MASTER INTERCONNECTION AND RESALE AGREEMENT FOR THE STATE OF NEBRASKA

September 30, 2001

Premiere Network Services

and

United Telephone Company of the West d/b/a Sprint

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this 30th day of September, 2001, is entered into by and between Premiere Network Services, Inc. ("CLEC"), a Texas corporation, and United Telephone Company of the West d/b/a Sprint ("Sprint"), a Delaware corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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

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

WHEREAS, CLEC wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements"), and to use such services for itself or for the provision of its Telecommunications Services to others, and Sprint is willing to provide such services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Nebraska Public Service Commission (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Nebraska.

Now, therefore, in consideration of the terms and conditions contained herein, CLEC and Sprint hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

1.1. Capitalized terms defined in this Article shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.

1.4. "Act" means the Communications Act of 1934, as amended.

1.5. "Affiliate" is as defined in the Act.

1.6. "Automated Message Accounting (AMA)" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

1.7. "Automatic Location Identification (ALI)" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.

1.8. "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

1.9. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.

1.10. "Automatic Route Selection (ARS)" is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

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

1.12. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.

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

1.14. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-0011869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.

1.15. "Common Channel Signaling (CCS)" is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

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

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

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

1.16.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.

1.17. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

1.18. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

1.19. "Commission" means the Nebraska Public Service Commission.

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

the Tandem.

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

1.22. "Control Office" is an exchange carrier center or office designated as the Party’s single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

1.23. “Custom Calling Features” means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.

1.24. “Customer Proprietary Network Information (CPNI)” is as defined in the Act.

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

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

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

1.28. “Directory Assistance Database” refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

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

1.30. “DSLAM” refers to a Digital Subscriber Line Access Multiplexer.

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

1.32. “Enhanced 911 Service (E911)” means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party’s telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

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

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

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

1.36. “Emergency Service Number (ESN)” is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.

1.37. “EMI” (Exchange Message Interface System) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions).”

1.38. “End Date” is the date this Agreement terminates as referenced in the opening paragraph.

1.39. “FCC” means the Federal Communications Commission.

1.40. “Grandfathered Service” means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.

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

1.42. “Incumbent Local Exchange Carrier (ILEC)” is as defined in the Act.

1.43. “Interexchange Carrier (IXC)” means a provider of interexchange telecommunications services.

1.44. “Interim Number Portability (INP)” is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier’s serving central office. Upon implementation of Local Number Portability, defined herein, INP services will be discontinued.

1.45. “Line Information Data Base (LIDB)” means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and

billed-to-third services.

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

1.47. "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.48. "Local Service Request (LSR)" means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.

1.49. "Local Traffic," for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic.

1.50. "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.

1.51. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

1.52. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

1.53. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

1.54. "Network Element" as defined in the Act.

1.55. "Numbering Plan Area (NPA)" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.56. "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.

1.57. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)

1.58. "Operator Systems" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.

1.59. "Operator Services" provides for:

1.59.1. operator handling for call completion (e.g., collect calls);

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

1.59.3. special services (e.g., BLV/BLI, Emergency Agency Call).

1.60. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains

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

1.61. "P.01 Transmission Grade Of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

1.62. "Parties" means, jointly, United Telephone Company of the West d/b/a Sprint and Premiere Network Services, Inc., and no other entity, affiliate, subsidiary or assign.

1.63. "Party" means either United Telephone Company of the West d/b/a Sprint or Premiere Network Services, Inc., and no other entity, affiliate, subsidiary or assign.

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

1.65. "Point Of Interconnection (POI)" is a mutually agreed upon point of demarcation where the networks of Sprint and CLEC interconnect for the exchange of traffic.

1.66. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:

1.66.1. Composition of the loop material, i.e. fiber optics, copper;

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

1.66.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;

1.66.2.2. Feeder/distribution interfaces;

1.66.2.3. Bridge taps;

1.66.2.4. Load coils;

1.66.2.5. Pair gain devices; or

1.66.2.6. Disturbers in the same or adjacent binders.

1.66.3. Loop length which is an indication of the approximate loop length, based

on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;

1.66.4. Wire gauge or gauges; and

1.66.5. Electrical parameters.

1.67. "Proprietary Information" shall have the same meaning as Confidential Information.

1.68. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or CLEC for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

1.69. "Routing Point" means a location which Sprint or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may by any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

1.70. "Small Exchange Carrier Access Billing (SECAB)" means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

1.71. "Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.

1.72. "Signaling Transfer Point (STP)" means a signaling point that performs message

routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.

1.73. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.

1.74. "Street Index Guide (SIG)" is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.

1.75. "Switch" means a Central Office Switch as defined in this Part A.

1.76. "Synchronous Optical Network (SONET)" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).

1.77. "Tandem Office Switches", "Tandem", and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

1.78. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

1.79. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

1.80. "Telecommunications" is as defined in the Act.

1.81. "Telecommunications Carrier" is as defined in the Act.

1.82. "Telecommunication Services" is as defined in the Act.

1.83. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or CLEC, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.

1.84. "Transit Traffic" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.

1.85. "Wholesale Service" means Telecommunication Services that Sprint provides at

retail to subscribers who are not telecommunications carriers as set forth in 47 USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.

1.86. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

1.87. "xDSL" refers to a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

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

2.2. Sprint may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder after providing CLEC reasonable notice as required by law. Sprint agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

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

3. REGULATORY APPROVALS

3.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

3.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing

written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

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

3.3.1. On April 27, 2001, the Federal Communications Commission (FCC) released *Order on Remand and Report and Order*, FCC 01-131, CC Docket No. 96-98, adopted April 18, 2001, relating to intercarrier compensation for telecommunications traffic delivered to Internet service providers. The FCC's decision modifies FCC rules 47 CFR §§ 51.701(b)(1)-(2), 51.701(a), 51.701(c)-(e), 51.703, 51.705, 51.707, 51.709, 51.711, 51.713, 51.715 and 51.717. The FCC *Order on Remand and Report and Order* is/will be effective 30 days after publication in the Federal Register, except 251(i) rights as set forth in paragraph 82 of the Order, will be effective upon publication in the Federal Register. The FCC *Order on Remand and Report and Order* affects certain provisions of this Agreement, including some of the rates contained in this Agreement.

3.3.2. Pursuant to paragraphs 3.2 and 3.3 of this Agreement, either Party may require that the affected provisions of this Agreement be renegotiated in good faith and amended to reflect the *Order on Remand and Report and Order*, such changes to be effective as of the effective date of the *Order on Remand and Report and Order*.

4. TERM AND TERMINATION

4.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if CLEC has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties, provided CLEC has established a customer account with Sprint and has completed the Implementation Plan described in Article 32 hereof.

4.2. Except as provided herein, Sprint and CLEC agree to provide service to each other on the terms of this Agreement for a period from the Effective Date through and including September 29, 2003 (the “End Date”).

4.3. In the event of either Party’s material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof.

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

4.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice.

5. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

5.1. In the event that this Agreement expires under §4.2, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §4.3, or for termination upon sale under §4.5, Interconnection services that had been available under this Agreement and exist as of the End Date may continue uninterrupted after the End Date at the written request of either Party only under the terms of:

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

5.1.2. such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of expiration; or

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

5.2. In the event that this Agreement expires under §4.2, and at the time of expiration, the Parties are actually in arbitration or mediation before the appropriate Commission or FCC under §252 of the Act, then at the request of either Party, the Parties shall provide each other Interconnection services after the End Date under the same terms as the expired Agreement. Service under these terms will continue in effect only until the earlier to occur of (i) one year from the End Date, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration request.

6. CHARGES AND PAYMENT

6.1. In consideration of the services provided by Sprint under this Agreement, CLEC shall pay the charges set forth in Part C subject to the provisions of §§ 3.2 and 3.3 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part J.

6.2. In addition to any other applicable charges under this Article 6 and Part C, if

CLEC purchases unbundled Local Switching elements, CLEC shall pay Sprint for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate carrier common line and interconnection charges as outlined on Part C hereto and any explicit intrastate universal service mechanism based on access charges.

6.3. Subject to the terms of this Agreement, the Parties shall pay invoices by the due date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under § 6.5. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

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

6.5. Sprint will assess late payment charges to CLEC equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law for commercial transactions, of the balance due, until the amount due is paid in full.

6.6. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with Article 39.

7. AUDITS AND EXAMINATIONS

7.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement billed amounts. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.

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

conference rooms, telephones, copying machines).

7.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this § 7.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.

7.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with § 6.5 above.

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

7.6. This Article 7 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

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

8.2. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or any liability to, the other Party based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either party under this Agreement, constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other

proprietary or intellectual property right of any third party.

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

9. LIMITATION OF LIABILITY

9.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article 10 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

10. INDEMNIFICATION

10.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.

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

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

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

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

10.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has

not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

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

10.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for

10.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and

10.8.2. Consequential Damages (as defined in Article 9 above).

11. BRANDING

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

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

11.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.

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

11.5. This Article 11 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

12. REMEDIES

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

13. CONFIDENTIALITY AND PUBLICITY

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

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

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

13.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and

13.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

13.3. Recipient shall have no obligation to safeguard Confidential Information

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

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

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

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

13.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and

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

13.5. Each Party agrees that in the event of a breach of this Article 13 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

13.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This § 13.6 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

13.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party’s prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13.8. Except as otherwise expressly provided in this Article 13, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

14. DISCLAIMER OF WARRANTIES

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

15. ASSIGNMENT AND SUBCONTRACT

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

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

16. GOVERNING LAW

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

17. RELATIONSHIP OF PARTIES

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

18. NO THIRD PARTY BENEFICIARIES

18.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

19. NOTICES

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

If to Sprint:	Director Local Carrier Markets Sprint 6480 Sprint Parkway Mailstop KSOPHM0316-3B925 Overland Park, KS 66251	If to CLEC:	Jacquetta Peace Director - Legal & Regulatory/Special Projects Premiere Network Services, Inc. 1510 North Hampton Road - Suite 120 DeSoto, TX 75115
with a copy to:	Nebraska Public Service Commission	With a Copy to:	

19.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Article 19.

20. WAIVERS

20.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

20.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

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

21. SURVIVAL

21.1. Termination of this Agreement, or any part hereof, for any cause shall not release

either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 6, 7, 8, 9, 10, 13, 18, 20, and 23.

22. FORCE MAJEURE

22.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Article 22 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Article 4 hereof. in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

23. DISPUTE RESOLUTION

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

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

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

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

24. COOPERATION ON FRAUD

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

25. TAXES

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

26. AMENDMENTS AND MODIFICATIONS

26.1. No provision of this Agreement shall be deemed waived, amended or modified by

either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

27. SEVERABILITY

27.1. Subject to § 3.2, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

28. HEADINGS NOT CONTROLLING

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

29. ENTIRE AGREEMENT

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

30. COUNTERPARTS

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

31. SUCCESSORS AND ASSIGNS

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

32. IMPLEMENTATION PLAN

32.1. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Party shall designate, in writing, no more than four (4)

persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

32.2. The agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan") within one hundred-twenty (120) days of both Parties having designated members of the Implementation Team. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

32.2.1. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Part 3 and the trunk groups specified in Part 4 and, including standards and procedures for notification and discoveries of trunk disconnects;

32.2.2. disaster recovery and escalation provisions;

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

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

32.2.5. single points of contact for ordering, provisioning, billing, and maintenance;

32.2.6. service ordering and provisioning procedures, including provision of the trunks and facilities;

32.2.7. provisioning and maintenance support;

32.2.8. conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;

32.2.9. procedures and processes for Directories and Directory Listings;

32.2.10. billing processes and procedures;

32.2.11. network planning components including time intervals;

32.2.12. joint systems readiness and operational readiness plans;

32.2.13. appropriate testing of services, equipment, facilities and Network Elements;

32.2.14. monitoring of inter-company operational processes;

32.2.15. procedures for coordination of local PIC changes and processing;

32.2.16. physical and network security concerns;

32.2.17. Completion of CLEC Checklist and supporting documentation to establish a billing account; and

32.2.18. such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.

32.3. The Implementation Plan may be amended from time to time by the Implementation Team, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

33. FEDERAL JURISDICTIONAL AREAS

33.1. Article 1, §8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement.

PART C - GENERAL PRINCIPLES

34. USE OF FACILITIES.

34.1. In situations where the CLEC has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise, the following will apply:

34.1.1. Sprint shall notify the CLEC by phone through the designated CLEC contact and via fax that it has had a request for service at the premise location that is currently being served by the CLEC;

34.1.2. If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;

34.1.3. So long as Sprint follows the methods prescribed by the FCC for carrier change verification with the customer at the premises involved, Sprint shall be free to use the facilities in question upon the expiration of 24 hours following the initial phone notification from Sprint to CLEC and Sprint shall issue a disconnect order with respect to the CLEC service at that location.

35. PRICE SCHEDULE

35.1. All prices under this agreement are set forth in Table One of this Part C.

35.2. Subject to the provisions of Part B, Article 3 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

36. LOCAL SERVICE RESALE

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

37. INTERCONNECTION AND RECIPROCAL COMPENSATION

37.1. The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Part and shall be applied consistent with the provisions of Part F of this Agreement. Under this agreement, Sprint is only required to compensate CLEC for terminating Local Traffic.

37.2. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement.

37.3. INP is available in all Sprint service areas where LNP is not available. Once LNP is available, all INP arrangements will be converted to LNP. Where INP is available and a toll call is completed through Sprint's INP arrangement (e.g., remote call forwarding) to CLEC's subscriber, CLEC shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations. If a national standard billing method has not been developed for a CLEC to directly bill a carrier access for a toll call that has been completed using interim number portability, then the INP Rate specific to Access Settlements in this Part C will be used.

37.3.1. The ported party shall charge the porting party on a per line basis using the INP Rate specific to Access Settlements in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as subject to INP will be compensated as local interconnection as set forth in § 37.1.

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

37.4. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Sprint may request CLEC's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Sprint. Should the documentation indicate that the factor should be changed by Sprint, the Parties agree that any changes will only be retroactive to traffic for the previous 90 days. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. CLEC will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

37.4.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.

38. UNBUNDLED NETWORK ELEMENTS

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

39. SECURITY DEPOSIT

39.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint.

39.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.

39.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.

39.4. Such security deposit shall be two months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of $10,000.

39.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.

39.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

39.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:

39.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or

39.7.2. when CLEC files for protection under the bankruptcy laws; or

39.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or

39.7.4. when this Agreement expires or terminates.

39.8. Any security deposit may be held during the continuation of the service as security for the payment of any and all amounts accruing for the service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be

returned to CLEC when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

Table One

Nebraska Rates

RESALE DISCOUNTS:	
Other than Operator / DA	13.42%
Op Assist / DA	8.27%
USAGE FILE CHARGES:	
Message Provisioning, per message	$0.005
Data Transmission, per message	$0.002
Tape Charge, per tape	$50.00

RATE ELEMENT	SOURCE	RECURRING RATE	NRC
SERVICE ORDER / INSTALLATION / REPAIR			
Manual Service Order NRC			$22.54
Electronic Service Order via IRES			$3.06
Manual Service Order - Listing Only			$11.88
Electronic Service Order - Listing Only			$0.33
Manual Service Order - Change Only			$11.04
Electronic Service Order - Change Only			$1.33
Change Telephone Number - Per Change			$20.80
LNP Administrative Charge			$9.51
SS7 - Originating Point Code (OPC) Service			$18.60
SS7 - Global Title Address Translation (GTT)			$9.30
2-Wire Digital Data Loop Cooperative Testing			$29.34
4-Wire Digital Data Loop Cooperative Testing			$37.29
Central Office Interconnection Charge 2 Wire			$9.19
Central Office Interconnection Charge 4 Wire			$16.16
Trip Charge			$14.23
Outside Plant Interconnection (2-Wire)			$26.87
Outside Plant Interconnection (4-Wire)			$39.52
NID Installation Charge			$15.81
NID Connection - 2 Wire			$1.86
Testing 2 Wire			$1.61
Testing 4 Wire			$2.41
Loop Rework Charge (2-Wire)			$14.83
Loop Rework Charge (4-Wire)			$22.60
Trouble Isolation and Testing			$35.68
Temporary Suspensio of Service for Bus/Res			$17.50
Service Migration-migration of Resale service to or from UNE-P svc			$26.78

NID	SOURCE	RECURRING RATE	NRC
1 Line		$0.69	$15.81

2 Line		$1.00	$15.81
Smartjack		$12.85	$15.81
TAG AND LABEL LOOP	**SOURCE**	**RECURRING RATE**	**NRC**
Tag and Label on a new install loop			$3.95
Tag and Label on a reinstall loop or an existing loop			$7.90
Tag and Label on an addt'l loop on the same order at the same location			$3.16
LINE SHARING	**SOURCE**	**RECURRING RATE**	**NRC**
CLEC Provides Splitter In Own Collocation Space			
3-Jumper Configuration			
OSS Cost per Shared Line		$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (2 required)		$26.33 each	
Line Sharing - 3 Jumpers			$24.15
4-Jumper Configuration			
OSS Cost per Shared Line		$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (4 required)		$26.33 each	
Line Sharing - 4 Jumpers			$31.39
CLEC Provides Splitter in Common Area of Central Office			
3-Jumper Configuration			
Cost per 96-Line Splitter Shelf		$20.70	
OSS Cost per Shared Line		$0.83	
Cross Connects; 100 pr., MDF to Splitter Common Area (2 required)		$28.23 each	
Cross Connects; 100 pr., Splitter Common Area to Collocation Space (1 required)		$21.38 each	
Line Sharing - 3 Jumpers			$24.15
4-Jumper Configuration			
Cost per 96-Line Splitter Shelf		$20.70	
OSS Cost per Shared Line		$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (1 required)		$26.33 each	
Cross Connects; 100 pr., MDF to Splitter Common Area (3 required)		$28.23 each	
Line Sharing - 4 Jumpers			$31.39
Convert UNE Digital Loop to Line Share-Not Coordinated			$11.51
Convert UNE Digital Loop to Line Share-Coordinated during normal hours.			$20.85
Convert UNE Digital Loop to Line Share-Coordinated after normal hours.			$26.43
LOOP QUALIFICATION INFORMATION	**SOURCE**	**RECURRING RATE**	**NRC**
Loop Inquiry			$33.80
LOOP CONDITIONING PER LINE			

The following charges applies to all Digital UNE, Line Sharing, and xDSL capable loops that are less than 18,000 feet in length. Separate Engineering and Travel charges **DO NOT** apply as thes costs reflect 25 pair economies.			
All Digital UNE, Line Sharing and xDSL capable loops **less than** !8,000 feet in length: **Load Coil Removal**			$0.73
LINE CONDITIONING PER LOCATION	**SOURCE**	**RECURRING RATE**	**NRC**
The following charge applies to all loops that are 18,000 feet in length or longer that require load coil removal. These charges also apply to loops o any length that require Bridged Tap or Repeater removal. Single charges apply for multiple loops at the same location			
Engineering Charge - one per loop conditioned below			$31.59
Trip Charge - one per loop conditioned below			$14.23
Load Coil Removal; Loops Over 18K Feet			
Unload cable pair, UG, loop, per location			$135.87
Unload add'l cable pair, UG,same time, location & cable, loop			$2.72
Unload cable pair, AE, loop, per location			$17.11
Unload add'l cable pair, AE, same time, location & cable,loop			$1.99
Unload cable pair, BU, loop, per location			$17.11
Unload add'l cable pair, BU, same time, location & cable, loop			$1.99
Remove Bridged Tap			
Remove Bridged Tap, UG, per location			$133.84
Remove one (1) add'l Bridged Tap, UG, same time, location & cable			$0.69
Remove Bridged Tap, AE, per location			$15.74
Remove one (1) add'l Bridged Tap, AE, same time, location & cable			$0.61
Remove Bridged Tap, BU, per location			$15.74
Remove one (1) add'l Bridged Tap, BU, same time, location & cable			$0.61
Remove Repeaters			
Remove Repeater, UG, per location			$133.84
Remove add'l Repeater, UG, same time, location & cable			$0.69
Remove Repeater, AE, per location			$15.74
Remove add'l Repeater, AE, same time, location & cable			$0.61
Remove Repeater, BU, per location			$15.74
Remove add'l Repeater, BU, same time, location & cable			$0.61
LOOP	**SOURCE**	**RECURRING RATE**	**NRC**
Analog 2-wire			
Band 1		$23.36	
Band 2		$33.46	
Band 3		$84.49	
Loops - Analog 2-Wire NRC			

2-Wire New - First Line			$67.71
2-Wire New - Addt'l Line			$22.66
2-Wire Re-install (CT/DCOP/Migrate)			$14.83
Analog 4-wire			
Band 1		$39.01	
Band 2		$55.88	
Band 3		$141.10	
Loops - Analog 4-Wire NRC			
4-Wire New - First Line			$88.13
4-Wire New - Addt'l Line			$43.08
4-Wire Re-install (CT/DCOP/Migrate)			$22.60
DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI			
Band 1		$26.24	
Band 2		$36.34	
Band 3		$87.37	
DS0 4 Wire Digital Data Loop 56 or 64 kbps			
Band 1		$41.89	
Band 2		$58.76	
Band 3		$143.98	
DS1 4 Wire Digital Data DS1/T1/ISDN-PRI			
Band 1		$86.93	
Band 2		$109.91	
Band 3		$206.20	
DS3		$1,152.56	
Loops - Digital NRC			
2-Wire ISDN, BRI-IDSL Loop, First Line			
2-Wire ISDN, BRI-IDSL Loop, Addt'l Line			
56, 64 kbps Loop - First Line			$157.41
56, 64 kbps Loop - Addt'l Line			$113.15
DS1, ISDN-PRI Loop First Line			$179.46
DS1, IDSN-PRI Loop - Addt'l Line			$144.34
Loops - High-Capacity NRC			
Add DS3 to existing system			$85.48
Add OC3 to existing system			$85.48
Add OC12 to existing system			$85.48
DARK FIBER	**SOURCE**	**RECURRING RATE**	**NRC**
Interoffice, per foot per fiber			
Band 1		$0.0124	

Band 2		$0.0180	
Band 3		$0.0261	
Feeder, per fiber			
Band 1		$117.20	
Band 2		$180.10	
Band 3		$268.39	
Distribution Price per Fiber		$36.73	
Loops - Dark Fiber			
Dark Fiber Loop - Initial Patch Cord Installation, Field Location			$22.54
Dark Fiber Loop - Additional Patch Cord Installation, Field Loc./Same			$8.05
Dark Fiber Loop - CO Interconnection, 1-4 Patch Cords, per CO			$156.49
Dark Fiber Loop - Special Construction for Fiber Pigtail			ICB
Dark Fiber Transport, per CO			$156.49
Dark Fiber End-to-End Testing, Initial Strand			$53.12
Dark Fiber End-to-End Testing, Subsequent Strands			$16.10
Misc. Components - Dark Fiber			
Fiber Patch Cord		$0.71	
Fiber Patch Panel		$0.82	
SUB LOOPS	**SOURCE**	**RECURRING RATE**	**NRC**
Loops - Sub-Loops NRC			
Sub-Loop Interconnection (Stub Cable)			ICB
2-Wire First Line			$56.90
2-Wire Addt'l Line			$11.86
2-Wire Re-install			$26.87
4-Wire First Line			$69.55
4-Wire Addt'l Line			$18.97
4-Wire Re-install			$34.77
2-Wire Disconnect Charge			$18.97
4-Wire Disconnect Charge			$22.92
LOCAL SWITCHING	**SOURCE**	**RECURRING RATE**	**NRC**
Statewide UNE Port Rates			
Residential 1		$2.56	
Business 1		$2.56	
Key System		$2.56	
CENTREX		$2.56	
Pay Station		$2.56	
PBX (DS0)		$5.05	
PBS (DS1)		$109.47	
DID		$109.47	
BRI-ISDN		ICB	

PRI-ISDN		ICB	
DS3		ICB	
Intrastate CCL Orig*	Intrastate Access Tariff	Current tariff rate	
Intrastate CCL Term*		Current tariff rate	
RIC*		N/A	
Customized Routing			
Switch Analysis			$74.38
Host Switch Translations			$1,487.60
Remote Switch Translations			$1,115.70
Host TOPS Translations			$297.52
Remote TOPS Translations			$297.52
Operator Services Branding			
0+ Ten Digits			$3,648.29
411			$800.00
FEATURES	**SOURCE**	**RECURRING RATE**	**NRC**
CCF Package *		$0.48	$2.51
CLASS Package *		$9.92	$4.66
CENTREX Package *		$12.74	$31.61
- 3 Way Conf / Consult / Hold Transfer		$1.98	$18.49
- Conf Calling - 6 Way Station Control		$2.85	$26.21
- Dial Transfer to Tandem Tie Line		$0.11	$92.55
- Direct Connect		$0.02	$20.96
- Meet Me Conference		$20.04	$34.59
- Multi-Hunt Service		$0.07	$23.12
LNP COORDINATED CONVERSION RATES - Effective 9/4/01	**SOURCE**	**RECURRING RATE**	**NRC**
Per order with 1 - 10 lines			$50.41
Per each additional line over 10			$4.01
INTERIM NUMBER PORTABILITY	**SOURCE**	**RECURRING RATE**	**NRC**
RCF Residential		$0.16	ICB
RCF Business		$0.72	ICB
Call Path Residential		$0.03	ICB
Call Path Business		$0.12	ICB
INP RATES SPECIFIC TO ACCESS SETTLEMENTS	**SOURCE**	**RECURRING RATE**	**NRC**
Per Line		$13.21	
TANDEM SWITCHING	**SOURCE**	**RECURRING RATE**	**NRC**

		$0.003876	N/A
TRANSPORT	**SOURCE**	**RECURRING RATE**	**NRC**
DS 0		See attached transport worksheet	$149.74
DS 1		See attached transport worksheet	$138.47
DS 3		See attached transport worksheet	$149.74
Shared		$0.003963	N/A
911 Trunk 2-Wire Analog			$110.96
Interoffice Transmission - STP Ports			$247.78
Interoffice Transmission - STP Link (56 kbps)			$152.37
Multiplexing - DS1-DS0			$73.11
Multiplexing - DS3-DS1			$100.77
UNE COMBINATIONS	**SOURCE**	**RECURRING RATE**	**NRC**
UNE-P 2-Way Analog Loop-First line, switching, common transport			$67.71
UNE-P 2-Way Analog Loop-Addt'l line ordered same time for same location			$22.66
UNE-P 2-Way Analog Loop-Migrate Loop, switching, common transport			$14.83
Flatrate surrogate for usage sensitive port.		$12.96	
Local Number Portability surcharge		$0.48	
Enhanced Extended Link (EEL 1); DS0 Loop, 1/0 Mux, DS1 Transport			
DS0 LOOP:		See local loop UNE result	
DS1 Transport:		See DS1 transport UNE Results	
Channel Bank Shelf/Common (Per DS1):		$134.12	
Channel Bank Card (per DS0)		$4.26	
EEL 1 2-Wire Analog - First Line			$284.04
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered same time/loc.			$107.63
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered different times			$145.57
EEL 1 4-Wire Analog - First Line			$313.17
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered same time/loc.			$136.76
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered different times			$174.70
EEL 1 2-Wire Digital Loop, First Line			$330.96
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered same time/loc.			$155.34
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered different times			$192.49

EEL 1 4-Wire 56, 64 kbps Digital Loop - First Line			$386.03
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered same			$210.41
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered different			$247.55
Enhanced Extended Link (EEL 2); DS1 Loop, DS1 Transport			
DS1 Loop:		See DS1 loop UNE results	
DS1 Transport:		See DS1 transport UNE results	
EEL 2 - DS1 Loop, DS1 Interoffice Transport			$337.86
Enhanced Extended Link (EEL 3); DS1 Loop, 3/1 Mux, DS3 Transport			
DS1Loop:		See DS1 loop UNE results	
DS3 Transport:		See DS3 transport UNE results	
3/1 Mux (Per DS3):		$186.15	
EEL 3 - DS1 Loop - First DS1, DS1/3 Multiplexing, DS3 Interoffice Transport			$449.90
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order same			$262.25
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order different			$300.15
EEL 3 - DS1 Loop - Migrate DS1 to CLEC DS3			$81.46
Enhanced Extended Link (EEL 4); DS3 Loop, DS3 Transport			
DS1 Loop:		See DS3 loop UNE results	
DS1 Transport:		See DS3 transport UNE results	
EEL 4 - DS3 Loop, DS3 Interoffice Transport			ICB
EEL 4 - DS3 Loop, DS3 Transport - Migrate			ICB
RECIPROCAL COMPENSATION	**SOURCE**	**RECURRING RATE**	**NRC**
End Office **(Non Information Access Traffic Only)**		$0.006488	N/A
Tandem Switching **(Non Information Access Traffic Only)**		$0.003876	N/A
Information Access Traffic		Bill and Keep	
Transport			
DS 1		Rate varies	$78.24
DS 3		Rate varies	$85.48
Common **(Non Information Access Traffic Only)**		$0.003963	N/A
Information Access Traffic		Bill and Keep	
INTERCONNECTION	**SOURCE**	**RECURRING RATE**	**NRC**
These rates apply when collocation is involved. For collocation rates, see the appropriate tariff.			
DS0 Elec X-Conn (DS0 UNECC)		0.89	N/A
DS1 Elec X-Conn (DS1 UNECC)		2.87	N/A
DS3 Elec X-Conn (DS3 UNECC)		25.26	N/A

DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.		1.44	N/A
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE	**SOURCE**	**RECURRING RATE**	**NRC**
STP Port	TELRIC COST STUDY		
STP Switching	TELRIC COST STUDY	$1.6762	
56.0 Kbps Channel Termination	Interstate Access Tariff		
56.0 Kbps SS7 Link - Fixed	Interstate Access Tariff		
56.0 Kbps SS7 Link - Per Mile	Interstate Access Tariff		
1.544 MPBS Channel Termination	Interstate Access Tariff		
1.544 MBPS SS7 Link - Fixed	Interstate Access Tariff		
1.544 MBPS SS7 Link - Per Mile	Interstate Access Tariff		
Multiplexing DS1 to DS0	TELRIC COST STUDY		
LINE INFORMATION DATABASE	**SOURCE**	**RECURRING RATE**	**NRC**
LIDB Administration Service (effective 5/11/98, no longer offering)	TELRIC COST STUDY	N/A	N/A
LIDB Database Transport per query	Interstate Access Tariff	$0.00062	N/A
LIDB Database per query	Interstate Access Tariff	$0.00255	N/A
Toll Free Code Access Service query	Interstate Access Tariff	$0.00145	N/A
Toll Free Code Optional Service query	Interstate Access Tariff	$0.02168	N/A
DIRECTORY ASSISTANCE SERVICES	**SOURCE**	**RECURRING RATE**	**NRC**
DA Database Listing & Update per listing/update	TELRIC COST STUDY	$0.07	N/A
DA Data Base Query Service			
TOLL & LOCAL OPERATOR SERVICES	**SOURCE**	**RECURRING RATE**	**NRC**
Toll and Local Assistance Service (Live) per attempt			
DA OPERATOR SERVICE	**SOURCE**	**RECURRING RATE**	**NRC**
DA Operator Service (Live) per attempt			
911 TANDEM PORT	**SOURCE**	**RECURRING RATE**	**NRC**
Per DSO Equivalent Port		$20.84	$110.96
STREET INDEX GUIDE	**SOURCE**	**RECURRING RATE**	**NRC**
Monthly Charge		$41.00	
Tape Charge		$50.00	
OPERATIONAL SUPPORT SYSTEMS	**SOURCE**	**RECURRING RATE**	**NRC**
OSS Interfaces*		ICB	ICB

* Sprint is working on OSS and rates will be added as they are developed.		

STP INTERCONNECTION

STP interconnection (in pairs) can be obtained at any of the following locations. Associated recurring and non-recurring rates are based on the applicable state charges.

State	Exchange	Operating Point Code	CLLI Code
Florida	Tallahassee	230-010-000	THLSFLXA21W
	Tallahassee	230-011-000	THLSFLXB21W
	Winter Park	239-111-000	WNPKFLXA11W
	Altamonte Springs	239-211-000	ALSPFLXA21W
Tennessee	Bristol	239-004-000	BRSTTNXA21W
	Johnson City	239-002-000	JHCYTNXC21W
Minnesota	Osseo	239-151-000	OSSEMNXO21W
	Chaska	239-152-000	CHSKMNXC21W
Missouri	Warrensburg	239-162-000	WRBGMOXA21W
	Jefferson City	239-161-000	JFCYMOXA21W
New Jersey	Clinton	239-203-000	CLTNNJXJ77W
	Newton	239-202-000	NWTNNJXU77W
Nevada	Las Vegas	230-001-000	LSVGNVXB00W
	Las Vegas	230-002-000	LSVGNVXG00W
North Carolina	Rocky Mount	239-200-000	RCMTNCXA01W
	Fayettville	239-201-000	FYVLNCXA01W
Ohio	Mansfield	239-204-000	MNFDOHXA24W
	Lima	239-205-000	LIMAOHXA25W
Pennsylvania	Chambersburg	239-207-000	CHBGPAXC77W
	Carlisle	239-206-000	CRLSPAXC77W
Texas	Athens	239-141-000	ATHNTXXA21W
	Humble	239-142-000	HMBLTXXA21W

OPERATOR & DIRECTORY ASSISTANCE

Operator and Directory Assistance can be obtained from any of the four Sprint regional centers.
The recurring and non-recurring rates are based on the regional centers which are located in:

Las Vegas, Nevada
Mansfield, Ohio
Rocky Mount, North Carolina
Winter Park, Florida

LOOPS

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI	DS0 4 Wire Digital Data 56 or 64 kbps	DS1 4 Wire Digital Data DS1/T1/ISDN-PRI Loop or Interconnection	DS3 Digital Data Loop or Interconnection
Scottsbluff	SCTSNEXUH	BAND 1	$ 23.36	$ 39.01	$ 26.24	$ 41.89	$ 86.93	ICB
Gering	GRNGNEXUS	BAND 2	$ 33.46	$ 55.88	$ 36.34	$ 58.76	$ 109.91	ICB
Kimball	KMBLNEXUH	BAND 2	$ 33.46	$ 55.88	$ 36.34	$ 58.76	$ 109.91	ICB
Bayard	BYRDNEXUR	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB
Broadwater	BRWRNEXUS	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB
Chappell	CHPLNEXUS	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB
Lewellen	LWLNNEXUR	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB
Lyman	LYMNNEXUR	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB
Minatare	MNTRNEXUR	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB
Mitchell	MTCHNEXUR	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB
Morrill	MORLNEXUR	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB
Oshkosh	OSHKNEXUS	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB
Potter	PTTRNEXUR	BAND 3	$ 84.49	$ 141.10	$ 87.37	$ 143.98	$ 206.20	ICB

END OFFICE

Bayard	$0.006488
Broadwater	$0.006488
Chappell	$0.006488
Gering	$0.006488
Kimball	$0.006488
Lewellen	$0.006488
Lyman	$0.006488
Minatare	$0.006488
Mitchell	$0.006488
Morrill	$0.006488
Oshkosh	$0.006488
Potter	$0.006488
Scottsbluff	$0.006488

TRANSPORT BANDS

Band	DS1	DS3
1	$ 294.15	$ 5,322.42
2	$ 359.65	$ 6,059.32
3	$ 425.14	$ 6,796.22
4	$ 480.11	$ 7,354.86
5	$ 588.30	$ 7,913.49
6	$ 600.58	$ 10,504.56
7	$ 616.67	$ 12,118.64
8	$ 719.29	$ 13,592.44
9	$ 907.00	ICB
10	$ 1,495.30	
11	$ 1,523.67	
12	$ 1,626.29	

TRANSPORT

Originating	Terminating	Originating	Terminating	Dedicated DS0	Dedicated DS1	Dedicated DS3	Common
BYRDNEXU	GRNGNEXU	Bayard	Gering	$ 52.38	$ 477.79	ICB	0.003963
BYRDNEXU	LYMNNEXU	Bayard	Lyman	$ 81.34	$ 943.47	ICB	0.003963
BYRDNEXU	MNTRNEXU	Bayard	Minatare	$ 81.34	$ 943.47	ICB	0.003963
BYRDNEXU	MTCHNEXU	Bayard	Mitchell	$ 81.34	$ 943.47	ICB	0.003963
BYRDNEXU	MORLNEXU	Bayard	Morrill	$ 81.34	$ 943.47	ICB	0.003963
BYRDNEXU	SCTSNEXU	Bayard	Scottsbluff	$ 48.67	$ 418.09	ICB	0.003963
GRNGNEXU	BYRDNEXU	Gering	Bayard	$ 52.38	$ 477.79	ICB	
GRNGNEXU	LYMNNEXU	Gering	Lyman	$ 59.05	$ 585.07	ICB	0.003963
GRNGNEXU	MNTRNEXU	Gering	Minatare	$ 59.05	$ 585.07	ICB	0.003963
GRNGNEXU	MTCHNEXU	Gering	Mitchell	$ 59.05	$ 585.07	ICB	0.003963
GRNGNEXU	MORLNEXU	Gering	Morrill	$ 59.05	$ 585.07	ICB	0.003963
GRNGNEXU	SCTSNEXU	Gering	Scottsbluff	$ 26.38	$ 59.70	$1,362.01	0.003963
LWLNNEXU	OSHKNEXU	Lewellen	Oshkosh	$ 48.67	$ 418.09	ICB	0.003963
LYMNNEXU	BYRDNEXU	Lyman	Bayard	$ 62.29	$ 943.47	ICB	
LYMNNEXU	GRNGNEXU	Lyman	Gering	$ 46.06	$ 585.07	ICB	
LYMNNEXU	MNTRNEXU	Lyman	Minatare	$ 43.36	$ 525.38	ICB	0.003963
LYMNNEXU	MTCHNEXU	Lyman	Mitchell	$ 43.36	$ 525.38	ICB	0.003963
LYMNNEXU	MORLNEXU	Lyman	Morrill	$ 43.36	$ 525.38	ICB	0.003963
LYMNNEXU	SCTSNEXU	Lyman	Scottsbluff	$ 43.36	$ 525.38	ICB	0.003963
MNTRNEXU	BYRDNEXU	Minatare	Bayard	$ 62.29	$ 943.47	ICB	
MNTRNEXU	GRNGNEXU	Minatare	Gering	$ 46.06	$ 585.07	ICB	
MNTRNEXU	LYMNNEXU	Minatare	Lyman	$ 43.36	$ 525.38	ICB	

MNTRNEXU	MTCHNEXU	Minatare	Mitchell	$	43.36	$	525.38	ICB	0.003963
MNTRNEXU	MORLNEXU	Minatare	Morrill	$	43.36	$	525.38	ICB	0.003963
MNTRNEXU	SCTSNEXU	Minatare	Scottsbluff	$	43.36	$	525.38	ICB	0.003963
MTCHNEXU	BYRDNEXU	Mitchell	Bayard	$	62.29	$	943.47	ICB	
MTCHNEXU	GRNGNEXU	Mitchell	Gering	$	46.06	$	585.07	ICB	
MTCHNEXU	LYMNNEXU	Mitchell	Lyman	$	43.36	$	525.38	ICB	
MTCHNEXU	MNTRNEXU	Mitchell	Minatare	$	43.36	$	525.38	ICB	
MTCHNEXU	MORLNEXU	Mitchell	Morrill	$	43.36	$	525.38	ICB	0.003963
MTCHNEXU	SCTSNEXU	Mitchell	Scottsbluff	$	43.36	$	525.38	ICB	0.003963
OSHKNEXU	LWLNNEXU	Oshkosh	Lewellen	$	48.67	$	418.09	ICB	
MNTRNEXU	BYRDNEXU	Scottsbluff	Bayard	$	48.67	$	418.09	ICB	
MNTRNEXU	GRNGNEXU	Scottsbluff	Gering	$	26.38	$	59.70	$1,362.01	
MNTRNEXU	LYMNNEXU	Scottsbluff	Lyman	$	43.36	$	525.38	ICB	
MNTRNEXU	MNTRNEXU	Scottsbluff	Minatare	$	43.36	$	525.38	ICB	
MNTRNEXU	MTCHNEXU	Scottsbluff	Mitchell	$	43.36	$	525.38	ICB	
MNTRNEXU	MORLNEXU	Scottsbluff	Morrill	$	43.36	$	525.38	ICB	
SCTSNEXU	TRTNWYXC	Scottsbluff	Torrington,WY			$	588.30	ICB	0.003963

PART D - LOCAL RESALE

40. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

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

40.2. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided pursuant to this Part D are collectively referred to as "Local Resale."

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

41. GENERAL TERMS AND CONDITIONS

41.1. Pricing. The prices charged to CLEC for Local Resale are set forth in Part C of this Agreement.

41.1.1. CENTREX Requirements

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

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

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

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

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

41.1.1.6. CLEC may resell call forwarding in conjunction with CENTREX Service.

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

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

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

41.1.2. Voluntary Federal and State Subscriber Financial Assistance Programs

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

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

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

41.1.5. COCOT lines will not be resold at wholesale prices under this Agreement.

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

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

41.1.8. LIDB Administration

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

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

PART E - NETWORK ELEMENTS

42. GENERAL

42.1. 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 providing local telephone service to its end users. CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Attachment I or agreed to by the Parties. It is 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, Paragraph 3.2 of this Agreement.

43. UNBUNDLED NETWORK ELEMENTS

43.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunication Services 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. UNEs include:

43.1.1. Network Interface Device ("NID")

43.1.2. Local Loop

43.1.3. Sub Loop

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

43.1.4.1. Local Switching

43.1.4.2. Tandem Switching

43.1.5. Interoffice Transport Facilities

43.1.5.1. Common

43.1.5.2. Dedicated

43.1.5.3. Dark Fiber

43.1.6. Signaling Networks & Call Related Databases

43.1.7. Operations Support Systems

43.2. 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 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.

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

44. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING

44.1. Each Party shall promptly consider and analyze access to categories of UNE not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The UNE Bona Fide Request process set forth herein does not apply to these services requested pursuant to FCC Rule § 51.319, as amended.

44.2. A UNE Bona Fide Request shall be submitted in writing on the Sprint LTD Standard BFR Form and shall include a technical description of each requested UNE.

44.3. The requesting Party may cancel a UNE Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.

44.4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the UNE Bona Fide Request.

44.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the UNE or will provide a detailed explanation that access to the UNE does not qualify as a UNE that is required to be provided under the Act.

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

44.7. The receiving Party shall promptly proceed with the UNE Bona Fide Request 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.

44.8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a UNE Bona Fide Request Quote which will include, at a minimum, a description of each UNE, the availability, the applicable rates and the installation intervals.

44.9. Within thirty (30) days of its receipt of the UNE Bona Fide Request Quote, the requesting Party must either confirm, in writing, its order for the UNE Bona Fide Request pursuant to the UNE Bona Fide Request Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Section 23 of this Agreement.

44.10. If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Section 23 of this Agreement.

45. NETWORK INTERFACE DEVICE

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

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

45.3. 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 process detailed in Article 43 herein.

45.4. 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 Attachment I will apply.

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

45.6. 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.

46. LOOP

46.1. The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as DSLAMS) owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises. Terms and conditions for the provision of dark fiber are set forth in Section 54 of this Agreement. The demarcation point is that point on the loop where the telephone company's control of the facility ceases, and the End User Customer's control of the facility begins. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops.

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

46.3. 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.

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

46.3.2. 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 5 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.

46.3.3. Sprint will charge CLEC at the rates set out on Attachment 1, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network.

46.4. Voice Grade Loop Capabilities

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

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

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

46.5. Non-Voice Grade Loops

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

46.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Section 23 of this Agreement.

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

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

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

46.5.6. 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.

46.5.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:

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

46.5.7.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

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

46.5.7.4. As an alternative to § 46.5.7.1 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.

46.6. Non-Standard Non-Voice Grade Loops

46.6.1. If CLEC requests a xDSL loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Non-Voice Grade Loop. Additional non-recurring charges for conditioning will apply. Non-

Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 46.5 are applicable.

46.7. Adherence to National Industry Standards

46.7.1. 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.

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

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

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

46.7.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 46.7.2.3, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

46.7.3. 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 State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

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

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

46.7.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within 60 days of the standard being adopted.

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

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

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

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

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

46.8.2. 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:

46.8.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

46.8.2.2. 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);

46.8.2.3. 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.

46.8.3. In connection with the provision of HFS UNE, 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.

46.9. 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.

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

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

46.9.3. CLEC must specify on the order form whether each loop should be tagged and labeled.

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

47. SUBLOOPS

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

47.2. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within.

47.3. Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the BFR process as set forth in Section 44 of this Agreement. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

47.4. 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.

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

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

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

47.5.1.2. Intrabuilding cable includes riser cable and plenum cable.

47.5.2. Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

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

48. LOCAL SWITCHING

48.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), CLEC presubscription (e.g., long distance Carrier, intraLATA toll),

Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Since Sprint will offer EELs, Sprint is not required to provide local switching under this Article 48 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

48.2. Sprint will provide customized routing at CLEC's request where technically feasible. Customized routing enables the CLEC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the CLEC to route their customer's operator handled traffic to a different provider. CLEC requests will be processed through the BFR process. Pricing will be on a time and materials basis.

48.3. Technical Requirements

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

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

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

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

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

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

48.4.2. Coin phone signaling;

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

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

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

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

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

48.5.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by CLEC;

48.5.2. Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and

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

49. TANDEM SWITCHING

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

49.2. Technical Requirements

49.2.1. The requirement for Tandem Switching include, but are not limited to, the following:

49.2.1.1. Interconnection to Sprint tandem(s) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.

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

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

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

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

49.2.4. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at Parity

with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block CLEC traffic and leave its traffic unaffected or less affected).

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

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

49.3. Interface Requirements

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

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

50. PACKET SWITCHING

50.1. Sprint will provide CLEC unbundled packet switching if all of the following conditions are met:

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

50.1.2. There are no spare cooper loops cable of supporting the xDSL services the requesting carrier seeks to offer;

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

50.1.4. Sprint has deployed packet switching capability for its own use.

51. TRANSPORT

51.1. Shared Transport. Sprint will offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared Transport is shared between multiple carriers and must be switched at a tandem. Shared transport is defined as transmission facilities shared by more than one carrier, including

Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.

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

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

51.2. Dedicated Transport. Sprint will offer unbundled access to dedicated interoffice transmission facilities, or transport, including dark fiber. Terms and conditions for providing dark fiber are set forth in Section 54. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers owned by Sprint or requesting telecommunications carriers, or between switches owned by Sprint or requesting telecommunications carriers.

51.2.1. Technical Requirements

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

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

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

52. SIGNALING SYSTEMS AND DATABASES

52.1. Sprint will offer unbundled access to signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. The signaling network element includes, but is not limited to, signaling links and STPs. Sprint will offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database,

Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment. The access to the above call related databases are not required based on this contract. If through interconnections CLEC has access to Sprint's SS7 Network, they therefore have the ability to perform database queries. If the event arises and CLEC accesses these databases, Sprint has the right to bill for such services.

52.2. Signaling Systems

52.2.1. Signaling Link Transport

52.2.1.1. 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.

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

52.2.2. Signaling Transfer Points (STPs)

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

52.2.3. Technical Requirements. STPs shall provide access to and fully support the functions of all other Network Elements connected to the Sprint SS7 network. These include:

52.2.3.1. Sprint Local Switching or Tandem Switching;

52.2.3.2. Sprint Service Control Points/Databases;

52.2.3.3. Third-party local or Tandem Switching systems; and

52.2.3.4. Third party provides STPs.

52.2.4. 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:

52.2.4.1. An A-link interface from CLEC local switching systems; and

52.2.4.2. B- or D-link interface from CLEC STPs.

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

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

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

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

52.3. Line Information Database (LIDB)

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

52.3.2. Technical Requirements

52.3.2.1. 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.

52.3.2.2. 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.

52.3.2.3. 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.

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

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

52.3.2.5. Sprint shall process CLEC's subscribers' records in 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.

52.3.2.6. 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.

52.3.3. Compensation and Billing

52.3.3.1. 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.

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

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

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

52.3.3.5. Disputes - If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days

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

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

52.4. Calling Name Database (CNAM)

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

52.4.2. Technical Requirements

52.4.2.1. Storage of CLEC Caller Names in the Sprint CNAM Database is available under the terms of a separate contract.

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

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

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

52.4.3. Compensation and Billing

52.4.3.1. 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.

52.4.3.2. Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of $0.0035 and a rate for CNAM queries and switching of $0.016 for a combined rate of $0.0195.

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

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

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

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

52.5. Toll Free Number Database

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

52.5.1.1. Technical Requirements

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

52.5.1.1.2. The Toll Free Number Database shall return CLEC 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.

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

52.5.2. Compensation and Billing

52.5.2.1. 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.

52.5.2.2. Billing - Invoices will be sent out by the 15th of each month on a Toll Free Number Database specific invoice.

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

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

52.5.3. 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.

52.6. Local Number Portability Local Routing Query Service

52.6.1. 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:

52.6.1.1. Technical Requirements

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

52.6.1.1.2. 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.

52.6.2. Compensation and Billing

52.6.2.1. 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.

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

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

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

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

52.6.2.5. NPAC Costs – Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against 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.

53. OPERATIONS SUPPORT SYSTEMS (OSS)

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

54. DARK FIBER

54.1. General Rules and Definition

54.1.1. Dark fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. It is fiber optic cable that

connects two points within Sprint's network that has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services.

54.1.2. Sprint will unbundle dark fiber for the dedicated transport, loop and sub-loop network elements. Dark fiber is not a separate network element, but a subset of dedicated transport, loop and subloop network elements. Any rules and guidelines for these network elements, including accessibility, will apply to dark fiber.

54.2. Fiber Availability

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

54.2.2. Sprint will also reserve a reasonable amount of spare capacity in each fiber sheath to facilitate maintenance and rearrangements and changes. A minimum of four fibers in each sheath will be reserved for this purpose.

54.2.3. Dark fiber will be leased on a first come first served basis.

54.2.4. CLECs can reserve fiber by submitting orders and paying for it. A CLEC may lease from two fibers up to 25% of the available fibers in a sheath. CLEC leased fiber is subject to the take-back provisions listed below.

54.2.5. Sprint will not restrict the use of leased dark fiber.

54.3. Interconnection Arrangements

54.3.1. Rules for gaining access to unbundled network elements apply to dark fiber. CLEC must establish a point of interconnection (POI) to gain access. Virtual and physical collocation arrangements would normally be used by CLEC to locate the optical electronic equipment necessary to "light" leased dark fiber.

54.3.2. The CLEC that requests dark fiber must be able to connect to the Sprint fiber by means of fiber patch panel. The CLEC fiber patch panel must meet the requirements of using the same optical cross connects that Sprint uses for its fiber patch panel.

54.3.3. Dark fiber will be provided in the following four manners:

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

54.3.3.2. Dark fiber feeder will be between two Sprint FPPs, one located in a Sprint central office and one at a remote location, such as a

digital loop carrier. CLEC will establish a FPP POI in the Sprint central office which will be connected to the Sprint FPP via a fiber patch cord. CLEC will establish a POI at the remote site and order a collocation or interconnection arrangement at Sprint's FPP. A fiber "pigtail" will connect the virtual appearance on Sprint's FPP and the CLEC POI.

54.3.3.3. Dark fiber distribution is between a Sprint FPP located outside a Sprint central office (e.g., remote site) and a FPP located at a customer premises. CLEC must establish a POI in the Sprint remote site as described above and is responsible for providing facilities on the customer's premises.

54.3.3.4. Dark fiber loop is between a Sprint FPP located in a Sprint central office and a FPP located at a customer's premises. CLEC must establish a POI in the Sprint central office and is responsible for providing facilities on the customer's premises.

54.4. Rules for Take Back

54.4.1. Sprint can take back dark fiber to meet its carrier of last resort obligations.

54.4.2. Sprint will provide CLEC 12 months written notice prior to taking back fiber.

54.4.3. If multiple CLECs have leased fiber within a single sheath, Sprint will use the following criteria for taking back fiber.

54.4.3.1. Leased fibers not in use will be taken back first. Leased fibers not in use for the longest period of time will be taken back first.

54.4.3.2. Leased fibers with the lowest capacity will be taken back next. For example, fibers with an OC-3 system will be taken back before those with OC-12 electronics. Those leased for the shortest period will be taken back first.

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

54.5. Ordering Procedure

54.5.1. CLEC will submit orders for dark fiber via the local service request (LSR) process. Specific ordering instructions and procedures for determining the location of Sprint fiber are outlined in the Joint Operations Plan. Charges will apply for pre-order inquiries.

54.5.2. Sprint will review the request for availability and will respond to a CLEC within 30 days regarding the acceptance or rejection of the order. If the order is accepted, the response will provide the planned installation date.

54.5.3. The order will be completed if dark fiber is available.

54.5.4. An explanation will accompany any rejection to a CLEC.

54.5.5. CLEC will follow the Dispute Resolution Process outlined in Section 23 of this Agreement if they wish to contest the rejection.

54.6. Maintenance and Testing

54.6.1. Each carrier is responsible for maintaining the facilities that it owns.

54.6.2. Sprint tests fiber at the time of original installation and will not test it again until an interconnection is established. CLEC will conduct the end-to-end test in conjunction with dark fiber splicing.

54.6.3. Cooperative testing is available at CLEC's request. Additional rates and charges will apply.

54.7. Rates and Charges

54.7.1. The rates and charges for dark fiber will be developed as part of the BFR process as set forth in Section 44 of this Agreement.

54.7.2. Special construction charges may apply to accommodate a CLEC requested arrangement.

55. LOOP FREQUENCY UNBUNDLING

55.1. General Terms

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

55.1.2. Pursuant to FCC rules and orders as applicable under the provisions of Paragraph 3.3 of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible terminal in the outside loop plant, subject to the execution by CLEC of a collocation agreement and the availability of space.

55.1.3. Sprint shall make the HFS UNE 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.

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

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

55.1.4. 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.

55.1.5. In the event that the End User being served by CLEC via HFS UNE terminates its Sprint-provided analog circuit-switched voice band service, or when Sprint provided analog circuit switched voice band service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE Non-Voice Grade loop if it wishes to continue to provide advanced services to that End User. If CLEC notifies Sprint that it chooses this option, CLEC and Sprint shall cooperate to transition DSL service from the HFS UNE to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. . If CLEC declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.

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

55.1.6.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and

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

53.1.7 If facilities do not exist and the End User being served by CLEC via HFS UNE has its Sprint-provided analog circuit-switched voice band service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates, Sprint will continue to allow the provision of advanced services by CLEC over the copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to CLEC prior to disconnection.

53.1.8 Sprint will offer as a UNE or a combination of UNEs, line sharing over fiber fed loops, including loops behind DLCs, under the following conditions:

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

53.1.8.2 There must be a finding that the provision of High Frequency Spectrum Network Element in this fashion is technically feasible and, to the extent that other UNEs are involved in the provision of such service, that the combination of such elements as are necessary to provide the service is required under the Act.

53.1.8.3 The pricing as set forth in this Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.

55.2. Information to be Provided

55.2.1. In connection with the provision of HFS UNE, Sprint shall provide to CLEC:

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

55.2.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and

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

55.2.2. In connection with the provision of HFS UNE, 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:

55.2.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

55.2.2.2. 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);

55.2.2.3. 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.

55.2.3. In connection with the provision of HFS UNE, 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.

55.3. Conditioning, Testing, Maintenance

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

55.3.2. 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 relevant state commission that conditioning the specific loop in question will significantly degrade voiceband services.

55.3.3. If CLEC requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Attachment 1 to this Agreement. Non-standard

non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in Section 46.5 above are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.

55.3.4. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects 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.

55.3.5. In the event both Sprint's analog circuit-switched voice services and the CLEC's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to the CLEC. 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.

55.4. Deployment and Interference

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

55.4.2. 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 Section 23 of this Agreement.

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

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

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

55.4.3.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 55.4.3.3, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

55.5. 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 State Commission for review and determination. If the Commission determines that the CLECs 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.

55.6. 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 State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

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

55.8. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

55.9. Splitters

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

56. FORECAST

56.1. CLEC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for Voice Grade Loops (including Subloops), Non-Voice Grade Loops (including Subloops), and HFS UNEs. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by 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.

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

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

57. INDEMNIFICATION

57.1. Each Party, whether a CLEC or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.

57.2. 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 plan, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if 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.

58. LOOP MAKE-UP INFORMATION

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

58.2. Subject to 58.1 above, Sprint's Loop Qualification will provide response to CLEC queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.

58.3. Information provided to the CLEC will not be filtered or digested in a manner that it would affect the CLECs ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.

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

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

58.6. Sprint may provide the requested Loop Qualification 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 Qualification information.

58.7. If CLEC does not order Loop Qualification prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:

58.7.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;

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

58.7.3. 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 Attachment 1 pursuant to Section 46 of this Agreement.

59. VOICE UNE-P AND EEL

59.1. Combination of Network Elements

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

59.2. Definitions

59.2.1. EEL - Enhanced Extended Link (EEL). EEL for purposes of this Agreement refer to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.

59.2.2. VOICE UNE-P - Voice Unbundled Network Element Platform (VOICE UNE-P). VOICE UNE-P for purposes of this Agreement refers to the existing unbundled network elements, specifically NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching, in the Sprint Network and is used to carry traditional POTS analog circuit-switched voice band transmissions.

59.3. General Terms and Conditions

59.3.1. Sprint will allow CLEC to order each Unbundled Network Element individually in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network.

59.3.2. Sprint will provide CLEC access to VOICE UNE-P and EEL as provided in this Agreement. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use VOICE UNE-P or EEL to provide a telecommunications service under this Agreement. Any request by 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 44 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

59.3.3. The provisioning of VOICE UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.

59.3.4. Notwithstanding Sprint's general duty to unbundle local Circuit Switching, Sprint shall not be required to unbundle local Circuit Switching, nor provide VOICE UNE-P for CLEC when CLEC serves end-users with four or more voice grade (DS0) equivalents or lines provided that Sprint provides nondiscriminatory access to combinations of unbundled loops and transport (EELs) throughout Density Zone 1, when Sprint's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket 96-98, and in Density Zone 1, as defined in §69.123 on January 1, 1999 (the Exemption). Sprint may audit CLEC's UNE-P customer base in accordance with Section 7 of the Agreement to ensure CLEC's adherence to the Exemption.

59.4. Specific Combinations and Pricing

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

59.4.2. The Parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Ordering and provisioning for VOICE UNE-P and EEL will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications.

59.5. Sprint Offers the Following Combinations of Network Elements

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

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

59.5.1.2. Until such time as Sprint can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to CLEC at the recurring flat rate charge of $12.96 per port per month. Upon the implementation of the necessary operational modifications, Sprint will convert from billing CLEC based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.

59.5.1.3. Sprint will provide originating and terminating access records to CLEC for access usage over UNE-P. CLEC will be responsible for billing the respective originating and/or terminating access charges directly to the IXC.

59.5.1.4. Sprint will provide CLEC toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format at the charges set forth in Attachment 1. Any non-standard requested format would be handled through the BFR process as set forth in Section 44 of this Agreement.

59.5.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

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

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

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

59.5.2.4. Sprint reserves the right, upon thirty (30) days notice to audit CLEC's local usage information when Sprint reasonably believes that CLEC has not met the local usage criteria defined by the FCC. Sprint will hire and pay for an independent auditor to perform the audit, CLEC will reimburse Sprint if the audit results confirm CLEC's non-compliance with the local usage criteria. Sprint will not request more than one audit in a calendar year unless an audit finds non-compliance, in which case, Sprint shall have the right to request an audit one additional time during that same calendar year. Sprint shall continue to have the additional audit right described above, so long as the Sprint audits indicate CLEC non-compliance. In the instance of non-compliance, CLEC shall convert the loop-transport combination to special access.

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

PART F - INTERCONNECTION

60. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

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

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

60.1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

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

60.1.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

60.2. Point of Interconnection

60.2.1. Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC must establish at least one POI per Sprint local calling area.

60.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

60.2.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Sprint will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less.

60.2.4. Should CLEC prefer, new interconnection facilities may be provisioned via third party facilities or CLEC lease of tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.

60.2.4.1. If third party leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third party, the POI will be defined as the Sprint office in which the leased circuit terminates. CLEC is responsible to terminate the leased facility in a collocation space (if unbundled loops or switched ports will be purchased in the central office) or a set of Sprint-provided DSX jacks to clearly establish the POI.

60.2.4.2. If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation point between Sprint's facility and CLEC's equipment as long as the end point is within Sprint's exchange area.

61. INTERCONNECTION COMPENSATION MECHANISMS

61.1. Each party is responsible for bringing their facilities to POI.

61.2. Interconnection Compensation

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

61.2.2. If a meet-point is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and CLEC, the relative use factor will be reduced by the proportionate length of haul provided by each party. Sprint shall be responsible for network provisioning as described in § 61.2.3 herein.

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

61.2.3.1. Sprint's dedicated interconnection rate;

61.2.3.2. Its own costs if filed and approved by a commission of appropriate jurisdiction; and

61.2.3.3. The actual lease cost of the interconnecting facility.

61.3. Compensation for Local Traffic Transport and Termination

61.3.1. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

61.3.1.1. "Transport," which includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user; and

61.3.1.2. "Termination," which includes the switching of Local Traffic at the terminating carrier's end office switch.

61.4. When a CLEC subscriber places a call to Sprint's subscriber, CLEC will hand off that call to Sprint at the POI. Conversely, when Sprint hands off Local Traffic to CLEC for CLEC to transport and terminate, Sprint may use the established POI or Sprint may designate its own POI.

61.4.1. CLEC and Sprint may each designate a POI at any technically feasible point including but not limited to any electronic or manual cross-connect points, collocations, entrance facilities, and mid-span meets. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

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

61.4.1.2. When Sprint terminates calls to CLEC's subscribers using CLEC's switch, Sprint shall pay CLEC for transport charges from the POI to the CLEC switching center for dedicated transport. Sprint shall also pay to CLEC a charge symmetrical to its own charges for the functionality actually provided by CLEC for call termination.

61.4.1.3. CLEC may choose to establish direct trunking to any given end office. If CLEC leases trunks from Sprint, it shall pay charges for dedicated transport. For calls terminating from CLEC to subscribers served by these directly-trunked end offices, CLEC shall also pay an end-office termination. For Sprint traffic terminating to CLEC over the direct end office trunking, compensation payable by Sprint shall be the same as that detailed in § 61.4.1.2 above.

62. SIGNALING

62.1. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

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

62.2.1. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks.

63. NETWORK SERVICING

63.1. Trunk Forecasting

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

63.1.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending

Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);

63.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;

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

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

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

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

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

63.1.5.1. In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.

63.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.

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

63.2. Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a

CLEC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).

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

64. NETWORK MANAGEMENT

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

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

64.3. Mass Calling. CLEC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Mass calling numbers are not cannot be used in conjunction with INP.

65. USAGE MEASUREMENT

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

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

65.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.

65.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

66. TRANSIT TRAFFIC

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

66.2. Terms and Conditions

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

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

66.3. Payment Terms and Conditions

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

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

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

66.4. Billing Records and Exchange of Data

66.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions.

The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

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

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

67. RESPONSIBILITIES OF THE PARTIES

67.1. Sprint and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Article 32 and Part C, Part F, Article 63 and otherwise as set forth in this Agreement.

67.2. CLEC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

67.3. CLEC and Sprint shall:

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

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

67.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

67.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

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

67.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.

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

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

PART G - INTERIM NUMBER PORTABILITY

68. SPRINT PROVISION OF INTERIM NUMBER PORTABILITY

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

69. INTERIM NUMBER PORTABILITY

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

69.2. Remote Call Forwarding (RCF) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the CLEC designated switch to which the number is ported. CLEC may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.

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

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

69.5. Other Currently Available Number Portability Provisions:

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

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

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

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

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

70. REQUIREMENTS FOR INP

70.1. Cut-Over Process

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

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

70.1.1.2. For a Non-Coordinated Cutover Environment, the Parties will agree to a mutually satisfactory cutover time and Sprint shall schedule an update of disconnect and switch translations at the agreed upon cutover time. Such updates will be available to CLEC

at Parity with Sprint's own availability for such activity. Sprint and CLEC shall each provide an appropriate operations contact with whom the Parties can contact in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify CLEC of the issue and CLEC and Sprint shall determine the plan to resolve it.

70.2. Testing. Sprint and CLEC shall cooperate in conducting CLEC's testing to ensure interconnectivity between systems. Sprint shall inform CLEC of any system updates that may affect the CLEC network and Sprint shall, at CLEC's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

70.3. Installation Timeframes

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

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

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

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

70.6. Operator Services and Directory Assistance

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

70.6.1.1. While INP is deployed:

70.6.1.1.1. Sprint shall allow CLEC to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by CLEC. Sprint shall continue to allow

CLEC access to its LIDB. Other LIDB provisions are specified in this Agreement.

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

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

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

PART H - LOCAL NUMBER PORTABILITY

71. INTRODUCTION

71.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum. To the extent consistent with the FCC and Industry rules as amended from time to time, the requirements for LNP shall include the following:

71.1.1. Subscribers must be able to change local service providers and retain the same telephone number(s) within the serving wire center utilizing the portability method in effect within the porting MSA, as offered by the porting carrier, and within the area of portability as defined by the FCC or state commission having jurisdiction over this Agreement.

71.1.2. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.

71.1.3. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable offices which have direct trunks to the given switch.

71.1.4. When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the subscriber only in states where appropriate charges from Sprint tariffs are executed for reserved numbers.

71.1.5. NXX Availability. Not all NXXs in each CO may be available for porting.

71.1.6. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.

71.1.7. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.

71.1.8. Mass Calling Events. Parties will notify each other at least seven (7) days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable state or federal regulatory requirements developed for mass calling numbers.

72. TRANSITION FROM INP TO LNP

72.1. Existing INP Arrangements. As Sprint provisions LNP according to the industry schedule in a Wire Center/Central Office, there will be a maximum of a ninety (90) day transition from INP to LNP. At that time, the CLEC will be required to fully implement LNP according to industry standards.

72.2. Once LNP is available in an area, all new portability will be LNP and INP will no longer be offered.

73. TESTING

73.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.

73.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, §32 of the agreement.

73.3. CLEC must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a CLEC/CMRS provider occurs past the FCC activation date, testing and porting will be done at CLEC's expense.

73.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

73.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

74. ENGINEERING AND MAINTENANCE

74.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.

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

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

75. E911/911

75.1. When a subscriber ports to another service provider, the donor provider shall use information provided by the porting provider to update the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to PSAP call centers.

75.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

76. BILLING

76.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall receive revenues from those IXC access charges associated with end office switching, local transport, RIC, and CCL, as appropriate, and such other applicable charges. The party from whom the number has been ported shall be entitled only to receive any entrance facility fees, access tandem fees and appropriate local transport charges as set forth in this Agreement. Such access charge payments will be adjusted to the extent that the paying party has already paid Reciprocal Compensation for the same minutes of use. When a call for which access charges are not applicable is terminated to a party's local exchange customer whose telephone number has been ported from the other party, the parties agree that the Reciprocal compensation arrangements described in this Agreement shall apply.

76.2. Non-Payment. Customers lose the right to the ported telephone number upon non-payment of charges. Sprint will not port telephone numbers of customers who have bills in default.

PART I - GENERAL BUSINESS REQUIREMENTS

77. PROCEDURES

77.1. Contact with Subscribers

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

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

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

77.2. Expedite and Escalation Procedures

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

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

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

77.4. Service Offerings

77.4.1. Sprint shall provide CLEC with access to new services, features and functions concurrent with Sprint's notice to CLEC of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that CLEC may conduct market testing.

77.4.2. Essential Services. For purposes of service restoral, Sprint shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with Sprint's treatment of its own subscribers and applicable state law or regulation, if any.

77.4.3. Blocking Services. Upon request from CLEC, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is technically feasible when requested by CLEC as a function of unbundled Network Elements.

77.4.4. Training Support. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with CLEC subscribers. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home' notices.

78. ORDERING AND PROVISIONING

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

78.2. National Exchange Access Center (NEAC)

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

78.2.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday

through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

78.2.3. Sprint shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet subscriber demand.

78.3. Street Index Guide (SIG). Within thirty (30) days of CLEC's written request, Sprint shall provide to CLEC the SAG data, or its equivalent, in an electronic format mutually agreeable to the parties. All changes and updates to the SAG shall be provided to in a mutually agreed format and timeframe.

78.4. CLASS and Custom Features. Where generally available in Sprint's serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.

78.5. Number Administration/Number Reservation

78.5.1. Sprint shall provide testing and loading of CLEC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to CLEC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.

78.5.2. In conjunction with an order for service, Sprint shall accept CLEC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.

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

78.6. Service Order Process Requirements

78.6.1. Service Migrations and New Subscriber Additions

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

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

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

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

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

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

shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

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

78.6.3. Due Date

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

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

78.6.4. Subscriber Premises Inspections and Installations

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

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

78.6.5. Firm Order Confirmation (FOC)

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

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

78.6.5.3. Sprint shall provide to CLEC the date that service is scheduled to be installed.

78.6.6. Order Rejections

78.6.6.1. Sprint shall reject and return to CLEC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval. When an order is rejected, Sprint

shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.

78.6.7. Service Order Changes

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

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

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

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

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

78.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, Sprint shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

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

78.11. Systems Interfaces and Information Exchanges

78.11.1. General Requirements

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

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

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

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

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

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

78.11.2.3. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Sprint, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to CLEC.

Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from CLEC for each unmatched request. CLEC agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within three (3) business days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage of unmatched LOA requests, Sprint reserves the right to immediately disconnect the preordering Electronic Interface.

78.11.2.4. If CLEC is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if Sprint determines that an LOA is inadequate, CLEC will be considered in breach of the agreement. CLEC can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within three (3) business days of notification of the breach.

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

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

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

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

78.11.2.9. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to schedule dispatch and installation appointments at Parity.

78.11.2.10. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to Sprint subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.

78.11.2.11. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to Sprint information systems which will allow CLEC to provide service availability dates at Parity.

78.11.2.12. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface which transmits status information on service orders at Parity. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

78.12. Standards

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

79. BILLING

79.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify CLEC of any deviations to the standards.

79.2. Sprint shall bill CLEC for each service supplied by Sprint to CLEC pursuant to this Agreement at the rates set forth in this Agreement.

79.3. Sprint shall provide to CLEC a single point of contact for interconnection at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

79.4. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

79.5. Subject to the terms of this Agreement, CLEC shall pay Sprint within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

79.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the procedures set forth in Part B, Article 23 of this Agreement.

79.7. Sprint will assess late payment charges to CLEC in accordance with Part B, §6.5 of this Agreement.

79.8. Sprint shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

79.9. Where Parties have established interconnection, Sprint and the CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct, cartridge or magnetic tape).

79.10. Revenue Protection. Sprint shall make available to CLEC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

80. PROVISION OF SUBSCRIBER USAGE DATA

80.1. This Article 80 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance billing. The parties agree to record call information for interconnection in accordance with this Article 4. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber. Sprint shall record for CLEC the messages that Sprint records for and bills to its end users. These records shall be provided at a party's

request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday business days in EMI format via CDN, or provided on a cartridge or magnetic tape. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

80.2. General Procedures

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

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

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

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

80.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with §80.2.7

80.2.3.3. Calls to Directory Assistance where Sprint provides such service to a CLEC subscriber.

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

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

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

80.2.5. Sprint shall provide to CLEC Recorded Usage Data for CLEC subscribers. Sprint shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.

80.2.6. Sprint shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and CLEC.

80.2.7. Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the CLEC or the CLEC's end user.

80.2.8. Sprint shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.

80.2.9. Sprint shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

80.2.10. Sprint shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.

80.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.

80.2.12. Sprint shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

80.3. Charges

80.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.

80.3.2. Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).

80.3.3. Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, diskette, cartridge, magnetic tape, or CD-ROM) requested by CLEC as follows:

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

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

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

80.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when CLEC places the order for service;

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

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

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

80.4. Central Clearinghouse & Settlement

80.4.1. Sprint and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

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

80.5. Lost Data

80.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to CLEC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and CLEC. This estimate shall be used to adjust amounts CLEC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

80.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in §80.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs.

The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

80.5.3. Complete Loss. When Sprint is unable to recover data as discussed in § 80.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

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

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

80.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Sprint shall use volumes from the two (2) preceding Sundays.

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

80.6. Testing, Changes and Controls

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

80.6.2. Control procedures for all usage transferred between Sprint and CLEC shall be available for periodic review. This review may be included as part of an Audit of Sprint by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Sprint.

80.6.3. Sprint Software Changes

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

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

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

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

80.6.4. CLEC Requested Changes**:**

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

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

80.7. Information Exchange and Interfaces

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

80.7.2. Rejected Recorded Usage Data

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

80.7.2.2. Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted

by Sprint. Sprint will only assume liability for errors and unguideables caused by Sprint.

81. GENERAL NETWORK REQUIREMENTS

81.1. Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.

81.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide CLEC with maintenance support at Parity.

81.3. Sprint shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.

81.4. Sprint shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.

81.5. Sprint shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

81.6. All Sprint employees or contractors who perform repair service for CLEC subscribers shall follow Sprint standard procedures in all their communications with CLEC subscribers. These procedures and protocols shall ensure that:

81.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and

81.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a “first come first served” basis regardless of whether the subscriber is a CLEC subscriber or a Sprint subscriber.

81.7. Sprint shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. CLEC shall perform its own testing for UNEs.

81.8. Sprint shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised Sprint may potentially

impact CLEC subscribers.

81.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.

81.10. On all misdirected calls from CLEC subscribers requesting repair, Sprint shall provide such CLEC subscriber with the correct CLEC repair telephone number as such number is provided to Sprint by CLEC. Once the Electronic Interface is established between Sprint and CLEC, Sprint agrees that CLEC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by CLEC.

81.11. Upon establishment of an Electronic Interface, Sprint shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.

81.12. Sprint shall perform all testing for resold Telecommunications Services.

81.13. Sprint shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC with the disposition of the trouble.

81.14. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

82. MISCELLANEOUS SERVICES AND FUNCTIONS

82.1. General

82.1.1. To the extent that Sprint does not provide the services described in this Article 82 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by CLEC through the existing service provider. CLEC must contract directly with the service provider for such services.

82.1.2. Basic 911 and E911 General Requirements

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

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

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

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

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

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

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

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

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

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

82.1.3.2.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

82.1.3.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.

82.1.4. If a third party is the primary service provider to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third

party and CLEC are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.

82.1.5. If CLEC or its Affiliate is the primary service provider to a government agency, CLEC and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

82.1.6. Interconnection and database access shall be priced as specified in Part C.

82.1.7. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

82.1.8. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with CLEC data in an interval at Parity with that experienced by Sprint subscribers.

82.1.9. Sprint shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

82.1.10. Sprint shall provide to CLEC the necessary UNEs for CLEC to provide E911/911 services to government agencies. If such elements are not available from Sprint, Sprint shall offer E911/911 service for resale by CLEC to government agencies.

82.1.11. The following are Basic 911 and E911 Database Requirements

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

82.1.11.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, magnetic tape, or in a format suitable for use with desktop computers.

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

82.1.11.4. Sprint and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Sprint shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files or magnetic tape that conform to NENA Version #2 format.

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

82.1.11.6. CLEC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from CLEC. If Sprint detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) business days from when it was provided to Sprint. CLEC shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

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

82.1.11.8. Sprint shall adopt use of a CLEC Code (NENA standard five-character field) on all ALI records received from CLEC. The CLEC Code will be used to identify the CLEC of record in LNP/INP configurations.

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

82.1.12. The following are basic 911 and E911 Network Requirements

82.1.12.1. Sprint, at CLEC's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from CLEC's switch to a Sprint selective router.

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

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

82.1.12.4. Each ALI discrepancy report shall be jointly researched by Sprint and CLEC. Corrective action shall be taken immediately by the responsible party.

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

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

82.1.12.5.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

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

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

82.1.12.5.5. Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

82.1.12.5.6. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

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

82.1.12.7. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

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

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

82.1.13. Basic 911 and E911 Additional Requirements

82.1.13.1. All CLEC lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the CLEC number (if both are received from CLEC). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

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

82.1.13.3. Sprint shall notify CLEC 48 hours in advance of any scheduled testing or maintenance affecting CLEC 911 service, and provide notification as soon as possible of any unscheduled outage affecting CLEC 911 service.

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

82.1.13.5. CLEC may enter into subcontracts with third parties, including CLEC Affiliates, for the performance of any of CLEC's duties and obligations stated herein.

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

82.1.13.7. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to CLEC resulting from of any pending

Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

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

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

82.2. Directory Listings Service Requests

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

82.2.2. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.

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

82.2.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.

82.2.3.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.

82.2.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.

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

82.2.3.4.1. A matrix of NXX to central office;

82.2.3.4.2. Geographical maps if available of Sprint service area;

82.2.3.4.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;

82.2.3.4.4. Listing format rules;

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

82.2.3.4.6. Titles and designations; and

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

82.2.4. Based on changes submitted by CLEC, Sprint shall update and maintain directory listings data for CLEC subscribers who:

82.2.4.1. Disconnect Service;

82.2.4.2. Change CLEC;

82.2.4.3. Install Service;

82.2.4.4. Change any service which affects DA information;

82.2.4.5. Specify Non-Solicitation; and

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

82.2.5. Sprint shall not charge for storage of CLEC subscriber information in the DL systems.

82.2.6. CLEC shall not charge for storage of Sprint subscriber information in the DL systems.

82.3. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Sprint.

82.3.1. This § 82.3 pertains to listings requirements published in the traditional white pages.

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

82.3.3. Sprint agrees to include one basic White pages listing for each CLEC customer located within the geographic scope of its White Page directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Sprint and other LEC customers.

82.3.4. CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide CLEC with the appropriate format for provision of CLEC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

82.3.5. Sprint agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

82.3.6. CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.

82.3.7. In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.

82.3.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.

82.3.9. Sprint agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, provided that CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

82.3.10. Sprint will accord CLEC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and CLEC will not be deemed a violation of this confidentiality provision.

82.3.11. Sprint will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Sprint refrain from doing so. Sprint and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. Any payments due to CLEC for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The parties acknowledge that the release of CLEC's customer listing to Sprint's directory publisher will not constitute the sale or license of CLEC's customer listing information causing any payment obligation to arise pursuant to this § 82.3.11.

82.4. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this § 82.4. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 82.4 are not binding upon Sprint's directory publisher.

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

82.4.2. Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.

82.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.

82.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 82.3.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

82.4.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

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

82.6. Systems Interfaces and Exchanges

82.6.1. Directory Assistance Data Information Exchanges and Interfaces

82.6.1.1. Subscriber List Information

82.6.1.1.1. Sprint shall provide to CLEC, within sixty (60) days after the Approval Date of this Agreement, or at CLEC's request, all published Subscriber List Information (including such information that resides in Sprint's master

subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

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

82.7. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

PART J - REPORTING STANDARDS

83. GENERAL

83.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards (Performance Standards) that are specified in this agreement or are required by law or regulation. In addition, Sprint's performance under this Agreement shall be provided to CLEC will be at Parity with the performance Sprint provides itself for like service(s).

84. PARITY AND QUALITY MEASUREMENTS

84.1. Sprint will develop self-reporting capabilities comparing Sprint results with CLEC results for the following measures of service parity within six (6) months of the Effective Date:

84.1.1. Percentage of Commitment Times Met - Service Order

84.1.2. Percentage of Commitment Times Met - Trouble Report

84.1.3. Percent Repeated Trouble Reports

84.1.4. Average Receive to Clear

84.1.5. Percentage of Installed Orders without Repair in the first five (5) days

84.2. All above measures will be implemented in a manner that is consistent with the current measures Sprint makes of its own performance.

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

"Sprint"	United Telephone Company of the West d/b/a Sprint	**"CLEC"**	Premiere Network Services, Inc.
By:	William E. Cheek	By:	William Gaffney
Name (typed):	William E. Cheek	Name (typed):	William Gaffney
Title:	VP- Sales & Account Mangement	Title:	COO
Date:	9/28/01	Date:	9/27/01