility, the Parties shall determine whether, and the extent to which, XO is obligated to procure from the appropriate third parties the right to continue to use the allegedly infringing intellectual property. If the Parties determine that XO is so obligated, the Parties will negotiate procurement of the required rights and the Party responsible for payment of any associated license fees or other costs. If the Parties are unable to agree on the resolution of some or all of these issues, either Party may seek resolution of the dispute pursuant to this Agreement.

## 9.8. LIMITATION OF LIABILITY

~~9.1.8.1.~~ Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article ~~9.1.9~~ to indemnify, defend, and hold the other party harmless against amounts payable to third parties. ~~Notwithstanding the foregoing, in no event shall Sprint's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.~~

## 10.9. INDEMNIFICATION

~~10.1.9.1.~~ 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. XO shall indemnify and hold harmless Sprint from:

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

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

9.3. Sprint shall indemnify and hold harmless XO from:

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

~~10.2.9.3.2~~ All claims by Sprint's subscribers arising from XO's discontinuance of service to Sprint because of nonpayment by Sprint. CLEC shall indemnify and hold harmless Sprint from all claims by CLEC's subscribers.

~~10.3~~ Sprint shall indemnify and hold harmless CLEC from all claims by Sprint's subscribers.

~~10.4.9.4~~ The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

~~10.5.9.5~~ The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.

~~10.6.9.6~~ The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense of an appropriately tendered claim, lawsuit, or demand the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

~~10.7.9.7~~ When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

~~10.8.9.8~~ In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services or Unbundled Network Elements 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

~~10.8.1.9.8.1~~ 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

~~10.8.2~~ 9.8.2 Consequential Damages (as defined in Article ~~889~~ above).

## 11.10. BRANDING

~~11.1~~ 10.1 CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which Sprint may directly communicate with CLEC subscribers. In those instances where CLEC requests that Sprint personnel interface with CLEC subscribers, such Sprint personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.

~~11.2~~ 10.2 Other business materials furnished by Sprint to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.

~~11.3~~ 10.3 Sprint shall not use any interface with XO subscribers authorized under this Section 10 to market Sprint services or to discourage subscribers from obtaining XO services. Except as specifically agreed by the Parties, in no event shall either Party provide information to the other Party's subscribers through the interfaces authorized in this Section 10 about the other Party or the other Party's products or services for the purpose of disparaging the other Party or its products and services. Nothing herein requires either Party to provide information about the other Party's products and services. ~~Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.~~

~~11.4~~ 10.4 Sprint shall share pertinent details of Sprint's training approaches related to branding with CLEC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.

~~11.5~~ 10.5 This Article ~~101011~~ shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

## 12.11. REMEDIES

~~12.1~~ 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.

## 13.12. CONFIDENTIALITY AND PUBLICITY

~~13.1~~ 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 and/or Proprietary Information").

~~13.2~~12.2. During the term of this Agreement, and for a period of two (2) years ~~one (1) year~~ thereafter, Recipient shall

~~13.2.1~~12.2.1. use it only for the purpose of performing under this Agreement,

~~13.2.2~~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

~~13.2.3~~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.

~~13.3~~12.3. Recipient shall have no obligation to safeguard Confidential Information

~~13.3.1~~12.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,

~~13.3.2~~12.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,

~~13.3.3~~12.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or

~~13.3.4~~12.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

~~13.4~~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.

~~13.5~~12.5. Each Party agrees that in the event of a breach of this ~~§12.4+3~~ by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

~~13.6~~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 ~~§12.6+3.6~~ 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.

~~13.7~~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, for promotional or other commercial purposes without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews unrelated to Commission, FCC, legislative or judicial proceedings in which this Agreement or the subject matter of this Agreement is at issue. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

~~13.8~~12.8. Except as otherwise expressly provided in this ~~§12.1-13~~, 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.

#### **14.13. DISCLAIMER OF WARRANTIES**

~~14.1~~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.

#### **15.14. ASSIGNMENT AND SUBCONTRACT**

~~15.1~~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.

~~15.2~~14.2. Except as provided in ~~§14.1-14.1-15.1~~, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be



unreasonably withheld or delayed, shall be void.

**16.15. GOVERNING LAW**

~~16.15.1.~~ This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the Commission's state, without regard to its conflicts of laws principles, shall govern. In all other respects, in the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

**17.16. RELATIONSHIP OF PARTIES**

~~17.16.1.~~ 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.

**18.17. NO THIRD PARTY BENEFICIARIES**

~~18.17.1.~~ 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.

**19.18. NOTICES**

~~19.18.1.~~ 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  
6480 Sprint Parkway  
KSOPHM0310-3A453  
Overland Park, KS 66251

If to CLEC: Karen M. Potkul  
XO Communications, Inc.  
1924 Deere Avenue  
Santa Ana, CA 92705

with a copy to: *[insert Sprint local POC]*

With a Copy to: Alaine Miller  
XO Communications, Inc  
1633 Westlake Avenue  
Suite 200  
Seattle, WA 98109-6124

~~19.2~~18.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. 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 §~~18~~19.

#### 20.19. WAIVERS

~~20.1~~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.

~~20.2~~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.

~~20.3~~19.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

#### 21.20. SURVIVAL

~~21.1~~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 §§ ~~556, 667, 778, 889, 9910, 121213, 171718, 191920, and 222223.~~

#### 22.21. FORCE MAJEURE

~~22.1~~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 §~~21~~22 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to §~~33~~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 CLEC.

## 23.22. DISPUTE RESOLUTION

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

23.2.22.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

23.3.22.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

23.4.22.4. After such period either Party may file a complaint with the FCC or the Commission.

## 24.23. COOPERATION ON FRAUD

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

## 25.24. TAXES

25.1.24.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to

collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

#### **26:25. AMENDMENTS AND MODIFICATIONS**

26:1-25.1. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

#### **27:26. SEVERABILITY**

27:1-26.1. Subject to § ~~2.22-23-2~~, 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.

#### **28:27. HEADINGS NOT CONTROLLING**

28:1-27.1. 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.

#### **29:28. ENTIRE AGREEMENT**

29:1-28.1. This Agreement, including all Parts and 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.

#### **30:29. COUNTERPARTS**

30:1-29.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

#### **31:30. SUCCESSORS AND ASSIGNS**

31:1-30.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

### 32.31. 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 provide to the other party and to update as necessary the following: form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team, provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.~~

~~32.2.31.1. 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~~ 31.1.1. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Part 3 and the trunk groups specified in Part 4 and, including standards and procedures, for notification and discoveries of trunk disconnects;
- ~~32.2.2~~ 31.1.2. disaster recovery and escalation provisions;
- ~~32.2.3~~ 31.1.3. access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
- ~~32.2.4~~ 31.1.4. escalation procedures for ordering, provisioning, billing, and maintenance;
- ~~32.2.5~~ 31.1.5. single points of contact for ordering, provisioning, billing, and maintenance;
- ~~32.2.6~~ 31.1.6. service ordering and provisioning procedures, including provision of the trunks and facilities;
- ~~32.2.7~~ 31.1.7. provisioning and maintenance support;
- ~~32.2.8~~ conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;
- 31.1.8. procedures and processes for Directories and Directory Listings;

- ~~32.2.10.~~ 31.1.9. billing processes and procedures;
- ~~32.2.11.~~ 31.1.10. 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 CLEC 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.

**32.32. FEDERAL JURISDICTIONAL AREAS**

~~32.32.1.~~ Article 1, §8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. ~~The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement.~~ Specifically, Sprint and its Affiliates have entered into a binding contract to provide exclusive telecommunications services for the Army and Air Force Exchange Service ("AAFES") during the term of this Agreement. The AAFES contract specifies, among other things, that Sprint shall provide all telecommunications services to officer and enlisted temporary living facilities (commonly named Bachelor Officer Quarters and Bachelor Enlisted Quarters) and to all unaccompanied enlisted personnel barracks on United States Army bases. Sprint will be entitled to refuse to resell telecommunications services where the end user is not authorized to select another service provider pursuant to the AAFES Agreement. XO is entitled to communicate to any potential XO customer that XO is unable to provide the customer telecommunications services because of the AAFES agreement.

## PART C - GENERAL PRINCIPLES

### ~~1. USE OF FACILITIES.~~

- ~~1.1. In situations where the CLEC 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 the CLEC by phone through the designated CLEC contact and via fax that it has had a request for service at the premise location that is currently being served by the CLEC;~~
- ~~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 CLEC and Sprint shall issue a disconnect order with respect to the CLEC service at that location.~~

### 1. PRICE SCHEDULE

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 3 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.<sup>1</sup>

### 2. LOCAL SERVICE RESALE

- ~~3.1.~~ The rates that CLEC XO shall pay to Sprint for Local Resale are as set forth in Table 1 of this Part and shall be applied consistent with the provisions of Part D of this Agreement.

### 3. INTERCONNECTION AND RECIPROCAL COMPENSATION

#### ~~APPLIES IF CLEC A NEW ENTRANT:~~

- ~~4.1.~~ 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. Information Access Traffic will be exchanged on a Bill and Keep basis. ~~the rate for local traffic inserted on Table 1 will be the applicable~~ Attachment and shall be applied consistent with the provisions of Attachment IV of this Agreement. Under this agreement, Sprint is only required to compensate.

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

~~4.1 state rate, or if in a state where FCC rates offered, CLEC accepts FCC rates, CLEC rejects state contract rates~~ 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:

~~37.1.1~~ 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*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (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:

~~4.1.1~~ Bill and Keep applies to Information Access Traffic between a CLEC end office and the Physical POI. CLEC is responsible for any necessary transport between virtual and physical POIs (See 6.1.2).

~~37.1.1.2~~ 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.

~~37.1.1.3~~ Bill and Keep does not apply to Local Traffic or Information Access Traffic originated by the CLEC, transiting Sprint's network, and terminated by a third party in which case applicable transit charges will apply as set forth in 37.4. Sprint will not assume transport and termination liabilities on behalf of the calls originated by the CLEC.

~~37.1.3~~ 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. ~~{keep unless it is a state where FCC rates offered already}~~

~~IF NOT A NEW ENTRANT (I.E. EXCHANGED TRAFFIC PURSUANT TO AN INTERCONNECTION AGREEMENT PRIOR TO FCC ORDER) AND NOT IN A STATE WHERE SPRINT OFFERED FCC RATES, THE FOLLOWING APPLIES:~~



37.1 The rates to be charged for the exchange of Local Traffic and Information Access Traffic are set forth in Table 1 and shall be applied consistent with the provisions of Part F of this Agreement. **[table 1 reflects appropriate state contract rates] What about CMRS traffic?**

37.1.1 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.

~~STATES WHERE SPRINT OFFERED FCC RATES:~~

~~if CLEC accepts FCC rates all traffic exchanged at the FCC rates:~~

~~37.1 The rates to be charged for the exchange of Local Traffic and Information Access Traffic are the rates established by the FCC as set forth in Table 1 and shall be applied consistent with the provisions of Part F of this Agreement. [table 1 is FCC rates]~~

~~if CLEC rejects FCC rates substitute the following:~~

~~37.1 Local Traffic will be compensated at the contract rate set forth in Table 1. Information Access Traffic will be compensated at the rates established by the FCC as set forth in Table 1. The rates shall be applied consistent with the provisions of Part F of this Agreement.~~

~~In state where FCC rates offered the following applies whether CLEC accepts or rejects:~~

~~37.1.1 Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is presumed to be Information Access Traffic. This presumption may be rebutted by either Party consistent with the provisions of the FCC's Order on Remand and Report and Order, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order").~~

~~37.1.1.1 Compensation for Information Access Traffic is subject to the growth cap. The growth cap will be applied as follows:~~

~~37.1.1.1.1 For the purposes of establishing a baseline for compensation for ISP-bound Traffic, the Parties shall use, on an annualized basis, the number of ISP-bound minutes for which CLEC was compensated during the first quarter of 2001, plus an additional ten percent growth factor.~~

~~37.1.1.1.2 In 2002, Sprint will compensate CLEC for Information Access Traffic up to a ceiling of the number of ISP-bound minutes calculated as a baseline in the preceding subsection, plus an additional ten percent growth factor.~~

~~37.1.1.1.3 In 2003, Sprint will compensate CLEC for Information Access Traffic up to the number of ISP-bound minutes for which CLEC was compensated during 2002.~~

~~Following provisions remain the same for all situations:~~

~~4.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties 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.~~

LNP will be used where available. INP is available in all Sprint service areas where LNP is not available. Once LNP is available, all INP arrangements will be converted to LNP. Where INP is available and a toll call is completed through Sprint's INP arrangement (e.g., remote call forwarding) to ~~CLEC's~~ XO's subscriber, ~~CLEC~~ XO shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations. If a national standard billing method has not been developed for a CLEC to directly bill a carrier access

for a toll call that has been completed using interim number portability, then the INP Rate specific to Access Settlements in this Part C will be used.

~~4.3.1.~~ The ported partyported-to Party shall charge the porting partyParty 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 INPINP'ed will be compensated as local interconnection as set forth in § 0.

~~37.3.1.37.137.1.~~

4.4. CLECXO shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Part when CLECwhen XO uses a Sprint access tandem to terminate a local call to a third party LEC or another CLEC. Sprint shall pay CLECXO a transit rate equal to the Sprint rate referenced above when Sprint uses a CLECan XO switch to terminate a local call to a third party LEC or another CLEC.

4.5. CLECThe Parties will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. SprintEach Party may request CLECthe other Party's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Sprintthe requesting Party. Should the documentation indicate that the factor should be changed by Sprintthe Parties, the Parties agree that any changes will only be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement, 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. CLECwill transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601) Party's access tariffs.

4.5.1. 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.

#### 4. UNBUNDLED NETWORK ELEMENTS

5.1. The charges that CLECshall pay to Sprint for Unbundled Network Elements are set forth in Table 1 of this Part C. XO shall pay to Sprint for Unbundled Network Elements are set forth in Table 1 of this Attachment I.

#### 6. SECURITY DEPOSIT

6.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it

is made more than 30 days after the bill date.

- 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 CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.
- 6.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC'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 CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC'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 CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or
  - 6.7.2. when CLEC files for protection under the bankruptcy laws; or
  - 6.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
  - 6.7.4. when this Agreement expires or terminates.

~~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 CLEC WHEN CLEC HAS MADE CURRENT PAYMENTS FOR CARRIER SERVICES TO SPRINT AND ALL SPRINT ILEC AFFILIATES FOR TWELVE (12) CONSECUTIVE MONTHS. OSS COST RECOVERY~~

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**5. TABLE 1 ATTACHMENT I NEVADA XO PRICES**

**Resale Discounts not including Operator / DA Services**

**21%**

**Operator & Directory Assistance Services**

**4.26%**

RATE ELEMENT (Note 1)	SOURCE	RECURRING RATE	NRC
<b>SERVICE ORDER / INSTALLATION / REPAIR</b>			
Manual Service Order			\$19.61
Electronic Service Order			\$2.67
Manual Service Order - Listing Only			\$10.34
Electronic Service Order - Listing Only			\$0.29
Manual Service Order - Change Only			\$9.60
Electronic Service Order - Change Only			\$1.16
LNP Administrative Charge			\$6.50
2-Wire Digital Data Loop Cooperative Testing			\$37.32
4-Wire Digital Data Loop Cooperative Testing			\$47.14
Trip Charge			\$19.34
Trouble Isolation and Testing			\$45.98
<b>NID</b>			
Network Interface Device		\$0.44	
Smart Jack		\$13.65	
2-Wire Nid			\$16.11
4-Wire Nid			\$18.26
NID Connection 2-Wire			\$2.07
<b>LINE SHARING</b>			
<b>CLEC Provides Splitter in Own Collocation Space</b>			
<b>3-Jumper Configuration</b>			
OSS Cost per Shared Line		\$0.74	
Cross Connects: 100 pr., MDF to Collocation Space (2 required)		\$30.82 Each	
Line Sharing - 3 Jumpers			\$24.38
<b>4-Jumper Configuration</b>			
OSS Cost per Shared Line		\$0.74	
Cross Connects: 100 pr., MDF to Collocation Space (4 required)		\$30.82 Each	
Line Sharing - 4 Jumpers			\$31.69
<b>CLEC Provides Splitter in Common Area of Central Office</b>			
<b>3-Jumper Configuration</b>			
Cost per 96-Line Splitter Shelf		\$18.84	
OSS Cost per Shared Line		\$0.74	
Cross Connects: 100 pr., MDF to Splitter Common Area (2 required)		\$23.87 Each	
Cross Connects: 100 pr., Splitter Common Area to Collocation Space (1 required)		\$18.03 Each	
Line Sharing - 3 Jumpers			\$24.38

<b>4-Jumper Configuration</b>			
Cost per 96-Line Splitter Shelf		\$18.84	
OSS Cost per Shared Line		\$0.74	
Cross Connects; 100 pr., MDF to Collocation Space (1 required)		\$30.82 Each	
Cross Connects; 100 pr., MDF to Splitter Common Area (3 required)		\$23.87 Each	
Line Sharing - 4 Jumpers			\$31.69
PRE-QUALIFICATION	SOURCE	RECURRING RATE	NRC
Loop Inquiry			\$33.36
LINE CONDITIONING PER LOCATION	SOURCE	RECURRING RATE	NRC
Engineering Charge - one per loop conditioned below			\$30.92
Trip Charge - one per loop conditioned below			\$18.98
<b>Load Coil Removal: Loops Over 18K Feet</b>			
Unload cable pair, UG, loop, per location			\$325.15
Unload add'l cable pair, UG, same time, location & cable, loop			\$1.14
Unload cable pair, AE, loop, per location			\$4.98
Unload add'l cable pair, AE, same time, location & cable, loop			\$0.98
Unload cable pair, BU, loop, per location			\$4.98
Unload add'l cable pair, BU, same time, location & cable, loop			\$0.98
<b>Remove Bridged Tap</b>			
Remove Bridged Tap, UG, per location			\$324.37
Remove one (1) add'l Bridged Tap, UG, same time, location & cable			\$0.36
Remove Bridged Tap, AE, per location			\$4.33
Remove one (1) add'l Bridged Tap, AE, same time, location & cable			\$0.33
Remove Bridged Tap, BU, per location			\$4.33
Remove one (1) add'l Bridged Tap, BU, same time, location & cable			\$0.33
<b>Remove Repeaters</b>			
Remove Repeater, UG, per location			\$324.37
Remove add'l Repeater, UG, same time, location & cable			\$0.36
Remove Repeater, AE, per location			\$4.33
Remove add'l Repeater, AE, same time, location & cable			\$0.33
Remove Repeater, BU, per location			\$4.33
Remove add'l Repeater, BU, same time, location & cable			\$0.33
LOOP	SOURCE	RECURRING RATE	NRC
<b>Analog 2 wire (without NID) (Note 3)</b>			
Band 1		\$8.02	
Band 2		\$9.02	
Band 3		\$9.80	
Band 4		\$11.93	
Band 5		\$141.77	
<b>Loops - Analog 2-Wire NRC</b>			

2-Wire New - First Line			\$67.63
2-Wire New - Add'l Line			\$28.06
2-Wire Re-install (CT/DCOP/Migrate)			\$11.97
<b>Analog 4 wire (without NID)</b>			
Band 1		\$11.23	
Band 2		\$12.63	
Band 3		\$13.72	
Band 4		\$16.70	
Band 5		\$198.48	
<b>Loops - Analog 4-Wire NRC</b>			
4-Wire New - First Line			\$90.03
4-Wire New - Add'l Line			\$50.29
4-Wire Re-install (CT/DCOP/Migrate)			\$16.99
<b>LOOP - xDSL CAPABLE</b>			
The following charge applies to all Digital and xDSL capable loops that are shorter than 18,000 feet in length. Separate Engineering and Travel charges DO NOT apply as these costs reflect 25 pair economies.			
All loops less than 18,000ft: Load Coil Removal per xDSL - Capable			
			\$0.47
2-Wire xDSL Loop - First Line			\$83.24
2-Wire xDSL Loop - Add'l Line			\$23.13
2-Wire xDSL Loop - Re-install (CT/DCOP/Migrate)			\$11.38
4-Wire xDSL Loop - First Line			\$103.36
4-Wire xDSL Loop - Add'l Line			\$44.31
4-Wire xDSL Loop - Re-install (CT/DCOP/Migrate)			\$14.63
<b>DS0 2 Wire Loop (ISDN-BRI-IDSL)</b>			
Band 1		\$8.92	
Band 2		\$9.92	
Band 3		\$10.70	
Band 4		\$12.83	
Band 5		\$142.67	
2-Wire ISDN-BRI-IDSL Loop - First Line			\$139.66
2-Wire ISDN-BRI-IDSL Loop - Add'l Line			\$81.66
2-Wire ISDN-BRI-IDSL Loop - Re-install (CT/DCOP/Migrate)			\$26.78
<b>DS0 4-Wire - 56, 64 kbps Loop</b>			
Band 1		\$11.23	
Band 2		\$12.63	
Band 3		\$13.72	
Band 4		\$16.70	
Band 5		\$198.48	
56, 64 kbps Loop - First Line			\$195.58
56, 64 kbps Loop - Add'l Line			\$136.53

	Band 1	\$56.66	
	Band 2	\$61.91	
	Band 3	\$63.52	
	Band 4	\$69.72	
	Band 5	\$288.92	
	DS1 - ISDN-PRI Loop - First Line		\$222.85
	DS1 - ISDN-PRI Loop - Addtl Line		\$170.80
<b>Loops - High-Capacity NRC</b>			
	Add DS3 to existing system		\$90.17
	Add OC3 to existing system		\$90.17
	Add OC12 to existing system		\$90.17
	<b>DS3</b>	<b>ICB</b>	
	<b>DARK FIBER</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>
			<b>NRC</b>
<b>Loops - Dark Fiber</b>			
	Dark Fiber Loop-Initial Patch Cord Installation, Field Location		\$22.75
	Dark Fiber Loop-Addtl Patch Cord Install, Field Loc - Same Time/Loc		\$8.13
	Dark Fiber Loop-Central Office interconnection 1-4 Patch Cords/CO		\$208.79
	Dark Fiber Loop - Special Construction for Fiber Pigtail		ICB
	Dark Fiber Loop - Interconnection		ICB
	Dark Fiber Transport - Initial Installation, 1-4 Patch Cords, per CO		\$208.79
	Dark Fiber End-to-End Testing, Initial Strand		\$53.64
	Dark Fiber End-to-End Testing, Subsequent Strands		\$16.25
<b>Interoffice, per foot per fiber</b>			
	Band 1	\$0.0024	
	Band 2	\$0.0039	
	Band 3	\$0.0064	
	Band 4	\$0.0089	
	Band 5	\$0.0169	
<b>Feeder, per fiber</b>			
	Band 1	\$118.04	
	Band 2	\$196.40	
	Band 3	\$267.92	
	Band 4	\$380.45	
	Band 5	\$633.27	
	Distribution Price Per Fiber	\$34.20	
<b>Misc. Components - Dark Fiber</b>			
	Fiber Patch Cord	\$1.00	
	Fiber Patch Panel	\$0.87	



SUB LOOP	SOURCE	RECURRING RATE	NRC
<b>2 Wire Voice Grade Feeder</b>			
Band 1		\$4.93	
Band 2		\$7.37	
Band 3		\$52.69	
Band 4		\$122.47	
Band 5		\$340.90	
<b>4 Wire Voice Grade Feeder</b>			
Band 1		\$7.01	
Band 2		\$10.47	
Band 3		\$74.82	
Band 4		\$173.91	
Band 5		\$484.08	
<b>2 Wire Voice Grade Distribution</b>			
Band 1		\$3.95	
Band 2		\$6.13	
Band 4		\$53.53	
Band 5		\$713.85	
<b>4 Wire Voice Grade Distribution</b>			
Band 1		\$5.61	
Band 2		\$8.70	
Band 3		\$15.60	
Band 4		\$76.02	
Band 5		\$1,013.67	
<b>2 Wire Digital Data Feeder</b>			
Band 1		\$4.93	
Band 2		\$7.37	
Band 3		\$52.69	
Band 4		\$122.47	
Band 5		\$340.90	
<b>4 Wire Digital Data Feeder</b>			
Band 1		\$7.01	
Band 2		\$10.47	
Band 3		\$74.82	
Band 4		\$173.91	
Band 5		\$484.08	
<b>2 Wire Digital Data Distribution</b>			
Band 1		\$3.95	
Band 2		\$6.13	

Band 4		\$53.53	
Band 5		\$713.85	
<b>4 Wire Digital Data Distribution</b>			
Band 1		\$5.61	
Band 2		\$8.70	
Band 3		\$15.60	
Band 4		\$76.02	
Band 5		\$1,013.67	
<b>Loops - Sub-Loops NRC</b>			
Sub-Loop Interconnection (Stub Cable)			ICB
2-Wire First Line			\$75.92
2-Wire Add'l Line			\$15.82
2-Wire Re-install			\$35.85
4-Wire First Line			\$92.80
4-Wire Add'l Line			\$25.31
4-Wire Re-install			\$46.40
2-Wire Disconnect Charge			\$25.31
4-Wire Disconnect Charge			\$30.58
<b>LOCAL SWITCHING</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Switched MOU (per minute of use)		\$0.0022	
Statewide Port		\$2.13	
Statewide Centrex Port		\$5.51	
PBX Trunk Connection Analog			\$101.56
PBX Trunk Connection (DS0)			\$101.56
PBX Trunk Connection (DS1)			\$233.20
<b>Customized Routing</b>			
Switch Analysis			\$82.82
Host Switch Translations			\$1,656.40
Remote Switch Translations			\$1,242.30
Host TOPS Translations			\$331.28
Remote TOPS Translations			\$165.64
<b>Operator Services Branding</b>			
0+ Ten Digits			\$3,648.76
411			\$800.00
<b>TANDEM SWITCHING</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Tandem Switched MOU (per minute of use)		\$0.0013	
<b>TRANSPORT</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>

Dedicated DS 1		see table below	\$221.40
Dedicated DS 3		see table below	\$252.55
Shared - State Wide Average		\$0.000493	
911 Trunk 2-Wire Analog			\$118.79
<b>UNE COMBINATIONS</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>UNE Platform</b>			
UNE-P 2 Wire Analog Loop - First Line, Switching, Common Transport			\$67.83
UNE-P 2 Wire Analog Loop - Add'l Line ordered same time/loc			\$28.08
UNE-P 2 Wire Analog Loop - Migrate Loop, Switching, Common Transport			\$11.97
<b>Enhanced Extended Link (EEL 1): DS0 Loop, 1/0 Mux, DS1 Transport</b>			
DS0 LOOP:		See local loop UNE result	
DS1 Transport:		See DS1 transport UNE Results	
Channel Bank Shelf/Common (Per DS1):		\$137.81	
Channel Bank Card (per DS0)		\$4.33	
EEL 1 2-Wire Analog - First Line			\$415.36
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered same time/loc.			\$154.21
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered different times			\$193.96
EEL 1 4-Wire Analog - First Line			\$437.56
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered same time/loc.			\$176.42
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered different times			\$216.16
EEL 1 2-Wire Digital Loop, First Line			\$487.19
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered same time/loc.			\$207.79
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered different times			\$265.79
EEL 1 4-Wire 56, 64 kbps Digital Loop - First Line			\$543.11
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered same			\$262.66
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered different			\$321.71
<b>Enhanced Extended Link (EEL 2): DS1 Loop, DS1 Transport</b>			
DS1 Loop:		See DS1 loop UNE results	
DS1 Transport:		See DS1 transport UNE results	
EEL 2 - DS1 Loop, DS1 Interoffice Transport			\$444.25
<b>Enhanced Extended Link (EEL 3): DS1 Loop, 3/1 Mux, DS3 Transport</b>			
DS1 Loop:		See DS1 loop UNE results	

DS3 Transport:		See DS3 transport UNE results	
3/1 Mux (Per DS3):		\$190.19	
EEL 3 - DS1 Loop - First DS1, DS1/3 Multiplexing, DS3 Interoffice Transport			\$677.35
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order same			\$372.75
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order different			\$424.83
EEL 3 - DS1 Loop - Migrate DS1 to CLEC DS3			\$85.11
<b>Enhanced Extended Link (EEL 4): DS3 Loop, DS3 Transport</b>			
DS3 Loop:		See DS3 loop UNE results	
DS3 Transport:		See DS3 transport UNE results	
EEL 4 - DS3 Loop, DS3 Interoffice Transport			ICB
EEL 4 - DS3 Loop, DS3 Transport - Migrate			\$102.36
<b>RECIPROCAL COMPENSATION</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>Transport</b>			
Dedicated DS1		see table below	\$221.40
Dedicated DS3		see table below	\$252.55
<b>INTERCONNECTION</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>These rates apply when collocation is not involved. For collocation rates, see the appropriate tariff.</b>			
<b>CROSS CONNECTION</b>			
DS0 Elec X-Conn (DS0 UNECC)		\$0.96	
DS1 Elec X-Conn (DS1 UNECC)		\$2.99	
DS3 Elec X-Conn (DS3 UNECC)		\$26.47	
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable		\$1.50	
<b>Multiplexing DS1 to DS0</b>			
Common Equipment for DS1 to DS0		\$137.81	
per DS0 charge		\$4.33	\$126.13
<b>Multiplexing DS3 to DS1</b>			
		\$190.19	\$201.98
<b>FEATURES</b>			
	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
CENTREX Features			\$24.35
- 3 Way Conf / Consult / Hold Transfer			\$0.00

- Conf Calling - 6 Way Station Control			\$14.26
- Dial Transfer to Tandem Tie Line			\$39.54
- Direct Connect			\$0.00
- Meet Me Conference			\$23.58
- Multi-Hunt Service			\$0.00
<b>COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
STP Port		\$450.00	\$289.64
STP Switching		\$0.9841	
56.0 Kbps, SS7 Link Channel Termination		\$65.00	\$185.63
56.0 Kbps, SS7 Link Channel Mileage		\$75.00	
SS7 link, 56.0 Kbps Channel Mileage per Mile		\$3.00	
1.544 MBPS, SS7 Link Channel Termination		\$120.00	
1.544 MBPS, SS7 Link Channel Mileage		\$70.00	
1.544 MBPS, SS7 Link Channel Mileage per Mile		\$5.40	
SS7 - Originating Point Code (OPC) Service			\$20.71
SS7 - Global Title Address Translation (GTT)			\$10.35
<b>CALL RELATED DATABASE</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
LIDB QUERY		Interstate Tariff	
800 Database Query		Interstate Tariff	
Toll Free Code Access Service query		Current tariff rate	
Toll Free Code Optional Service query		Current tariff rate	
<b>DIRECTORY ASSISTANCE SERVICES</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
DA Database Listing & Update per listing or update		\$0.06	
DA Data Base Query Service per query		\$0.011	
<b>TOLL &amp; LOCAL OPERATOR SERVICES</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Toll and Local Assistance Service (Live) per attempt		\$0.85	
<b>DA OPERATOR SERVICE</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
DA Operator Service (Live) per attempt		\$0.33	
<b>911 TANDEM PORT</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
<b>STREET INDEX GUIDE</b>	<b>SOURCE</b>	<b>RECURRING RATE</b>	<b>NRC</b>
Monthly Charge		\$41.00	
Tape Charge		\$50.00	

CUSTOMER NAME & ADDRESS (CNA)	SOURCE	RECURRING RATE	NRC
CNA per inquiry		\$0.32	

Note 1: Rates are based on TELRIC costing methodology unless otherwise noted.

Note 2: This nonrecurring rate is applied per each digital loop and is in addition to any applicable rates listed in the Service Order/Installation/Repair section.

For example, a DS0 2-wire loop would have the loop qualification charge of \$33.36 plus the Digital 2-Wire Installation charge of \$139.66

Note 3: When ordering an analog loop, the loop rate and the NID rate will apply unless the CLEC is supplying the NID and specifically orders the loop without the NID.

**Network Elements Price List**  
**Sprint of Nevada**  
**Point to Point Transport Rates**

		<u>DS1</u>	<u>DS3</u>	<u>Common</u>
<u>BLCYNVXF</u>	<u>HNSNNVXF</u>	<u>\$ 295.28</u>	<u>\$7,118.33</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXB</u>	<u>\$ 168.17</u>	<u>\$3,559.17</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXG</u>	<u>\$ 197.46</u>	<u>\$4,379.10</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXH</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXI</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXK</u>	<u>\$ 197.46</u>	<u>\$4,379.10</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXL</u>	<u>\$ 197.46</u>	<u>\$4,379.10</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXM</u>	<u>\$ 197.46</u>	<u>\$4,379.10</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXR</u>	<u>\$ 168.17</u>	<u>\$3,559.17</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXT</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXU</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXV</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>LSVGNVXW</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>NLVGNVXF</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>BLCYNVXF</u>	<u>NLVGNVXG</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXB</u>	<u>\$ 168.17</u>	<u>\$3,559.17</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXG</u>	<u>\$ 197.46</u>	<u>\$4,379.10</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXH</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXI</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXK</u>	<u>\$ 197.46</u>	<u>\$4,379.10</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXL</u>	<u>\$ 197.46</u>	<u>\$4,379.10</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXM</u>	<u>\$ 197.46</u>	<u>\$4,379.10</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXR</u>	<u>\$ 168.17</u>	<u>\$3,559.17</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXT</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXU</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXV</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>LSVGNVXW</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>NLVGNVXF</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>HNSNNVXF</u>	<u>NLVGNVXG</u>	<u>\$ 227.68</u>	<u>\$5,225.34</u>	<u>0.000493</u>
<u>LGLNNVXF</u>	<u>LSVGNVXB</u>	<u>\$ 431.48</u>	<u>ICB</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXG</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXH</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXI</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXK</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXL</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXM</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXR</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXT</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXU</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXV</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>LSVGNVXW</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>NLVGNVXF</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXB</u>	<u>NLVGNVXG</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>

<u>LSVGNVXG</u>	<u>LSVGNVXH</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>LSVGNVXI</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>LSVGNVXK</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>LSVGNVXL</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>LSVGNVXM</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>LSVGNVXR</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>LSVGNVXT</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>LSVGNV XU</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>LSVGNV XV</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>LSVGNV XW</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>NLVGNVXF</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXG</u>	<u>NLVGNVXG</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>LSVGNVXI</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>LSVGNVXK</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>LSVGNVXL</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>LSVGNVXM</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>LSVGNVXR</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>LSVGNVXT</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>LSVGNV XU</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>LSVGNV XV</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>LSVGNV XW</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>NLVGNVXF</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXH</u>	<u>NLVGNVXG</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>LSVGNVXK</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>LSVGNVXL</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>LSVGNVXM</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>LSVGNVXR</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>LSVGNVXT</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>LSVGNV XU</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>LSVGNV XV</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>LSVGNV XW</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>NLVGNVXF</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXI</u>	<u>NLVGNVXG</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXK</u>	<u>LSVGNVXL</u>	<u>\$ 93.79</u>	<u>\$1,639.86</u>	<u>0.000493</u>
<u>LSVGNVXK</u>	<u>LSVGNVXM</u>	<u>\$ 93.79</u>	<u>\$1,639.86</u>	<u>0.000493</u>
<u>LSVGNVXK</u>	<u>LSVGNVXR</u>	<u>\$ 93.79</u>	<u>\$1,639.86</u>	<u>0.000493</u>
<u>LSVGNVXK</u>	<u>LSVGNVXT</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXK</u>	<u>LSVGNV XU</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXK</u>	<u>LSVGNV XV</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXK</u>	<u>LSVGNV XW</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXK</u>	<u>NLVGNVXF</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXK</u>	<u>NLVGNVXG</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXL</u>	<u>LSVGNVXM</u>	<u>\$ 93.79</u>	<u>\$1,639.86</u>	<u>0.000493</u>
<u>LSVGNVXL</u>	<u>LSVGNVXR</u>	<u>\$ 64.51</u>	<u>\$ 819.93</u>	<u>0.000493</u>
<u>LSVGNVXL</u>	<u>LSVGNVXT</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXL</u>	<u>LSVGNV XU</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXL</u>	<u>LSVGNV XV</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXL</u>	<u>LSVGNV XW</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXL</u>	<u>NLVGNVXF</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXL</u>	<u>NLVGNVXG</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>



<u>LSVGNVXM</u>	<u>LSVGNVXR</u>	<u>\$ 93.79</u>	<u>\$1,639.86</u>	<u>0.000493</u>
<u>LSVGNVXM</u>	<u>LSVGNVXT</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXM</u>	<u>LSVGNVXU</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXM</u>	<u>LSVGNVXV</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXM</u>	<u>LSVGNVXW</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXM</u>	<u>NLVGNVXF</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXM</u>	<u>NLVGNVXG</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXR</u>	<u>LSVGNVXT</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXR</u>	<u>LSVGNVXU</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXR</u>	<u>LSVGNVXV</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXR</u>	<u>LSVGNVXW</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXR</u>	<u>NLVGNVXF</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXR</u>	<u>NLVGNVXG</u>	<u>\$ 126.34</u>	<u>\$2,486.11</u>	<u>0.000493</u>
<u>LSVGNVXT</u>	<u>LSVGNVXU</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXT</u>	<u>LSVGNVXV</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXT</u>	<u>LSVGNVXW</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXT</u>	<u>NLVGNVXF</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXT</u>	<u>NLVGNVXG</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXU</u>	<u>LSVGNVXV</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXU</u>	<u>LSVGNVXW</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>
<u>LSVGNVXU</u>	<u>NLVGNVXF</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXU</u>	<u>NLVGNVXG</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXV</u>	<u>LSVGNVXW</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXV</u>	<u>NLVGNVXF</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXV</u>	<u>NLVGNVXG</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXW</u>	<u>NLVGNVXF</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>LSVGNVXW</u>	<u>NLVGNVXG</u>	<u>\$ 156.57</u>	<u>\$3,332.36</u>	<u>0.000493</u>
<u>NLVGNVXF</u>	<u>NLVGNVXG</u>	<u>\$ 97.06</u>	<u>\$1,666.18</u>	<u>0.000493</u>

## PART D - LOCAL RESALE

### 1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

At the request of ~~CLEC~~XO and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to XO for resale Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Sprint to CLEC pursuant to this Part D are collectively referred to as "Local Resale."

- ~~1.2.~~ To the extent that this Part describes services which Sprint shall make available to ~~CLEC~~XO for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

### ~~2.~~ GENERAL TERMS AND CONDITIONS

- ~~2.1.~~ Pricing. The prices charged to ~~CLEC~~XO for Local Resale are set forth in Part C of this Agreement.

#### ~~2.1.1.~~ CENTREX Requirements

~~2.1.1.1.~~ At ~~CLEC's~~ option, ~~CLEC~~XO's option, XO may purchase the entire set of CENTREX features or a subset of any such features.

~~2.1.1.2.~~ All features and functions of CENTREX Service, including CENTREX Management System (CMS), whether offered under tariff or otherwise, shall be available to ~~CLEC for resale.~~ XO for resale.

~~2.1.1.3.~~ Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to ~~CLEC.~~ XO.

~~2.1.1.4.~~ Consistent with Sprint's tariffs, ~~CLEC~~XO, at its expense, may collect all data and aggregate the CENTREX local exchange, and IntraLATA traffic usage of ~~CLEC~~XO subscribers to qualify for volume discounts on the basis of such aggregated usage.

~~2.1.1.5.~~ ~~CLEC~~XO may request that Sprint suppress the need for ~~CLEC~~XO subscribers to dial "9" when placing calls outside the CENTREX System. Should ~~CLEC~~XO request this capability for its subscriber, the subscriber will not be able to use 4-digit dialing.

~~2.1.1.6.~~ ~~CLEC~~XO may resell call forwarding in conjunction with CENTREX Service.

~~2.1.1.7.~~ ~~CLEC~~XO may purchase any CENTREX Service for resale subject to the requirements of Sprint's tariff.

~~2.1.1.8.~~ Sprint shall make available to ~~CLEC~~XO for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to ~~CLEC~~XO for resale.

~~2.1.1.9.~~ CLEC XO may resell Automatic Route Selection ("ARS"). CLEC XO may aggregate multiple CLEC XO subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.

~~2.1.2.~~ Voluntary Federal and State Subscriber Financial Assistance Programs

~~2.1.2.1.~~ Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement. However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from CLEC XO and CLEC XO serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to CLEC XO in accordance with the procedures set forth herein.

~~2.1.3.~~ Grandfathered Services. Sprint shall offer for resale to CLEC XO all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide CLEC XO with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.

~~2.1.4.~~ Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with FCC and Commission Rules and Regulations.

~~2.1.5.~~ ~~COCOT lines~~ PUBLIC TELEPHONE ACCESS LINES will not be resold to ~~payphone service providers~~ at wholesale prices under this Agreement.

~~2.1.6.~~ Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Sprint shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.

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

~~2.1.8.~~ LIDB Administration

~~2.1.8.1.~~ Sprint shall maintain customer information for CLEC XO customers who

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

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

## PART E - NETWORK ELEMENTS

### 42.1. GENERAL

42.1.1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements (“UNEs”) such that XOCLEC will be able to subscribe to and interconnect to whichever of these unbundled elements XOCLEC requires for the purpose of providing local telephone service to its end users. XOCLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Attachment I or agreed to by the Parties. It is XOCLEC’s obligation to combine Sprint-provided UNEs with any facilities and services that XOCLEC may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part B, §Error! Reference source not found.Error! Reference source not found. of this Agreement.

### 43.2. UNBUNDLED NETWORK ELEMENTS

43.1.2.1. Sprint shall offer UNEs to XOCLEC for the purpose of offering Telecommunication Services to XOCLEC subscribers. Sprint shall offer UNEs to XOCLEC 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. UNEs include:

43.1.1.2.1.1. Network Interface Device (“NID”)

43.1.2.2.1.2. Local Loop

43.1.3.2.1.3. Sub Loop

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

43.1.4.1.2.1.4.1. Local Switching

43.1.4.2.2.1.4.2. Tandem Switching

~~43.1.5.2.1.5.~~ Interoffice Transport Facilities

~~43.1.5.1.2.1.5.1.~~ Common

~~43.1.5.2.2.1.5.2.~~ Dedicated

~~43.1.5.3.2.1.5.3.~~ Dark Fiber

~~43.1.6.2.1.6.~~ Signaling Networks & Call Related Databases

~~43.1.7.2.1.7.~~ Operations Support Systems

~~2.1.8. 2.1.8.~~ High Frequency Spectrum Unbundled Network Element (“HFS UNE”)

~~2.1.9.~~ Enhanced Extended Loop

~~2.1.10.~~

~~43.2.2.2.~~ XOCLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing. Except as provided elsewhere in this Agreement, it is XOCLEC's obligation to combine Sprint provided UNEs with any and all facilities and services ~~whether provided by XO Sprint, CLEC,~~ or any other party.

~~43.3.2.3.~~ Each UNE provided by Sprint to XOCLEC 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.

~~2.4.~~ The provisioning of Unbundled Network Elements in combination or individually is limited to existing facilities to the extent that Sprint imposes the same limitations on retail end users or other wholesale customers who purchase the services provisioned using those Unbundled Network Elements. Sprint is obligated to construct additional facilities to accommodate XO's request for Unbundled Network Elements only to the extent, and pursuant to the same terms and conditions, Sprint constructs additional facilities to accommodate retail end users or other wholesale customer requests for services provisioned using those Unbundled Network Elements.

~~44.3.~~ **BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING**

~~44.1.3.1.~~ The receiving Party shall promptly consider and analyze access to categories of UNEs not covered in this Agreement, and requests where facilities and necessary equipment are not available with the submission of a Network Element Bona Fide Request hereunder.

~~44.2.3.2.~~ A UNE Bona Fide Request (“BFR”) shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each requested UNE.

~~44.3.3.3.~~ The requesting Party may cancel a UNE Bona Fide Request at any

time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.

~~44.4.3.4.~~ Within five (5) business days of its receipt, the receiving Party shall acknowledge receipt of the UNE Bona Fide Request.

~~44.5.3.5.~~ Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm whether the receiving Party will offer access to the UNE, including whether it is technically or operationally feasible.

~~44.6.3.6.~~ Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.

~~44.7.3.7.~~ Except under extraordinary circumstances, upon receipt of written authorization from the requesting Party, the receiving Party shall, within 30 days develop the applicable prices.

~~44.8.3.8.~~ Within thirty (30) days of receipt of the price quote, the requesting Party shall, if it wishes to proceed, notify the receiving Party in writing of its acceptance of the price quote and authorization to proceed.

~~44.9.3.9.~~ As soon as feasible, but not more than sixty (60) days after receipt of the acceptance of the price quote and written authorization to proceed with developing and provisioning the service(s) in the UNE Bona Fide Request, the receiving Party shall provide to the requesting Party the date by which the service(s) can be provided by Sprint.

~~44.10.3.10.~~ Within thirty (30) days of its receipt of the date by which the UNE service(s) can be provisioned, the requesting Party must either confirm, in writing, its order for the UNE service(s), or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in §23 of this Agreement.

~~44.11.3.11.~~ 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 §23 of this Agreement.

#### 45.4. NETWORK INTERFACE DEVICE

~~45.4.1.~~ Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific

mechanical design.

~~45.2.4.2.~~ The function of the NID is to establish the network demarcation point between a carrier (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.

~~45.2.4.3.~~ XOCLEC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, XOCLEC may request them pursuant to process detailed in Article ~~23.43~~ herein.

~~45.4.4.4.~~ Sprint will provide XOCLEC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. If necessary, Sprint will dispatch a technician and tag the wiring at the XOCLEC's request. In such cases the charges specified in Attachment I will apply.

~~45.5.4.5.~~ Sprint will not provide specialized (Sprint non-standard) NIDS.

~~45.6.4.6.~~ 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 XOCLEC's NID and shall maintain a connection to ground that meets applicable industry standards. Each party shall ground its NID independently of the other party's NID.

## 46.5. LOOP

~~46.1.5.1.~~ The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as DSLAMS) owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises. Terms and conditions for the provision of dark fiber are set forth in ~~§13.43.5.4~~ of this Agreement. The demarcation point is that point on the loop where ~~Sprint~~ the telephone company'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.

Conditioned Loops. Sprint will condition loops at and to the extent of XOCLEC's request. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Attachment I, except for DS1s for which Sprint shall assess charges in accordance with the Stipulation submitted to the Nevada Commission on August 13, 2002, and approved on September 12, 2002 in Docket Nos. 02-1039/ and 01-1049/01-3001.



~~46.2.5.2.~~ Conditioning charges apply to all loops irrespective of the length of the loop.

~~46.3.5.3.~~ At XOCLEC'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.

~~46.3.1.5.3.1.~~ Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with XOCLEC's staff ("Cooperative Testing").

~~46.3.2.5.3.2.~~ Cooperative testing will be provided by Sprint at GLEC's expense the rates specified in Attachment 1. Sprint technicians will try to contact XOCLEC's representative at the conclusion of installation. If ~~XO~~ the GLEC does not respond within ~~15~~ 30 minutes, Sprint may, ~~in its sole discretion,~~ abandon the test and XOCLEC will be charged for the test. If Sprint technicians fail to contact XO's representative at the conclusion of installation or otherwise do not conduct the cooperative testing when scheduled, Sprint will arrange with XO to conduct the cooperative testing at another time and will not charge XO for the test.

~~46.3.3.5.3.3.~~ Sprint will charge XOCLEC at the rates set out on Attachment 1 for repair only, when the location of the trouble on an ~~XO-GLEC-reported~~ trouble ticket is determined to be in XOCLEC's network.

~~46.4.5.4.~~ Voice Grade Loop Capabilities

~~46.4.1.5.4.1.~~ 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 ~~XO~~ the GLEC's customer's premises. XOCLEC shall not install equipment on analog loops that exceeds the specified bandwidth.

~~46.4.2.~~ If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at XOCLEC'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.

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

~~46.5.5.5.~~ Non-Voice Grade Loops

~~46.5.1~~ 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 XOCLEC 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. XOCLEC must disclose to Sprint every SMC that XOCLEC has implemented on Sprint's facilities to permit effective Spectrum Management. If XOCLEC requires a change in the SMC of a particular loop, XOCLEC 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.

~~46.5.2~~ 5.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in §~~Error! Reference source not found.~~ of this Agreement.

~~46.5.3~~ 5.5.3. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities and necessary equipment are available, Sprint will make alternative arrangements available to XOCLEC at XOCLEC's request, to provide an unbundled voice grade loop. Alternative arrangements may include existing copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.

~~46.5.4~~ 5.5.4. Where facilities and necessary equipment are not available, XOCLEC requests will be processed through the BFR process. XOCLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.

~~46.5.5~~ 5.5.5. XOCLEC will submit a BFR for non-voice grade loops that are not currently price listed.

~~46.5.6~~ 5.5.6. Reverse ADSL Loops. If XOCLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of

Sprint's regular feeder or distribution plant.

~~46.5.7.5.5.7.~~ XOCLEC shall meet the power spectral density requirement given in the respective technical references listed below:

~~46.5.7.1.5.5.7.1.~~ For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

~~46.5.7.2.5.5.7.2.~~ 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.

~~46.5.7.3.5.5.7.3.~~ For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.

~~46.5.7.4.5.5.7.4.~~ As an alternative to § ~~5.5.7.15.5.7.1~~ ~~46.5.7.1~~ XOCLEC 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.

~~46.6.5.6.~~ Non-Standard Non-Voice Grade Loops

~~46.6.1.5.6.1.~~ If XOCLEC requests an 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 SMC requirements set forth in §46.5 are applicable.~~

~~46.7.5.7.~~ Adherence to National Industry Standards

~~46.7.1.5.7.1.~~ In providing advanced service loop technology, Sprint shall allow XOCLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

~~46.7.2.5.7.2.~~ 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:

~~46.7.2.1.5.7.2.1.~~ Complies with existing industry standards, including an industry-standard PSD mask, as well as

modulation schemes and electrical characteristics;

~~46.7.2.2~~ 5.7.2.2. Is approved by an industry standards body, the FCC, or any state commission or;

~~46.7.2.3~~ 5.7.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; ~~provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 46.7.2.3; the burden is on CLEC 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.~~

~~46.7.3~~ 5.7.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering Party and give that Party ~~em~~ a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected Parties are unable to resolve the problem, they may seek resolution of the problem through the Dispute Resolution provisions of this Agreement ~~will present factual evidence to the State Commission for review and determination.~~ If the decision maker ~~Commission~~ determines that the deployed technology is the cause of the interference, the deploying Party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

~~46.7.4~~ 5.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to § ~~5.7.25-7.2~~ 46.7.2, the degraded service shall not prevail against the newly deployed technology.

~~46.7.5~~ 5.7.5. If Sprint denies a request by XOCLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

~~46.7.6~~ 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 the recognized standards body, XO ~~the CLEC~~ will use reasonable efforts to upgrade its equipment to the adopted standard within 60 days of the standard being adopted.

~~46.8~~ 5.8. Information to be Provided for Deployment of Advanced Services.

~~46.8.1~~ 5.8.1. In connection with the provision of advanced services, Sprint shall provide to XOCLEC:

~~46.8.1.1~~ 5.8.1.1 information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;

~~46.8.1.2~~ 5.8.1.2 information with respect to the rejection of XOCLEC's provision of advanced services, together with the specific reason for the rejection; and

~~46.8.1.3~~ 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.

~~46.8.2~~ 5.8.2. In connection with the provision of advanced services, XOCLEC shall provide to Sprint the following information on the type of technology that XOCLEC seeks to deploy where XOCLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

~~46.8.2.1~~ 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;

~~46.8.2.2~~ 5.8.2.2 the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if XOCLEC requires a change in the SMC of a particular loop, XOCLEC shall notify Sprint in writing of the requested change in SMC (via a service order);

~~46.8.2.3~~ 5.8.2.3 to the extent not previously provided XOCLEC must disclose to Sprint every SMC that the XOCLEC has implemented on Sprint's facilities to permit effective Spectrum Management.

~~46.8.3~~ 5.8.3. In connection with the provision of HFS UNE, if XOCLEC 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.

~~46.9~~ At XOCLEC's request, Sprint will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the loop or as a separate service subsequent to the ordering of the loop.

~~46.9.1~~ Sprint will include the following information on the label: order number, due date, XOCLEC name, and the circuit number.

~~46.9.2~~ Tag and Label is available on the following types of loops: 2- and 4-wire analog loops; 2- and 4-wire xDSL-capable loops; DS0-2- and 4-wire loops; and DS1-4-wire loops.

~~46.9.3.5.8.4. XOCLEC must specify on the order form whether each loop should be tagged and labeled.~~

~~46.10.5.9. The rates for loop tag and label and related services are set forth on Attachment A, which is incorporated into and made a part of this agreement.~~

## **47.6. SUBLOOPS**

~~47.1.6.1.~~ Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault or at the MDF.

~~47.3.6.2.~~ 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.

~~47.3.6.3.~~ Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to ~~XOCLEC~~ covering the interconnection time intervals, prices and other information based on the BFR process as set forth in ~~§3.44~~ of this Agreement. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

~~47.4.6.4.~~ Reverse ADSL Loops. If ~~XOCLEC's~~ ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

~~47.5.6.5.~~ To the extent Sprint owns inside wire and related maintenance for itself and its customers, Sprint will provide ~~XOCLEC~~ existing inside wire, including intrabuilding and interbuilding cable, at any accessible point, where technically feasible. Where available, inside wire is offered separate from the UNE loop, and the rates for inside wire are distinct from the loop rates.

~~47.5.1.6.5.1.~~ Inside wire is the wire, owned by Sprint, and located on the customer's side of the network interface (NI), as defined in C.F.R. §51.319(a)(2)(i). Inside wire also includes interbuilding and intrabuilding cable. Interbuilding cable means the cable between buildings in a campus setting (i.e. between multiple buildings at a customer location).

~~47.5.1.1~~ 6.5.1.1. Intrabuilding cable means the cable running vertically and horizontally within a building.

~~47.5.1.2~~ 6.5.1.2. Intrabuilding cable includes riser cable and plenum cable.

~~47.5.2~~ 6.5.2. Sprint will not provide or maintain inside wire in situations that would pose a significant threat to ~~where it determines there are health or safety concerns in doing so.~~

~~47.6~~ 6.6. Requests for inside wire, including ordering and provisioning, will be handled on an Individual Case Basis (ICB) due to the uniqueness of each instance where Sprint may own inside wire. The application of prices for inside wire will be matched to the specific facilities located at the site where it is being sold. The prices for inside wire are reflected in the standardized price list for the components for inside wire, including interbuilding cable, intrabuilding cable, SAI, riser cable and plenum cable. Non-recurring interconnection costs and charges will be determined on a site-specific basis and are dependent upon the facilities present at the location. The purchase of inside wire may necessitate the purchase of other facilities, including but not limited to, loop, network interface devices (NIDs), building terminals, and/or serving area interfaces (SAIs).

#### 48.7. LOCAL SWITCHING

~~48.1~~ 7.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), ~~CLEC~~ End User customer 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 Article 77.48 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas, as long as Sprint offers and provides EELs throughout its service territory in those areas.~~

~~48.2~~ 7.2. Sprint will provide customized routing at ~~XO~~ CLEC's request where technically feasible. Customized routing enables ~~XO~~ the CLEC to route ~~their~~ its customer's traffic differently than normally provided by

Sprint. For example, customized routing will allow ~~XO~~the-CLEC to route their customer's operator handled traffic to a different provider. ~~XO~~CLEC requests will be processed through the BFR process. Pricing will be on a time and materials basis.

~~48.3.7.3.~~ Technical Requirements

~~48.3.1.7.3.1.~~ Sprint shall provide its standard recorded announcements (as designated by ~~XO~~CLEC) and call progress tones to alert callers of call progress and disposition. ~~XO~~CLEC will use the BFR process for unique announcements.

~~48.3.2.7.3.2.~~ Sprint shall change a subscriber from Sprint's Telecommunications Services to ~~XO~~CLEC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by ~~XO~~CLEC.

~~48.3.3.7.3.3.~~ Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.

~~48.3.4.7.3.4.~~ Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.

~~48.4.7.4.~~ Interface Requirements. Sprint shall provide the following interfaces:

~~48.4.1.7.4.1.~~ Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

~~48.4.2.7.4.2.~~ Coin phone signaling;

~~48.4.3.7.4.3.~~ Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

~~48.4.4.7.4.4.~~ Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

~~48.4.5.7.4.5.~~ Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and

~~48.4.6.7.4.6.~~ Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems).

~~48.5.7.5.~~ Sprint shall provide access to interfaces, including but not limited to:

~~48.5.1.7.5.1.~~ SS7 Signaling Network, Dial Pulse or Multi-Frequency



trunking if requested by XOCLEC;

~~48.5.3.7.5.2.~~ Interface to XOCLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and

~~48.5.3.7.5.3.~~ Interface to XOCLEC directory assistance services through the XOCLEC switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other XOCLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

## 49.8. TANDEM SWITCHING

~~49.1.8.1.~~ Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLECs, Sprint, independent telephone companies, IXC and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.

### ~~49.2.8.2.~~ Technical Requirements

~~49.2.1.8.2.1.~~ The requirements for Tandem Switching include, but are not limited to, the following:

~~49.2.1.1.8.2.1.1.~~ Interconnection to Sprint tandem(s) will provide XOCLEC 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.

~~49.2.1.2.8.2.1.2.~~ Interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers which are connected to that tandem.

~~49.2.1.3.8.2.1.3.~~ Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide XOCLEC access to Sprint's end offices.

~~49.2.2.8.2.2.~~ Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

~~49.2.3.8.2.3.~~ To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by XOCLEC.

~~49.2.4.8.2.4.~~ Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on XOCLEC traffic shall be at Parity with controls being provided or

imposed on Sprint traffic (e.g., Sprint shall not block ~~XOCLEC~~ traffic and leave its traffic unaffected or less affected).

~~49.2.5.8.2.5.~~ The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

~~49.2.6.8.2.6.~~ Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

~~49.3.8.3.~~ Interface Requirements

~~49.3.1.8.3.1.~~ Direct trunks will be utilized for interconnection to Sprint Tandems, excluding transit traffic via common trunks as may be required under the Act.

~~49.3.2.8.3.2.~~ Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

**50.9. PACKET SWITCHING**

~~50.1.9.1.~~ Sprint will provide ~~XOCLEC~~ unbundled packet switching if all of the following conditions are met:

~~50.1.1.9.1.1.~~ Sprint has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems, or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

~~50.1.2.9.1.2.~~ There are no spare copper loops cable of supporting the xDSL services the requesting carrier seeks to offer;

~~50.1.3.9.1.3.~~ Sprint has not permitted the requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. §51.319(b); and

~~50.1.4.9.1.4.~~ Sprint has deployed packet switching capability for its own use.

**51.10. TRANSPORT**

~~51.1.10.1.~~ Shared Transport. Sprint will offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared Transport is shared between multiple carriers and must be switched at a tandem. 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.

~~§1.1.1.10.1.1.~~ Sprint may provide Shared Transport at DS-0, DS-1, DS-3, STS-1 or higher transmission bit rate circuits.

~~§1.1.2.10.1.2.~~ Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Shared Transport.

~~§1.2.10.2.~~ 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 ~~§13.13.54.~~ Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers owned by Sprint or requesting telecommunications carriers, or between switches owned by Sprint or requesting telecommunications carriers.

~~§1.2.1.10.2.1.~~ Technical Requirements

~~§1.2.1.1.10.2.1.1.~~ Where technologically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows:

~~§1.2.1.1.1.10.2.1.1.1.~~ When Sprint provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3, STS-1) shall be dedicated to ~~XOCLEC~~ designated traffic.

~~§1.2.1.1.2.10.2.1.1.2.~~ Where Sprint has technology available, Sprint shall offer Dedicated Transport using currently available technologies including, but not limited to, DS1, ~~and DS3~~ and OC-N 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 Multiplexing. Sprint will offer multiplexing as part of Dedicated Transport. The prices for multiplexing are included in Attachment A.

## §2.11. SIGNALING SYSTEMS AND DATABASES

~~52.1.11.1.~~ 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 based on this contract. If through interconnections ~~XOCLEC~~ has access to Sprint's SS7 Network, they therefore have the ability to perform database queries. If the event arises and ~~XOCLEC~~ accesses these databases, Sprint has the right to bill for such services.

~~52.2.11.2.~~ Signaling Systems

~~52.2.1.11.2.1.~~ Signaling Link Transport

~~52.2.1.1.11.2.1.1.~~ Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between ~~XOCLEC~~-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.

~~52.2.1.2.11.2.1.2.~~ Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

~~52.2.2.11.2.2.~~ Signaling Transfer Points (STPs)

~~52.2.2.1.11.2.2.1.~~ Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points.

~~52.2.3.11.2.3.~~ 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:

~~52.2.3.1.11.2.3.1.~~ Sprint Local Switching or Tandem Switching;

~~52.2.3.2.11.2.3.2.~~ Sprint Service Control Points/Databases;

~~52.2.3.3.11.2.3.3.~~ Third-party local or Tandem Switching systems; and

~~52.2.3.4.11.2.3.4.~~ Third party provides STPs.

~~52.2.4.11.2.4.~~ Interface Requirements. Sprint shall provide the following STP options to connect ~~XOCLEC~~ or ~~XOCLEC~~-designated local

switching systems or STPs to the Sprint SS7 network:

~~52.2.4.1~~ 11.2.4.1. An A-link interface from ~~XOCLEC~~ local switching systems; and

~~52.2.4.2~~ 11.2.4.2. B- or D-link interface from ~~XOCLEC~~ STPs.

~~52.2.4.3~~ 11.2.4.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

~~52.2.4.3.1~~ 11.2.4.3.1. An A-link layer shall consist of two links,

~~52.2.4.3.2~~ 11.2.4.3.2. A B- or D-link layer shall consist of four links,

~~52.2.4.3.3~~ 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 ~~XOCLEC~~ shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

~~52.3~~ 11.3. Line Information Database (LIDB)

~~52.3.1~~ 11.3.1. The LIDB is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements, or ~~XOCLEC~~'s network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the Sprint CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

~~52.3.2~~ 11.3.2. Technical Requirements

~~52.3.2.1~~ 11.3.2.1. Prior to the availability of Local Number Portability, Sprint shall enable ~~XOCLEC~~ to store in Sprint's LIDB any subscriber Line Number of Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by

that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by XOCLEC.

~~52.3.2.2~~ 11.3.2.2. Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with XOCLEC, shall enable XOCLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.

~~52.3.2.3~~ 11.3.2.3. Sprint shall perform the following LIDB functions for XOCLEC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.

~~52.3.2.3.1~~ 11.3.2.3.1. XOCLEC shall specify each point within the Client's networks that may originate queries to Sprint's LIDB. This shall be communicated to the Sprint network point of contact via the format in Appendix C.

~~52.3.2.4~~ 11.3.2.4. Sprint shall provide access to Sprint's SS7 gateway to other non-Sprint LIDB providers.

~~52.3.2.5~~ 11.3.2.5. Sprint shall process XOCLEC's subscribers' records in LIDB at Parity with Sprint subscriber records, with respect to other LIDB functions Sprint shall indicate to XOCLEC what additional functions (if any) are performed by LIDB in their network.

~~52.3.2.6~~ 11.3.2.6. Sprint shall perform backup and recovery of all of XOCLEC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

~~52.3.3~~ 11.3.3. Compensation and Billing

~~52.3.3.1~~ 11.3.3.1. Access by XOCLEC to LIDB information in Sprint's LIDB Database - XOCLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

~~52.3.3.2~~ 11.3.3.2. Access to Other Companies' LIDB Database - Access to other companies' LIDB shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for LIDB queries and switching of \$0.065 for a combined rate of \$0.0685.

~~52.3.3.3~~ Billing - Invoices will be sent out by the 15<sup>th</sup> of each month on a LIDB-specific invoice.

~~52.3.3.4~~ Late Payments - All charges and fees not paid by XOCLEC 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.

~~52.3.3.5~~ 11.3.3.3. Disputes - If XOCLEC has any dispute associated with the invoice, XOCLEC 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 XOCLEC's receipt of any such invoice, Sprint fails for any reason to provide XOCLEC access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to XOCLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating

~~to a dispute amount shall be reflected on the Statement issued after resolution.~~

~~52.3.4.11.3.4.~~ 11.3.4. Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by XOCLEC and XOCLEC'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 XOCLEC or its customers in any form.

~~52.4.11.4.~~ 11.4. Calling Name Database (CNAM)

~~52.4.1.11.4.1.~~ 11.4.1. The CNAM database is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements, or XOCLEC's network, and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties name to be delivered and displayed to the terminating caller with 'Caller ID with Name'.

~~52.4.2.11.4.2.~~ 11.4.2. Technical Requirements

~~52.4.2.1.11.4.2.1.~~ 11.4.2.1. Storage of XOCLEC Caller Names in the Sprint CNAM Database is available under the terms of a separate contract.

~~52.4.2.2.11.4.2.2.~~ 11.4.2.2. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to Calling Name Service Queries.

~~52.4.2.2.1.11.4.2.2.1.~~ 11.4.2.2.1. XOCLEC shall specify each point within XOCLEC's networks that may originate queries to Sprint's CNAM database. This shall be communicated to the Sprint network point of contact via the format in Appendix C.

~~52.4.2.3.11.4.2.3.~~ 11.4.2.3. Sprint shall provide access to Sprint's SS7 gateway to other non-Sprint CNAM providers for the purpose of receiving and responding to Calling Name Queries where the names are stored in other non-Sprint databases.

~~52.4.3.11.4.3.~~ 11.4.3. Compensation and Billing

~~52.4.3.1.11.4.3.1.~~ 11.4.3.1. Access by XOCLEC to CNAM information in Sprint's CNAM Database - XOCLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

~~52.4.3.2.11.4.3.2.~~ 11.4.3.2. Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of



\$0.0035 and a rate for CNAM queries and switching of \$0.016 for a combined rate of \$0.0195.

~~52.4.3.3. Billing~~ Invoices will be sent out by the 15<sup>th</sup> of each month on a CNAM-specific invoice.

~~52.4.3.4. Late Payments~~ All charges and fees not paid by XOCLEC to Sprint within thirty (30) days of the due date shall bear late penalties, from and after the expiration of that 30-day period, of a 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.

~~52.4.3.5. Disputes~~ If XOCLEC has any dispute associated with the invoice, XOCLEC 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 XOCLEC's receipt of any such invoice, Sprint fails for any reason to provide XOCLEC access to data and records, the foregoing sixty (60) days following Sprint's provision to XOCLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

~~52.4.4.11.4.4.~~ Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by XOCLEC and its 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 XOCLEC or its customers in any form.

~~52.5.11.5.~~ Toll Free Number Database

~~52.5.11.5.1.~~ The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from STPs. The Toll Free records stored in Sprint's database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

~~52.5.11.5.1.1.~~ Technical Requirements

~~52.5.11.5.1.1.1.~~ Sprint shall make the Sprint Toll Free Number Database available for XOCLEC to query, from XOCLEC's designated switch including Sprint unbundled local switching

with a toll-free number and originating information.

~~§2.5.1.1.2.~~ 11.5.1.1.2. The Toll Free Number Database shall return XOCLEC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

~~§2.5.1.2.~~ 11.5.1.2. Interface Requirements. The signaling interface between the XOCLEC or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface.

~~§2.5.2.~~ 11.5.2. Compensation and Billing

~~§2.5.2.1.~~ 11.5.2.1. Access by XOCLEC to the Toll Free Number Database Information - XOCLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

~~§2.5.2.2.~~ Billing - Invoices will be sent out by the 15<sup>th</sup> of each month on a Toll-Free Number Database specific invoice.

~~§2.5.2.3.~~ Late Payments - All charges and fees not paid by XOCLEC 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.

~~§2.5.2.4.~~ Disputes - If XOCLEC has any dispute associated with the invoice, XOCLEC 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 XOCLEC's receipt of any such invoice, Sprint fails for any reason to provide XOCLEC access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to XOCLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §23. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

~~§2.5.3.~~ 11.5.3. Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by XOCLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper

routing of calls in the provision of toll free exchange access service or local toll free service.

52.6.11.6. Local Number Portability Local Routing Query Service

~~52.6.11.6.1.~~ 11.6.1. TCAP messages originated by XOCLEC'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 XOCLEC 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:

~~52.6.11.6.1.1.~~ 11.6.1.1. Technical Requirements

~~52.6.11.6.1.1.1.~~ 11.6.1.1.1. XOCLEC agrees to obtain, prior to the initiation of any query or other service under this Agreement, a NPAC/SMS User Agreement with Lockheed. XOCLEC 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 a NPAC/SMS User Agreement.

~~52.6.11.6.1.2.~~ 11.6.1.1.2. First Usage Notification - Sprint will provide XOCLEC with notification of the first ported number order processed in each NPA/NXX eligible for porting. This shall be provided via E-mail to XOCLEC's designee on a mutually agreeable basis.

~~52.6.2.~~ 11.6.2. Compensation and Billing

~~52.6.2.1.~~ 11.6.2.1. Access by XOCLEC to the LNP Database information -- XOCLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

~~52.6.2.2.~~ Billing -- Invoices will be sent out by the 15<sup>th</sup> of each month on a LNP-specific invoice.

~~52.6.2.3.~~ Late Payments -- All charges and fees not paid by XOCLEC 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.

~~52.6.2.4~~ 11.6.2.2. Disputes – If XOCLEC has any dispute associated with the invoice, XOCLEC 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 XOCLEC's receipt of any such invoice, Sprint fails for any reason to provide XOCLEC access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to XOCLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in §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.

~~52.6.2.5~~ 11.6.2.3. 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 XOCLEC 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 XOCLEC or the NPAC for any of these fees or charges applicable to XOCLEC, even though it may pay such charges for other Sprint companies.

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

~~53.1.12.1~~ Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services. The prices for loop qualification information are included in the pricing Attachment of this Agreement.

## **54.13. DARK FIBER**

~~54.1.13.1~~ General Rules and Definition

~~54.1.1.13.1.1~~ 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.

~~54.1.2.~~ 13.1.2. Sprint will unbundle dark fiber for the dedicated transport, loop and sub-loop network elements in accordance with the FCC's Third Report and Order (CC Docket No. 96-98). Dark fiber is not a separate network element, but a subset of dedicated transport and loop network elements. In addition to the terms in this section, any rules, guidelines and Agreement provisions for these network elements, including accessibility, will apply to dark fiber.

~~54.2.~~ 13.2. Fiber Availability

~~54.2.1.~~ 13.2.1. Spare fibers in a sheath are not considered available if Sprint has an established project to put the fiber in use within the current year and the following year.

~~54.2.2.~~ 13.2.2. Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes. Sprint will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of 4 fibers and a maximum of 12 fibers.

~~54.2.3.~~ 13.2.3. Dark fiber requests will be handled on a first come first served basis, based on the date the Dark Fiber Application (DFA) is received.

~~54.2.4.~~ 13.2.4. Sprint will not restrict the use of leased dark fiber.

~~54.3.~~ 13.3. Interconnection Arrangements

~~54.3.1.~~ 13.3.1. Rules for gaining access to unbundled network elements apply to dark fiber. Virtual and physical collocation arrangements may be used by ~~XO~~CLEC to locate the optical electronic equipment necessary to "light" leased dark fiber.

~~54.3.2.~~ 13.3.2. ~~XO~~The CLEC that requests dark fiber must be able to connect to the Sprint fiber by means of fiber patch panel.

~~54.3.3.~~ 13.3.3. If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, Sprint will purchase and install intraoffice cabling at ~~XO~~the CLEC's expense. ~~The process is outside the scope of this agreement.~~

~~54.3.4.~~ 13.3.4. 4. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled dark fiber in order to carry telecommunications services is the responsibility of ~~XO~~the CLEC.

~~54.4.~~ 13.4. Dark Fiber Application and Ordering Procedure

~~54.4.1.~~ 13.4.1. ~~XO~~CLEC will submit a Dark Fiber Application (DFA) and

application fee to request that Sprint verify availability of dark fiber between the ~~XO~~CLEC-specified locations. See Table 1 for application fee amount.

~~54.4.2~~ 13.4.2. Within 20 business days of receipt of DFA, Sprint will provide ~~XO~~CLEC with a response regarding fiber availability and price.

~~54.4.2.1~~ 13.4.2.1. If dark fiber is not available, Sprint will notify ~~XO~~CLEC of the DFA rejection.

~~54.4.2.2~~ 13.4.2.2. ~~XO~~CLEC will follow the Dispute Resolution Process outlined in §23 of this Agreement if it ~~disputes they wish to contest~~ the rejection.

~~54.4.3~~ 13.4.3. If dark fiber is available, ~~XO~~CLEC will notify Sprint of acceptance/rejection of dark fiber quote, via a firm order, or dispute the dark fiber quote within 10 business days of receipt of quote. Sprint will reserve the requested dark fiber for ~~XO~~the CLEC during these 10 business days. If, however, ~~XO~~CLEC does not submit a firm order or dispute the dark fiber quote by the 10<sup>th</sup> business day, the fiber will no longer be reserved, and XO must submit another DFA and application fee if XO wants to request that fiber.

~~54.4.4~~ After 10 business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.

~~54.4.5~~ 13.4.4. ~~XO~~the CLEC will submit a firm order for dark fiber via the local service request (LSR) or access service request (ASR), as appropriate.

~~54.4.6~~ 13.4.5. By submitting the dark fiber firm order, ~~XO~~the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Attachment \_\_\_ for monthly recurring and non-recurring charges.

~~54.4.7~~ 13.4.6. Sprint shall use reasonable efforts to provide dark fiber to ~~CLEC~~~~XO~~ within 20 business days after it receives firm order from ~~CLEC~~~~XO~~. Billing of the monthly recurring and non-recurring charges will begin upon completion of dark fiber order.

#### ~~54.5~~ 13.5. Maintenance and Testing

~~54.5.1~~ 13.5.1. Sprint is only responsible for maintaining the facilities that it owns.

~~54.5.2~~ 13.5.2. Sprint will conduct an end-to-end test of dark fiber after receipt of the firm order.

~~54.5.3~~ 13.5.3. For meetpoint arrangements, Sprint will conduct cooperative testing with another carrier at ~~XO~~CLEC's request. Additional rates and charges will apply.

~~§4.5.4.13.5.4.~~ Sprint does not guarantee that the transmission characteristics of the dark fiber will remain unchanged over time.

~~§4.5.5.13.5.5.~~ Sprint is not responsible for determining whether the transmission characteristics of the dark fiber will accommodate ~~XO's~~ the CLEC requirements.

~~1-6.13.6.~~ Rules for Take Back

~~54.6.1.~~ 13.6.1. Sprint reserves the right to seek Commission approval to take back dark fiber to meet its carrier of last resort obligations.

~~54.6.2.~~ 13.6.2. Sprint will provide ~~CLEC XO~~ 12 months written notice prior to taking back fiber. If XO opposes returning the fiber to Sprint, Sprint must obtain authorization from the Commission before taking the fiber back.

~~54.6.3.~~ 13.6.3. If multiple CLECs have leased fiber within a single sheath, Sprint will seek to take back the fiber that was the last to be leased.

~~54.6.4.~~ 13.6.4. Sprint will provide ~~XO~~ the CLEC with alternative transport and/or loop arrangements when Sprint takes back working fiber.

~~54.6.5.~~ The Dispute Resolution Procedures found in §23 of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

**55.14. LOOP FREQUENCY UNBUNDLING**

~~55.1.14.1.~~ General Terms

~~55.1.1.~~ 14.1.1. Sprint shall make available as a separate unbundled network element the HFS UNE for line sharing by ~~CLEC XO~~. Prices for each of the separate components offered in association with the HFS UNE are reflected in Attachment 1 to this Agreement unless otherwise noted.

~~55.1.2.~~ 14.1.2. Pursuant to FCC rules and orders as applicable under the provisions of Paragraph **Error! Reference source not found.** ~~Error! Reference source not found.~~ 3.3 of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible terminal in the outside loop plant, subject to the execution by ~~XO~~ CLEC of a collocation agreement and the availability of space.

~~55.1.3.~~ 14.1.3. Sprint shall make the HFS UNE available to ~~XO~~ CLEC 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.

~~55.1.3.1.~~ 14.1.3.1. Sprint's HFS UNE unbundling obligation does not apply where copper facilities do not exist.

~~55.1.3.2.~~ 14.1.3.2. When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Attachment 1 at ~~XO~~ CLEC's expense.



~~§ 5.1.4.~~ 14.1.4. Reverse ADSL Loops. If ~~XOCLEC~~'s ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

~~§ 5.1.5.~~ 14.1.5. In the event that the End User being served by ~~XOCLEC~~ 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 ~~XOCLEC~~ prior to disconnect. ~~XOCLEC~~ shall have the option of purchasing an entire stand-alone UNE Non-Voice Grade loop if it wishes to continue to provide advanced services to that End User. If ~~XOCLEC~~ notifies Sprint that it chooses this option, ~~XOCLEC~~ 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 ~~XOCLEC~~ declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.

~~§ 5.1.6.~~ 14.1.6. Sprint will use reasonable efforts to accommodate the continued use by ~~XOCLEC~~ as a stand-alone UNE Non-Voice Grade loop of the copper loop facilities over which ~~XOCLEC~~ is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates; provided that:

~~§ 5.1.6.1.~~ 14.1.6.1. \_\_\_\_\_ adequate facilities are available to allow the provisioning of voice service over such other facilities, and

~~§ 5.1.6.2.~~ 14.1.6.2. \_\_\_\_\_ ~~XOCLEC~~ agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand alone unbundled non-voice grade loop as specified in the Existing Interconnection Agreement (excluding conditioning charges).

~~§ 5.1.7.~~ 14.1.7. If facilities do not exist and the End User being served by ~~XOCLEC~~ 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 ~~XOCLEC~~ 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 ~~XOCLEC~~ over the

copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to ~~XOCLEC~~ prior to disconnection.

~~55.1.8.14.1.8.~~ 14.1.8. 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:

~~55.1.8.1.14.1.8.1.~~ 14.1.8.1. Sprint must first have deployed the applicable technology in the Sprint Network and be providing service to its End Users over such facilities employing the technology;

~~55.1.8.2.14.1.8.2.~~ 14.1.8.2. 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 Act.

~~55.1.8.3.14.1.8.3.~~ 14.1.8.3. 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.

~~55.2.14.2.~~ Information to be Provided

~~55.2.1.14.2.1.~~ 14.2.1. In connection with the provision of HFS UNE, Sprint shall provide to ~~XOCLEC~~:

~~55.2.1.1.14.2.1.1.~~ 14.2.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;

~~55.2.1.2.14.2.1.2.~~ 14.2.1.2. information with respect to the rejection of ~~XOCLEC~~'s provision of advanced services, together with the specific reason for the rejection; and

~~55.2.1.3.14.2.1.3.~~ 14.2.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

~~55.2.2.14.2.2.~~ 14.2.2. In connection with the provision of HFS UNE, ~~XOCLEC~~ shall provide to Sprint the following information on the type of technology that ~~XOCLEC~~ seeks to deploy where ~~XOCLEC~~ asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

~~55.2.2.1.14.2.2.1.~~ 14.2.2.1. 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;

~~55.2.2.2~~ 14.2.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if XOCLEC requires a change in the SMC of a particular loop, XOCLEC shall notify Sprint in writing of the requested change in SMC (via a service order);

~~55.2.2.3~~ 14.2.2.3. to the extent not previously provided XOCLEC must disclose to Sprint every SMC that XOthe GLEC has implemented on Sprint's facilities to permit effective Spectrum Management.

~~55.2.3~~ 14.2.3. In connection with the provision of HFS UNE, if XOCLEC 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.

#### ~~55.3~~ 14.3. Conditioning, Testing, Maintenance

~~55.3.1~~ 14.3.1. Sprint will condition loops at the request of XOCLEC. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Attachment 1. ~~Conditioning charges apply to all loops 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.

~~55.3.2~~ 14.3.2. If Sprint declines an XOCLEC request to condition a loop and Sprint is unable to satisfy XOCLEC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voiceband services.

~~55.3.3~~ 14.3.3. If XOCLEC requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Attachment 1 to this Agreement. Non-standard non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in ~~§5.55.546.5~~ 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.

~~§ 5.3.4.~~ 14.3.4. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects ~~XO~~the CLEC to deploy the testing capability for its own specialized services. If ~~XO~~CLEC requests testing other than basic installation testing as indicated above, Sprint and ~~XO~~CLEC will negotiate terms and charges for such testing.

~~§ 5.3.5.~~ 14.3.5. In the event both Sprint's analog circuit-switched voice services and ~~XO~~the CLEC's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to ~~XO~~the CLEC. Any additional maintenance of service conducted at ~~XO~~CLEC's request by Sprint on behalf of ~~XO~~the CLEC solely for the benefit of ~~XO~~the CLEC's services will be paid for by ~~XO~~CLEC at prices negotiated by Sprint and ~~XO~~CLEC.

#### ~~§ 5.4.~~ 14.4. Deployment and Interference

~~§ 5.4.1.~~ 14.4.1. In providing services utilizing the high frequency spectrum network element, Sprint shall allow ~~XO~~CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

~~§ 5.4.2.~~ 14.4.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in ~~§ Error! Reference source not found. Error! Reference source not found.~~ ~~23~~ of this Agreement.

~~§ 5.4.3.~~ 14.4.3. Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

~~55.4.3.1~~ 14.4.3.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;

~~55.4.3.2~~ 14.4.3.2. Is approved by an industry standards body, the FCC, or any state commission or;

~~55.4.3.3~~ 14.4.3.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; ~~provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 55.4.3.3, the burden is on CLEC 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.~~

~~55.5~~ 14.5. If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify ~~XO~~the CLEC and give ~~it~~them a reasonable opportunity to correct the problem. ~~XO~~CLEC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and ~~XO~~the CLEC are unable to resolve the problem, they ~~will present factual evidence to the State Commission for review and determination~~ may seek resolution through the Dispute Resolution provisions of this Agreement. If the Commission determines that ~~XO~~the CLECs technology is the cause of the interference, ~~XO~~the CLEC 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.

~~55.6~~ 14.6. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering ~~P~~party and give ~~them~~that Party a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they ~~may seek resolution through the Dispute Resolution provisions of this Agreement~~ 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 ~~P~~party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

~~55.7~~ 14.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to ~~14.4.3.1-14.4.3.3~~ 55.4.3, the degraded service shall not prevail against the newly deployed technology.

~~55.8~~ 14.8. If Sprint denies a request by ~~XO~~CLEC to deploy a technology, it

will provide detailed, specific information providing the reasons for the rejection.

55.9.14.9. Splitters

55.9.14.9.1. In providing access to the High Frequency Spectrum Network Element, ~~XOCLEC~~ will purchase, install and maintain the splitter in ~~its~~<sup>their</sup> caged or cageless collocation space, unless Sprint and ~~XOCLEC~~ negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from the ~~XOCLEC~~ 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 ~~XOCLEC~~ 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. ~~XOCLEC~~ will make all cable connections to ~~its~~<sup>their</sup> equipment.

56.15. FORECAST

56.1.15.1. ~~XOCLEC~~ will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for Voice Grade Loops (including Subloops), Non-Voice Grade Loops (including Subloops), 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 ~~XOCLEC~~ 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 ~~CLEC~~ ~~XO~~ specific forecast information be disclosed to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.

56.2.15.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.

56.3.15.3. Each Party shall provide a specified point of contact for planning purposes.

57.16. INDEMNIFICATION

57.1.16.1. Each Party, ~~whether a CLEC or Sprint,~~ agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any

damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.

~~57.2.16.2.~~ For any technology, ~~XOCLEC~~ represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plan, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if ~~XOCLEC~~ violates this provision, provided that such termination of service will be limited to ~~XOCLEC~~'s use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, ~~XOCLEC~~ demonstrates that their use of the network element is not the cause of the network harm.

#### 58.17. LOOP MAKE-UP INFORMATION

~~58.1.17.1.~~ To the extent technically feasible, ~~XOCLEC~~ will be given access to Loop Qualification and OSS interfaces that Sprint is providing any other CLEC and/or Sprint or its affiliates. Sprint shall make available this Loop Qualification in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Qualification are set forth in Attachment 1 to this Agreement.

~~58.2.17.2.~~ Subject to ~~§17.117-158.4~~ above, Sprint's Loop Qualification will provide response to ~~CLEC XO~~ queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.

~~58.3.17.3.~~ Information provided to ~~XOthe CLEC~~ will not be filtered or digested in a manner that it would affect ~~XOthe CLEC'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.

~~58.4.17.4.~~ Sprint shall provide Loop Qualification based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Qualification requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where ~~XOthe requesting CLEC~~ connects to the Sprint LTD network.

~~58.5.17.5.~~ Errors identified in validation of the Loop Qualification inquiry order will be passed back to ~~XOthe CLEC~~.

~~58.6.17.6.~~ Sprint may provide the requested Loop Qualification information to the ~~XOCLECs~~ in whatever manner Sprint would provide to ~~their~~ its own internal personnel, without jeopardizing the integrity of proprietary



information (i.e. – fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, ~~XOCLEC~~ must provide a unique fax number used solely for the receipt of Loop Qualification information.

~~58.7.17.7.~~ If ~~XOCLEC~~ 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, ~~XOCLEC~~ agrees that:

~~58.7.17.7.1.~~ ~~XOCLEC~~ will be charged a Trouble Isolation Charge to determine the cause of the failure;

~~58.7.2.17.7.2.~~ If Sprint undertakes Loop Qualification activity to determine the reason for such failure, ~~XO-CLEC~~ will be charged a Loop Qualification Charge; and

~~58.7.3.17.7.3.~~ If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, ~~XOCLEC~~ will pay applicable conditioning charges as set forth in Attachment 1 pursuant to ~~§5546~~ of this Agreement.

## ~~59.18. COMBINATIONS OF UNESVOICE UNE-P AND EEL~~

### ~~59.1.18.1.~~ Combination of Network Elements

~~59.1.1.18.1.1.~~ ~~CLEC~~~~XO~~ may order Unbundled Network Elements either individually or in combinations, including the combinations of VOICE UNE-P and EEL as specifically set forth in this Section of the Agreement.

### ~~59.2.18.2.~~ Definitions

~~59.2.1.18.2.1.~~ 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.

~~59.2.2.18.2.2.~~ 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 Switch Port, 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.

### ~~59.3.18.3.~~ General Terms and Conditions

~~59.3.1.18.3.1.~~ Sprint will allow ~~XO-CLEC~~ to order each Unbundled Network Element individually in order to permit ~~XOCLEC~~ 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.

18.3.2. Upon XO's request, Sprint shall perform the functions necessary to combine Unbundled Network Elements in any manner, even if those elements are not ordinarily combined in Sprint's network, provided that such combination is

18.3.2.1 technically feasible; and

18.3.2.2 would not impair the ability of other carriers to obtain access to Unbundled Network Elements or to interconnect with Sprint's network.

If Sprint denies XO's request to combine Unbundled Network Elements, Sprint must demonstrate to the Commission that the combination XO has requested is not technically feasible and would impair the ability of other carriers to obtain access to Unbundled Network Elements or to interconnect with Sprint's network.

~~59.3.2.~~ 18.3.3. Sprint will provide XOCLEC access to VOICE UNE-P and EEL as provided in this Agreement. XOCLEC 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 XOCLEC 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 §33.44 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

~~59.3.3.~~ 18.3.4. 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 CLEC.

~~59.3.4.~~ 18.3.5. 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 XOCLEC when XOCLEC 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 XOCLEC's UNE-P customer base in accordance with §~~Error! Reference source not found.~~~~Error! Reference source not found.~~<sup>7</sup> of the Agreement to ensure ~~CLEC~~~~XO~~'s adherence to the Exemption.

50.4.18.4. Specific Combinations and Pricing

50.4.1.18.4.1. 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.

50.4.2.18.4.2. 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 EELs, and other Unbundled Network Element combinations 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.

50.5.18.5. Sprint Currently Offers the Following Combinations of Network Elements

50.5.1.18.5.1. Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

50.5.1.1.18.5.1.1. Sprint will offer the combination of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P at the applicable recurring charges and non-recurring charges as specified in Attachment 1 for VOICE UNE-P plus the applicable Service Order Charge. Sprint will also bill ~~CLEC~~~~XO~~ for applicable Usage Data Recording and Transmission Charges as indicated in Attachment 1.

50.5.1.2.18.5.1.2. Until such time as Sprint can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to XOCLEC at the recurring flat rate charge reflected in Attachment 1. This rate will be \$XX.XX per port per month. Upon the implementation of the necessary operational modifications, Sprint will convert from billing XOCLEC based on this flat

rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.

~~50.5.1.3~~ 18.5.1.3. Sprint will provide originating and terminating access records to ~~XOCLEC~~ for access usage over UNE-P in industry standard EMI format. ~~XOCLEC~~ will be responsible for billing the respective originating and/or terminating access charges directly to the IXC.

~~50.5.1.4~~ 18.5.1.4. Sprint will provide ~~XOCLEC~~ 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 Attachment 1. Any non-standard requested format would be handled through the BFR process as set forth in ~~§33.44~~ of this Agreement.

~~50.5.2~~ 18.5.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements, including multiplexing.

~~50.5.2.1~~ 18.5.2.1. Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein to provide EEL at the applicable recurring and non-recurring charges as specified in Attachment 1 for EEL, the applicable recurring and nonrecurring charges for cross connects and Service Order Charges. Sprint will provide cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between Sprint central offices) for ~~XOCLEC~~'s provision of circuit switched telephone exchange service to ~~XOCLEC~~'s own end user customers.

~~50.5.2.2~~ 18.5.2.2. Multiplexing shall be provided as necessary as part of dedicated transport.

~~50.5.2.3~~ 18.5.2.3. In order to obtain EELs ~~XO~~ 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.

~~50.5.2.4~~ 18.5.2.4 Sprint reserves the right, upon thirty (30) days notice, to audit ~~XO~~ regarding EELs in accordance with the FCC's *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 00-183, Supplemental Order Clarification (June 2, 2000) ("Supplemental Order Clarification")*. ~~CLEC's local usage information when Sprint reasonably believes that XOCLEC has not met the local usage criteria defined by the FCC. Sprint will hire and pay for an independent auditor to perform the audit;~~

~~XOCLEC will reimburse Sprint if the audit results confirm XOCLEC's non-compliance with the local usage criteria. Sprint will not request more than one audit in a calendar year unless an audit finds non-compliance, in which case, Sprint shall have the right to request an audit one additional time during that same calendar year. Sprint shall continue to have the additional audit right described above, so long as the Sprint audits indicate XOCLEC non-compliance. In the instance of non-compliance, XOCLEC shall convert the loop transport combination to special access. This is in addition to Sprint's audit rights pursuant to §Error! Reference source not found.7.~~

18.5.2.5 Notwithstanding the above limitations, pursuant to §~~18.18.50~~ 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 users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas

## PART F - INTERCONNECTION

### 60.1. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

~~60.1.1.1.~~ The Parties shall ~~initially~~ reciprocally terminate Local Traffic, Information Access Traffic, and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

~~60.1.1.1.1.~~ The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, Information Access 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.~~

~~60.1.1.1.1.1.~~ The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.

~~60.2.1.2.~~ Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA ~~toll~~ interexchange traffic that transits either Party's Sprint's network.

~~60.3.1.3.~~ Separate trunks will be utilized for connecting XOCLEC's switch to each 911/E911 tandem.

~~60.4.1.4.~~ Points of Interconnection

~~60.4.1.1.4.1.~~ Physical Point of Interconnection. XOCLEC must establish a minimum of one Physical POI within in each LATA, at any technically feasible point, on Sprint's network. Sprint reserves the right to establish its own Physical POI if XOCLEC elects to file, and the Commission approves, XOCLEC's cost studies for transport.

~~60.4.1.1.4.1.1.~~ XOCLEC will be responsible for engineering and maintaining its network on its side of the Physical POI. Sprint will be responsible for engineering and maintaining its network on its side of the Physical POI.

~~60.4.1.2.1.4.1.2.~~ For construction of new facilities when the Parties choose to interconnect at a mid-span meet, XOCLEC 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.

~~60.4.1.3.1.4.1.3.~~ If third party (*i.e.* Competitive Access Provider or “CAP”) leased facilities are used for interconnection, the Physical POI will be defined as the Sprint office in which the third party’s leased circuit terminates.

~~60.4.1.4.1.4.1.4.~~ If ~~XO~~CLEC utilizes leased facilities under a meet point arrangement between Sprint and a third party (*i.e.* a connecting ILEC) the Physical POI will be Sprint office where the leased facility terminates.

~~60.4.2.1.4.2.~~ ~~Virtual Point of Interconnection~~—The CLEC must establish a Virtual POI within each of Sprint’s mandatory local calling areas, different from the local calling area where the Physical POI resides, for those local calling areas in which the CLEC wants to receive local calls. CLEC may lease unbundled dedicated transport from Sprint between the Physical and Virtual POIs. If the local calling area is served by a Remote Switch Sprint will assess CLEC for unbundled transport between the host Central Office Switch and the Remote Switch at dedicated transport rates based on their proportionate share of the volume of traffic between the host and remote.

## 61.2. INTERCONNECTION COMPENSATION MECHANISMS

~~61.1.2.1.~~ Each Party is responsible for bringing their facilities to the POI~~Interconnection Compensation~~

~~61.1.1.4.~~ Sprint is responsible for transport to the Physical POI when the Physical POI is within the same local calling area where the call originates.

~~61.1.2.2.1.1.~~ Where Virtual POIs are required, the CLEC is responsible for dedicated transport between the Virtual POIs and Physical POI. Sprint is responsible for transport to the Virtual POI when the Virtual POI is within the same local calling area where the call originates.

~~61.2.2.2.~~ Compensation for Local Traffic Transport and Termination Each Party shall be responsible for the costs of interconnection facilities, including trunks and interoffice transport, based on each Party’s proportional usage of such facilities, calculated on the basis of each Party’s originating traffic volume, regardless of whether the traffic being sent is voice traffic or Information Access Traffic.

~~61.2.1.2.2.1.~~ If Sprint provides the interconnection facilities, Sprint will charge XO the nonrecurring and recurring charges for those facilities as specified in this Agreement, less the amount that

represents Sprint's proportional use of those facilities.

2.2.2. If both Parties provide the interconnection facilities through a meet-point arrangement, each Party will charge the other Party the recurring charges specified in this Agreement that are applicable to the facilities that Party provides, less the amount that represents the provisioning Party's proportional use of those facilities.

2.2.3. If XO provides the interconnection facilities, XO will charge Sprint the nonrecurring and recurring charges for those facilities based on the charges as specified in this Agreement calculated on the basis of mileage, less the amount that represents XO's proportional use of those facilities.

2.3 Reciprocal Compensation. The following compensation elements for Local Traffic shall apply on a per minute of use basis:

2.3.1 "Tandem Switching":

2.3.2 "Transport," which includes common transport from the tandem switch to the end-office switch that directly serves the called end-user; and

2.3.3 "Termination," which includes the switching of Local Traffic and Information Access Traffic

at the end office switch that directly serves the called end user ;

2.3.4 XO The transport and termination charges for Local Traffic flowing through a Physical POI shall be as follows:

61.2.1.3.1 In a meet-point arrangement, when calls from CLEC are terminating on Sprint's network through the Sprint Tandem Switch, CLEC will pay Sprint for transport charges from the Physical POI to the Tandem for dedicated transport. CLEC shall also pay a charge for Tandem Switching, common transport to the end office, and end office termination.

61.2.1.3.2 When the Physical POI is at the Sprint Tandem Switch, CLEC shall pay the charges specified in this Agreement for Tandem Switching, common Transport to the end office, and end office Termination for all Local Traffic and Information Access Traffic that XO delivers to Sprint at its tandem switch for termination. XO shall pay the charges specified in this Agreement for Termination for all Local Traffic and Information Access Traffic that XO delivers to Sprint at its end office for termination.

61.2.1.3.3 2.3.5 XO's switch serves a geographic area that is comparable to the geographic area served by a Sprint tandem. Accordingly, Sprint shall pay the charges specified in this Agreement for Tandem Switching, Transport, and Termination for



~~all Local and Information Access Traffic that Sprint delivers to XO for termination. Charges billed to Sprint by CLEC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the CLEC for the same services. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end office termination. If the CLEC switch serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay CLEC end office termination.~~

~~61.2.1.3.4. The following process will be used to validate the geographic area:~~

~~61.2.1.3.4.1. Sprint will provide the CLEC information concerning the end offices served by Sprint's tandem for the CLEC to use in determining geographic comparability.~~

~~61.2.1.3.4.2. The CLEC will certify in writing that they are offering facilities based service through either owned or leased facilities to the majority of customers served by the end offices.~~

~~61.2.1.3.4.3. Sprint may request proof of service at least once per year. Proof will consist of a sample of addresses actually served by the CLEC switch showing that they are meeting the obligation.~~

~~61.2.1.3.5. CLEC may choose to establish a Physical POI at a Sprint end office, where technically feasible. For CLEC originated calls CLEC shall pay Sprint end office termination. For Sprint originated traffic terminating to CLEC at that end office, compensation payable by Sprint shall be the same as that detailed in § 61.2.1.3.3 above. If a meet point arrangement is utilized within the local calling area, additional dedicated transport charges may apply.~~

### 62.3. SIGNALING

62.1.3.1. 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.

~~62.2.3.2.~~ Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, the Parties will use CLEC will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

~~62.2.3.2.1.~~ If XOWhere CLEC is unwilling to utilize an alternate interconnection protocol, XOCLEC 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 XOCLEC 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, CLEC, or Sprint internal customer demand for 64K CCC trunks.

#### 63.4. NETWORK SERVICING

##### 63.4.1. Trunk Forecasting

~~63.4.1.1.~~ The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

~~63.4.1.1.1.~~ Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);

~~63.4.1.2.4.1.1.2.~~ The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia

documents BR 795-100-100 and BR 795-400-100;

~~63.1.1.3~~.4.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

~~63.1.2~~.4.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.

~~63.1.3~~.4.1.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.

~~63.1.4~~.4.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by ~~XOCLEC~~ and Sprint.

~~63.1.5~~.4.1.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

~~63.1.5.1~~.4.1.5.1. In the event that one Party over-forecasts its trunking requirements by ~~twenty-five~~ percent (25%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.

~~63.1.5.2~~.4.1.5.2. The calculation of the ~~twenty-five~~ percent (25%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.

~~63.1.5.3~~.4.1.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

~~63.2~~.4.2. Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between an ~~XO switch-CLEC end office~~ and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking

standard of one percent (1%).

~~6.3.3.4.3.~~ Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

#### 6.4.5. NETWORK MANAGEMENT

~~6.4.1.5.1.~~ Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. ~~XOCLEC~~ and Sprint will immediately notify each other of any protective control action planned or executed.

~~6.4.2.5.2.~~ Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

~~6.4.3.5.3.~~ Mass Calling. ~~XOCLEC~~ 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 are not cannot be used in conjunction with INP.

#### 6.5.6. USAGE MEASUREMENT

~~6.5.1.6.1.~~ Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

~~6.5.2.6.2.~~ Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

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. In place of using a PLU when billing a Party may at its sole discretion classify traffic as either Local Traffic or IntraLATA Toll Traffic by using

actual CPN information from the call records. If a party is using CPN information to bill the other Party, then that Party does not need to provide the other Party with a PLU nor does that Party need to review the accuracy thereof.

6.5.2.6.3.

6.5.2.1.6.3.1. If actual CPN is not being used to bill the other Party, then the Party(ies) using a PLU agrees 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 date of the last review.~~Effective Date of the contract.~~

**6.7. TRANSIT TRAFFIC**

6.6.1.7.1. Transit Traffic means the delivery of local traffic by ~~XO~~CLEC or Sprint (a) originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks; or (b) originated by a third party LEC, ILEC, or CMRS provider and terminated to a Party 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 CLEC or Sprint and delivered to such third party LEC, ILEC or CMRS; and intraLATA 800 traffic.

6.6.2.7.2. Terms and Conditions

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

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

6.6.3.7.3. Payment Terms and Conditions

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

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

6.6.3.1.2.7.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating

Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.

66-4-7.4. Billing Records and Exchange of Data

66-4-1-7.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

66-4-2-7.4.2. 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 the transiting Party Sprint incurs additional cost in providing this billing information, the terminating Party CLEC agrees to reimburse the transiting Party Sprint for its direct costs of providing this information.

66-4-3-7.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

67-8. **INDIRECT TRAFFIC**

67-1-8.1. Interconnection

67-1-1-8.1.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.

67-1-2-8.1.2. Interconnection to a Carrier location within a tandem serving area will provide Sprint with access to the Carrier's facilities within that MTA and to other companies which are likewise connected to Carrier within that tandem serving area for local and toll service purposes.

67-2-8.2. Exchange Of Traffic

67-2-1-8.2.1. The Parties will send each other Indirect Traffic, and may also send each other Transit Traffic.

67-2-2-8.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party Telecommunications Carrier charges for termination of

any identifiable Transit Traffic from the originating Party.

~~67.2.3~~ 8.2.3. Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting Party.

~~67.2.4~~ 8.2.4. ~~The Parties~~ Sprint reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll) interstate access usage and CMRS, if applicable or ~~CLEC's~~ actual usage reporting. ~~The Parties~~ also ~~Sprint and CLEC~~ reserve the right to measure and audit all traffic to ensure that proper rates are being applied. ~~The Parties~~ will ~~CLEC agrees to work together with Sprint~~ to insure the necessary traffic data required for sampling purposes is available for such audit.

~~67.3~~ 8.3. Compensation for Indirect Traffic

~~67.3.1~~ 8.3.1. Non-Local and Non-Information Access Indirect Traffic

~~67.3.1.1~~ 8.3.1.1. Compensation for the termination of non-Local traffic, non-Information Access 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.

~~67.3.1.2~~ 8.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

~~67.3.2~~ 8.3.2. Local Traffic and Information Access Traffic. The rates set forth on Attachment I shall apply, in accordance with ~~37~~ the applicable provisions of this Agreement.

~~67.3.2.1~~ 8.3.2.1. Indirect Traffic Terminating to Sprint

~~67.3.2.1.1~~ 8.3.2.1.1. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from ~~XOCarrier~~ through the transiting party, ~~and the over-Sprint facilities~~ to through a Sprint Tandem Switch to a Sprint End Office Switch would include charges from Sprint to ~~XOCarrier~~ for ~~Common Transport to the Tandem Switch, Tandem Switching, Common Transport to the End Office Switch and End Office switching.~~ A call terminating from ~~XOCarrier~~ though the transiting

party directly to, and then over Sprint facilities through a Sprint End Office Switch to a Sprint Remote Switch would include charges from Sprint to XO to XOCarrier for Common Transport to the End Office Switch (except where the transiting party is collocated in the Sprint End Office), for End Office switching, and Common Transport to the Remote Switch.

67.2.2.8.3.2.2. Indirect Traffic Terminating to XOCarrier:

67.2.2.1.8.3.2.2.1. For Indirect Traffic terminating on XOCarrier's network, XOCarrier will bill Sprint the same rates as Sprint charges XOCarrier for Indirect Local Traffic terminating on Sprint's network. Because XO's switch serves a geographic area comparable to a Sprint tandem, a call terminating from Sprint through the transiting party to XO's switch would include charges from XO to Sprint to XO for Tandem Switching, Common Transport, and End Office Switching.

67.2.2.8.3.3. Transit Traffic. The originating Party shall pay the transiting Party for the rate elements used, including Common Transport and Tandem Switching rate elements.

68.9. **RESPONSIBILITIES OF THE PARTIES**

68.1.9.1. Sprint and XOCLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Article Error! Reference source not found. and Part C, Part F, Article 4463 and otherwise as set forth in this Agreement.

68.2.9.2. XOCLEC 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.

68.3.9.3. XOCLEC and Sprint shall:

68.3.1.9.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

68.3.2.9.3.2. Notify each other when there is any change affecting the service requested, including the due date.

68.3.3.9.3.3. 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.

~~68.3.4.9.3.4.~~ 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.

~~68.3.5.9.3.5.~~ Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

~~68.3.6.9.3.6.~~ 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.

~~68.3.7.9.3.7.~~ Provide to each other test-line numbers and access to test lines.

~~68.3.8.9.3.8.~~ 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.~~ In the absence of LNP availability, Sprint shall provide INP in accordance with requirements of the Act and FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of ~~CLEC~~XO services until such time as LNP service is offered in the Sprint rate center, in which case INP will be discontinued. Beginning on the date LNP is available in an area, INP orders will no longer be processed, and the Parties will work together to convert the existing INP lines to LNP.

### ~~2.~~ INTERIM NUMBER PORTABILITY

~~2.1.~~ Interim Number Portability (INP) shall be provided to the extent technical capabilities allow, by a Sprint directed Remote Call Forwarding (RCF). In the event RCF is a purchased feature of the ~~CLEC~~XO end user, there is no relationship between RCF and INP. Once LNP is generally available in Sprint's serving area, RCF shall be discontinued as a retail service offering by Sprint.

~~2.2.~~ Remote Call Forwarding (RCF) shall be used as a method to provide subscribers with service-provided RCF, calls within the telephone network. When RCF is not available, RCF shall be used for number portability, calls to the ported number will be forwarded to the telephone number to which the ported number was previously associated. ~~CLEC~~XO will then forward the call to a number associated with the ~~CLEC~~XO switch to which the number is ported. ~~CLEC~~XO may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.

~~2.3.~~ The trunking requirements will be agreed upon by Sprint and ~~CLEC~~XO resultant from application of sound engineering principles. These trunking options may include SS7 signaling, in-band signaling, and may be one-way or two-way. The trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and ~~CLEC~~XO.

~~2.4.~~ Local Exchange Routing Guide (LERG) Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to ~~CLEC~~XO through the LERG. Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the ~~CLEC~~XO switch via route indexing.

~~2.5.~~ Other Currently Available Number Portability Provisions:

~~2.5.1.~~ Where SS7 is available, Sprint shall exchange with ~~CLEC~~XO SS7 TCAP messages as required for the implementation CLASS or other features available in the Sprint network, if technically feasible.

~~2.5.2.~~ Upon notification that ~~CLEC~~XO will be initiating INP, Sprint shall disclose to

~~CLEC~~XO any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and ~~CLEC~~XO shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including promptly updating switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as ~~CLEC~~XO may designate. ~~XO may designate.~~

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

~~2.5.3.1.~~ When any INP method is used to port a subscriber, the donor provider must maintain the LIDB record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to ~~CLEC~~XO for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as ~~CLEC's~~XO's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is ~~CLEC's~~XO's then, if ~~CLEC~~XO desires to store numbers on Sprint's LIDB, the ~~parties~~Parties shall negotiate a separate LIDB database storage and look-up agreement.

~~2.5.4.~~ Sprint will send a CARE transaction 2231 to notify IXC that access is now provided by a new ~~CLEC~~ for that number. ~~LEC for that number.~~

### ~~3.~~ REQUIREMENTS FOR INP

#### ~~3.1.~~ Cut-Over Process

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

~~3.1.1.1.~~ For a Coordinated Cutover Environment, Sprint and ~~CLEC~~XO will coordinate the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by ~~CLEC~~XO and agreed to by both ~~parties~~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 ~~CLEC~~XO at Parity with Sprint's own availability for such activity. Sprint and ~~CLEC~~XO shall each provide an appropriate operations contact with whom the Parties can contact in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify ~~CLEC~~XO of the issue and ~~CLEC~~XO and Sprint shall determine the plan to resolve it.

~~3.2.~~ Testing. Sprint and ~~CLEC~~XO shall cooperate in conducting ~~CLEC's~~XO's testing to ensure interconnectivity between systems. Sprint shall inform ~~CLEC~~XO of any system updates that may affect the ~~CLEC~~XO network and Sprint shall, at

~~CLEC's~~XO's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

~~3.3.~~ Installation Timeframes

- ~~3.3.1.~~ Installation Time Frames for RCF INP, where no other work is required, will be completed using Sprint's standard interval for service installation of complex services.

\_\_\_\_\_ If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify ~~CLEC~~XO of the Subscriber's termination of service with ~~CLEC~~XO and the Subscriber's instructions regarding its telephone number(s) at Parity with what is offered to other Sprint customers.

~~7.1.3.2.~~~~customers.~~

- ~~3.4.~~ Call Referral Announcements. Should ~~CLEC~~XO direct Sprint to terminate INP measures, Sprint shall allow ~~CLEC~~XO to order a referral announcement available in that switch.

- ~~3.5.~~ Engineering and Maintenance. Sprint and ~~CLEC~~XO will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at Parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

~~3.6.~~ Operator Services and Directory Assistance

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

~~3.6.1.1.~~ While INP is deployed:

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

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

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

~~7.1.7.~~ 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~~ the Parties will not port vacant numbers.

numbers, except as determined by regulatory authorities and/or in connection with mutually agreed upon number conservation measures.

Billing.

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.

## PART H - LOCAL NUMBER PORTABILITY

### 1. INTRODUCTION

- ~~1.1.1.~~ 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:
- \_\_\_\_\_ 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 ~~state commission~~ the Commission.
- ~~72.1.1.1. 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.
- ~~1.1.6.~~ LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
- ~~1.1.7.~~ Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
- ~~1.1.8.~~ Mass Calling Events. Parties will notify each other at least seven (7) days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable state or federal

regulatory requirements developed for mass calling numbers.

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

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

## **3. TESTING**

- ~~3.1.~~ An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- ~~3.2.~~ Testing and operational issues will be addressed in the implementation plans as described in Part B, §~~Error! Reference source not found.~~ of the agreement.
- ~~3.3.~~ ~~CLECO~~ 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 CLEC'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 ~~CLECO~~ or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

## **4. ENGINEERING AND MAINTENANCE**

- ~~4.1.~~ Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- ~~4.2.~~ It will be the responsibility of the Parties to ensure that the network is



stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.

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

#### ~~5.~~**E911/911**

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

#### ~~6.~~**BILLING**

- ~~6.1.~~ When an IXC terminates an InterLATA or IntraLATA toll call to either ~~party's~~ Party's local exchange customer whose telephone number has been ported from one ~~party~~ Party to the other, the ~~parties~~ Parties agree that the ~~party~~ 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~~ 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~~ 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~~ Party's local exchange customer whose telephone number has been ported from the other ~~party;~~ the ~~parties~~ Party, the Parties agree that the Reciprocal compensation arrangements described in this Agreement shall apply.
- ~~6.2.~~ Non-Payment. ~~Customers~~ Subscribers lose the right to the ported telephone number upon non-payment of charges. ~~Sprint~~ The Parties will not port telephone numbers of ~~customers~~ subscribers who have bills in default.

## 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.

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

#### ~~1.2~~ Expedite and Escalation Procedures

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

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

~~78.2.2 inoperable.~~

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

#### ~~1.4~~ Service Offerings

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

## 2. ORDERING AND PROVISIONING

- ~~2.1.~~ Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable ~~CLEC~~XO to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- ~~2.2.~~ National Exchange Access Center (NEAC)
  - ~~2.2.1.~~ Sprint shall provide a NEAC or equivalent which shall serve as ~~CLEC~~XO's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.
  - ~~2.2.2.~~ The NEAC shall provide to ~~CLEC~~XO a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

Sprint shall provide, as requested by ~~CLEC~~XO, through the NEAC, provisioning and

premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the ~~parties~~Parties to meet subscriber demand.

~~2.3.~~ Street Index Guide (SIG). Within thirty (30) days of ~~CLEC's~~XO's written request, Sprint shall provide to ~~CLEC~~XO the SIG data, or its equivalent, in an electronic format mutually agreeable to the ~~parties~~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, ~~CLEC~~XO, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.

~~2.5.~~ Number Administration/Number Reservation

~~2.5.1.~~ Sprint shall provide testing and loading of ~~CLEC's~~XO's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide ~~CLEC~~XO with access to abbreviated dialing codes, \_ and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with XO. When XO uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to ~~CLEC~~XO, 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 ~~CLEC~~XO orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by ~~CLEC~~XO.

~~2.5.3.~~ For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of ~~CLEC's~~XO's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

~~2.6.~~ Service Order Process Requirements

~~2.6.1.~~ Service Migrations and New Subscriber Additions

~~2.6.1.1.~~ For resale services, other than for a ~~CLEC~~XO order to convert "as is" a ~~CLEC~~XO subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to ~~CLEC~~XO service without prior ~~CLEC~~XO agreement.

~~2.6.1.2.~~ For services provided through UNEs, Sprint shall recognize ~~CLEC~~XO as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and ~~CLEC~~XO

will work cooperatively to minimize service interruptions during the conversion.

~~2.6.1.3.~~ Unless otherwise directed by CLEC XO and when technically capable, when CLEC XO orders resale Telecommunications Services or UNEs all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

~~2.6.1.4.~~ For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and CLEC XO will agree on a scheduled conversion time, which will be a designated time period within a designated date.

~~2.6.1.4.1.~~ Any request made by CLEC XO to coordinate conversions after normal working hours, or on Saturdays or Sundays or Sprint holidays shall be performed at ~~CLEC XO's~~ CLEC XO's expense.

~~2.6.1.5.~~ A general Letter of Agency (LOA) initiated by CLEC XO or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC XO or Sprint. CLEC XO and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

~~2.6.2.~~ Intercept Treatment and Transfer Service Announcements. Sprint shall provide unbranded intercept treatment and transfer of service announcements to ~~CLEC XO's~~ CLEC XO's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.

#### ~~2.6.3.~~ Due Date

~~2.6.3.1.~~ Sprint shall supply CLEC XO with due date intervals to be used by CLEC XO personnel to determine service installation dates.

~~2.6.3.2.~~ Sprint shall use best efforts to complete orders by the CLEC XO requested ~~DDD~~desired due date within agreed upon intervals.

#### ~~2.6.4.~~ Subscriber Premises Inspections and Installations

~~2.6.4.1.~~ CLEC XO shall perform or contract for all ~~CLEC XO's~~ CLEC XO's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.

~~2.6.4.2.~~ Sprint shall provide CLEC XO with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own

customers. The ~~parties~~Parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

#### ~~2.6.5.~~ Firm Order Confirmation (FOC)

~~2.6.5.1.~~ Sprint shall provide to ~~CLEC~~XO, a Firm Order Confirmation (FOC) for each ~~CLEC~~XO order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

~~2.6.5.2.~~ For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.

~~2.6.5.3.~~ Sprint shall provide to ~~CLEC~~XO the date that service is scheduled to be installed.

#### ~~2.6.6.~~ Order Rejections

~~2.6.6.1.~~ Sprint shall reject and return to ~~CLEC~~XO any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from ~~CLEC~~XO ordering service at less than the standard order interval. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.

#### ~~2.6.7.~~ Service Order Changes

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

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

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

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

~~2.8.~~ Service Suspensions/Restorations. Upon ~~CLEC~~sXO'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

~~CLEC/XO~~, Sprint shall provide to ~~CLEC/XO~~ a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

~~2.10.~~ Specific Unbundling Requirements. ~~CLEC/XO~~ may order and Sprint shall provision ~~unbundled~~Unbundled Network Elements. ~~However, it is CLEC's responsibility to combine the individual network elements should it desire to do so.~~

~~2.11.~~ Systems Interfaces and Information Exchanges

~~2.11.1.~~ General Requirements

~~2.11.1.1.~~ Sprint shall provide to ~~CLEC/XO~~ Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services. ~~The Interface(s) shall be Services, to the extent available, developed/designed for the transmission of data from XO to Sprint, and from Sprint to XO.~~

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

~~2.11.1.2.~~ Until the Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept ~~CLEC/XO~~ orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by ~~CLEC and Sprint~~ XO and Sprint.

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

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

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

~~2.11.2.3.~~ The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Sprint, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to ~~CLEC/XO~~. Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from ~~CLEC/XO~~ for each

unmatched request. Sprint's report cannot extend beyond the length of time that XO is required to keep LOAs. CLEC XO agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within ~~ten~~ three (103) business days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage of unmatched LOA requests ten (10%) or more, ~~Sprint reserves the right to immediately disconnect the preordering Electronic Interface.~~

~~2.11.2.4.~~ If CLEC 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, CLEC will be considered in breach of the agreement. CLEC then XO must submit can cure the breach by submitting to Sprint evidence to Sprint within ten (10) business day of notice from Sprint of its findings that XO has taken steps to remedy XO's processes for accessing CPNI and/or obtaining and maintaining records of an LOA ~~of an LOA for each inadequate or omitted LOA within three (3) business days of notification of the breach.~~

~~2.11.2.5.~~ Should CLEC not be able to cure the breach in the timeframe noted above, Sprint will discontinue processing new service orders until, in Sprint's determination, CLEC has corrected the problem that caused the breach.

~~2.11.2.6.~~ Sprint will resume processing new service orders upon Sprint's timely review and acceptance of evidence provided by CLEC XO to correct the problem that caused the breach.

~~2.11.2.7.~~ If XO and Sprint do not agree that XO has submitted sufficient evidence of future compliance or if CLEC XO and Sprint do not agree that CLEC XO requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

~~2.11.2.8.~~ When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC XO Electronic Interface to Sprint information systems to allow CLEC XO to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

~~2.11.2.9.~~ When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC XO an Electronic Interface to schedule dispatch and installation appointments at Parity.

~~2.11.2.10.~~ When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC XO an Electronic Interface to Sprint subscriber information systems which will allow CLEC XO to determine if a service call is needed to install the line or service at Parity.

~~2.11.2.11.~~ When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC XO an Electronic Interface to Sprint information systems which will allow CLEC XO to provide service availability dates at Parity.

~~2.11.2.12.~~ When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC XO an Electronic Interface which transmits status information on service orders at Parity. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.



~~2-12:~~ Standards

~~2-12.1:~~ General Requirements. CLEC XO and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

**3. BILLING**

~~3-1:~~ Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify CLEC XO of any deviations to the standards.

~~3-2:~~ Sprint shall bill CLEC XO for each service supplied by Sprint to CLEC XO pursuant to this Agreement at the rates set forth in this Agreement.

~~3-3:~~ Sprint shall provide to CLEC XO a single point of contact for interconnection at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

~~3-4:~~ Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

~~3-5:~~ Subject to the terms of this Agreement, CLEC XO shall pay Sprint within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

~~3-6:~~ Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the procedures set forth in Part B, Article **Error! Reference source not found.** of this Agreement.

Sprint will assess late payment charges to XO in accordance with Part B, § 5.5 of this Agreement.

~~3-8:~~ Sprint shall credit CLEC XO for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

~~3-9:~~ Where Parties have established interconnection, Sprint and the CLEC XO agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC XO will exchange the appropriate records to bill exchange

access charges to the IXC. Sprint and ~~CLEC~~XO agree to capture EMIEMR 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 or cartridge~~).

Direct, cartridge or magnetic tape).

~~3.10.~~ Revenue Protection. Sprint shall make available to ~~CLEC~~XO, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications ~~CLECs-carriers~~, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and ~~COCOT-pay-phone-originating-line~~PUBLIC TELEPHONE ACCESS LINE types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

#### 4. PROVISION OF SUBSCRIBER USAGE DATA

~~4.1.~~ This Article 8 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part) ~~to CLEC~~ to XO and for information exchange regarding long distance billing. The ~~parties~~Parties agree to record call information for interconnection in accordance with this Article 4. To the extent technically feasible, each ~~party~~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 ~~CLEC~~XO the messages that Sprint records for and bills to its end users. These records shall be provided at a ~~party's~~Party's request and shall be formatted pursuant to Telcordia's EMIEMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other ~~party~~Party on non-holiday business days in EMIEMR format via CDN, or provided on a ~~cartridge-cartridge or magnetic tape~~. Sprint and ~~CLEC~~XO agree that they shall retain, at each ~~party's~~Party's sole expense, copies of all EMIEMR records transmitted to the other ~~party~~Party for at least forty-five (45) calendar days after transmission to the other ~~party~~Party.

~~4.2.~~ General Procedures

~~4.2.1.~~ Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.

~~4.2.2.~~ Sprint shall comply with OBF standards when recording and transmitting Usage Data.

~~4.2.3.~~ Sprint shall record all usage originating from ~~CLEC~~XO subscribers using resold

services ordered by ~~CLEC~~XO, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:

- ~~4.2.3.1.~~ Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis.
- ~~4.2.3.2.~~ Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with §\_0\_.
- ~~4.2.3.3.~~ Calls to Directory Assistance where Sprint provides such service to a ~~CLEC~~an XO subscriber.
- ~~4.2.3.4.~~ Calls completed via Sprint-provided Operator Services where Sprint provides such service to ~~CLEC's~~XO's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Telcordia ~~EMI billing records.~~ EMR billing records.
- ~~4.2.3.5.~~ For Sprint-provided Centrex Service, station level detail.
  - ~~4.2.4.~~ Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to ~~CLEC~~XO for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to ~~CLEC~~XO upon the request of ~~CLEC~~XO. If the forty-five (45) day has expired, Sprint may provide the data back-up at ~~CLEC's~~XO's expense.
  - ~~4.2.5.~~ Sprint shall provide to ~~CLEC~~XO Recorded Usage Data for ~~CLEC~~XO subscribers. Sprint shall not submit other ~~CLEC~~XO local usage data as part of the ~~CLEC~~XO Recorded Usage Data.
  - ~~4.2.6.~~ Sprint shall not bill directly to ~~CLEC~~XO subscribers any recurring or non-recurring charges for ~~CLEC's~~XO's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and ~~CLEC~~XO.
  - ~~4.2.7.~~ Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the ~~CLEC or the CLEC's end user.~~ XO or the XO's end user.
  - ~~4.2.8.~~ Sprint shall provide Recorded Usage Data to ~~CLEC~~XO billing locations as agreed to by the Parties.
  - ~~4.2.9.~~ Sprint shall provide a single point of contact to respond to ~~CLEC~~XO call usage, data error, and record transmission inquiries.
  - ~~4.2.10.~~ Sprint shall provide ~~CLEC~~XO with a single point of contact and remote identifiers (IDs) for each sending location.
  - ~~4.2.11.~~ ~~CLEC~~XO shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.

- ~~4.2.12.~~ Sprint shall bill and ~~CLECO~~ shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.
- ~~4.3.~~ Charges
- ~~4.3.1.~~ Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- ~~4.3.2.~~ Sprint will be responsible for returning EMI/EMR records to IXCs with the proper EMIEMR Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- ~~4.3.3.~~ Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, ~~cartridge, diskette, cartridge, magnetic tape,~~ or CD-ROM) requested by ~~CLEC~~ as follows: XO as follows:
- ~~4.3.3.1.~~ Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
- ~~4.3.3.2.~~ Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMIEMR industry format will be exchanged daily or at other mutually agreed upon intervals, and ~~CLECO~~ will pay Sprint for providing such call detail;
- ~~4.3.3.3.~~ The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
- ~~4.3.3.4.~~ Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when ~~CLECO~~ places the order for service;
- ~~4.3.3.5.~~ Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
- ~~4.3.3.6.~~ Sprint shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Sprint shall also bill ~~CLECO~~ for additional copies of the monthly invoice.
- ~~4.3.4.~~ For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.
- ~~4.4.~~ Central Clearinghouse & Settlement
- ~~4.4.1.~~ Sprint and ~~CLECO~~ shall agree upon Clearinghouse and Incollect/Outcollect procedures.
- ~~4.4.2.~~ Sprint shall settle with ~~CLECO~~ for both intra-region and inter-region billing

exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

~~4.5.~~ Lost Data

~~4.5.1.~~ Loss of Recorded Usage Data. ~~CLEC~~XO Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to ~~CLEC~~XO. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from ~~CLEC~~XO, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and ~~CLEC~~XO. This estimate shall be used to adjust amounts ~~CLEC~~XO owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

~~4.5.2.~~ Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in §~~81.5.1~~ **Error! Reference source not found.** above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

~~4.5.3.~~ Complete Loss. When Sprint is unable to recover data as discussed in §~~81.5.1~~ above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

~~4.5.4.~~ Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by ~~CLEC~~XO and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

~~4.5.5.~~ If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss

~~4.5.6.~~ If the loss occurs on a weekday that is a holiday (except Christmas and Mother's ~~day~~Day), Sprint shall use volumes from the two (2) preceding Sundays.

~~4.5.7.~~ If the loss occurs on Mother's ~~day~~Day or Christmas ~~day~~Day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of ~~CLEC~~XO's most recent three (3) month message volume

growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

#### ~~4.6:~~ Testing, Changes and Controls

~~4.6.1:~~ The Recorded Usage Data, EMEMR format, content, and transmission process shall be tested as agreed upon by CLEC~~XO~~ and Sprint.

~~4.6.2:~~ Control procedures for all usage transferred between Sprint and CLEC~~XO~~ shall be available for periodic review. This review may be included as part of an Audit of Sprint by CLEC~~XO~~ or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and CLEC~~XO~~ must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Sprint ~~XO and Sprint.~~

#### ~~4.6.3:~~ Sprint Software Changes

~~4.6.3.1:~~ When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC~~XO~~, designated Sprint personnel shall notify CLEC~~XO~~ no less than ninety (90) calendar days before such changes are implemented.

~~4.6.3.2:~~ Sprint shall communicate the projected changes to CLEC~~sXO's~~ single point of contact so that potential impacts on CLEC~~XO~~ processing can be determined.

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

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

#### ~~4.6.4:~~ CLEC~~XO~~ Requested Changes:

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

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

#### ~~4.7:~~ Information Exchange and Interfaces

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

#### ~~4.7.2:~~ Rejected Recorded Usage Data

~~4.7.2.1:~~ Upon agreement between CLEC~~XO~~ and Sprint, messages that cannot be rated and/or billed by CLEC~~XO~~ may be returned to Sprint via CDN or other medium as agreed by the

Parties. Returned messages shall be sent directly to Sprint in their original EM/EMR format utilizing standard EM/EMR return codes.

~~§1-7.2.1-return-codes:~~

~~4-7.2.2:~~ Sprint may correct and resubmit to CLEC/XO any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a CLEC/XO end user. CLEC/XO will not return a message that has been corrected and resubmitted by Sprint. Sprint will only assume liability for errors and unguideables caused by Sprint.

## 5. GENERAL NETWORK REQUIREMENTS

- ~~5-1:~~ Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.
- ~~5-2:~~ During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide CLEC/XO with maintenance support at Parity.
- ~~5-3:~~ Sprint shall provide on a regional basis, a point of contact for CLEC/XO to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- ~~5-4:~~ Sprint shall provide CLEC/XO maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- ~~5-5:~~ Sprint shall cooperate with CLEC/XO to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- ~~5-6:~~ All Sprint employees or contractors who perform repair service for CLEC/XO subscribers shall follow Sprint standard procedures in all their communications with CLEC/XO subscribers. These procedures and protocols shall ensure that:
  - ~~5-6-1:~~ Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
  - ~~5-6-2:~~ Trouble calls from CLEC/XO shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is a CLEC/XO subscriber or a Sprint subscriber.
- ~~5-7:~~ Sprint shall provide CLEC/XO with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC/XO under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. CLEC/XO shall

perform its own testing for UNEs.

~~5.8.~~ Sprint shall give maximum advanced notice to CLEC XO of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC XO has advised Sprint may potentially impact ~~CLEC subscribers~~ XO subscribers.

~~5.9.~~ Notice of Network Event. Each ~~party~~ 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 CLEC XO subscribers requesting repair, Sprint shall provide such CLEC XO subscriber with the correct CLEC XO repair telephone number as such number is provided to Sprint by CLEC XO. Once the Electronic Interface is established between Sprint and CLEC XO, Sprint agrees that CLEC XO may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by CLEC XO.

~~5.11.~~ Upon establishment of an Electronic Interface, Sprint shall notify CLEC XO via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC XO will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.

\_\_\_\_\_ exists.

~~5.12.~~ Sprint shall perform all testing for resold Telecommunications Services.

~~5.13.~~ Sprint shall provide test results to CLEC XO, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC XO with the disposition of the trouble.

~~5.14.~~ If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC XO requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC XO will bear the cost.

## 6. MISCELLANEOUS SERVICES AND FUNCTIONS

### ~~6.1.~~ General

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

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

~~6.1.2.1.~~ Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from



Local Switching shall be provided to CLEC XO in accordance with the following:

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

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

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

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

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

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

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

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

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

~~6.1.3.2.1.~~ Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

~~6.1.3.2.2.~~ Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.

~~6.1.4.~~ If a third party is the primary service provider to a government agency, CLEC XO shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CLEC XO are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.

~~6.1.5.~~ If CLEC XO or its Affiliate is the primary service provider to a government agency, CLEC XO and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

- ~~6.1.6.~~ Interconnection and database access shall be priced as specified in ~~Part C.~~ Attachment I.
- ~~6.1.7.~~ Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- ~~6.1.8.~~ In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with ~~CLEC~~XO data in an interval at Parity with that experienced by Sprint subscribers.
- ~~6.1.9.~~ Sprint shall transmit to ~~CLEC~~XO daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX-s. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- ~~6.1.10.~~ Sprint shall provide to ~~CLEC~~XO the necessary UNEs for ~~CLEC~~XO to provide E911/911 services to government agencies. If such elements are not available from Sprint, Sprint shall offer E911/911 service for resale by ~~CLEC~~XO to government agencies.
- ~~6.1.11.~~ The following are Basic 911 and E911 Database Requirements
- ~~6.1.11.1.~~ The ALI database shall be managed by Sprint, but is the property of Sprint and ~~CLEC~~XO for those records provided by ~~CLEC~~XO.
- ~~6.1.11.2.~~ To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, magnetic tape, or in a format suitable for use with desktop computers.
- ~~6.1.11.3.~~ ~~CLEC~~XO shall be solely responsible for providing ~~CLEC~~XO database records to Sprint for inclusion in Sprint's ALI database on a timely basis.
- ~~6.1.11.4.~~ Sprint and ~~CLEC~~XO shall arrange for the automated input and periodic updating of the E911 database information related to ~~CLEC~~XO end users. Sprint shall work cooperatively with ~~CLEC~~XO to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files or magnetic tape that conform to NENA Version #2 format.
- ~~6.1.11.5.~~ ~~CLEC~~XO shall assign an E911 database coordinator charged with the responsibility of forwarding ~~CLEC~~XO end user ALI record information to Sprint or via a ~~third-party~~third party entity, charged with the responsibility of ALI record transfer. ~~CLEC~~XO assumes all responsibility for the accuracy of the data that ~~CLEC~~XO provides to Sprint.
- ~~6.1.11.6.~~ ~~CLEC~~XO shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from ~~CLEC~~XO. If Sprint detects an error in the ~~CLEC~~XO provided data, the data shall be returned to ~~CLEC~~XO within two (2) business days from when it was provided to Sprint. ~~CLEC~~XO shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual

entry shall be allowed only in the event that the system is not functioning properly.

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

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

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

~~6.1.12.~~ The following are basic 911 and E911 Network Requirements

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

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

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

~~6.1.12.4.~~ Each ALI discrepancy report shall be jointly researched by Sprint and ~~CLEC~~XO. Corrective action shall be taken immediately by the responsible ~~party~~Party.

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

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

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

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

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

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

~~6.1.12.5.6.~~ Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without ~~delay~~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 ~~CLEC system carrier system~~ diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available ~~CLEC carrier~~ systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

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

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

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

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

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

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

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

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

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

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

~~6.1.13.9.~~ Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

Directory Assistance Service

Sprint shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by XO subscribers directly to, at XO's option, either (a) the XO DA service platform to the extent Sprint's switch can perform this customized routing, or (b) Sprint DA service platform to the extent there is a DA service platform for that serving area.

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

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

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

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

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

Sprint shall provide XO with the same level of support for the provisioning of Directory Assistance as Sprint provides itself. Quality of service standards shall be measured at the aggregate level in accordance with standards and performance measurements that are at Parity with the standards and/or performance measurements that Sprint uses and/or which are required by law, regulatory agency, or by Sprint's own internal procedures, whichever are the most rigorous.

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

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

Directory Assistance services provided by Sprint to XO subscribers shall be branded in accordance with Part B, Article 10 of this Agreement.

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

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

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

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

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

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

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

#### Operator Services

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

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

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

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

Operator Services provided to XO subscribers shall be branded in accordance with Part B, Article 10 of this Agreement.

Sprint shall provide the following minimum Operator Service capabilities to XO subscribers:

- Sprint shall complete 0+ and 0- dialed local calls.
- Sprint shall complete 0+ intraLATA toll calls.
- Sprint shall complete calls that are billed to a 0+ access calling card.
- Sprint shall complete person-to-person calls.
- Sprint shall complete collect calls.
- Sprint shall provide the capability for callers to bill to a third party and complete such calls.
- Sprint shall complete station-to-station calls.
- Sprint shall process emergency calls.
- Sprint shall process Busy Line Verify and Busy Line Verify and Interrupt requests.
- To the extent not prohibited by law or regulation, Sprint shall process emergency call trace.
- Sprint shall process operator-assisted directory assistance calls.
- Sprint shall provide basic rate quotes, subject to Sprint's operator systems being capable to perform unique rating for XO.
- Sprint shall process time-and-charges requests, at Parity with Sprint's own service offerings.
- Sprint shall route 0- traffic directly to a "live" operator team.
- When requested by XO, Sprint shall provide instant credit on operator services calls as provided to Sprint subscribers or shall inform XO subscribers to call an 800 number for XO subscriber service to request a credit. Sprint shall provide one 800 number for business subscribers and another for residential subscribers.
- Caller assistance for the disabled shall be provided in the same manner as provided to Sprint subscribers.
- When available, Sprint shall provide operator-assisted conference calling.
  - Operator Service shall provide XO's local usage rates when providing rate quote and time-and-charges services, and subject to the provisions described herein.
  - Operator Service shall adhere to equal access requirements.
  - Sprint shall exercise the same level of fraud control in providing Operator Service to XO that Sprint provides for its own operator service.

Sprint shall query for Billed Number Screening restrictions when handling Collect, Third Party, and Calling Card Calls, both for station to station and person to person call types.

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

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

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

Sprint shall provide call records in accordance with Article 4 of this Attachment VII.

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

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

~~6.2.~~ Directory Assistance and Listings Service Requests

~~6.2.1.~~ These requirements pertain to Sprint's DA and Listings Service Request process that enables ~~CLEC~~XO to (a) submit ~~CLEC~~XO subscriber information for inclusion in Sprint Directory Assistance and Directory Listings databases; (b) submit ~~CLEC~~XO subscriber information for inclusion in published directories; and (c) provide ~~CLEC~~XO 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 ~~CLEC~~XO can place an order with a single point of contact within Sprint.

~~6.2.3.~~ Sprint will provide to ~~CLEC~~XO 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 ~~CLEC~~XO.

~~6.2.3.2.~~ Migrate with Additions. Retain all white page listings for the subscriber in both



DA and DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC/XO.

~~6.2.3.3.~~ Migrate with Deletions. Retain all white page listings for the subscriber in both DA and DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC/XO.

~~6.2.3.4.~~ To ensure accurate order processing, Sprint or its directory publisher shall provide to CLEC/XO 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~~ dates.

~~6.2.4.~~ Based on changes submitted by CLEC/XO, Sprint shall update and maintain directory assistance and directory listings data for ~~CLEC-subscribers who~~ XO subscribers who:

~~6.2.4.1.~~ Disconnect Service;

~~6.2.4.2.~~ Change CLEC;

~~6.2.4.3.~~ Install Service; Service;

Change carrier;

~~6.4.4.3.~~ Install Service;

~~6.4.4.4.~~ Change any service which affects DA information;

~~6.2.4.5.~~ Specify Non-Solicitation; and

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

~~6.2.5.~~ Sprint shall not charge for storage of CLEC/XO subscriber information in the ~~DL systems~~ DA and DL systems.

~~6.2.6.~~ CLEC/XO shall not charge for storage of Sprint subscriber information in the ~~DL~~

~~systems.~~ DA and DL systems.

- ~~6.3.~~ Directory Listings General Requirements. CLEC~~XO~~ acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. CLEC~~XO~~ acknowledges that for a CLEC~~an~~XO subscriber's name to appear in a directory, CLEC~~XO~~ must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist CLEC~~XO~~ in obtaining an agreement with the directory publisher that treats CLEC~~XO~~ at Parity with the publisher's treatment of Sprint.
- ~~6.3.1.~~ This § 0 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 CLEC~~XO~~ subscribers in Sprint territories where CLEC~~XO~~ 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 CLEC~~XO~~ customer located within the geographic scope of its White Page directories, at no additional charge to CLEC~~XO~~. A basic White Pages listing is defined as a customer name, address and either the CLEC~~XO~~ assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC~~XO~~ customers will be interfiled with listings of Sprint and other LEC customers.
- ~~6.3.4.~~ CLEC~~XO~~ agrees to provide CLEC~~XO~~ customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide CLEC~~XO~~ with the appropriate format for provision of CLEC~~XO~~ customer listing information to Sprint. The ~~parties~~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~~Parties agree to adopt such format.
- ~~6.3.5.~~ Sprint agrees to provide White Pages database maintenance services to CLEC~~XO~~. CLEC~~XO~~ will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- ~~6.3.6.~~ CLEC~~XO~~ customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC~~XO~~ customers.
- ~~6.3.7.~~ In addition to a basic White Pages listing, Sprint will provide, ~~tariffed under separate agreement.~~ White Pages listings (e.g.: additional, alternate, foreign and

non-published listings) for CLECXO to offer for resale to CLEC'sXO's customers.

~~6.3.8.~~ Sprint, or its directory publisher, agree to provide White Pages distribution services to CLECXO customers within Sprint's service territory at no additional charge to CLECXO. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLECXO customers.

~~6.3.9.~~ Sprint agrees to include critical contact information pertaining to CLECXO in the "Information Pages" of those of its White Pages directories containing information pages, provided that CLECXO meets criteria established by its directory publisher. Critical contact information includes CLEC'sXO'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. CLECXO will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC'sXO's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

~~6.3.10.~~ Sprint will accord CLECXO customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to CLECXO 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 CLECcarrier that contains customer listings of both Sprint and CLECXO will not be deemed a violation of this confidentiality provision.

~~6.3.11.~~ Sprint will sell or license CLEC'sXO's customer listing information to any third parties unless CLECXO submits written requests that Sprint refrain from doing so. Sprint and CLECXO will work cooperatively to share any payments for the sale or license of CLECXO customer listing information to third parties. Any payments due to CLECXO for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The ~~parties~~Parties acknowledge that the release of CLEC'sXO's customer listing to Sprint's directory publisher will not constitute the sale or license of CLEC'sXO's customer listing information causing any payment obligation to arise pursuant to this § 0.

~~6.4.~~ Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLECXO which will

address other directory services desired by CLEC XO as described in this § 0. Both Parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 0 are not binding upon Sprint's directory publisher.

- ~~6.4.1.~~ Sprint's directory publisher will negotiate with CLEC XO concerning the provision of a basic Yellow Pages listing to CLEC XO customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC XO customers.
- ~~6.4.2.~~ Directory advertising will be offered to CLEC XO customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other CLEC XO customers. Directory advertising will be billed to CLEC XO customers by directory publisher.
- ~~6.4.4.~~ Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC XO is maintained without interruption.
- ~~6.6.4.~~ Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 0 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- ~~6.6.5.~~ Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- ~~6.5.~~ 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 CLEC carriers to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.
- ~~6.6.~~ Systems Interfaces and Exchanges
  - ~~6.6.1.~~ Directory Assistance Data Information Exchanges and Interfaces
- ~~6.8.1.1.~~ Subscriber List Information
  - ~~6.6.1.1.1.~~ Sprint shall provide to CLEC XO, within sixty (60) days after the Approval Date of this Agreement, or at CLEC XO's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file

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

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

~~6.9.~~ Listing Types

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

**PART J - REPORTING STANDARDS**

**1. GENERAL**

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

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

**“Sprint”**

[Insert Sprint company Name]

**“~~XO~~CLEC”**

[Insert CLEC Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name  
(typed): \_\_\_\_\_

Name  
(typed): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



PART ~~MASTER~~ – MASTER COLLOCATION LICENSE AGREEMENT

~~{Insert date}~~

~~{Insert Customer Name}~~

and

~~{Insert Sprint Company Name}~~

THIS DOCUMENT IS A DRAFT AND REPRESENTS THE CURRENT POSITIONS OF THE SPRINT OPERATING TELEPHONE COMPANIES WITH RESPECT TO COLLOCATION. SPRINT RESERVES THE RIGHT TO MODIFY THESE POSITIONS. THIS DOCUMENT IS NOT AN OFFER.

**Table of Contents**

	<b>Page</b>
1. DEFINITIONS.....	1
2. TERM.....	2
3. SCOPE OF AGREEMENT.....	4
4. CHANGE IN LAW.....	5
5. COLLOCATION OPTIONS.....	5
6. DEMARCATION POINT.....	15
7. APPLICATION PROCESS.....	16
8. APPLICATION RESPONSE.....	18
9. CONSTRUCTION.....	20
10. SPACE RESERVATION.....	<u>22</u> <sup>24</sup>
11. PROVISIONING INTERVALS.....	22
12. EQUIPMENT.....	<u>23</u> <sup>22</sup>
13. AUGMENTS AND ADDITIONS.....	<u>24</u> <sup>23</sup>
14. USE OF COMMON AREAS.....	24
15. SPRINT'S SERVICES AND OBLIGATIONS.....	25
16. RATES.....	<u>26</u> <sup>25</sup>
17. SPRINT SERVICES AND OBLIGATIONS.....	26
18. LICENSEE'S OBLIGATIONS.....	<u>32</u> <sup>31</sup>
19. BUILDING RIGHTS.....	<u>39</u> <sup>38</sup>
20. INSURANCE.....	<u>40</u> <sup>39</sup>
21. INDEMNIFICATION.....	<u>42</u> <sup>40</sup>
22. LIMITATION OF LIABILITY.....	<u>43</u> <sup>41</sup>
23. PARTIAL DESTRUCTION.....	<u>43</u> <sup>42</sup>
24. EMINENT DOMAIN.....	<u>44</u> <sup>42</sup>
25. BANKRUPTCY.....	<u>44</u> <sup>43</sup>
26. CONFIDENTIALITY AND PUBLICITY.....	<u>44</u> <sup>43</sup>
27. ASBESTOS.....	<u>46</u> <sup>44</sup>
28. ASSIGNMENT.....	<u>46</u> <sup>45</sup>
29. ENTIRE AGREEMENT.....	<u>47</u> <sup>46</sup>
30. NO PARTNERSHIP.....	<u>47</u> <sup>46</sup>
31. DISPUTE RESOLUTION.....	<u>47</u> <sup>46</sup>
32. MISCELLANEOUS.....	<u>48</u> <sup>47</sup>
PART I TERMS.....	<u>52</u> <sup>51</sup>
PART II COMPENSATION.....	<u>53</u> <sup>52</sup>
1. ITEMIZED LISTING OF FEES.....	<u>53</u> <sup>52</sup>
2. ADJUSTMENTS.....	<u>55</u> <sup>53</sup>



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

.....This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between  
\_\_\_\_\_, a \_\_\_\_\_ corporation (the "Licensee") and  
\_\_\_\_\_. ("Sprint").

**1. DEFINITIONS.**

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

- 1.1. "Act" means the Communications Act of 1934, as amended.
- 1.2. "Active Collocation Space" means 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 (AC poser), 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.
- 1.3. "Cable Vault" shall mean a location in a Premises where facilities enter the Premises from the Outside Cable Duct and access the Inner Duct 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 Collocation in a particular Premises, not limited to a cage enclosing Licensee's equipment within the Premises.
- 1.6. "Collocation Point of Termination" shall mean the physical demarcation point as described in Section 5.
- 1.7. "Collocation Space" shall mean an area of space as agreed between the parties, located in a Building to be used by Licensee to house telecommunications 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 other than a Central Office Building which is controlled by Sprint and which is suitable for collocation of telecommunications equipment.
- 1.9. "Date of Occupancy" shall mean the date on which Licensee first occupies the Collocation Space pursuant to this Agreement.
- 1.10. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.11. "Inactive Collocation Space" means 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.
- 1.12. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.13. "Licensee" shall mean XO.
- ~~1.13~~ 1.14. "Live load capacity" as it relates to a Licensee's collocation space refers to the structural strength of the floor to support the weight of Licensee's property and equipment installed in the collocated space.
- ~~1.14~~ 1.15. "LOE" shall mean Licensee-owned equipment.
- ~~1.15~~ 1.16. "Outside Cable Duct" shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- ~~1.16~~ 1.17. "Physical Collocation" is as defined in 47 CFR 51.5.
- ~~1.17~~ 1.18. "Premises" is as defined in 47 C.F.R. 51.5.
- ~~1.18~~ 1.19. "Tariffed Service" shall mean the interconnection of Licensee's equipment and Sprint's equipment pursuant to the Sprint Access Service tariffs as filed with the Federal Communications Commission ("FCC"), or applicable state tariffs.
- ~~1.19~~ 1.20. "Virtual Collocation" is as defined in 47 C.F.R. 51.5.

## 2. TERMINATION OF OCCUPANCY.

- ~~2.1. This Agreement shall be deemed effective upon execution by both Parties, provided however that if Customer has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full.~~
- ~~2.2. This Agreement shall terminate two years from the date of execution.~~

~~2.3. 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 ninety (90) days after written notice thereof.~~

~~2.4. 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.~~

~~2.5. 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.~~

2.6.2.1. Termination. Licensee may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to Sprint. Upon termination of such occupancy, Licensee at its expense shall remove its equipment and other property from the Collocation Space. Licensee shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Licensee's Guests; provided, however, that Licensee shall continue payment of monthly fees to Sprint until such date as Licensee has fully vacated the Collocation Space. Licensee will surrender the Collocation Space to Sprint in the same condition as when first occupied by Licensee, except for ordinary wear and tear.

2.7.2.2. Licensee shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition. Upon termination of Licensee's right to possession without termination, Licensee 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 will have the right to remove the equipment and other property of Licensee or the Licensee's Guest at Licensee's expense and with no liability for damage or injury to Licensee's property.

2.8.2.3. Should Sprint under any section of this Agreement remove any of Licensee's equipment from its collocation space, Sprint will deliver to Licensee any equipment removed by Sprint only upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Sprint under this Agreement. Sprint is hereby given lien, subordinate only to any purchase money or financing lien in connection with the construction, reconstruction or extension Licensee's equipment located in Sprint's premises or removed therefrom, with power of public or private sale, to cover any amounts due Sprint under the provisions of this

Agreement. Such lien shall not operate to prevent Sprint or joint users from pursuing, at their option, any other remedy in law, equity or otherwise, including any other remedy provided in this Agreement.

~~2.9~~ 2.4. Surrender of Keys. Licensee shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the Building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.

~~2.10~~ 2.5. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon 30 days prior notice, to seek to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide telecommunications services to its end user customers. ~~In If successful such cases,~~ Sprint will reimburse Licensee for reasonable direct costs and expenses in connection with such reclamation. Licensee reserves the right to dispute such reclamation under the dispute resolution provisions of this Agreement.

~~2.11~~ 2.6. If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require Licensee to move to equivalent space in the Building upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all ~~moving costs associated with Licensee's move,~~ and the License Fee provided for herein shall remain the same. Licensee reserves the right to dispute such relocation under the dispute resolution provisions of this Agreement.

### 3. SCOPE OF AGREEMENT.

- 3.1. Sprint will provide Collocation to Licensee 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)).
- 3.2. Prices and fees for collocation and other services under this Agreement are contained in the price list attached hereto as Attachment B. ~~In the event Sprint files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs will control over Attachment B as of the date the tariff becomes effective. The terms and conditions of this Agreement will control over any terms and conditions in the tariff.~~
- 3.3. This Agreement states the general terms and conditions upon which Sprint will grant to Licensee a non-exclusive license to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service as specifically

identified on a completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as Attachment A). Such service will be provided by installing, maintaining and operating Licensee's equipment, which will interconnect with telecommunications services and facilities provided by Sprint or others in accordance with this Agreement.

#### **4. CHANGE IN LAW**

~~4.1. 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 of each such Amended Rules relating to any of the provisions in this Agreement.~~

~~4.2.3.4. Notwithstanding any other provision of this Agreement to the contrary, this section shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules.~~

#### **5.4. COLLOCATION OPTIONS.**

~~5.1.4.1. Cageless.~~ Sprint will offer Collocation Space to allow Licensee to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint will allow Licensee to have access to its equipment and facilities 24 hours a day, 7 days a week without need for a security escort provided that Licensee has met Sprint's safety and security requirements. Sprint may require Licensee to use a central entrance to the Sprint Central Office. Sprint shall make cageless collocation available in single bay increments, including space adjacent or next to Sprint's equipment. Except where Licensee's equipment requires special

technical considerations (e.g., special cable racking, isolated ground plane), Sprint will assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Licensee must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

5.2.4.2.Caged. Sprint will authorize the enclosure of Licensee's equipment and facilities at Licensee's option. Sprint will provide guidelines and specifications upon request. Based on Licensee's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At Licensee's option, Sprint will permit Licensee to construct, or to arrange with a third party vendor to construct, a Collocation Arrangement enclosure at Licensee's sole expense. If Licensee is the first CLEC in a Sprint Premises, Licensee will not be responsible for the entire cost of site preparation and security. Licensee or Licensee's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. Licensee's The third party vendor shall bill Licensee directly for all work performed for Licensee and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. Licensee must provide the local Sprint building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Sprint will not access Licensee's locked enclosure prior to notifying Licensee and obtaining authorization.

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

5.3.4.3.Shared (Subleased) Caged Collocation. Licensee may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by Licensee ("Host") and other telecommunications carriers ("Guests"). Licensee will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by Licensee that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

5.3.4.3.1. As Host, Licensee will be the sole interface and responsible party to Sprint for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of the Standard Offer); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that

the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Sprint will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a Licensee.

~~5.3.2.4.3.2.~~ Sprint will not place unreasonable restrictions on Licensee's use of a cage, and as such will allow Licensee to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs have interconnection agreements with Sprint and utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocator.

~~5.3.3.4.3.3.~~ If Host terminates a Collocation Arrangement, Host will provide Guest 30 days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.

~~5.4.4.4.~~ **Adjacent Collocation.** Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property or other location where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Sprint will decide the location if that location is to be on the Sprint property. Unless prohibited by zoning or other state and local regulations, Sprint will not withhold agreement as to the site desired by Licensee, subject only to reasonable safety and maintenance requirements.

~~5.4.1.4.4.1.~~ Licensee will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Sprint point of interconnection. Should Licensee elect such an option, Licensee must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.

~~5.4.2.4.4.2.~~ Sprint maintains the right to review Licensee's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within thirty (30) calendar days of receipt of the Bona Fide Firm Order (BFFO). Except that such time period may be extended if any delay is due to the actions of Licensee. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Sprint may require Licensee to correct any deviations from approved plans found during such inspection(s).

~~5.4.3~~ 4.4.3. Sprint will provide AC power, as requested, subject to being technically feasible. At its option, Licensee may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's.

~~5.4.4~~ 4.4.4. Subject to Licensee being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the Licensee to relocate its equipment from an Adjacent Facility into the Sprint Premises. In the event Licensee chooses to relocate its equipment, appropriate charges applicable for collocation within the Sprint Premises will apply.

~~5.5~~ 4.5. Contiguous Space. To the extent possible, Sprint will provide Licensee with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

~~5.6~~ 4.6. Virtual Collocation. Sprint will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.323).

~~5.6.1~~ 4.6.1. Licensee may from time to time, lease to Sprint, at no cost to Sprint, equipment that meet applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.

~~5.6.2~~ 4.6.2. Virtually collocated equipment shall be purchased by Licensee. Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of Licensee's equipment, arrangement or facilities.

~~5.6.3~~ 4.6.3. Sprint will, at a minimum, install, maintain, and repair Licensee's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties. The following services are not covered by this Agreement: 1) services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint; 2) service of attached, related, collateral or ancillary equipment or software not covered by this section; 3) repairing damage caused to Licensee's collocated equipment by persons other than Sprint, or its authorized contractors, or 4) repairing damage to other property or equipment caused by operation of Licensee's collocated equipment and not caused by the ~~sole negligence or intentional misconduct~~ of Sprint.

~~5.6.4~~ 4.6.4. Licensee warrants that Sprint shall have quiet enjoyment of the equipment. Sprint will be entitled to the benefit of any applicable



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

~~§ 6.4.1.4.6.4.1~~ § 6.4.1.4.6.4.1 In the event Sprint's right to quiet enjoyment is breached, either by Licensee's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Sprint may give written notice to Licensee and all of Sprint's obligations relating to the affected equipment shall terminate immediately.

~~§ 6.5.4.6.5~~ § 6.5.4.6.5 Sprint's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to Licensee at rates agreed on by the Parties or as ~~filed in a tariff and approved~~ established by the Commission.

~~§ 7.4.7.A~~ § 7.4.7.A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.

~~§ 7.1.4.7.1~~ § 7.1.4.7.1 Splitters

~~§ 7.1.4.7.1.1~~ § 7.1.4.7.1.1 Option One. In providing access to the High Frequency Spectrum Network Element, Licensee may purchase, install and maintain the splitter in their caged or cageless collocation space. There are two wiring configurations associated with the DSLAMS: (1) the DSLAM is direct wired to the POTS Splitter and (2) the DSLAM is direct wired to the MDF. All wiring connectivity from Licensee's Splitter(s) (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. Sprint will provide and, if requested, install the cabling from Licensee's Collocation Space 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. Licensee will make all cable connections to ~~its~~their equipment.

~~5.7.1.2.4~~ 5.7.1.2.4.7.1.2 Option Two - Lease

~~5.7.1.2.1.4.7.1.2.1~~ 5.7.1.2.1.4.7.1.2.1 Licensee may from time to time, lease to Sprint, at no cost to Sprint, rack mounted POTS splitters that meet applicable FCC requirements, such as the requirements for POTS splitters contained in Annex E in the ADSL standard, T1.413-1998 "Network and Customer Interfaces – Asymmetric Digital Subscriber Line (ADSL) Metallic Interface", and subsequent revisions (the "Splitters") for the sole purpose of having Sprint install the Splitter(s), replace Splitter(s), and replace the Splitter cards in Sprint's Central Offices.

~~5.7.2.4.7.2~~ 5.7.2.4.7.2 Application and Provisioning

~~5.7.2.1.4.7.2.1~~ 5.7.2.1.4.7.2.1 For each Splitter that Licensee desires to place in a Sprint Central Office in which Licensee is already collocated, Licensee will submit to Sprint an Application. If Licensee is not yet collocated, Licensee will request Splitter provisioning at the time of application for collocation.

~~5.7.2.2.4.7.2.2~~ 5.7.2.2.4.7.2.2 Sprint will complete the installation within 60 calendar days following Firm Order Commitment and Sprint's receipt of the Splitter(s). Sprint will provide Licensee with a deployment schedule for completing installation of the Splitters if the installation will be completed in less than 60 days.

~~5.7.2.3.4.7.2.3~~ 5.7.2.3.4.7.2.3 Licensee agrees to pay the actual costs of the engineering work within 30 days of receipt of Sprint's invoice. Licensee will also pay the full costs of transportation of the Splitters to the applicable Sprint Central Office.

~~5.7.2.4.4.7.2.4~~ 5.7.2.4.4.7.2.4 The Parties agree that each Splitter provided by Licensee to Sprint under a License shall constitute a lease of such Splitter by Licensee to Sprint, at no cost, for the term of the License.

~~5.7.3.4.7.3~~ 5.7.3.4.7.3 Installation

~~5.7.3.1~~4.7.3.1 Sprint agrees to place the Splitters in the applicable Central Offices in an appropriate location chosen by Sprint. Sprint will use reasonable efforts to install the Splitter in a relay rack or bay as close to the main distribution frame as is reasonably practicable. Unless otherwise agreed upon in writing between the Parties, rack space will be allocated on a shelf by shelf basis.

~~5.7.3.2~~4.7.3.2 All wiring connectivity from Licensee's splitter (Sprint analog voice input to the splitter and combined analog voice/data output from the Splitter) will be cabled out to the Sprint main distribution frame for cross connection with jumpers if practicable.

~~5.7.3.3~~4.7.3.3 Sprint will provide and install the cabling from the Splitter(s) to Sprint's main distribution frame and from the Splitter(s) to Licensee's Collocation Space at pricing set forth in Attachment B, except that no charges shall apply for any reassignment of carrier facilities or reduction of existing facilities.

#### ~~5.7.4~~4.7.4 Cards

~~5.7.4.1~~4.7.4.1 Licensee is responsible for ordering and providing to Sprint splitter cards as necessary to effectively operate the Splitter. Sprint will install such cards per Licensee's instructions. Licensee will provide one empty card for every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity. Licensee is responsible for Splitter assignments and monitoring for exhaust based on block and pin assignments.

#### ~~5.7.4.2~~4.7.4.2 Card and Splitter Replacement

~~5.7.4.2.1~~4.7.4.2.1 During the term of each License that includes Splitters, Sprint agrees to replace the Splitter cards if requested to do so by Licensee. Sprint and Licensee shall take efforts to minimize possible service disruptions, including, but not limited to, replacing Splitter cards during maintenance windows. Sprint will not use the Splitters for any purposes other than that for which they were designed. Sprint may perform these obligations through Sprint's employees or any qualified company.

~~5.7.4.2.2~~4.7.4.2.2 Licensee will provide replacement cards and replacement Splitters as required. Replacement Splitters will be either new or of like-new quality.

Upon Licensee's written request, Sprint will return the replaced Splitter(s) to Licensee. Licensee agrees to pay the full costs of transportation of replacement Splitters to and from Sprint's central office.

~~5.7.4.2.3~~ 4.7.4.2.3 The following services are not covered by this Agreement: 1) services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint; 2) service of attached, related, collateral or ancillary equipment or software not covered by this Agreement; 3) repairing damage caused to the Splitter by persons other than Sprint, or its authorized contractors, or 4) repairing damage to other property or equipment caused by operation of the Splitter and not caused by the sole negligence of Sprint.

#### ~~5.7.5.4~~ 4.7.5. Co-operative Testing and Inspection

~~5.7.5.1~~ 4.7.5.1 Licensee agrees that operation of the Splitters will not commence before Licensee provides a device to Sprint, which will allow Sprint to test when it installs the Splitters and cabling.

~~5.7.5.2~~ 4.7.5.2 Sprint agrees to allow Licensee to have reasonable, escorted access to the Splitters and the termination points for cooperative testing and inspection upon the request of either party, at a time mutually agreeable to both parties and in accordance with Sprint's Co-operative Testing Policy. The requesting party agrees to pay the other party's actual costs calculated on a time and material basis.

~~5.7.5.3~~ 4.7.5.3 When the Licensee is provided test access to the splitter and its termination points, Licensee will at all times permit only those of its employees, contractors, or agents to make such testing who are properly certified as qualified under reasonable terms and conditions determined by Sprint within its sole discretion, and under such contract arrangements reasonably required by Sprint of Licensee.

#### ~~5.7.6~~ 4.7.6 Payment

~~5.7.6.1~~ 4.7.6.1 Sprint shall perform replacement of the cards and the Splitters on a time and materials basis as needed. Licensee will make Payment according to the License for maintenance services within 30 days of receipt by Licensee of Sprint's invoice.

~~5.7.6.2~~ 4.7.6.2 Prices for all other services associated with the Splitters, including rack or bay space, are reflected in the price list or applicable tariff.

#### ~~5.7.7~~ 4.7.7 Return of Splitters

~~5.7.7.1~~ 4.7.7.1 Upon termination of any License that includes Splitters (by expiration or otherwise) Sprint will insure that the Splitter is in as good operating order, repair, condition and appearance as when received, less normal wear and tear, and excepting physical damage, loss, destruction, theft or governmental taking in which case the provisions of Section 10 shall apply. Licensee agrees to provide Sprint via pre-paid delivery with a medium for packaging and transportation of such Splitter. Licensee absolves Sprint of any damage, which may occur as a result of Splitter transportation to Licensee.

#### ~~5.7.8~~ 4.7.8 Labeling

~~5.7.8.1~~ 4.7.8.1 Sprint agrees that, upon the request of Licensee, it shall cause the Splitters to be plainly, permanently, and conspicuously marked, by metal tag or plate supplied by Licensee to be affixed thereto, indicating Licensee's ownership of the Splitters. Sprint will not remove, destroy or obliterate any such marking. Sprint agrees to keep all Splitters free from any marking or labeling which might be interpreted as a claim of ownership thereof by Sprint or any party other than the Licensee.

#### ~~5.7.9~~ 4.7.9 Loss and Damage

~~5.7.9.1~~ 4.7.9.1 Licensee shall bear the risk of loss or damage to the Splitter, except that occasioned by Sprint's willful acts or gross negligence, with respect to any damage, destruction, loss, theft or governmental taking of any Splitter.

#### ~~5.7.10~~ 4.7.10 Warranty

~~5.7.10.1~~ 4.7.10.1 Licensee warrants to Sprint that, so long as no event of default has occurred and is continuing under this Amendment, neither Licensee nor any assignee of Licensee will disturb Sprint's quiet and peaceful possession of the Splitters and

Sprint's unrestricted use thereof for its intended purposes and Licensee warrants that Sprint shall have quiet enjoyment of the Splitters. Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by Licensee for the benefit of Sprint and Licensee shall take all reasonable action to enforce such warranties and indemnities where available to Sprint. Licensee shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any Splitter. Licensee warrants that it has full authority to lease the Splitters under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

~~5.7.11.1~~ 4.7.11. Payment to Manufacturer

~~5.7.11.1.1~~ 4.7.11.1. In the event Sprint's right to quiet enjoyment is breached, either by Licensee's failure to make or cause to be made payment to the Splitter manufacturer of the full purchase price for the Splitter when such payment becomes due, or otherwise, Sprint may give written notice to Licensee and all of Sprint's obligations relating to the affected Splitters shall terminate immediately.

~~5.7.12~~ Forecast

~~5.7.12.1~~ Licensee will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for Voice Grade Loops (including Subloops), Non-Voice Grade Loops (including Subloops), 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 Licensee 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 Licensee's 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.

~~5.7.12.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.~~

~~5.7.12.3. Each Party shall provide a specified point of contact for planning purposes.~~

#### ~~5.7.13. Indemnification~~

~~5.7.13.1. Each Party, whether a Licensee or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.~~

~~5.7.13.2. 4.7.11.2. For any technology, Licensee represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plant, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if Licensee violates this provision, provided that such termination of service will be limited to Licensee's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, Licensee demonstrates that their use of the network element is not the cause of the network harm.~~

#### **6.5. DEMARCATION POINT.**

~~6.5.1.~~ **Sprint will designate the point of demarcation between Licensee's collocated facilities and Sprint's facilities, unless otherwise mutually agreed to by the Parties, in or adjacent to Licensee's Collocation Space. At Licensee's request, Sprint will identify the location(s) of other possible demarcation points available to Licensee, and Licensee will designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to Licensee's equipment that is available.**

~~6.5.2.~~ **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 Licensee, a**

demarcation point that is a common block on Sprint designated conventional distributing frame. Licensee will be responsible for providing, and Licensee or Licensee's third party vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. Licensee 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 be required within the Collocation Space to activate service requests.

~~6.3-5.3~~ At Licensee'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 Licensee's option, serve as the demarcation point. If Licensee elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to Licensee at its equipment, at Licensee's designated demarcation point. When Licensee elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel.

## 7.6. APPLICATION PROCESS.

~~7.1-6.1~~ Upon Licensee's selection of a Premises in which it desires to collocate its Equipment, Sprint will provide a then current collocation application form (the "Application") to Licensee. Licensee will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space in a manner that exceeds its forecasted space and power requirements. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Licensee's Collocation Space(s), an estimate of the amount of square footage required (or, in the case of Cageless Collocation, bay-space), as well as the associated power requirements, floor loading, and heat release of each piece.

~~7.1-6.1.1~~ Licensee will complete the Application, and return it, along with the appropriate Application Fee, to Sprint. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Sprint will not process an Application until both the Application and the applicable Application fee are received.

~~7.1-6.1.2~~ Application Augment Fee. In the event Licensee desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, Licensee will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.



~~7.1.2~~6.1.3. No Subsequent Fee. Where Licensee modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Sprint, Sprint will not impose additional charges or additional intervals that would delay Licensee's operation. Licensee will notify Sprint of the modifications or additional equipment prior to installation.

~~7.1.4~~6.1.4. If Collocation Space is unavailable or Licensee withdraws its request, the Application fee, less the costs incurred by Sprint (e.g. engineering record search and administrative activities required to process the Application) will be refunded.

~~7.2~~6.2. Multiple Methods. If Licensee wishes Sprint to consider multiple methods for collocation on a single Application, Licensee will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If Licensee provides adequate information and its preferences with its Application, Sprint ~~will may~~ not require an additional Application, nor ~~will would~~ Licensee be required to restart the quotation interval ~~if Licensee's should its~~ first choice ~~is not~~ be available in a requested Premises. Sprint will not select for Licensee the type of collocation to be ordered.

~~7.3~~6.3. Within ten days after receiving Licensee's Application for Physical Collocation, Sprint must inform Licensee whether the Application meets each of Sprint's established collocation standards. Should Licensee submit a revised Application curing any deficiencies in an Application for Physical Collocation within ten days after being informed of them, Licensee shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs Licensee that there is a deficiency in an Application, Sprint must provide sufficient detail so that Licensee has a reasonable opportunity to cure each deficiency.

~~7.4~~6.4. In order to increase the amount of space available for collocation, Sprint will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.

~~7.5~~6.5. Revisions. All revisions to an initial request for a Physical Collocation Arrangement submitted by Licensee must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. Licensee will be required to pay any applicable application fees.

~~7.6~~6.6. Price Quote. Sprint will provide a price quote within fourteen (14) calendar days of providing the response to the request for space availability for one (1) to five (5) applications, and within twenty (20) calendar days for six (6) or more applications. The quotation will include the applicable nonrecurring and recurring rates, and

(where applicable) the estimated construction or provisioning interval no later than those specified above.

~~7.7.6.7~~ Licensee has sixty-five (65) calendar days from receipt of the quotation to accept the quotation in writing. The quotation expires after sixty-five (65) calendar days. After sixty-five (65) calendar days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, Licensee does not notify Sprint that physical collocation should proceed.

~~7.8.6.8~~ **Bona Fide Firm Order (BFFO).** For physical, both caged and cageless, and virtual collocations, Licensee will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a BFFO. The BFFO must be received by Sprint no later than sixty-five (65) calendar days after Sprint's provisioning of the price quote in response to Licensee's Application. If Licensee makes changes to its application in light of Sprint's written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, Licensee's Application will be treated as a Revision.

~~7.9.6.9~~ Space preparation for the Collocation Space will not begin until Sprint receives the Bona Fide Firm Order and all applicable fees, including all non-recurring charges.

## §.7. **APPLICATION RESPONSE.**

~~§.1.7.1~~ **Application Intervals.** Sprint shall provide confirmation of space availability for one (1) to five (5) applications submitted within ten (10) calendar days from the receipt of a completed application and application fee. For six (6) to twenty (20) applications, Sprint shall provide confirmation of space availability within twenty-five (25) calendar days from the receipt of a completed application and application fee. Should Licensee submit twenty-one (21) or more application request within five (5) business days, confirmation of space availability will be increased by five (5) calendar days for every five (5) additional reports requested or fraction thereof. In addition to response time for confirmation of space availability, and additional twenty (20) calendar days will be required for estimated price.

~~§.1.1.7.1.1~~ Sprint will notify Licensee in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.

~~§.1.2.7.1.2~~ In its notification, Sprint will also inform Licensee if the space available for the requested Premises will be Active or Inactive Collocation Space. If Licensee's space is placed in Inactive Space, then the notification shall also include rationale for placing the requested space in such category, including all power and other factors used in making the determination.

~~§ 2.7.2.~~ 7.2. Denial of Application. After notifying the Licensee that Sprint has no available space in the requested Central Office (“Denial of Application”), Sprint will allow the Licensee, upon request, to tour the entire Central Office within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Central Office must be received by Sprint within five (5) calendar days of the Denial of Application.

~~§ 2.1.7.2.1.~~ 7.2.1. If Licensee contests Sprint’s notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Sprint will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

~~§ 2.1.1.7.2.1.1.~~ 7.2.1.1. At the same time that Sprint notifies Licensee of a denial of space, Sprint will file a copy of the letter with the Commission that contains the information required by Applicable Rules, subject to proprietary protections.

~~§ 2.2.7.2.2.~~ 7.2.2. On a first come, first serve basis, Sprint will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.

~~§ 2.3.7.2.3.~~ 7.2.3. Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available within ten (10) calendar days if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if Licensee has been denied space at a Sprint Premises and challenges Sprint on space availability at said Premises, Licensee will be given priority for space assignment if, as a result of the challenge, space is found to be available. Licensee will reaffirm its collocation request within thirty (30) calendar days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Sprint will advise Licensee as to its position on the list.

~~§ 2.4.7.2.4.~~ 7.2.4. If Licensee’s Application for Physical Collocation is denied due to lack of space, Sprint will place Licensee on the waiting list for collocation in particular Premises according to the date Licensee submitted its Application and not the date of denial for lack of space.

~~§ 2.5.7.2.5.~~ 7.2.5. Sprint will maintain on its website a notification document that will indicate all Premises that are without available space. Sprint will update such document within ten (10) calendar days of the date at which a Premises runs out of physical collocation space.

## 9.8. CONSTRUCTION.

~~9.1.8.1.~~ Sprint shall permit Licensee or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such Licensee subcontractor shall be subject to Sprint's security standards. Sprint reserves the right to reject any Licensee subcontractor upon the same criteria that Sprint would use on its own subcontractors. Licensee will notify Sprint in writing when construction of physical collocation space is complete. Sprint will commence billing (1) upon notice of completion; (2) 90 business days from Licensee's acceptance of the price quote; or (3) upon commencement of operations, whichever is earliest.

~~9.2.8.2.~~ Sprint Inspection. Sprint shall have the right to inspect Licensee's completed installation of equipment and facilities prior to Licensee turning up such equipment and facilities. Licensee shall provide written notification to Sprint when Licensee has completed its installation of equipment and facilities in the Collocation space, and Sprint shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify Licensee that Sprint is not exercising its right to inspect such Collocation space at that time and that Licensee may turn up its equipment and facilities. Failure of Sprint to either inspect the Collocation space or notify Licensee of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Sprint not to inspect such Collocation space. Licensee shall have the right to be present at such inspection, and if Licensee is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of Licensee's Collocated equipment and facilities, Licensee shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

~~9.3.8.3.~~ 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.

8.3.1. Licensee shall have the right to inspect Sprint's completed construction of the Physical Collocation Arrangement prior to installing its equipment. Sprint shall provide written notification to Licensee when Sprint has completed its construction of the Physical Collocation Arrangement, and Licensee shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation Arrangement or (ii) notify Sprint that Licensee is not exercising its right to inspect such Collocation Arrangement at that time. Failure of Licensee to either inspect the Collocation Arrangement or notify Sprint of its election not to inspect such Arrangement within the foregoing five (5) Business Day period shall be deemed an election by Licensee not to inspect such Collocation space. Sprint shall have the right to be present at such inspection, and if Sprint is found to be in non-compliance with the requirements or terms and conditions of this Agreement that relate

to the construction of the Physical Collocation Arrangement, Sprint shall modify the Physical Collocation Arrangement to achieve compliance prior to Licensee's installation of its equipment.

8.3.2 Any deviation to Licensee's order must thereafter be approved by Licensee. The Parties acknowledge that Licensee approved deviations may require additional construction time and may incur additional Licensee expenses. Licensee shall pay the incremental cost incurred by Sprint as the result of deviations requested by Licensee. Licensee shall pay one half of the total of all nonrecurring charges set forth on the price quote, prior to Sprint commencing construction of the collocation space. Licensee shall pay the remaining one half of the total of all nonrecurring charges set forth in the price quote upon completion and Licensee's acceptance of the Physical Collocation Arrangement.

~~8.4.8.4~~ 8.4. Extraordinary Construction Costs. Licensee will be responsible for its proportional share of all extraordinary costs, as determined in accordance with the Act, incurred by Sprint solely to prepare the Collocation space for the installation of Licensee's equipment and for its proportional share of extraordinary costs to maintain the Collocation space for Licensee's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Sprint will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, Licensee and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to Licensee prior to commencing such work. Extraordinary costs will only be billed to Licensee if such costs have been authorized by Licensee. Sprint must advise Licensee if extraordinary costs will be incurred.

~~8.5~~ 8.5. Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.

~~8.6~~ 8.6. Acceptance Walk Through. Sprint will notify Licensee when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. If Sprint has deviated or otherwise not complied with Licensee's original or jointly amended requirements or with the terms and conditions of this Agreement, Sprint shall correct that deviation or noncompliance prior to Licensee's acceptance of the Collocation Space. Sprint will commence to correct any such deviations or noncompliance ~~Licensee's original or jointly amended requirements within five (5) calendar days after the walk through. If Licensee does not conduct an acceptance walk through~~

within 15 days of the notification that the Collocation Space construction is complete, Licensee will be deemed to have accepted the Collocation Space and billing will commence.

~~9.7.8.7~~ If, at anytime, Licensee cancels its order for Physical Collocation, Caged, Shared Cage, or Adjacent Space Collocation, or Virtual Collocation, Licensee will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide Licensee with a detailed listing showing the costs incurred and for which Licensee is responsible for reimbursement ~~plus monthly recurring costs for six months or the number of months remaining in the contract term whichever is less.~~

#### 10.9. SPACE RESERVATION.

~~10.1.9.1~~ Licensee may reserve Collocation space for its future use in Sprint's Premises. Sprint shall notify Licensee in writing if another Telecommunications Carrier requests Collocation space that is reserved by Licensee. Licensee shall, within five (5) Business Days of receipt of such notice, provide Sprint either (i) written notice that Licensee relinquishes such space or (ii) enforce its reservation of space. Failure of Licensee to respond to Sprint within the foregoing five (5) Business Day period shall be deemed an election by Licensee to relinquish such space.

~~10.2.9.2~~ The parties may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use. Upon request, Sprint will provide justification for denying a request to reserve space to Licensee based on a demand and facility forecast. ~~Licensee will pay the cost of preparing the justification.~~ Sprint will not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. Sprint will disclose to Licensee the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates.

#### 11.10. PROVISIONING INTERVALS.

~~11.1.10.1~~ Caged Provisioning Intervals: Sprint will complete construction, including power, for collocation arrangements in Active Collocation Space within a maximum of ~~90~~<sup>90+05</sup> calendar days from receipt of a complete and accurate Bona Fide Firm Order. When Active Collocation Space has been exhausted, Sprint will complete construction of all other caged collocation spaces (i.e., caged, shared cage and adjacent space collocation) within 126 calendar days. If Sprint is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver.

~~11.2~~ 10.2. Cageless Provisioning Intervals: Sprint will complete construction of Active Collocation Space requests for cageless collocation in 60 calendar days from the receipt of Licensee's Bona Fide Firm order where the Licensee is installing all of its own bays. Sprint will complete construction of Active Collocation Space requests for cageless collocation in 60 calendar days from the receipt of Licensee's Bona Fide Firm order where Sprint will be installing all or some of the bays. Sprint will complete construction of cageless collocation in Premises such as CEVs, Huts and Vaults in 105 calendar days from the receipt of Licensee's Bona Fide Firm order where Sprint will be installing all or some of the bays.

~~11.3~~ 10.3. Virtual Provisioning Intervals: Sprint will complete construction of virtual collocation arrangements in 60 calendar days from the receipt of the Licensee's Bona Fide Firm Order.

## 12.11. EQUIPMENT.

~~12.1~~ 11.1. Equipment Type. Licensee may locate equipment necessary for interconnection to Sprint under 47.U.S.C. 251 (C) (2) and accessing Sprint's unbundled network elements under 47.U.S.C. 251 (C) (3).

~~12.2~~ 11.2. Licensee's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.

~~12.3~~ 11.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (NEBS), but Sprint will not impose safety requirements on Licensee that are more stringent than the safety requirements it imposes on its own equipment. Sprint may not deny collocation of Licensee's equipment because the equipment fails to meet NEBS reliability standards. If Sprint denies collocation of Licensee's equipment, citing safety standards, Sprint must provide to Licensee within five (5) business days of the denial a list of all equipment that Sprint locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Sprint contends the competitor's equipment fails to meet. In the event that Sprint believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that Licensee's equipment does not meet NEBS Level 1 safety requirements, Licensee will be given ten (10) calendar days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Sprint will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, Licensee will not activate the equipment during the pendency of the dispute.

~~12.4~~ 11.4. Licensee must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If Licensee fails to place operational telecommunications equipment in the collocated space and connect

with Sprint's network within 180 calendar days of Licensee's acceptance of the Collocation Space~~Sprint's price quote~~, or other time period mutually agreed to by the Licensee and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. ~~Licensee will reimburse Sprint for any actual expenses incurred and not already paid, which may include incidental equipment costs; material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide Licensee with a detailed listing of the costs incurred plus monthly recurring costs for six months or the number of months remaining in the contract term whichever is less.~~

### 13.12. AUGMENTS AND ADDITIONS.

~~13.1.12.1~~ When Licensee adds equipment ~~within initial forecasted demand parameters that~~ requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay the Licensee's operation.

~~13.2.12.2~~ Sprint will provide reduced intervals, not to exceed the interval for a new collocation space, to Licensee with existing physical collocation space that requests augments. In such instances, the Licensee must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Licensee's point of termination.

~~13.3.12.3~~ The reduced provisioning interval will apply only when Licensee provides a complete Application accompanied by the applicable Application Fee.

~~13.4.12.4~~ Licensee must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed 90 calendar days after acceptance and authorization by Licensee. If special or major construction is required, Sprint will work cooperatively with Licensee to negotiate mutually agreeable construction intervals for augments.

### 14.13. USE OF COMMON AREAS.

~~14.1.13.1~~ Licensee, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of Licensee at the Collocation Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet Licensee's needs. Sprint does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to



change the level, location and arrangement of parking areas and other common areas, as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, consistent with Licensee's right to access its Collocation Space.

~~14.2~~ 13.2 Water. Sprint, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Sprint, for the non-exclusive use of Licensee, Sprint and any other building occupant. Licensee shall not waste or permit the waste of water.

~~14.3~~ 13.3 Security Service. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to Licensee's Collocation Space. Sprint shall not be liable to Licensee or any other party for loss of or damage to the Collocation Space or LOE caused by third parties unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.

~~14.4~~ 13.4 Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which Licensee has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by Licensee's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

#### 15.14. SPRINT'S SERVICES AND OBLIGATIONS.

~~15.1~~ 14.1 Adjacent in this Section 14 is referring to collocations in the same premises that have a common border; and is not referring to a form of physical collocation as described in CFR Part 47 51.323(k)(3).

~~15.2~~ 14.2 For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services:

~~15.3~~ 14.3 Interconnection. Sprint shall permit Licensee to interconnect its network, via cross-connect facilities including, but not limited to, lit or dark fiber, with that of another adjacent collocating telecommunications carrier at the Sprint Premises. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of the Licensee per the Licensee's request.

~~15.3.1~~ 14.3.1 If a Licensee occupies more than one Collocation Space location within the Premises, Licensee may interconnect its equipment contained in the two separate adjacent Collocation Space locations. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of the Licensee per the Licensee's request.

~~15.4.~~ **14.4. Transmission Facility Options.** For both Physical Collocation and Virtual Collocation, Licensee may purchase unbundled transmission facilities (and any necessary Cross-Connection) from Sprint, provide its own transmission facilities, or utilize the transmission facilities of a third party. The transmission facilities shall be terminated at the Licensee's Collocation Space or at a mutually agreed upon location within Sprint's Premises.

#### **16.15. RATES.**

~~16.1.~~ **15.1.** The rates for collocation are listed on Attachment B.

~~16.2.~~ **15.2.** If Licensee is the first CLEC in the Sprint premises, Licensee will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

~~16.3.~~ **15.3.** The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Sprint is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of Licensee's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC to the extent permitted by applicable law. Should Sprint benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Sprint be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade.

#### **17.16. SPRINT SERVICES AND OBLIGATIONS.**

~~17.1.~~ **16.1 Environmental Controls.** Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by Licensee to Sprint in its application which Licensee hereby represents to Sprint is sufficient to allow the LOE to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telecordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.

~~17.1.1.~~ **16.1.1.** If Licensee locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, affect the

temperature or other environmental conditions otherwise maintained by Sprint in the Building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by Licensee's equipment or facilities shall be paid by Licensee to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one Licensee each Licensee will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation. Licensee reserves the right to dispute Sprint's determination that Licensee's collocated equipment is responsible for Sprint's installation of supplementary air conditioning, as well as the costs Sprint seeks to recover from Licensee for providing and installing such supplementary air conditioning.

~~17.2.16.2~~ 16.2 Electricity. ~~If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to Licensee pursuant to this Section is insufficient to support the activity being carried on by the Licensee in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide Licensee with additional electricity and Licensee shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to Licensee's Collocation Space. Licensee shall also pay for additional electricity provided via these circuits. Licensee reserves the right to dispute Sprint's determination that the electricity provided to Licensee is insufficient to support the activity being carried on by the Licensee in the Collocation Space, as well as the costs Sprint seeks to recover from Licensee for providing and installing additional electrical circuits.~~

~~17.2.1~~ 16.2.1 Licensee covenants and agrees that Sprint shall not be liable or responsible to Licensee for any loss, damage or expense which Licensee may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for Licensee's requirements as long as the electrical service that Licensee receives is at Parity with the electrical service that Sprint provides to itself, its affiliates, and other collocating parties.

~~17.2.2~~ 16.2.2 Licensee covenants and agrees that, subject to Sprint's reasonable cooperation, its use of electric current shall never knowingly exceed the capacity of existing feeders to the Building or the Collocation Space, when reviewed in conjunction with electrical usage of other occupants in the Building.

~~17.2.3~~ 16.2.3 Central office power supplied by Sprint into the Licensee equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated Licensee equipment area. The power feeders

(cables) shall efficiently and economically support the requested quantity and capacity of Licensee equipment. The termination location shall be as agreed by the parties.

~~17.2.4~~ 16.2.4 Sprint shall provide power as requested by Licensee to meet Licensee's need for placement of equipment, interconnection, or provision of service.

~~17.2.5~~ 16.2.5 Sprint power equipment supporting Licensee's equipment shall:

~~17.2.5.1~~ 16.2.5.1 Comply with applicable industry standards (e.g., Telecordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;

~~17.2.5.2~~ 16.2.5.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for Licensee equipment, or, at minimum, at parity with that provided for similar Sprint equipment;

~~17.2.5.3~~ 16.2.5.3 Provide, upon Licensee's request, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) Licensee traffic;

~~17.2.5.4~~ 16.2.5.4 Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of Licensee equipment plus or minus 2 feet to the left or right of Licensee's final request; and

~~17.2.5.5~~ 16.2.5.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for Licensee's equipment in accordance with Licensee's collocation request.

~~17.2.6~~ 16.2.6 Sprint shall provide cabling that adheres to Telecordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;

~~17.2.7~~ 16.2.7 Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

~~17.2.8~~ 16.2.8 Sprint will provide Licensee with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Licensee equipment located in Sprint facility. Sprint shall provide Licensee immediate notification by telephone of any emergency power activity that would impact Licensee's equipment.

~~17.3.1~~ 16.3. Fire Safety System. Subject to the provisions of Section 6.6.3 hereof, Sprint may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Sprint shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

~~17.3.1~~ 16.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes.

~~17.3.2~~ 16.3.2 Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and Licensee hereby agrees to provide Sprint and Sprint's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Sprint agrees to provide Licensee with notice of its intent to access Licensee's Collocation Space where ~~in Sprint's sole discretion~~, such notice is practicable. ~~provided, however, that~~ No failure of Sprint to give such notice will affect Sprint's right of access or impose any liability on Sprint where such notice is not practicable. Sprint will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of Licensee, its employees, agents or invitees, in which case Licensee shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the Licensee shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of Licensee's act or omission. Licensee shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if Licensee is aware of damage to the fire protection systems it shall promptly notify Sprint.

~~17.3.3~~ 16.3.3 Licensee is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Sprint is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the ~~gross~~ negligence or willful misconduct of Sprint, its officers, agents or employees.

~~17.4~~ 16.4. Repairs. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Sprint's normal business practices.

~~17.4.1~~ 16.4.1 Sprint shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in

writing by Licensee. If Sprint shall fail to commence such repairs or maintenance within ten (10) Business~~20~~ days after written notification, provided that such delays are not caused by Licensee, Licensee's sole right and remedy shall be, after further notice to Sprint, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

~~17.4.2.~~ 16.4.2. Sprint shall, where practical, provide Licensee with 24 hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of reasonable~~its sole~~ discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Sprint; provided, however, that Licensee shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at Licensee's request. Licensee shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

~~17.4.3.~~ 16.4.3. The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space which are ~~in Sprint's reasonable judgment,~~ beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by Licensee or Licensee's employees, invitees or agents, shall be paid by Licensee to Sprint within 10 Business days after being billed for such repairs and maintenance by Sprint.

~~17.5.~~ 16.5. Sprint shall provide Licensee with notice via email three (3) business days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform Licensee 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. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption.

~~17.6.~~ 16.6. Interruption of Services. Sprint reserves the right to stop any service when Sprint reasonably deems such stoppage necessary by reason of accident or emergency, or for necessary repairs or improvements ~~or otherwise~~; however, Sprint agrees to use its best efforts not to interfere with Licensee's use of Collocation Space. ~~Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint.~~

~~17.6.1. No such interruption of service shall be deemed an eviction or disturbance of Licensee's use of the Collocation Space or any part thereof, or render Sprint liable to Licensee for damages, by abatement of Licensee Fees or otherwise, except as set forth in the Tariff, or relieve Licensee from performance of its obligations under this Agreement. Licensee hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.~~

~~17.7.16.7.~~ 16.7. Access. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, Licensee shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.

~~17.7.1.16.7.1.~~ 16.7.1. Sprint, at Licensee's expense, may issue non-employee photo identification cards for each Licensee employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of Licensee who may require occasional access to the Collocation Space.

~~17.7.2.16.7.2.~~ 16.7.2. Sprint may issue access cards, codes, or keys to Licensee's listed employees or vendors where such systems are available and their use by Licensee will not otherwise compromise building security.

~~17.7.3.16.7.3.~~ 16.7.3. Sprint reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Sprint may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Sprint personnel, or on Sundays and state and federal or other holidays recognized by Sprint, or, if Licensee'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.

~~17.7.4.16.7.4.~~ 16.7.4. To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Sprint assumes no responsibility and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, provided that Sprint provides Building and Premises security in accordance with its normal business practices and such damage is not the result of gross negligence or willful misconduct on the part of Sprint, its officers, agents or employees.

~~17.8.~~ **16.8. Access Right of Sprint.** Sprint shall have access to Licensee's Physical Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including Licensee's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. **[What Sprint regulations and standards are referenced and where are they available?]** If a secure enclosure defining the location of the Licensee's Collocation Space has been established, and if conditions permit, Sprint will provide Licensee with at least three (3) days advance written notice (except in emergencies) of its intent to access the Collocation Space, thereby providing Licensee the option to be present at the time of access. Licensee shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

~~17.8.1.~~ **16.8.1.** To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. Licensee hereby waives any claim for damage, injury, interference with Licensee's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result ~~solely~~ from the ~~gross~~ negligence or willful misconduct of Sprint, its officers, agents or employees.

~~17.8.2.~~ **16.8.2.** To use any means Sprint may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Sprint by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of Licensee from the Collocation Space or any portion thereof.

## **18.17. LICENSEE'S OBLIGATIONS.**

~~18.1.~~ **17.1. Inspection and Janitorial.** Licensee shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. Licensee shall promptly notify Sprint of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocation Space). Licensee shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.

~~18.2.~~ **17.2. Security Arrangements.** Licensee agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:

~~18.2.1.~~ **17.2.1.** Licensee 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 building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint.

~~18.2.2~~ 17.2.2. Licensee is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. Licensee will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.

~~18.2.3~~ 17.2.3. Licensee's employees, agents, invitees and vendors must display identification cards at all times.

~~18.2.4~~ 17.2.4. Licensee will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available 24 hours a day, seven days a week to verify identification.

~~18.2.5~~ 17.2.5. 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 Licensee than Sprint requires for its own employees or Sprint's contractors.

~~18.2.6~~ 17.2.6. Before leaving the Collocation Space unattended, Licensee shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from Licensee's failure to do so shall be the responsibility of Licensee. Licensee will defend and indemnify Sprint from and against any claim by any person or entity resulting in, and to the extent of, whole ~~or in part from~~ Licensee's failure to comply with this section.

~~18.2.7~~ 17.2.7. Licensee agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to Licensee, to Licensee personnel while on Sprint Premises. While such escort shall not be a requirement to Licensee's entry into the Building, Licensee must allow the security escort to accompany Licensee personal at all times and in all areas of the Building, including the Collocation Space, if so requested.

~~18.2.8~~ 17.2.8. Licensee shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Sprint. Licensee shall promptly update this information as changes occur.

~~18.3~~ 17.3. Electricity. Licensee will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in Licensee facility. Licensee shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.

~~18.4~~ 17.4. Uninterruptible Power Supply (UPS). Licensee shall not provision and/or install UPS systems within the Sprint premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.

~~18.5~~ 17.5. Electro-Chemical Stationary Batteries. Licensee shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.

~~18.6~~ 17.6. Interruption of Services. Licensee shall provide Sprint with written notice three (3) business days prior to those instances where Licensee or its subcontractors perform work, which is to be a known service affecting activity. Licensee will inform Sprint by email of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after Licensee learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.

~~18.7~~ 17.7. Telephone. Licensee may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by Licensee and at Licensee's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.

~~18.8~~ 17.8. Fire Protection Systems. Licensee shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that Licensee may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.

~~18.8.1~~ 17.8.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of Licensees in general are located, such changes, modifications, or additions shall be made by Sprint and Licensee shall reimburse Sprint for the cost thereof in the same proportion as the size of the Licensee's Collocation Space as compared to the total available collocation space in the affected portion of the Building.

~~18.9~~ 17.9. Hazardous Materials. Licensee shall identify and shall notify Sprint in writing of any Hazardous Materials Licensee may bring onto ~~Sprint's~~ the Premises, and will provide Sprint copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). Licensee, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Licensee will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

~~18.9.1~~ 17.9.1 Licensee shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto ~~the Sprint's Premises~~ property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.

~~18.9.2~~ 17.9.2 If Sprint discovers that Licensee has brought onto Sprint's Premises Hazardous Materials without notification, or is storing or disposing of such materials on Sprint's Premises in violation of any applicable environmental law, Sprint may suspend performance under this Agreement with respect to that Premises until Licensee remedies that violation, ~~at Sprint's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder.~~ Licensee shall be responsible for, without cost to Sprint, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Licensee shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to ~~terminate the applicable Collocation Space or this Agreement or~~ suspend the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, Licensee shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such ~~termination~~ of suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.

~~18.9.3~~ 17.9.3 Each Party ~~Licensee~~ shall indemnify and hold harmless the other Party ~~Sprint~~, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, the other

~~Party Sprint~~ or asserted against ~~the other Party Sprint~~ by any ~~third~~ other party or parties (including, without limitation, ~~the other Party's Sprint's~~ employees and/or contractors and any governmental entity) arising out of, or in connection with, ~~the Party's Licensee's~~ use, storage or disposal of Hazardous Materials.

~~18.9.4.~~ 17.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

~~18.10.~~ 17.10. Various Prohibited Uses. Licensee shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. Licensee shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Sprint, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

~~18.10.1.~~ 17.10.1. Licensee shall not exceed the Uniformly Distributed Live Load Capacity. Sprint LTD Real Estate Planning shall evaluate and determine live load capacity rating on a site specific basis prior to equipment installation. Licensee agrees to provide Sprint Real Estate Planning with equipment profile information prior to installing that equipment ~~at~~ ~~on~~ ~~an~~ ~~authorization.~~

~~18.10.2.~~ 17.10.2. Licensee shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building; ~~or on~~ other than the Collocation Space, without the prior written consent of Sprint.

~~18.10.3.~~ 17.10.3. Licensee shall not use the name of the Building ~~or Sprint~~ in any publicly available documents other than filings with the Commission, the FCC, courts, or other federal or state governmental entities for any purpose other than that of the business address of Licensee's facilities, or

use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.

~~18.10.4~~ 17.10.4. Licensee shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Sprint.

~~18.10.5~~ 17.10.5. Licensee shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint reasonably determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Licensee shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

~~18.10.6~~ 17.10.6. Licensee shall not, without the prior written consent of Sprint: install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. ~~Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.~~

~~18.10.7~~ 17.10.7. Licensee shall not use the Collocation Space for housing, lodging or sleeping purposes.

~~18.10.8~~ 17.10.8. Licensee shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.

~~18.10.9~~ 17.10.9. Licensee shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.

~~18.11~~ 17.11. Rules of Conduct. Licensee, its employees, agents, contractors, and business invitees shall

~~18.11.1~~ 17.11.1. comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness

and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants [What are these rules and regulations, how are they established, and where are they accessible?], and

~~18.11.2~~ 17.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.

~~18.12~~ 17.12. **Alterations.** Licensee shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of Licensee.

~~18.12.1~~ 17.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. Licensee shall permit Sprint to inspect all construction operations within the Collocation Space.

~~18.12.2~~ 17.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of Licensee or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require Licensee to remove such fixtures and installations, alterations or additions at Licensee's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

~~18.12.3~~ 17.12.3. All fixtures and other equipment to be used by Licensee in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.

~~18.13~~ 17.13. **Fireproofing Policy.** Licensee shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Sprint. If Licensee desires signal, communications, alarm or other utility or service

connections installed or changed, the same shall be made by and at the expense of Licensee. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Sprint's fireproofing policy, any penetrations by Licensee, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by Licensee with Sprint-approved fire barrier sealants, or by Sprint at Licensee's cost.

~~18.14~~ 17.14. Equipment Grounding. LOE shall be connected to Sprint's grounding system.

~~18.15~~ 17.15. Representations and Warranties. Licensee hereby represents and warrants that the information provided to Sprint in any application or other documentation relative to Licensee's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that Licensee has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

## 19.18. BUILDING RIGHTS.

~~19.1~~ 18.1. Sprint may, without notice to Licensee:

~~19.1.1~~ 18.1.1. Change the name or street address of the Premises;

~~19.1.2~~ 18.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

~~19.1.3~~ 18.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;

~~19.1.4~~ 18.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding Licensee's safes;

~~19.1.5~~ 18.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;

~~19.1.6~~ 18.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at Licensee's sole risk and responsibility;

~~19.1.7~~ 18.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space (following at least three (3) business days prior

written notice), 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 (following at least three (3) business days prior written notice) or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Sprint shall limit inconvenience or annoyance to Licensee as reasonably possible under the circumstances;

~~19.1.8~~ 18.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;

~~19.1.9~~ 18.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude Licensee from the use expressly permitted by this Agreement, ~~unless Sprint exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;~~

~~19.1.10~~ 18.1.10. Close the Building at such reasonable times as Sprint may determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to Licensee's right to access.

~~19.2~~ 18.2. If the owner of the Building or Sprint sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Sprint's performance under this Agreement shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; ~~provided, however, that this obligation shall in no way obligate Sprint to incur any out-of-pocket expenses in its efforts to avoid such inconsistencies.~~

~~19.3~~ 18.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and Licensee agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

## 20.19. INSURANCE.

~~20.1~~ 19.1. During the term of this Agreement, Licensee shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:

~~20.1.1~~ 19.1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury,



property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;

~~20.1.2~~ 19.1.2. 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;

~~20.1.3~~ 19.1.3. Workers' Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and

~~20.1.4~~ 19.1.4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and

~~20.1.5~~ 19.1.5. "All Risk" property insurance on a full replacement cost basis insuring Licensee's property situated on or within the Property, naming Sprint as loss payee. Licensee may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur.

~~20.2~~ 19.2. Nothing contained in this section shall limit Licensee's liability to Sprint to the limits of insurance certified or carried.

~~20.3~~ 19.3. All policies required of the Licensee shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.

~~20.4~~ 19.4. Licensee 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.

~~20.5~~ 19.5. Licensee may, upon written notice to Sprint, self-insure all or part of the above requirements. Upon such disclosure, Licensee agrees that nothing diminishes Licensee's responsibilities to Sprint that would have otherwise been covered by the required insurance.

~~20.6~~ 19.6. Sprint will carry not less than the insurance coverages and limits required of Licensee.

**21.20. INDEMNIFICATION.**

~~21.1. [Covered in Agreement] Licensee shall indemnify and hold Sprint harmless from any and all claims arising from:~~

~~21.1.1. Licensee's use of the Collocation Space;~~

~~21.1.2. the conduct of Licensee's business or from any activity, work or things done, permitted or suffered by Licensee in or about the Collocation Space or elsewhere;~~

~~21.1.3. any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement; and~~

~~21.1.4. any negligence of the Licensee, or any of Licensee's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.~~

~~21.2. If any action or proceeding is brought against Sprint by reason of any such claim, Licensee, upon notice from Sprint, shall defend same at Licensee's expense employing counsel satisfactory to Sprint. Licensee, as a material part of the consideration to Sprint, hereby assumes all risk of damage to property or injury to persons in, upon or about the Collocation Space arising from any cause other than the sole negligence of Sprint, and Licensee hereby waives all claims in respect thereof against Sprint.~~

~~21.3. Licensee shall at all times indemnify, defend, save and hold harmless Sprint clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Licensee, or out of any work performed, material furnished, or obligations incurred by Licensee in, upon or otherwise in connection with the Collocation Space. Licensee shall give Sprint written notice at least 10 business days prior to the commencement of any such work on the Collocation Space in order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce Licensee's liability under this section.~~

~~21.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, Licensee shall give Sprint written notice thereof as soon as Licensee obtains such knowledge.~~

~~21.3.2. Licensee shall, at its expense, within 30 days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of~~

~~Licensee from obtaining such discharge and release if Licensee fails or refuses to do the same within the 30 day period.~~

~~21.3.3.20.1.1. If Licensee has first discharged the lien as provided by law, Licensee may, at Licensee's expense, contest any mechanic's lien in any manner permitted by law.~~

## 21.21. LIMITATION OF LIABILITY.

~~22.1. [Covered in Agreement] SPRINT SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF LICENSEE'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY SPRINT'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.~~

~~22.2. 21.1. SPRINT WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT SPRINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.~~

## 22.22. PARTIAL DESTRUCTION.

~~23.1. 22.1. 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. Licensee's rights to the applicable Collocation Space shall not terminate unless, within 90 days after the occurrence of such casualty, Sprint notifies Licensee of its election not to rebuild and to terminate Licensee's rights to the applicable Collocation Space. If Sprint does not elect to terminate Licensee's rights to the applicable Collocation Space, 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 for the Collocation Space will be proportionately abated to the extent and while Licensee was deprived of the use of the Collocation Space.~~

~~23.2. 22.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of Licensee, its agents, employees, contractors, Licensees, customers or business invitees, unless Sprint otherwise elects, the Licensee's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, Licensee shall reimburse Sprint for the cost of such repairs, or Licensee shall repair such damage, including~~

damage to the Building and the area surrounding it, and the License Fee shall not abate.

~~23.3~~ **22.3.** If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within 90 days of such casualty, terminate Licensee's rights to the applicable Collocation Space by giving written notice of its intent to terminate Licensee's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective 30 days after the date of the notice.

~~23.4~~ **22.4.** Notwithstanding any other provision of this Agreement, Sprint shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received.

### **24.23. EMINENT DOMAIN.**

~~24.1~~ **23.1.** If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, Licensee's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Sprint shall have the right to terminate Licensee's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to Licensee for such cancellation, and the Licensee shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

### **25.24. BANKRUPTCY.**

~~25.1~~ **24.1 [Covered in Agreement]** If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Licensee, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Licensee insolvent or unable to pay Licensee's debts, or Licensee makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Licensee or for the major part of Licensee's property, Sprint may, if Sprint so elects but not otherwise, and with or without notice of such election or other action by Sprint, forthwith terminate this Agreement.

### **26.25. CONFIDENTIALITY AND PUBLICITY.**

~~26.1~~ **[Covered in Agreement]** All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement.

~~or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").~~

~~26.2 During the term of this Agreement, and for a period of one (1) year thereafter, as to Confidential and/or Proprietary Information Recipient shall~~

~~26.2.1 use it only for the purpose of performing under this Agreement;~~

~~26.2.2 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~~

~~26.2.3 safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information;~~

~~26.3 Recipient shall have no obligation to safeguard Confidential Information~~

~~26.3.1 which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party;~~

~~26.3.2 which becomes publicly known or available through no breach of this Agreement by Recipient;~~

~~26.3.3 which is rightfully acquired by Recipient free of restrictions on its Disclosure; or~~

~~26.3.4 which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed;~~

~~26.4 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.~~

~~26.5 Each Party agrees that in the event of a breach of this Article 26.2-5 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;~~

~~26.6 Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that~~

~~nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This section shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.~~

~~26.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.~~

~~26.8.25.1. Except as otherwise expressly provided in this Article 26.25, 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.~~

## 27.26. ASBESTOS.

~~27.1.26.1.~~ Licensee is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and Licensee is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). Licensee agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that Licensee's employees, agents, or contractor's may reasonably expect to encounter while performing activities in the Premises. Licensee shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from Licensee's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide Licensee reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect Licensee's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.

## 28.27. ASSIGNMENT.

~~28.1. **Covered in Agreement** This Agreement is not assignable in whole by Licensee without the prior written consent of Sprint, which consent shall not be unreasonably withheld; provided, however, that Licensee may assign this Agreement to a subsidiary or affiliate of Licensee if such subsidiary or affiliate (i)~~

agrees in writing to be bound by the terms of this Agreement, and (ii) provides Sprint with any and all evidence of its compliance with the terms hereof as would have been required of Licensee had this Agreement not been assigned, including, but not limited to, current certificates of insurance as required by Section 19 hereof.

~~28.2. Any attempt to assign this Agreement without such prior written consent shall be void and of no effect and will be a material breach of this Agreement. Sprint's consent to any assignment of this Agreement shall not be deemed a waiver of the need to obtain such consent as to any future assignment or of Sprint's right to withhold consent to such assignment. If Licensee requests that Sprint consent to the assignment of this Agreement, Licensee shall pay all costs and expenses, including, but not limited to, reasonable attorneys' fees, of Sprint in evaluating, processing, documenting, administering and approving such assignment, whether or not the requested assignment is eventually approved.~~

~~28.3. In no event shall this Agreement or any rights or privileges hereunder be an asset of Licensee under any bankruptcy, insolvency or reorganization proceedings.~~

~~28.4. Sprint may assign this Agreement and thereafter shall not be liable hereunder.~~

~~28.5. 27.1. Subject to the terms of this Agreement, Sprint and Licensee agree this Agreement shall bind and inure to the benefit of the respective successors and assigns of both Sprint and Licensee.~~

### 29.28. ENTIRE AGREEMENT.

~~29.1. 28.1. [Covered in Agreement] This Agreement, and any Exhibits which are made a part of this Agreement, subject only to the terms of any applicable tariff on file with the state Commission or the FCC, contains the entire agreement between the parties.~~

### 30.29. NO PARTNERSHIP.

~~30.1. 29.1. [Covered in Agreement] Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturers or of any other association between Sprint and Licensee.~~

### 31.30. DISPUTE RESOLUTION.

~~31.1. [Covered in Agreement] The Parties recognize and agree that the Commission has jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints~~

~~an expert(s) or other facilitator(s) to assist in its decision making; each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.~~

~~31.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) days of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.~~

~~31.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.~~

~~31.4.30.1. After such period either Party may file a complaint with the FCC or the Commission.~~

### 31.31. MISCELLANEOUS.

~~32.1. **[Covered in Agreement] Force Majeure.** Wherever there is provided in this Agreement a time limitation for performance of any construction, repair, maintenance or service, the time provided for shall be extended for as long as, and to the extent that, delay in compliance with such limitation is due to an act of God, strikes, governmental control or other factors beyond the reasonable control of Sprint or Licensee.~~

~~32.2. **Unenforceable Provisions.** If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court or regulatory agency to be invalid, void, or unenforceable, the remainder of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.~~

~~32.3. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act;~~



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

~~32.4. Contingency: This Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.~~

~~32.5. Notice: Any notice to be given by either party to the other pursuant to the provisions of this Agreement or of any law, present or future, shall be given in writing by personal service, by certified or registered mail with postage prepaid and return receipt requested, or by recognized courier service to the other party for whom it is intended.~~

~~32.6. Any notice or demand to Sprint shall be addressed to:~~

~~..... Director Local Markets  
Sprint  
6480 Sprint Parkway  
Mailstop: KSOPHM0310-3A453  
Overland Park, KS 66251  
913-315-7839 Voice  
913-315-0628 Fax~~

~~..... Any notice or demand to Licensee shall be addressed to:~~

~~.....  
.....~~

~~32.6.1. Any party to this Agreement may change its address for the purpose of receiving notices or demands by a written notice to the other party, given in the manner described in this Section. Such notice of change of address shall not become effective, however, until the actual receipt by the other party.~~

~~32.7. Headings: The headings of this Agreement are for convenience only and shall not be used to construct or modify the terms of this Agreement.~~

~~32.8. Execution in Counterparts: This Agreement may be executed in copies, each of which shall constitute an original, but any of which taken together shall constitute one in the same document. In the event of a conflict between the provisions of any~~

~~original Agreement with the provisions of any other original Agreement; the provisions of Sprint's original Agreement will govern and control.~~

~~32.9 Brokers. Licensee warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Sprint from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.~~

~~32.10 Waiver of Default. Sprint and Licensee agree that the waiver by either party of a breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same any other term, covenant or condition.~~

~~32.11 Changes to Agreement. This Agreement and all of its terms, provisions, covenants and conditions cannot be changed or terminated orally. This Agreement may only be modified or amended by an instrument in writing executed by Sprint and Licensee.~~

~~32.12 Agreement Effective. Submission of this instrument for examination or signature by Sprint does not constitute a reservation of or option for license, and it is not effective, as a license or otherwise, until execution and delivery by both Sprint and Licensee.~~

~~32.13 Representations. Neither Sprint nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by Licensee by implication or otherwise unless expressly set forth herein.~~

~~32.14.31.1 Work Stoppages. In the event of work stoppages, Sprint may establish separate entrances for use by personnel of Licensee. Licensee shall comply with any emergency operating procedures established by Sprint to deal with work stoppages.~~

~~32.15 Governing Law. The laws of the State of Kansas shall govern the validity, construction, performance and effect of this Agreement.~~

~~32.16 Authorized Representatives. The individuals executing this Agreement on behalf of Licensee represent and warrant to Sprint they are fully authorized and legally capable of executing this Agreement on behalf of Licensee.~~

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

~~SPRINT \_\_\_\_\_ INSERT LICENSEE NAME \_\_\_\_\_~~

~~By: \_\_\_\_\_ By: \_\_\_\_\_~~

~~(Printed Name) \_\_\_\_\_ (Printed Name) \_\_\_\_\_~~

~~(Title) \_\_\_\_\_ (Title) \_\_\_\_\_~~

**Attachment A – Sample SITE COLLOCATION LICENSE  
TO MASTER COLLOCATION AGREEMENT**

Sprint and [enter CLEC name] are Parties to a Master Collocation Agreement dated [enter agreement date]. Capitalized terms used in this Site Collocation License Agreement have the same meaning as such terms in the Master Collocation Agreement unless otherwise indicated.

**Part I Terms**

1. Site name (central office name):
2. Site code (CLLI code):
3. Site address:
4. Site Legal Description:
5.  The Site is owned by Sprint.  
 The Site is leased by Sprint. A copy of the lease is attached to this Site Collocation License.
6. Type of Physical Collocation  
 Caged Collocation  
 Cageless Collocation  
 Virtual Collocation
7. Description of Licensee's Equipment:
8. Effective Date of Lease:
9. Term: 2 years from effective date
10. Early Termination: If Licensee desires to terminate this site lease before the end of the term shown above the Licensee shall submit a collocation augment application and applicable augment application fee reflecting a decommissioning of the collocation space. The Licensee shall surrender the collocation space to Sprint in the same condition as when first occupied by Licensee, except for ordinary wear and tear.
11. Sprint contact for emergencies:
12. Licensee contact for emergencies:
13. Special Provisions:
14. Notices:

<b>Sprint:</b>	Director-Local Carrier Markets	<b>Licensee:</b>	
	6480 Sprint Parkway		
	Mailstop: KSOPHM0316		
	Overland Park, KS 66251		
<b>With a Copy to:</b>	Regional Director Carrier Markets	<b>With a Copy to:</b>	
	[insert street address]		
	[insert Mailstop]		
	[insert city, state, zip code]		

**Attachment A – Sample SITE COLLOCATION LICENSE  
TO MASTER COLLOCATION AGREEMENT**

**Part II Compensation [NEED RATES FOR FLORIDA, NEVADA, AND NEW JERSEY]**

**1. ITEMIZED LISTING OF FEES**

<b>Rate Element, Unit of Measure <i>(Specify which unit of measure used)</i></b>	<b>NRC or MRC<sup>1</sup></b>	<b>Rate per Unit</b>	<b>Quantity <i>(list unit of measure)</i></b>	<b>Total <i>(Rate X Quantity)</i></b>
APPLICATION FEE, Per Application	NRC	\$		\$
AUGMENT APPLICATION FEE, Per Modification	NRC	\$		\$
COLLOCATION SPACE, Per Square Foot -or- Per Equipment Bay	MRC	\$		\$
DC POWER INSTALLATION, Per Power Lead, Per Foot	NRC	\$		\$
DC POWER CONSUMPTION, Per Fuse Ampere	MRC	\$		\$
DC POWER CONSUMPTION (Nevada only), Per Load Ampere	MRC	\$		\$
DC POWER CONNECTION (Nevada only), Per Load Ampere (0-50, 51-100 or 101-200)	NRC	\$		\$
DC POWER CONNECTION (Nevada only), Per Load Ampere (0-50, 51-100 or 101-200)	MRC	\$		\$
AC POWER INSTALLATION, Per 20 Ampere Outlet	NRC	\$		\$
SECURITY ENCLOSURE, Per Square Foot (100 or 200 sq. ft.) -or- Per Cage and Per Linear Foot	NRC	\$		\$
INTERNAL CABLING, Per Linear Foot -or- Per Fiber Cable Arrangement	MRC	\$		\$
INTERNAL CONDUIT, Per Linear Foot	MRC	\$		\$
CONDUIT SPACE-PER FOOT, Per Linear Foot	MRC	\$		\$
CONDUIT SPACE-VAULT, Per Linear Foot -or- Per Fiber Cable Access	MRC	\$		\$

**Attachment A – Sample SITE COLLOCATION LICENSE  
TO MASTER COLLOCATION AGREEMENT**

<b>Rate Element, Unit of Measure (Specify which unit of measure used)</b>	<b>NRC or MRC<sup>1</sup></b>	<b>Rate per Unit</b>	<b>Quantity (list unit of measure)</b>	<b>Total (Rate X Quantity)</b>
RISER SPACE, Per Foot	MRC	\$		\$
DIVERSE RISER SPACE, Per Foot	MRC	\$		\$
INSTALLATION and/or MAINTENANCE, Per Half Hour -or- Per Quarter Hour (Nevada only)	NRC	\$		\$
CABLE PULL AND SPLICE, Per Half Hour	NRC	\$		\$
GROUNDING, Per Equipment Bay -or- Per 100 Sq. Ft. Caged Space	MRC	\$		\$
SECURITY CARD, Per Card	NRC	\$		\$
SWITCHBOARD CABLE & BLOCK, Per <u>100</u> Pair Cable with 100-pin Connecting Block	MRC	\$	Total cross- connects ordered during term of this agreement.	Customer will pay the total charges which equal the quantity ordered times the rate listed.
<i>Cross-connects are usually ordered after the collocation is set-up, therefore the actual quantity may not be known at the time this agreement is signed. The Licensee will pay the rates shown below for each cross-connect ordered during the term of this agreement.</i>				
DS0 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$	Total cross - connects ordered during term of this agreement.	Customer will pay the total charges which equal the quantity ordered times the rate listed.
DS1 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$	Total cross- connects ordered during term of this agreement.	Customer will pay the total charges which equal the quantity ordered times the rate listed.
DS3 ELECTRICAL CROSS-CONNECT, Per <u>Single</u> 2-Wire Connection	MRC	\$	Total cross- connects ordered during term of this agreement.	Customer will pay the total charges which equal the quantity ordered times the rate listed.

**Attachment A – Sample SITE COLLOCATION LICENSE  
TO MASTER COLLOCATION AGREEMENT**

Rate Element, Unit of Measure <i>(Specify which unit of measure used)</i>	NRC or MRC <sup>1</sup>	Rate per Unit	Quantity <i>(list unit of measure)</i>	Total <i>(Rate X Quantity)</i>
---------------------------------------------------------------------------------	----------------------------	------------------	-----------------------------------------------	-----------------------------------

<sup>1</sup> "MRC" shall mean monthly recurring charge, "NRC" shall mean non-recurring charge.

**2. ADJUSTMENTS**

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

# **EXHIBIT C**

**XO Arbitration with Sprint**





330 South Valley View Boulevard  
Las Vegas, Nevada 89107

Ann C. Pongracz  
General Counsel  
Tel: 702/244-8206  
Fax: 702/244-7775  
E-mail: ann.c.pongracz  
@mail.sprint.com

April 14, 2003

Ms. Crystal Jackson  
Commission Secretary  
Public Utilities Commission of Nevada  
1150 East William Street  
Carson City, Nevada 89701-3109

Re: Docket Nos. 02-11029 and 12-11030

Dear Ms. Jackson:

Enclosed for filing in the above-captioned docket are an original and eleven copies of the *Stipulation* between Central Telephone Company – Nevada d/b/a Sprint of Nevada and Telecommunications of Nevada, L.L.C. d/b/a XO Communications, L.L.C. Please file and date stamp two copies of the document and return them to us for our permanent files.

If any questions should arise regarding this filing, please contact me at the above-referenced number.

Thank you for your assistance.

Sincerely,

Ann C. Pongracz  
General Counsel

ACP:hj

Enclosures

**BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

In re the Complaint for Enforcement of )  
Interconnection and Resale Agreements )  
brought by the Nevada Division of Central )  
Telephone Company dba Sprint of Nevada ) Docket No. 02-11029  
against Telecommunications of Nevada, )  
L.L.C., a.k.a. XO Nevada, L.L.C. and )  
for Declaratory Relief. )  
\_\_\_\_\_ )

In re the Complaint for Enforcement of )  
Interconnection and Request for Interim )  
and Expedited Relief Brought by )  
Telecommunications of Nevada, L.L.C., aka ) Docket No. 02-11030  
XO Nevada, L.L.C. against the Nevada Division )  
of Central Telephone Company dba Sprint of )  
Nevada. )  
\_\_\_\_\_ )

**STIPULATION**

This Stipulation (the "Stipulation") is made and entered into this 4<sup>th</sup> day of April, 2003, by and between Telecommunication of Nevada, L.L.C. d/b/a XO Communications, L.L.C. (hereinafter "XO"), and Central Telephone Company – Nevada d/b/a Sprint of Nevada (hereinafter "Sprint"). Sprint and XO are referred to collectively herein as the "Parties."

**BACKGROUND**

On November 21, 2002, Sprint filed with the Public Utilities Commission of Nevada (the "Commission") a Complaint against XO for enforcement of Interconnection and Resale Agreement, designated as Docket No. 02-11029 ("Sprint's Complaint").

On November 21, 2002, XO filed with the Commission a Complaint against Sprint for enforcement of Interconnection and Resale Agreement, designated as Docket No. 02-11030 ("XO's Complaint").

XO filed its Answer and Counterclaim on December 2, 2002 ("XO's Counterclaim").

The Commission issued a public notice of Sprint's Complaint and XO's Complaint (collectively the "Complaints") and consolidated them for hearing purposes, with hearings now scheduled for May 22 and 23, 2003.

The Parties have reached agreement regarding all claims raised in the Complaints, except one, and have settled the disputes as set forth below.

The Parties are in the process of negotiating a new interconnection agreement (the "New Interconnection Agreement") to replace the Interconnection Agreement and Resale Agreement dated October 1, 2000 (the "2000 Interconnection Agreement").

The Parties are entering into this Stipulation to set forth their agreement regarding the disputed issues and request the Commission's approval of the terms and conditions herein.

Sprint and XO, stipulate and agree as follows:

### SETTLEMENT TERMS

#### **Reciprocal Compensation for ISP-Bound Traffic (Sprint's Second Claim for Relief)**

1. XO agrees to implement the FCC's Order relating to Intercarrier Compensation for ISP-bound traffic (In the Matter of Implementation of Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, Order on Remand and Report and Order, CC Docket Nos. 96-98 and 99-68 (April 27, 2001)) (the "ISP Order") effective as of September 1, 2002.
2. Effective with usage occurring on or after January 1, 2003 and continuing throughout the term of the New Interconnection Agreement until its termination or expiration, XO shall bill to Sprint reciprocal compensation in accordance with the ISP Order, and shall do so until such time as a court or regulatory body of competent jurisdiction establishes new reciprocal compensation rates and terms or "Bill and Keep" or other compensation structures, at which time either Party may invoke the change-in-law provision of the applicable Interconnection Agreement.
3. The Parties agree that, in accordance with the ISP Order, continuing throughout the term of the New Interconnection Agreement until its termination or expiration, the annual ISP-bound minutes of use ("MOU") (i.e., traffic above the 3:1 ratio) shall be capped as provided for in the ISP order based on the annualized first quarter 2001 ISP bound minutes, plus a ten percent growth factor for 2001, plus a ten percent growth factor for 2002, and that such cap shall continue in place until such time as revised ISP-bound MOU caps or Bill and Keep or other compensation structures are established by a court or regulatory body of competent jurisdiction, at which time either Party may invoke the change-in-law provision of the applicable Interconnection Agreement.
4. The Parties agree beginning January 1, 2003 to utilize Sprint's cost-based rates for End Office Switching, Tandem Switching and Common Transport for reciprocal compensation for MOUs local traffic (i.e. traffic below the 3:1 ratio), excluding ISP-

bound traffic. The Parties further agree that rates for reciprocal compensation for ISP-Bound traffic (i.e. traffic above the 3:1 ratio) will be set at \$0.001 per MOU for usage during the period January 1, 2003 through June 14, 2003 and, thereafter, at \$0.0007 per MOU which rate shall continue in place throughout the term of the New Interconnection Agreement until such time as a court or regulatory body of competent jurisdiction establishes new reciprocal compensation rates or Bill and Keep or other compensation structures, at which time either Party may invoke the change-in-law provision of the applicable Interconnection Agreement.

5. The Parties agree that, in accordance with the ISP Order, traffic above a 3:1 ratio will be presumed to be ISP-bound traffic and traffic below the 3:1 ratio will be presumed to be local traffic. The 3:1 ratio set forth in this Stipulation is rebuttable, in accordance with the ISP Order.

6. The terms and conditions set forth in paragraphs 1 through 5 above shall be incorporated into an amendment to the 2000 Interconnection Agreement and the New Interconnection Agreement.

**Interconnection Facility Billing/Dedicated Transport Rates/Meet-Point Interconnection (Sprint's First Claim for Relief and XO's First Counterclaim)**

7. The Parties agreed to an amount, without determination of a specific rate, to resolve all claims associated with the use of interconnection facilities to transport Sprint-originated traffic for all time periods prior to December 1, 2002.

8. For the period December 1, 2002 through March 31, 2003, Sprint shall pay to XO the amount of \$97.06 per DS1 per month for interconnection facilities used to transport Sprint-originated traffic.

9. Beginning April 1, 2003 and continuing throughout the term of the New Interconnection Agreement for Nevada until its termination or expiration, the Parties agree that Sprint shall pay to XO the amount of \$52.50 per DS1 per month for interconnection facilities used to transport Sprint-originated traffic which will be provided consistent with the applicable Interconnection Agreement in Nevada. In the event that after the date of this Stipulation Sprint implements cost-based transport rates that are higher than its current cost-based transport rates for DS1 transport that are applicable to interconnection facilities, XO's rate to Sprint for these interconnection facilities will be increased by the same ratio that Sprint's rates increase (a) for the route between Sprint's Main and South South central offices, or (b) on average for all DS1 transport routes that Sprint increases, whichever is greater. In the event, during this time period, Sprint implements higher cost-based transport rates and the differential between the rate of \$52.50 and Sprint's cost-based transport rates results in the XO rate of \$52.50 per DS1 being more than 20% lower than Sprint's new higher transport rate for DS1 transport between Main and South South, the parties will negotiate a new transport rate(s) to be charged by XO. In the event the parties are unable to reach a mutually acceptable rate for DS1s used for transport of Sprint-originated traffic, the Parties may use the

Dispute Resolution provision of the applicable Interconnection Agreement. The XO rate per DS1 Transport in effect at the time of the dispute will apply until the dispute is resolved, at which time the newly established rate will be applied as of the date that the Parties initiated the Dispute Resolution process. Further, in the event that, from April 1, 2003 through the expiration of the New Interconnection Agreement in Nevada, Sprint's cost-based transport rates applicable to interconnection facilities relating to the transport of XO's terminating traffic are replaced by special access rates, the charge that XO may assess Sprint for the interconnection facilities that XO provides to Sprint for the transport of Sprint-originated traffic will be the same as Sprint's DS1 special access rate between Sprint's Main and South-South central offices. The Parties further agree that the methods for determining the rates for interconnection facilities set forth above shall be utilized and shall continue in place until the earlier of (1) the termination or expiration of the applicable Nevada Interconnection Agreement or (2) such time as revised compensation structures are established by a court or regulatory body of competent jurisdiction, at which time either Party may invoke the change in law provision of the applicable Nevada Interconnection Agreement.

10. The rate of \$52.50 per DS1 and other terms and conditions that apply to DS1 Transport facilities that XO provides to Sprint in Nevada set forth in paragraph 9 is specific and unique to this interconnection arrangement between the Parties, and is based, among other things, upon the volume of trunks as well as the particular interconnection routes and existing facilities between Sprint's network and XO's network and, is not, and should not be considered, a precedent for the rate that applies to interconnection facilities provided to other carriers.

11. Notwithstanding the above, the parties agree that, at any time, the number of trunks between the parties may be adjusted pursuant to the terms and conditions of the applicable Interconnection Agreement.

12. Until such time as the New Interconnection Agreement in Nevada terminates or expires, Sprint and XO agree to maintain the current interconnection arrangement for the exchange of traffic in accordance with the applicable Interconnection Agreement. Sprint agrees that it will not seek any alternative interconnection arrangement for the exchange of traffic pursuant to 47 U.S.C. 251(a) and 251(c)(2) in accordance with the applicable Interconnection Agreement before the termination date of the New Interconnection Agreement in Nevada. The Parties further agree that the methods for determining rates for interconnection facilities set forth in paragraph 9 above shall continue in place until such time as revised compensation structures are established by a court or regulatory body of competent jurisdiction, at which time either Party may invoke the change-in-law provision of the applicable Interconnection Agreement.

13. The terms and conditions set forth in paragraphs 8 through 12 above shall be incorporated into an amendment to the 2000 Interconnection Agreement and the New Interconnection Agreement.

**Collocation Billing (Sprint's Fourth Claim for Relief)**

14. XO has paid Sprint all amounts necessary to satisfy the collocation charges that were the subject of Sprint's Complaint. Sprint shall issue XO credits for any remaining balance for the disputed collocation charges.

**Holdover Provision/New Interconnection Agreement (Sprint's Third Claim for Relief and XO's Claim in its Complaint)**

15. Sprint shall continue to accept and process all of XO's orders for services available under the 2000 Interconnection Agreement until such time as the New Interconnection Agreement is executed and effective. During such time, XO and Sprint shall comply with all payment and other related obligations under the 2000 Interconnection Agreement as amended.

16. Regarding proceedings on the New Interconnection Agreement, Sprint and XO hereby agree to extend until April 30, 2003 the negotiation window (i.e., April 30, 2003 is the 160<sup>th</sup> day), pursuant to Section 252 of the Communications Act of 1934 as amended. After such date, the Parties may mutually agree upon any additional extensions or either Party or both Parties may file an arbitration petition with the Commission based on the Party's or Parties' assessment that continuing negotiations will not be productive. If a Party decides that it will not agree to any additional extensions, that Party shall provide written notice to the other Party two weeks in advance of the expiration of the negotiation window. If a Party fails to provide at least two weeks written notice to the other party, the negotiation window shall be extended by two weeks and the Parties shall execute the necessary documents to effectuate the two-week extension.

**Tag and Label Services (XO's Second Counterclaim)**

17. Sprint agrees to forgo charging XO for the provision of Tag and Label services until such time as the Commission issues a determination on this issue. Prior to such determination by the Commission, Sprint will provide to XO at no additional cost Tag and Label services on all new loop installations and on all maintenance "call outs" provided that the loop is not appropriately tagged and labeled at the time trouble is reported.

18. Notwithstanding the provisions of paragraph 17 above, in the event that Sprint responds to a maintenance call from XO and finds that a circuit is working within its specifications and the circuit is correctly tagged and labeled, Sprint's "Trouble Isolation Charge" will apply, and XO agrees to pay that charge. The Parties agree that no charge will apply if, upon such a maintenance call, Sprint finds the circuit is not working within its specifications whether or not the circuit is properly tagged and labeled.

**UNE DS1 Loops (XO's Third Counterclaim)**

19. The Parties have been unable to resolve certain issues set forth in XO's Third Counterclaim. The Parties will continue discussions regarding this claim in an attempt to limit the issues and determine which issues, if any, are necessary for the hearing set for May 22<sup>nd</sup> and 23<sup>rd</sup>.

### **PUBLICITY**

20. XO and Sprint agree that neither Party shall produce, publish, or distribute any press release nor other publicity referring to this Stipulation, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Stipulation in any press or media interviews. In no event shall either Party mischaracterize the contents of this Stipulation in any public statement or in any representation to a governmental entity or member thereof.

### **OTHER TERMS AND CONDITIONS**

21. Except as otherwise provided in this Stipulation, no amendment or waiver of any provision of this Stipulation shall be effective unless the same is in writing and signed by an officer of both Parties. In addition, no course of dealing or failure of a Party strictly to enforce any terms, rights or conditions of this Stipulation shall be construed as a waiver by that Party. Except as specifically provided herein, by entering into this Stipulation neither Party waives any right granted to it under law.

22. The Parties agree that this Stipulation represents a compromise of each Party's respective positions with regard to the disputed issues. This Stipulation and any discussion made during the negotiations of this settlement are not, and shall not, in any way be construed to be an admission by either Party, or any of their former or current parent companies, successors, assigns, affiliates, subsidiaries, directors, officers, employees and agents, that any one of them may have acted wrongfully and/or illegally in any manner and the settlement set forth herein shall not be construed by any person or in any court, agency or tribunal whatsoever as a present or past admission of liability.

23. This Stipulation represents an integrated resolution of the disputed issues and is intended to be taken as a whole. If any commission, court, or other body of competent jurisdiction determines that a term, provision, or section of this Stipulation is invalid, void, or unenforceable, such term, provision, or section shall be enforced to the maximum extent permissible so as to effect the intent of the Parties. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Stipulation to replace such term, provision, or section with an enforceable term, provision, or section that reflects the intent of the Parties.

24. Each Party represents that the person whose signature appears on this Stipulation on behalf of such Party has authority to bind such Party.

25. This Stipulation has been carefully and fully read by the Parties and their counsel. The Parties understand the contents of this Stipulation; have signed this Stipulation of

their own free act and deed; and understand this Stipulation shall be binding on them, their successors, heirs and assigns.

26. The provisions of this Stipulation shall not be construed as or deemed to be a precedent with respect to any issue, principle, or interpretation or application of law and regulations, for any purpose or in connection with any proceeding before a court of law or any state or federal government regulatory body.

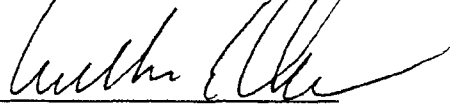
27. This Stipulation may be signed in counterparts.

WITNESS the following signatures on the dates set forth.

Central Telephone Company – Nevada  
d/b/a Sprint of Nevada

Telecommunication of Nevada, L.L.C.  
d/b/a XO Communications, L.L.C.

By:   
Signature

By:   
Signature

Name: R. Gerard Salemm

Name: William E. Cheek

Title: Senior Vice President External Affairs

Title: President Wholesale Markets

Date: 4/4/03

Date: 4/4/03



**CERTIFICATE OF SERVICE**

I hereby certify that I have this 14<sup>th</sup> day of April, 2003, served a copy of the foregoing *Stipulation* between Central Telephone Company – Nevada d/b/a Sprint of Nevada and Telecommunications of Nevada, L.L.C. d/b/a XO Communications, L.L.C., Docket Nos. 02-11029 and 02-11030, upon the following persons by sending copies thereof, via U.S. Mail, postage prepaid, to the last known address of each as follows:

Karen M. Potkul, Esq.  
Vice President, Regulatory  
XO Nevada, L.L.C.  
1924 Deere Avenue  
Santa Ana, California 92705  
[karen.potkul@xo.com](mailto:karen.potkul@xo.com)


Richard Hinckley, Esq.  
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Las Vegas, Nevada 89109  
[hinckley@puc.state.nv.us](mailto:hinckley@puc.state.nv.us)

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Crowell, Susich, Owen & Tackes, Ltd.  
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Carson City, Nevada 89702  
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Mr. Richard Burdette  
Public Utilities Commission of NV  
1150 East William Street  
Carson City, NV 89701  
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Bureau of Consumer Protection  
1000 East William Street, Suite 200  
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Helen J. Jenkins, an employee of  
Central Telephone Company – Nevada  
d/b/a Sprint of Nevada

# **EXHIBIT D**

**XO Arbitration with Sprint**



John W. Clayton  
Director  
Wholesale Services – CLEC  
& Wireless

Local Telecommunications Division  
6480 Sprint Parkway  
Overland Park, KS 66251  
Mailstop KSOPHM0310-3A453  
Voice 913 315 7839  
Fax 913 315 0628  
john.clayton@mail.sprint.com

VIA FAX AND OVERNIGHT DELIVERY

May 14, 2003

Karen Potkul  
Vice President, External Affairs  
XO Communications  
1924 E. Deere Ave.  
Santa Ana, CA 92705

Dear Ms. Potkul:

This letter is Sprint's official two week notice that it does not plan to extend the negotiation window beyond May 29, 2003 in Nevada, Florida and New Jersey.

Sincerely,

John W. Clayton  
Director  
Wholesale Services – CLEC & Wireless

cc: Assistant General Counsel, Commercial, XO Communications, Inc.  
Tom Grimaldi  
Ann Pongracz  
Janette Luehring  
Kathryn Feeney  
Kristen McMillan