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COMMISSION
CLERK

September 1, 2004

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

RE: Notice of Adoption , with amendments, of Time Warner Telecom of Florida, L.P. and Sprint-Florida, Incorporated Interconnection, Unbundling, Collocation and Resale Agreement by Progress Telecom LLC

Dear Ms. Bayó:

Sprint-Florida, Incorporated hereby provides notice to the Florida Public Service Commission of the adoption by Progress Telecom LLC. of the Interconnection, Unbundling, Collocation and Resale Agreement with amendments for the State of Florida entered into by Time Warner Telecom of Florida, L.P. and Sprint-Florida, Incorporated which was filed with the Commission on August 21, 2003 in Docket No. 030848-TP.

Enclosed are the original signed and two (2) copies of the agreement for your records.

Progress Telecom LLC is adopting the agreement as provided by Section 252(i) of the Telecom Act of 1996.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me at 850-599-1276.

Sincerely,
Nancy Schnitzer
Nancy Schnitzer

cc: Mr. Allan Bakalar
Progress Telecom, LLC
100 Second Avenue South
Suite 400 South
St. Petersburg, FL 33701

Enclosure

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement ("Agreement"), entered into August 23, 2004 is entered into by and between Progress Telecom LLC, a Delaware Limited Liability Company ("CLEC"), and Sprint-Florida, Incorporated, a Florida corporation ("Sprint"), (CLEC and Sprint are collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

NOW THEREFORE, the Parties agree as follows:

1 INTERCONNECTION AND RESALE AGREEMENT:

- 1.1 The Parties agree that the Agreement between the Parties shall consist of the Time Warner Telecom of Florida, L.P. ("TWTFLL") Master Interconnection, Collocation and Resale Agreement dated August 1, 2003 (the "Adopted Agreement") any subsequent amendments to the Adopted Agreement executed by Sprint and TWTFLL.

2 PARTIES:

- 2.1 CLEC is hereby substituted in the Adopted Agreement for TWTFLL, and Sprint shall remain as the other Party to the Agreement.

3 TERM:

- 3.1 This Agreement shall be in force and become effective August 23, 2004, or the date of Commission approval, if required.
- 3.2 This Agreement shall have an End Date of July 31, 2005, which corresponds to the termination date of the Adopted Agreement.

4 NOTICES:

- 4.1 Except as otherwise provided, all notices and 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 paid, return receipt requested and addressed as follows:

If to Sprint: Director –
Carrier Interconnection &
Management
Sprint
6450 Sprint Parkway
Mailstop: KSOPHN0116-1B671
Overland Park, KS 66251

If to CLEC: Mr. Allan Bakalar
Progress Telecom, LLC
100 Second Avenue South
Suite 400 South
St. Petersburg, FL 33701
abakalar@progresstelecom.
com
Tel: 727-471-5485
Fax: 727-471-5311

With Copy To: Field Sales Manager
FLAPKA0202-2373
555 Lake Border Drive
Apopka, FL 32703-5815

With Copy To: Michael Drayer
Deputy General Counsel
Progress Telecom, LLC
100 Second Avenue South
Suite 400 South
St. Petersburg, FL 33701
mdrayer@progresstelecom.
com
Tel: 727-471-5440
Fax: 727-471-5310

5 AMENDMENTS

- 5.1 The Parties agree to add the following definitions to the Adopted Agreement:
- 5.1.1 “Commingle” means the act of Commingling.
- 5.1.2 “Commingling” means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that CLEC has obtained at wholesale from Sprint or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services.
- 5.1.3 “Copper Loop” is a stand-alone local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (*e.g.*, DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper Loops are in service or held as spares. The copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
- 5.1.4 “Dark Fiber Loop” is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

- 5.1.5 “Demarcation Point” is that point on the loop where Sprint’s control of the facility ceases, and the End User Customer’s control of the facility begins.
- 5.1.6 “DS1 Loop” is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 5.1.7 “DS3 Loop” is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.
- 5.1.8 “Fiber-to-the-home Loop” (“FTTH Loop”) means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user’s customer premises.
- 5.1.9 “High Frequency Portion of the local Loop” (“HFPL”) 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 provided by Sprint to the end-user customer.
- 5.1.10 “Hybrid Loop” means a local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.
- 5.2 The Parties agree to modify the definitions in the Adopted Agreement as follows:
 - 5.2.1 “Common Transport” provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint’s network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
 - 5.2.2 “Enhanced Extended Link” (“EEL”) for purposes of this Agreement refers to the commingling Loops with wholesale dedicated transport, if necessary, purchased from Sprint access tariffs.
 - 5.2.3 “Local Loop” refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the demarcation point (e.g. Network Interface Device) at a customer’s premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, FTTH loops, DS1 loops, DS3 loops and Dark Fiber Loops.
- 5.3 The Parties agree to delete the following definitions from the Adopted Agreement:
 - 5.3.1 “Dedicated Transport” provides a local interoffice transmission path between

Sprint and/or TWTC central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.

- 5.3.2 “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.
- 5.3.3 “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.
- 5.4 The Parties agree to delete Section 4.3 under “Regulatory Approvals” from the Adopted Agreement and replace it with the following:
- 5.5 Notwithstanding any other provision of this Agreement to the contrary Section 4.2 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 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. Nothing in this Agreement shall be deemed or construed to prohibit Sprint from charging rates to CLEC under this Agreement, if such rates are cost-based rates adopted by Sprint following approval of such rates by the Commission in a generic cost proceeding in which CLEC has or had the opportunity to participate, which generic cost proceeding may have been initiated by Sprint by a tariff filing or otherwise.
- 5.6 The Parties agree to add the following sections to Section 4, “Regulatory Approvals in the Adopted Agreement.”
- 5.6.1 In the event of 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 to the rights and obligations relating to UNE Loops or in which the court, FCC or the Commission clarifies or otherwise makes a determination that high capacity Loops are not required to be provided as unbundled network elements, upon written notice to CLEC, CLEC will be prohibited from

ordering and Sprint will not provide new UNE high capacity Loops. Within 90 days of such written notice, CLEC will transition existing high capacity Loops from UNEs to access or other wholesale services.

- 5.7 The Parties agree to substitute Part E, contained in Attachment I, for the Part E, Sections 42 through 59, in the Adopted Agreement.
- 5.8 The Parties agree to add and incorporate Part L, contained in Attachment II, to the Adopted Agreement.
- 5.9 The Parties agree to add and incorporate the attached Part M, contained in Attachment III to the Adopted Agreement.
- 5.10 The Parties agree to substitute Table 1, contained in Attachment IV, for the Table 1 in the Adopted Agreement.
- 5.11 The Parties agree to add the following sections to Part F, Section 62 of the Adopted Agreement:
 - 5.11.1 Signaling Network Interconnection
 - 5.11.1.1 Sprint will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to Sprint's STPs via "A" links or for CLEC's "B or D" links which are dedicated to the transport of signaling for local interconnection.
 - 5.11.1.2 Signaling Systems
 - 5.11.1.2.1 Signaling Link Transport
 - 5.11.1.2.1.1 Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.
 - 5.11.1.2.1.2 Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.
 - 5.11.1.2.2 Signaling Transfer Points (STPs)
 - 5.11.1.2.2.1 STPs provide functionality that enable the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.
 - 5.11.1.3 Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Sprint SS7 network. These functions include:
 - 5.11.1.3.1 Sprint Local Switching or Tandem Switching;

- 5.11.1.3.2 Sprint Service Control Points (SCPs)/Databases if arranged for under separate agreements;
- 5.11.1.3.3 Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and
- 5.11.1.3.4 Third party provider STPs subject to any additional conditions or terms of the Third Party.
- 5.11.1.4 Interface Requirements. Sprint shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:
 - 5.11.1.4.1 An A-link interface from CLEC local switching systems; and
 - 5.11.1.4.2 B- or D-link interface from CLEC STPs.
 - 5.11.1.4.3 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
 - 5.11.1.4.3.1 An A-link layer shall consist of two links,
 - 5.11.1.4.3.2 A B- or D-link layer shall consist of four links,
 - 5.11.1.5 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 STP is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

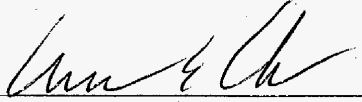
6. GENERAL

- 6.1 Other than as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 6.2 This Agreement, executed by authorized representatives of Sprint and CLEC, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

“Sprint”

“CLEC”

By: 

Name: William E. Cheek

Title: AVP – Strategic Sales &
Account Management

Date: 8/20/04

By: 

Name: Allen M. BAKALAR

Title: Carrier Relations Manager

Date: 8/17/04

ATTACHMENT I

PART E - NETWORK ELEMENTS

6 GENERAL

- 6.1 Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs") such that CLEC will be able to subscribe to and interconnect to whichever of these unbundled elements CLEC requires for the purpose of offering Qualifying Services to its customers. CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is CLEC's obligation to combine Sprint-provided UNEs with any facilities and services that CLEC 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, Section 4 of this Agreement.
- 6.2 To the extent CLEC has ordered UNEs, including unbundled dedicated transport, unbundled switching and UNE-P, that are no longer available under this Agreement, CLEC and Sprint will agree to a transition plan to convert those services to alternative arrangements, for example resale or access, within 30 days of the Effective Date of this Agreement. Sprint will continue to provide transport services at the unbundled dedicated transport rates until January 1, 2005.

7 UNBUNDLED NETWORK ELEMENTS

- 7.1 Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunications Service to CLEC subscribers. Sprint shall offer UNEs to CLEC 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.
- 7.2 CLEC 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 otherwise limited herein. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party. CLEC may Commingle UNEs with Wholesale Services or tariff services obtained from Sprint as provided for in this Agreement.
- 7.3 Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE. CLEC may use Network Elements provided under this Agreement for

any Telecommunications Service subject to the restrictions listed below.

- 7.3.1 Any combination of high capacity loops (DS1, DS3) and special access transport (a commingled facility) both of which are provided by Sprint is subject to the EEL use restrictions in section 16. Such restrictions apply irrespective of the manner in which the loops and transport are combined.
- 7.3.2 Facilities connecting Sprint's network and CMRS carriers' networks do not qualify as Unbundled Network Elements and will not be available to CLEC as Unbundled Network Elements.
- 7.3.3 CLEC can use Network Elements provided by Sprint to provide Local Exchange Service.
- 7.3.4 Unbundled loops ordered by CLEC into a third party collocation cannot be used by the third party collocator to provide retail interexchange services.
- 7.3.5 CLEC can use unbundled loops to provide Exchange Access to Interexchange Carriers where the unbundled loop terminates to a 251(c)(6) collocation and CLEC has self-provided transport to that collocation. CLEC can qualify as self-providing transport by leasing transport from a third party.
- 7.3.6 CLEC can use unbundled loops to provide xDSL services in accordance with this Agreement.
- 7.3.7 CLEC can use Network Elements provided by Sprint for an information service only to the extent the same Network Elements are also used to provide a telecommunications service.

8 BONA FIDE REQUEST PROCESS

- 8.1 The receiving Party shall promptly consider and analyze access to UNEs or combinations of UNEs not specifically covered in this Agreement with the submission of a Bona Fide Request ("BFR") hereunder.
- 8.2 A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request.
- 8.3 The requesting Party may cancel a BFR at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 8.4 Within ten (10) calendar days of its receipt, the receiving Party shall acknowledge receipt of the BFR.
- 8.5 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, the receiving Party shall provide to the requesting Party a preliminary analysis of such BFR. If applicable, the preliminary analysis shall confirm whether the receiving Party will offer access to the UNE, including

whether it is technically or operationally feasible.

- 8.6 Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) calendar days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 8.7 The receiving Party shall promptly proceed with the BFR upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 8.8 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, the receiving Party shall provide to the requesting Party a BFR Quote which will include, at a minimum, a description of each service or UNE, the availability, the applicable rates and the installation intervals.
- 8.9 Within thirty (30) calendar days of its receipt of the BFR Quote, the requesting Party must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 8.10 If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B of this Agreement.

9 INDIVIDUAL CASE BASIS PRICING

- 9.1 Individual Case Basis (ICB) pricing will be provided by Sprint upon request from the CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 9.2 Sprint will process ICB Pricing requests upon receipt from the CLEC. Sprint will provide CLEC a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

10 NETWORK INTERFACE DEVICE

- 10.1 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.

- 10.2 The function of the NID is to establish the network demarcation point between a LEC (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.
- 10.3 CLEC 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, CLEC may request them pursuant to the process detailed in Section 43 herein.
- 10.4 Sprint will provide CLEC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Table One will apply.
- 10.5 Sprint will not provide specialized (Sprint non-standard) NIDS.
- 10.6 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 CLEC'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.
- 10.7 When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Attachment 1. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Attachment 1.

11 LOOP

- 11.1 Sprint will provide CLEC access to Local Loops as defined in Part A including Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops, DS3 Loops, and Dark Fiber Loops. The following section includes the terms and conditions for Copper Loops, Hybrid Loops, FTTH Loops, DS1 Loops and DS3 Loops. Terms and conditions for the provision of Dark Fiber Loops are set forth in Section 15 of this Agreement. Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops is contained in Section 18.
- 11.2 At CLEC'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.
- 11.2.1 Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").
- 11.2.2 Cooperative testing will be provided by Sprint at CLEC's expense. Sprint

technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not respond within 3 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.

- 11.2.3 Sprint will charge CLEC at the rates set out on Table One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC end user's side of the Demarcation Point.
- 11.3 Analog Loop Capabilities
 - 11.3.1 Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the CLEC's end user's premises. CLEC shall not install equipment on analog Loops that exceeds the specified bandwidth.
 - 11.3.2 Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops, based on available facilities.
 - 11.3.3 Where necessary equipment is not available, CLEC requests will be processed through the ICB process. Sprint will provide routine network modifications as provided herein. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
- 11.4 Digital Loops
 - 11.4.1 Sprint will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which CLEC may deploy advanced services. Deployment of advanced services over digital loops by CLEC will be consistent with the terms and conditions contained in this section 11. On digital Loops, Sprint will only provide electrical continuity and line balance.
 - 11.4.2 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 Part B of this Agreement.
 - 11.4.3 Where necessary equipment is not available, CLEC requests will be processed through the ICB process. Sprint will provide routine network modifications as provided herein. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
 - 11.4.4 Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated

to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

11.5 Non-Standard Digital Loops

11.5.1 If CLEC requests a digital 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 Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 11.7.2 are applicable.

11.6 Adherence to National Industry Standards

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

11.6.2 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:

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

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

11.6.2.3 Has been successfully deployed by any CLEC without significantly degrading the performance of other services.

11.6.2.4 Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 11.7.2.3, the burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

11.6.3 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

- 11.6.4 When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 11.6.2, the degraded service shall not prevail against the newly deployed technology.
- 11.6.5 If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 11.6.6 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, the CLEC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 11.6.7 CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
 - 11.6.7.1 For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 11.6.7.2 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.
 - 11.6.7.3 For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
 - 11.6.7.4 As an alternative to Section 6.6.7.1 CLEC 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.
- 11.7 Information to be Provided for Deployment of Advanced Services.
 - 11.7.1 Upon request, Sprint shall provide to CLEC:
 - 11.7.1.1 information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
 - 11.7.1.2 information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
 - 11.7.1.3 information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
 - 11.7.2 In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
 - 11.7.2.1 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;

- 11.7.2.2 the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);
- 11.7.2.3 to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.
- 11.8 Hybrid Loops. Sprint will provide CLEC access to Hybrid Loops for the provision of broadband and narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.
 - 11.8.1 When CLEC requests access to a Hybrid Loop for the provision of broadband service, Sprint will provide CLEC, on an unbundled basis, with non-discriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 and DS3 capacity, to the extent the FCC or other body with jurisdiction has determined that impairment exists, to establish a transmission path between Sprint's Central Office and the CLEC's end-user's premises.
 - 11.8.2 When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will
 - 11.8.2.1 Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or
 - 11.8.2.2 Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.
- 11.9 Fiber-to-the-home Loop (FTTH Loop)
 - 11.9.1 New builds. Sprint will not provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed a FTTH Loop to an end-user's customer premises that was not previously served by any loop facility.
 - 11.9.2 Overbuilds. Sprint will not provide non-discriminatory access to FTTH Loop on an unbundled basis when Sprint has deployed a FTTH Loop parallel to, or in replacement of, an existing loop facility, except that:
 - 11.9.2.1 Sprint will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Sprint has retired the Copper Loop as set forth below.
 - 11.9.2.2 If Sprint deploys FTTH Loop and maintains the existing Copper Loop, Sprint

will restore the Copper Loop to serviceable condition upon request.

- 11.9.2.3 If Sprint deploys FTTH Loop and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop.
- 11.9.2.4 Prior to retiring Copper Loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.
- 11.10 DS1 Loops. Sprint will provide DS1 Loops except where the FCC or other body with jurisdiction has determined that requesting telecommunications carriers are not impaired without access to unbundled DS1 Loops. For DS1 Loops that are operational on the date the FCC or other body with jurisdiction makes a finding of no impairment, CLEC will transition the DS1 Loops to another service within a time frame established by the FCC or agreed to by the Parties pursuant to 5.5.1 of this Agreement.
- 11.11 DS3 Loops. Sprint will provide DS3 Loops except where the FCC or other body with jurisdiction has determined that requesting telecommunications carriers are not impaired without access to unbundled DS3 Loops, up to a maximum of two unbundled DS3 Loops for any single customer location. For DS3 Loops that are operational on the date the FCC or other body with jurisdiction makes a finding of no impairment, CLEC will transition the DS3 Loops to another service within a time frame established by the FCC or agreed to by the Parties pursuant to 5.5.1 of this Agreement.
- 11.12 Dark Fiber Loops. Sprint will provide CLEC Dark Fiber enterprise Loops on an unbundled basis except where the FCC or other body with jurisdiction has determined that requesting Telecommunication Carriers are not impaired without access to a Dark Fiber Loop. Specific terms and conditions for providing Dark Fiber Loops are contained in this Part of this Agreement. Enterprise Loops are Loops that are used to provide DS1 level or above service.
- 11.13 Tag and Label. At CLEC'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.
 - 11.13.1 Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.
 - 11.13.2 Tag and Label is available on the following types of Loops: 2- and 4-wire analog Loops, 2- and 4-wire xDSL capable Loops, 2- and 4-wire digital Loops, and DS1 4-wire Loops.
 - 11.13.3 CLEC must specify on the order form whether each Loop should be tagged and labeled.

11.13.4 The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

12 SUBLOOPS

12.1 Sprint will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Sprint will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement.

12.2 Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Sprint's outside plant, including inside wire owned or controlled by Sprint, and the end-user premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Sprint is not obligated to offer feeder loop plant as a stand-alone UNE.

12.2.1 An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

12.3 Multiunit premises wiring. Sprint will make available to CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation.

12.3.1 An accessible terminal is any point in Sprint's network where a technician 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 to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

12.3.2 Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on

appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.

- 12.4 Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 12.5 Deployment of advanced services by CLEC over subloops will be in accordance with the terms included in this section.
- 12.6 Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

13 OPERATIONS SUPPORT SYSTEMS (OSS)

- 13.1 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.

14 LOOP MAKE-UP INFORMATION

- 14.1 Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 14.2 Information provided to the CLEC will not be filtered or digested in a manner that would affect the CLEC's ability to qualify the loop for advanced services.
- 14.3 Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information 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 the requesting CLEC connects to the Sprint LTD network.
- 14.4 Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLEC.
- 14.5 Sprint may provide the requested Loop Make-Up Information to the CLECs in

whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.

- 14.6 If CLEC does not order Loop Make-Up Information 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, CLEC agrees that:
 - 14.6.1 CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
 - 14.6.2 If Sprint undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will be charged a Loop Make-Up Information Charge; and
 - 14.6.3 If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 11 of this Agreement.

15 DARK FIBER

15.1 General Rules and Definition

- 15.1.1 Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- 15.1.2 Sprint will unbundle Dark Fiber for enterprise Loops and multiunit premises Sub-loops in accordance with the FCC's Triennial Review Order (CC Docket No. 96-98) and as set forth in this Agreement, except where the FCC or other body with jurisdiction has determined that a requesting Telecommunications Carrier is not impaired without such access. Dark fiber is not a separate network element, but a subset of UNE Loop. 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. Enterprise Loops are Loops that are used to provide DS1 level or above service.

15.2 Fiber Availability

- 15.2.1 Spare fibers in a sheath are not considered available if Sprint has plans to put the fiber in use within the current year or the following year.
- 15.2.2 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 four (4) fibers and a maximum of twelve (12) fibers.

- 15.2.3 Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.
- 15.3 Interconnection Arrangements
 - 15.3.1 Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by CLEC to locate the optical electronic equipment necessary to "light" leased Dark Fiber.
 - 15.3.2 The CLEC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel.
 - 15.3.3 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 the CLEC's expense. This process is outside the scope of this agreement.
 - 15.3.4 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 the CLEC.
- 15.4 Dark Fiber Application and Ordering Procedure
 - 15.4.1 CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.
 - 15.4.2 Within twenty (20) business days of receipt of DFA, Sprint will provide CLEC with a response regarding fiber availability and price.
 - 15.4.2.1 If Dark Fiber is not available, Sprint will notify CLEC of the DFA rejection.
 - 15.4.2.2 CLEC will follow the Dispute Resolution Process outlined in Part B of this Agreement if CLEC wishes to contest the rejection.
 - 15.4.3 If Dark Fiber is available, CLEC will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the requested Dark Fiber for the CLEC during these ten (10) business days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
 - 15.4.4 After ten (10) business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.
 - 15.4.5 The CLEC will submit a firm order for Dark Fiber via the local service request (LSR).
 - 15.4.6 By submitting the Dark Fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.

- 15.4.7 Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow CLEC to extend due date for firm order completion up to sixty (60) business days from the date Sprint receives firm order from CLEC. This extended due date must be specified on the firm order.
- 15.4.7.1 Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
 - 15.4.7.1.1 CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse Sprint for all costs incurred to date; or
 - 15.4.7.1.2 a third party submits firm order for same Dark Fiber. If this occurs, CLEC must begin compensating Sprint for monthly recurring and non-recurring charges in order to reserve fiber, once Sprint is able to provide Dark Fiber to CLEC.
- 15.5 Maintenance and Testing
 - 15.5.1 Sprint is only responsible for maintaining the facilities that it owns.
 - 15.5.2 Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order,
 - 15.5.3 Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
 - 15.5.4 Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLEC requirements.
- 15.6 Rules for Take Back
 - 15.6.1 Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
 - 15.6.2 Sprint will provide CLEC twelve (12) months written notice prior to taking back fiber.
 - 15.6.3 If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
 - 15.6.4 Sprint will provide the CLEC with alternative transport arrangements when Sprint takes back working fiber.
 - 15.6.5 The Dispute Resolution Procedures found in Part B of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.
- 16 EEL**
 - 16.1 Combination of Network Elements

- 16.1.1 CLEC may order EEL as specifically set forth in this Section of the Agreement.
- 16.1.2 For the purpose of this section, wholesale services includes both services CLEC procures for resale pursuant to 251(c)(4) and exchange access service purchased from Sprint's access tariffs.
- 16.2 General Terms and Conditions
 - 16.2.1 Sprint will allow CLEC to order each UNE individually in order to permit CLEC to combine such UNEs with other UNEs obtained from Sprint as provided for herein, to provide Telecommunications Services to its end users, 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. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, 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.
 - 16.2.2 CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement. **Any request by CLEC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 8 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.**
 - 16.2.3 The provisioning of EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.
- 16.3 Specific Combinations and Pricing
 - 16.3.1 In order to facilitate the provisioning of EEL Sprint shall support the ordering and provisioning of the specific combinations as set forth below.
- 16.4 Sprint Offers the Following Combinations of Network Elements
 - 16.4.1.1 Sprint will offer the combination of unbundled loops with wholesale services

as described herein, where Sprint is required to provide Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops,

- 16.4.1.2 In order to obtain the following EELS, a requesting CLEC must provide certification that it satisfies the following service eligibility criteria for each circuit. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this section. Sprint will offer the following Eel Combinations:
 - 16.4.1.2.1 Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service (either special access or resale).
 - 16.4.1.2.2 Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).
 - 16.4.1.2.3 Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service (either special access or resale).
- 16.4.1.3 EEL Eligibility Criteria
 - 16.4.1.3.1 CLEC must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, CLEC must have complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served;
 - 16.4.1.3.2 Each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
 - 16.4.1.3.3 Each circuit to be provided to each CLEC customer must be assigned one local number prior to the provision of service over the circuit;
 - 16.4.1.3.4 Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;
 - 16.4.1.3.5 Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit; Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements:
 - 16.4.1.3.5.1 a collocation established pursuant to section 251(c)(6) of the Act and located at Sprint's premises within the same LATA as the CLEC's customer's premises, when Sprint is not the collocater; or

16.4.1.3.5.2a collocation located at a third party's premises within the same LATA as the CLEC's customer's premises, when Sprint is the collocator.

16.4.1.3.6 For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service interconnection trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an interconnection arrangement with Sprint for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and

16.4.1.3.7 Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

16.4.1.4 Sprint reserves the right, upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. Sprint will hire and pay for an independent auditor to perform the audit. CLEC will reimburse Sprint if the audit report concludes that CLEC failed to comply with the service eligibility criteria. Sprint may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to Sprint's audit rights in Part B of this Agreement.

17 LINE SPLITTING

17.1 This Section intentionally left blank, until such time as CLEC contemplates the need to purchase this element or service from Sprint. Upon such notice and subject to Applicable Rules, the parties will negotiate in good faith to amend the Agreement to include terms and conditions for the purchase of the applicable elements or services.

18 MODIFICATIONS TO SPRINT'S EXISTING NETWORK

18.1 Modifications to Unbundled Loop

18.1.1 Sprint will make routine network modifications to unbundled loop facilities used by CLEC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates in accordance with Table One or Sprint will provide a price quote via the ICB process.

18.1.1.1 In the case of unbundled loop facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine

network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Sprint ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may also include activities needed to enable CLEC to obtain access to a Dark Fiber Loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for CLEC.

18.2 Loop Conditioning

18.2.1 Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Sprint will condition loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Sprint recommends that CLEC utilize the Loop Make-Up process in Section 14 prior to submitting orders for loops intended for advanced services.

ATTACHMENT II

PART L – LINE SHARING

1. LINE SHARING

18.3 General Terms

18.3.1 Sprint shall make available the HFPL for line sharing by CLEC pursuant to the following terms and conditions.

18.3.1.1 Grandfathered HFPL. For HFPLs that are in service prior to October 2, 2003, Sprint will offer HFPL at the rate effective on October 2, 2003 as long as that HFPL remains in service to the particular CLEC end-user.

18.3.1.2 CLEC may purchase additional HFPL from October 2, 2003 to October 1, 2004. Sprint will not provide access to additional HFPL after October 1, 2004.

18.3.1.3 For the HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL portion of the Loop will be 25% of the applicable UNE Loop rate for October 2, 2003 through October 1, 2004.

18.3.1.4 For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 50% of the applicable UNE Loop rate for October 2, 2004 through October 1, 2005.

18.3.1.5 For HFPL ordered October 2, 2003 to October 1, 2004, the price for HFPL will be 75% of the applicable UNE Loop rate for October 2, 2005 through October 1, 2006. After October 1, 2006, CLEC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

18.3.2 Sprint shall provide access to the HFPL at its central office locations and at any accessible terminal in the outside copper loop plant, subject to CLEC having an effective collocation agreement and the availability of space.

18.3.3 Sprint shall make the HFPL available to 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.

18.3.3.1 Sprint will not provide HFPL where copper facilities do not exist.

18.3.3.2 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 Table One at CLEC's expense.

18.3.4 Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the end user, 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.

- 18.3.5 In the event that the end user being served by CLEC via HFPL terminates its Sprint-provided retail voice service, or when Sprint provided retail voice service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that end user. If CLEC notifies Sprint that it chooses this option, CLEC and Sprint shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If CLEC declines to purchase the entire stand alone UNE digital loop, Sprint may terminate the HFPL.
- 18.3.6 Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE digital loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates; provided that:
 - 18.3.6.1 adequate facilities are available to allow the provisioning of voice service over such other facilities, and
 - 18.3.6.2 CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).
- 18.3.7 If other such facilities do not exist and the End User being served by CLEC via HFPL has its Sprint-provided retail voice service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which CLEC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates, Sprint will continue to allow the provision of advanced services by CLEC over the copper facilities as an entire stand-alone UNE digital 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 CLEC prior to disconnection.
- 18.3.8 Information to be Provided
 - 18.3.8.1 In connection with the provision of HFPL, Sprint shall provide to CLEC the information specified in Section 11.7.
 - 18.3.8.2 In connection with the provision of HFPL, CLEC shall provide to Sprint the information specified in Section 11.7.
 - 18.3.8.3 In connection with the provision of HFPL, if CLEC 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.
- 18.3.9 Conditioning, Testing, Maintenance Sprint will condition HFPL in accordance

with Section 18.2. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.

- 18.3.10 If Sprint declines a CLEC request to condition a loop and Sprint is unable to satisfy CLEC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the Commission that conditioning the specific loop in question will significantly degrade voiceband services.
- 18.3.11 At the installation of retail voice 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 the CLEC to deploy the testing capability for its own specialized services. If CLEC requests testing other than basic installation testing as indicated above, Sprint and CLEC will negotiate terms and charges for such testing.
- 18.3.12 Any additional maintenance of service conducted at CLEC's request by Sprint on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Sprint and CLEC.
- 18.4 Deployment and Interference
 - 18.4.1 In providing services utilizing the HFPL, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
 - 18.4.2 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 Part B of this Agreement.
 - 18.4.3 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:
 - 18.4.3.1 Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 18.4.3.2 Is approved by an industry standards body, the FCC, or any state commission, or;
 - 18.4.3.3 Has been successfully deployed by any CLEC 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, the burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

- 18.5 If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the CLEC and give them a reasonable opportunity to correct the problem. CLEC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and the CLEC are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the CLEC's technology is the cause of the interference, 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.
- 18.6 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 18.7 When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable, the degraded service shall not prevail against the newly deployed technology.
- 18.8 If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

19 FORECAST

- 19.1 CLEC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for analog Loops (including Subloops), digital Loops (including Subloops), and HFPL. 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 CLEC 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 specific forecast information be disclosed

to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.

- 19.2 Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.
- 19.3 Each Party shall provide a specified point of contact for planning purposes.

20 INDEMNIFICATION

- 20.1 Each Party, 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.
- 20.2 For any technology, CLEC 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 CLEC violates this provision, provided that such termination of service will be limited to CLEC'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, CLEC demonstrates that their use of the network element is not the cause of the network harm.

ATTACHMENT III

PART M – CALL RELATED DATABASES

21 CALL-RELATED DATABASES

- 21.1 Sprint will offer 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. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment.
- 21.2 Line Information Database (LIDB)
- 21.2.1 The LIDB is a transaction-oriented database that contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries in conjunction with unbundled local switching and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers to determine if the end user associated with the number has requested deny Collect or deny Third Number Billing call restrictions or whether a telephone line number based non-proprietary calling card has a valid Personal Identification Number (PIN).
- 21.2.2 Technical Requirements
- 21.2.2.1 Prior to the availability of Local Number Portability, Sprint shall enable CLEC 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 CLEC.
- 21.2.2.2 Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with CLEC, shall enable CLEC 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.
- 21.2.2.3 Sprint shall perform the following LIDB functions for CLEC'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.
- 21.2.2.4 Sprint shall process CLEC's subscribers' records into LIDB at Parity with Sprint subscriber records. With respect to other LIDB functions Sprint shall indicate to CLEC what additional functions (if any) are performed by LIDB in their network.

- 21.2.2.5 Sprint shall perform backup and recovery of all of CLEC'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.
- 21.2.3 Compensation and Billing
 - 21.2.3.1 Access by CLEC to LIDB information in Sprint's LIDB Database - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
 - 21.2.3.2 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.
- 21.2.4 Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by CLEC and CLEC's customers is limited to obtaining LIDB responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a LIDB response. CLEC will prohibit in its tariff or contracts with its customers or other third parties the capture, caching or storage of LIDB response information and passing of any information obtained from a LIDB query response on to any third party.
- 21.3 Calling Name Database (CNAM)
 - 21.3.1 The CNAM database is a transaction-oriented database accessible via the CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements 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'.
 - 21.3.2 Technical Requirements
 - 21.3.2.1 Storage of CLEC Caller Names in the Sprint CNAM Database is available under the terms of a separate contract.
 - 21.3.2.2 Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to CNAM Service Queries.
 - 21.3.3 Compensation and Billing
 - 21.3.3.1 Access by CLEC to CNAM information in Sprint's CNAM Database - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
 - 21.3.3.2 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.

21.3.4 Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a CNAM response. CLEC agrees to prohibit via its tariff or contracts with its customers or other third parties the capture, caching or storage of CNAM response information and the passing or resale of any information obtained from a CNAM query response on to any third party.

21.4 Toll Free Number Database

21.4.1 The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. 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:

21.4.1.1 Technical Requirements

21.4.1.1.1 The Toll Free Number Database shall return IXC 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.

21.4.2 Compensation and Billing

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

21.4.3 Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by CLEC 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.

21.5 Local Number Portability Local Routing Query Service

21.5.1 TCAP messages originated by CLEC'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 CLEC 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:

21.5.1.1 Technical Requirements

21.5.1.1.1 CLEC agrees to obtain, prior to the initiation of any query or other service under this Agreement, a NPAC/SMS User Agreement with Lockheed. CLEC will maintain the NPAC/SMS User Agreement with 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.

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

21.5.2 Compensation and Billing

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

21.5.2.2 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 CLEC 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 CLEC or the NPAC for any of these fees or charges

applicable to CLEC, even though it may pay such charges for other Sprint companies.

**Attachment IV
Table 1**

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: FLORIDA		06/16/04	
MRC	NRC	DESCRIPTION	MRC	NRC	
		RESALE DISCOUNTS			
		Other than Operator / DA	19.40%		
		Op Assist / DA	12.10%		
		USAGE FILE CHARGES	MRC	NRC	
UF01		Message Provisioning, per message	\$0.00307		
UF02		Data Transmission, per message	\$0.00000		
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)			\$18.00
		OTHER CHARGES	MRC	NRC	
	UP026	Temporary Suspension of Service for Resale - SUSPEND			\$0.00
	UP027	Temporary Suspension of Service for Resale - RESTORE			\$21.00
	UP028	PIC Change Charge, per change			\$5.00
	DA030	Operator Assistance / Directory Assistance Branding			ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	MRC	NRC	
	OC015	Tag and Label on a new install loop or resale			\$4.72
	OC013	Tag and Label on a reinstall loop or an existing loop or resale			\$9.44
	OC014	Tag and Label on an add'l loop or resale on the same order at the same location			\$3.78
		TRIP CHARGE	MRC	NRC	
	OC003	Trip Charge			\$18.88
		RATE ELEMENT	MRC	NRC	
		SERVICE ORDER / INSTALLATION / REPAIR			
	SO001	Manual Service Order			\$28.10
	SO002	Manual Service Order - Listing Only			\$14.81
	SO003	Manual Service Order - Change Only			\$13.76
	SO004	Electronic Service Order			\$3.82
	SO005	Electronic Service Order - Listing Only			\$0.42
	SO006	Electronic Service Order - Change Only			\$1.66
	OC008	2-Wire Loop Cooperative Testing			\$46.71
	OC009	4-Wire Loop Cooperative Testing			\$66.99
	OC010	Trouble Isolation Charge			\$48.47
	OC016	Change Telephone Number, per change			\$14.66
	OC017	LNP Coordinated Conversion - Lines 1-10			\$47.33
	OC018	LNP Coordinated Conversion - each additional line			\$4.24
	OC023	LNP Conversion - 10-Digit Trigger			\$0.00
		Special Access to UNE Conversion (including EEL)			
	OC021	Access to UNE Conversion - DS1, per line			\$76.71
	OC022	Access to UNE Conversion - DS3, per line			ICB
		UNBUNDLED NETWORK ELEMENTS (UNE)			
		NID	MRC	NRC	
OC019	OC005	2-Wire	\$0.82		\$8.50
OC020	OC006	4-Wire	\$1.64		\$16.99
		Other NID Sizes	ICB		ICB
		PRE-ORDER LOOP QUALIFICATION	MRC	NRC	
	PQ001	Loop Make-Up Information			\$5.90
		LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC	
		2-Wire Analog			
AA013		Band 1	\$11.64		
AA014		Band 2	\$18.45		
AA015		Band 3	\$25.51		
AA016		Band 4	\$46.22		
	AA002	First Line			\$111.24
	AA003	Second Line and Each Additional Line (same time)			\$52.73
	AA004	Re-install (Cut Thru and Dedicated/Vacant)			\$65.81
	AA005	Disconnect			\$31.75
		4-Wire Analog			
AA017		Band 1	\$22.50		
AA018		Band 2	\$35.64		
AA019		Band 3	\$49.24		

**Attachment IV
Table 1**

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: FLORIDA		06/16/04	
MRC	NRC	DESCRIPTION		MRC	NRC
AA020		Band 4		\$89.18	
	AA008	First Line			\$144.33
	AA009	Second Line and Each Additional Line (same time)			\$85.82
	AA010	Re-install (Cut Thru and Dedicated/Vacant)			\$81.70
	AA011	Disconnect			\$36.47
		2-Wire xDSL - Capable Loop			
AA013		Band 1		\$11.64	
AA014		Band 2		\$18.45	
AA015		Band 3		\$25.51	
AA016		Band 4		\$46.22	
	DX009	First Line			\$106.81
	DX002	Second Line and Each Additional Line (same time)			\$48.30
	DX003	Re-install (Cut Thru and Dedicated/Vacant)			\$63.55
	DD004	Disconnect			\$31.75
		4-Wire xDSL - Capable Loop			
DX010		Band 1		\$22.43	
DX011		Band 2		\$35.53	
DX012		Band 3		\$49.08	
DX013		Band 4		\$88.89	
	DX014	First Line			\$138.23
	DX015	Second Line and Each Additional Line (same time)			\$79.72
	DX016	Re-install (Cut Thru and Dedicated/Vacant)			\$78.59
	DX017	Disconnect			\$36.47
		2-Wire Digital Loop			
AA013		Band 1		\$11.64	
AA014		Band 2		\$18.45	
AA015		Band 3		\$25.51	
AA016		Band 4		\$46.22	
	DD002	First Line			\$169.14
	DD003	Second Line and Each Additional Line (same time)			\$108.10
	DD004	Disconnect			\$31.75
		2-Wire ISDN-BRI Digital Loop			
DD013		Band 1		\$19.92	
DD014		Band 2		\$31.95	
DD015		Band 3		\$44.41	
DD016		Band 4		\$80.98	
	DD002	First Line			\$169.14
	DD003	Second Line and Each Additional Line (same time)			\$108.10
	DD004	Disconnect			\$31.75
		4-Wire Digital Loop (no electronics)			
DD017		Band 1		\$22.50	
DD018		Band 2		\$35.64	
DD019		Band 3		\$49.24	
DD020		Band 4		\$89.18	
	DD006	First Line			\$240.90
	DD007	Second Line and Each Additional Line (same time)			\$179.85
	DD008	Disconnect			\$36.47
		Digital 56K/64k Loop			
DD021		Band 1		\$19.82	
DD022		Band 2		\$31.79	
DD023		Band 3		\$44.18	
DD024		Band 4		\$80.57	
	DD002	First Line			\$169.14
	DD003	Second Line and Each Additional Line (same time)			\$108.10
	DD004	Disconnect			\$31.75
		DS1 Service and PRI			
DD025		Band 1		\$88.54	
DD026		Band 2		\$143.28	
DD027		Band 3		\$199.93	
DD028		Band 4		\$366.34	
	DD010	First Line			\$325.88
	DD011	Second Line and Each Additional Line (same time)			\$177.61
	DD008	Disconnect			\$36.47
HC002	HC001	UNE DS3 - Add DS3 to existing fiber system		\$1,286.78	\$109.19

**Attachment IV
Table 1**

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: FLORIDA		06/16/04	
MRC	NRC	DESCRIPTION	MRC	NRC	
	HC003	Disconnect DS3		\$30.99	
LINE SHARING			MRC	NRC	
		Additional charges associated with Line Sharing, including collocation cabling and splitter shelf rates, are found on the CLEC's Collocation Price Sheet.			
LL009		Line Sharing (Year 1 - 10/02/03 through 10/01/04) 25% of Band 1 rate	\$2.91		
LL010		Line Sharing (Year 2 - 10/02/04 through 10/01/05) 50% of Band 1 rate	\$5.82		
LL011		Line Sharing (Year 3 - 10/02/05 through 10/01/06) 75% of Band 1 rate	\$8.73		
AA013		Line Sharing Thereafter - 100% of Band 1 rate for 2-wire xDSL loop	\$11.64		
LL004		Line Sharing - 3 Jumper Configuration		\$47.04	
LL005		Line Sharing - 4 Jumper Configuration		\$57.66	
LL006		Convert UNE Digital Loop to Line Share Not Coordinat		\$31.42	
LL007		Convert UNE Loop to Line Share Coordinated during normal hours		\$42.80	
LL008		Convert UNE Digital Loop to Line Share-Coordinated after normal hours.		\$56.08	
LL001		CO Interconnection Cost, First Jumper		\$27.56	
LL002		CO Interconnection Cost, Additional Jumper		\$10.62	
LL003		CO Interconnection Cost, Remove Jumper		\$8.85	
LOOP CONDITIONING			MRC	NRC	
LC001		Load Coil Removal for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.00	
LC002		Conditioning Engineering Charge - per loop		\$39.11	
LC003		Conditioning Trip Charge - per loop		\$16.41	
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.			
		Load Coil Removal: Loops 18kft or longer			
LC004		Unload cable pair, per Underground location		\$445.21	
LC005		Unload Add'l cable pair, UG same time, same location and cable		\$3.43	
LC006		Unload cable pair, per Aerial or Buried Location		\$7.80	
LC007		Unload Add'l cable pair, AE or BU, same time, location and cable		\$1.80	
		Bridge Tap or Repeater Removal - Any Loop Length			
LC012		Remove Bridged Tap or Repeater, per Underground Location		\$442.28	
LC013		Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$0.50	
LC014		Remove Bridged Tap or Repeater, per Aerial or Buried Location		\$6.43	
LC015		Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$0.44	
SUB LOOPS (RATES INCLUDE NID CHARGE)			MRC	NRC	
		Sub-Loops Interconnection (Stub Cable)		ICB	
		2 Wire Voice Grade and Digital Data Distribution			
SB002		Band 1	\$4.97		
SB003		Band 2	\$7.58		
SB004		Band 3	\$10.28		
SB005		Band 4	\$18.22		
SB010		First Line		\$119.15	
SB011		Second Line and Each Additional Line (same time)		\$40.65	
SB012		Disconnect		\$51.98	
		4 Wire Voice Grade and Digital Data Distribution			
SB006		Band 1	\$9.58		
SB007		Band 2	\$14.59		
SB008		Band 3	\$19.77		
SB009		Band 4	\$34.98		
SB013		First Line		\$164.56	
SB014		Second Line and Each Additional Line (same time)		\$65.20	
SB015		Disconnect		\$63.31	
UNBUNDLED DARK FIBER			MRC	NRC	
DF007		Dark Fiber Application -per quote		\$270.47	
		Note: These elements are calculated and billed manually using one price per USOC and COS. Details provided by the DFA form returned to the customer.			
		Loop Components			

**Attachment IV
Table 1**

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY: FLORIDA		06/16/04	
MRC	NRC	DESCRIPTION	MRC	NRC	
DF010		Full Loop, per fiber - Statewide Average	\$283.32		
		Additional Charges Applicable to Loop			
DF011		Fiber Patch Cord, per fiber	\$0.82		
DF012		Fiber Patch Panel, per fiber	\$0.79		
DF001		Initial Patch Cord Installation/Disconnect, Field Locator			\$22.92
DF002		Add'l Patch Cord Installation/Disconnect, Field Loc., Same Time/Location			\$7.64
DF003		Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect			\$193.55
OC011		Dark Fiber End-to-End Testing, Initial Stranc			\$53.48
OC012		Dark Fiber End-to-End Testing, Subsequent Stranc			\$15.28
DF008		Special Construction for Fiber Pigtail			ICB
		EEL COMBINATIONS	MRC	NRC	
		Enhanced Extended Link (EEL) is a combination of Loop, Special Access Transport and Special Access Multiplexing. Refer to the UNE Loop section in this document to obtain pricing for the Loop portion of an EEL.			
		See Rate Element/Service Order/Installation/Repair Center section of this price sheet for EEL Migration and Conversion Charges.			
		RECIPROCAL COMPENSATION	MRC	NRC	
RC001		End Office per MOU	\$0.002221		N/A
RC002		Tandem Switching per MOU	\$0.002053		N/A
RC003		Shared Transport per MOU	\$0.000814		N/A
		FCC Ordered Information Access Traffic Termination Rates (per MOU) = \$0.0007			
		TRANSIT TRAFFIC	MRC	NRC	
RC002		Tandem Switching per MOU	\$0.002053		N/A
RC003		Shared Transport per MOU	\$0.000814		N/A
		COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7	MRC	NRC	
TT027	TT016	STP Port	\$252.47		\$281.69
TT028		STP Switching	\$0.33		N/A
	TT017	STP Transport Link 56.0 Kbps SS7 Link per month	Refer to Tariff		\$184.79
	TT010	SS7 Originating Point Code (OPC)			\$29.94
	TT011	SS7 GlobalTitle Address Translation (GTT)			\$14.97
		DATABASE, available via contract or tariff	MRC	NRC	
DB001		Local Number Portability query (LNP) - Contractec	\$0.00030		
DB002		Toll Free Code query (TFC) - Simple - Contractec	\$0.00200		
DB003		Toll Free Code query (TFC) - Complex Additive - Contractec	\$0.00020		
DB004		Line Information Database query (LIDB) -Per Interstate Tariff	\$0.03660		
DB005		Line Information Database query transport (LIDB) -Per Interstate Tariff	\$0.01600		
DB006		Calling Name Database Access Service query (CNAM) - Contracted, MTM	\$0.01450		
DB009		Calling Name Database Access Service query (CNAM) - Contracted, 3 year term	\$0.00800		
DB010		Calling Name Database Access Service query (CNAM) - Contracted, 3 + year term	\$0.00550		
		OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only & UNE-P)	MRC	NRC	
	DA002	DA Database Listing & Update per listing or update	Refer to Tariff		
	DA003	DA Data Base Query Service per query	Refer to Tariff		
	DA004	Local Directory Services - white page listings	Refer to Tariff		
	DA005	Toll and Local Assistance Service (Live)	\$0.414		
	DA006	Directory Assistance Operator Service (Live)	\$0.353		
		Customized Routing			
	LS008	Switch Analysis			ICB
	LS009	Host Switch Translations			ICB
	LS010	Remote Switch Translations			ICB
		911 and E911 Database Access	MRC	NRC	
DB011	DB007	911 Trunk 2 Wire Analog / DSO Equivalent Port	Refer to Dedicated Transport Table		\$151.80
		STREET INDEX GUIDE	MRC	NRC	
DB008		SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)			\$18.00

**Attachment IV
Table 1**

Loop Banding		
Exchange Name	CLLI	Band
Maitland	MTLDFLXADS1	1
Shalimar	SHLMFLXADS0	1
Tallahassee-Calhoun	TLHSFLXADS0	1
Tallahassee-FSU	TLHSFLXERS0	1
Altamonte Springs	ALSPFLXADS0	2
Boca Grande	BCGRFLXARS1	2
Bonita Sprints	BNSPFLXADS1	2
Buenaventura Lakes	KSSMFLXDRS0	2
Cape Coral	CPCRFLXADS0	2
Casselberry	CSLBFLXADS1	2
Cypress Lake-Regional Airport	CYLKFLXBRS0	2
Destin	DESTFLXADS0	2
Fort Myers	FTMYFLXCDS2	2
Fort Myers	FTMYFLXADS0	2
Fort Myers Beach	FTMBFLXARS0	2
Fort Walton Beac-Denton	FTWBFLXBDS0	2
Fort Walton Beach-Hollywood	FTWBFLXADS0	2
Fort Walton Beach-Mary Esther	FTWBFLXCRS0	2
Goldenrod	GLRDFLXADS0	2
Highlands	OCALFLXCRS0	2
Lady Lake	LDLKFLXARS0	2
Lake Brantley	LKBRFLXADS1	2
Naples	NPLSFLXDDS0	2
North Naples	NNPLFLXADS1	2
Orange City	ORCYFLXADS0	2
Tallahassee-Blairstone	TLHSFLXDDS0	2
Tallahassee-Willis	TLHSFLXBDS0	2
Valparaiso	VLPRFLXADS0	2
Valparaiso-Seminole	VLPRFLXBRS0	2
Windermere	WDRFLXARS0	2
Winter Garden	WNGRFLXADS0	2
Winter Park	WNPKFLXADS1	2
Apopka	APPKFLXADS1	3
Belleview	BLVWFLXADS0	3
Beverly Hills	BVHLFLXADS0	3
Chassahowitzka-Homosassa Spr	CHSWFLXARS0	3
Clermont	CLMTFLXADS0	3
Crestview	CRVWFLXADS0	3
Cypress Lake	CYLKFLXADS0	3
Fort Myers (East)	FTMYFLXABRS0	3
Golden Gate	GLGCFLXADS0	3
Kissimmee	KSSMFLXADS0	3
Kissimmee (West)	KSSMFLXBDS1	3
Leesburg	LSBGFLXADS0	3
Marco Island	MOISFLXADS1	3
Mount Dora	MTRFLXARS0	3
Naples (Southeast)	NPLSFLXCDS0	3
North Cape Coral	CPCRFLXBDS1	3
North Fort Myers	NFMYFLXADS0	3
North Fort Myers	NFMYFLXBRS0	3
Ocala	OCALFLXADS0	3
Ocala	OCALFLXBDS0	3
Orange City	ORCYFLXCRS0	3
Port Charlotte	PTCTFLXADS0	3
Reedy Creek	KSSMFLXCRS1	3
Sanibel-Captiva Islands	SNISFLXADS0	3
Silver Springs Shores	SVSSFLXARS0	3
Tallahassee-Mabry	TLHSFLXCDS0	3
Tallahassee-Perkins	TLHSFLXHDS0	3
Tallahassee-Thomasville	TLHSFLXFDS0	3
Tavares	TVRSFLXADS0	3
Alford	ALFRFLXARS0	4
Alva	ALVAFLXARS1	4
Arcadia	ARCDFLXADS0	4
Astor	ASTRFLXARS0	4
Avon Park	AVPKFLXADS0	4
Baker	BAKRFLXADS0	4

**Attachment IV
Table 1**

Loop Banding		
Exchange Name	CLLI	Band
Bonifay	BNFYFLXARS0	4
Bowling Green	BWLGFLXARS0	4
Bushnell	BSHNFLXADS0	4
Cape Haze	CPHZFLXADS0	4
Cherry Lake	CHLKFLXARS0	4
Clewiston	CLTNFLXARS0	4
Cotondale	CTDLFLXARS0	4
Crawfordville	CFVLFLXADS0	4
Crystal River	CRRVFLXADS0	4
Dade City	DDCYFLXADS1	4
DeFuniak Springs	DFSPFLXADS0	4
Eustil	ESTSFLXARS0	4
Everglades	EVRGFLXARS1	4
Forest	OCNFFLXARS0	4
Fort Meade	FTMDFLXARS0	4
Freeport	FRPTFLXARS0	4
Giendale	GLDLFLXARS0	4
Grand Ridge	GDRGFLXADS0	4
Greenville	GNVFLXARS0	4
Greenwood	GNWDFLXARS0	4
Groveland	GVLDFLXARS0	4
Homosassa Springs	HMSPFLXARS0	4
Howey-in-the-hills	HOWYFLXARS0	4
Immokalee	IMKLFLXARS0	4
Inverness	INVRFLXADS1	4
Kenansville	KNVFLXARS0	4
Kingsley Lake	KGLKFLXARS0	4
LaBelle	LBLLFLXADS0	4
Lake Helen - Orange City	LKHLFLXARS0	4
Lake Placid	LKPCFLXARS0	4
Lawtey	LWTFYFLXARS0	4
Lee	LEE FLXARS0	4
Lehigh Acres	LHACFLXADS0	4
Madison	MDSNFLXADS0	4
Malone	MALNFLXARS0	4
Marianna	MRNNFLXADS0	4
Monticello	MNTIFLXADS0	4
Montverde	MTVRFLXARS0	4
Moore Haven	MRHNFLXARS0	4
Ocklawaha	OKLWFLXADS0	4
Okeechobee	OKCBFLXADS1	4
Panacea	PANCFLXARS0	4
Pine Island	PNISFLXADS0	4
Ponce de Leon	PNLNFLXARS0	4
Punta Gorda	PNGRFLXADS1	4
Reynolds Hill	RYHLFLXARS0	4
Salt Springs	SSPRFLXARS0	4
San Antonio	SNANFLXARS0	4
Santa Rosa Beach	SNRSFLXARS0	4
Sagegrove Beach	SGBHFLXARS0	4
Sebring	SBNGFLXADS1	4
Silver Springs - Ocala	SVSPFLXARS0	4
Sneads	SNDSFLXARS0	4
Sopchoppy	SPCPFLXARL0	4
Spring Lake	SLHLFLXARS0	4
St. Cloud	STCDFLXARS0	4
St. Marks	STMKFLXARS0	4
Starke	STRKFLXADS0	4
Tallahassee-Woodville	TLHSFLXGRS0	4
Trilacoochee	TLCHFLXARS0	4
Umatilla	UMTLFLXARS0	4
Wauchula	WCHLFLXADS0	4
Westwood	WSTVFLXARS0	4
Wildwood	WLWDFLXARS0	4
Williston	WLSTFLXARS0	4
Zolfo Springs	ZLSPFLXARS0	4

**Attachment IV
Table 1**

Collocation

Rate Element Description	Non-Recurring Rate	Monthly Recurring Rate
Physical Collocation Elements		
Application Fees		
New Collocation – Physical Application Fee	\$3,548.35	N/A
Augment Fee	\$1,016.12	N/A
Space Report (per wire center)	\$845.49	N/A
Security Cage		
Security Cage Construction (per 100 Square Foot Enclosure)	\$9,473.59	N/A
Security Cage Construction (per 200 Square Foot Enclosure)	\$13,263.53	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	\$6.19
Roof Space (per Square Foot)	N/A	\$6.19
Transmitter/Receiver Space (per Square Foot)	N/A	\$6.19
DC Power		
Power Costs (per Fuse Ampere)	N/A	\$11.41
Power Costs (per Power Lead, per Foot)	\$25.66	N/A
Cabling		
Internal Cable (per Linear Foot)	N/A	\$0.14
Internal Conduit (per Linear Foot)	N/A	\$0.48
Conduit Space (per Linear Foot)	N/A	\$0.37
Conduit Space - Vault (per Foot of 9 Conduit Vault)	N/A	\$1.16
Riser Space (per Foot)	N/A	\$4.45
Diverse Riser Space (per Foot)	N/A	\$4.45
Cross Connect Facilities		
Switchboard Cable (per 100 Pair with connecting block)	N/A	\$36.59
DS0 Cross Connect (per single DS0 connection)	N/A	\$0.94
DS1 Cross Connect (per single DS1 connection)	N/A	\$2.93
DS3 Cross Connect (per single DS3 connection)	N/A	\$25.85
Optical Cross-Connect (per 4-Fiber Cable)	N/A	ICB
Labor Charges		
Installation, Maintenance and/or Cable Pull & Splice - Basic First Half-hour	\$40.00	N/A
Installation, Maintenance and/or Cable Pull & Splice - Basic Additional Half-hour	\$35.00	N/A
Installation, Maintenance and/or Cable Pull & Splice - Overtime First Half-hour	\$45.00	N/A
Installation, Maintenance and/or Cable Pull & Splice - Overtime Additional Half-hour	\$40.00	N/A
Installation, Maintenance and/or Cable Pull & Splice - Premium First Half-hour	\$50.00	N/A
Installation, Maintenance and/or Cable Pull & Splice – Premium Additional Half-hour	\$45.00	N/A
Virtual Collocation Elements		
Application Fees		
New Collocation – Virtual Application Fee	\$2,520.00	N/A
Augment Fee	\$1,016.12	N/A
Space Report (per wire center)	\$845.49	N/A

**Attachment IV
Table 1**

Floor Space		
Floor Space (per Square Foot)	N/A	ICB
Rack Space (per Square Foot)	N/A	ICB
DC Power		
Power Costs (per Fuse Ampere)	N/A	ICB
Power Costs (per Power Lead, per Foot)	ICB	N/A
Cabling		
Internal Cable (per Linear Foot)	N/A	\$0.19
Internal Conduit (per Linear Foot)	N/A	\$0.53
Cross Connect Facilities		
Switchboard Cable (per 100 Pair with connecting block)	N/A	\$36.59
DS0 Cross Connect (per single DS0 connection)	N/A	\$1.30
DS1 Cross Connect (per single DS1 connection)	N/A	\$4.45
DS3 Cross Connect (per single DS3 connection)	N/A	\$53.55
Optical Cross-Connect (per 4-Fiber Cable)	N/A	ICB
Labor Charges (Physical or Virtual)		
Installation and/or Maintenance - Basic First Half-hour	\$40.00	N/A
Installation and/or Maintenance - Basic Additional Half-hour	\$35.00	N/A
Installation and/or Maintenance - Overtime First Half-hour	\$45.00	N/A
Installation and/or Maintenance - Overtime Additional Half-hour	\$40.00	N/A
Installation and/or Maintenance - Premium First Half-hour	\$50.00	N/A
Installation and/or Maintenance - Premium Additional Half-hour	\$45.00	N/A
Adjacent Onsite Collocation		
	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB
Remote Terminal Collocation		
	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB