

AMENDMENT NO. 2 TO  
MASTER INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT

BETWEEN

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

AND

Action Communications, Inc.

This Amendment is made this 29 day of June, 2005, by and between United Telephone Company of the West d/b/a Sprint ("Sprint") and Action Communications, Inc. ("CLEC"). (Sprint and CLEC may be referred to individually as a "Party" and collectively as the "Parties").

## **BACKGROUND:**

The Parties entered into an Interconnection, Resale and Collocation Agreement ("Agreement") on November 30, 2004 for the state of Nebraska. The Parties amended the Agreement on February 1, 2005.

The Parties wish to amend the Agreement to reflect changes to the applicable law that has occurred since the date of the Agreement through the date of this amendment, including, but not limited to the FCC's order entitled *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Dockets No. 04-313 and 01-338 (FCC 04-290) ("Triennial Review Remand Order").

In consideration of the terms and conditions contained in this Amendment, the Parties agree as follows:

## **TERMS AND CONDITIONS:**

### **The Agreement is hereby amended or modified to add the following definitions:**

"Business Line" is a Sprint-owned switched access line used to serve a business customer, whether by Sprint or by a competitive LEC that leases the line from Sprint. The number of business lines in a Wire Center shall equal the sum of all Sprint business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Sprint end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."

"Dedicated Transport" includes Sprint transmission facilities between Wire Centers or switches owned by Sprint, or between Wire Centers or switches owned by Sprint and switches owned by CLEC, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

"Demarcation Point" is that point on the loop where Sprint's control of the facility ceases, and the End User Customer's control of the facility begins.

"DS1 Loop" is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.

“DS3 Loop” is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.

“Enhanced Extended Link” (“EEL”) for purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network.

“Fiber-based Collocator” means any carrier, unaffiliated with Sprint, that maintains a collocation arrangement in Sprint’s wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves Sprint’s Wire Center premises; and (3) is owned by a party other than Sprint or any affiliate of Sprint, except as set forth in this definition. Dark fiber obtained from Sprint on an indefeasible right of use basis shall be treated as non-Sprint fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire Center shall collectively be counted as a single fiber-based collocator. For purposes of this definition, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in the Act.

“Fiber-to-the-curb Loop” (“FTTC Loop”) means a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer’s premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU’s MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer’s premises.

“Fiber-to-the-home Loop” (“FTTH Loop”) means a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end-user’s customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises’ minimum point of entry (MPOE).

“High Frequency Portion of the local Loop” (“HFPL”) is defined as the frequency range above the voice band on a copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Sprint to the end-user customer.

“Hybrid Loop” means a local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.

“Local Loop” refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the demarcation point (e.g. Network Interface Device) at a customer’s premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, DS1 loops, DS3 loops, FTTC Loops and FTTH Loops. “Mobile Wireless Service” means any mobile wireless telecommunications service, including any commercial mobile radio service.

“Tier 1” Wire Centers are those Sprint Wire Centers that contain at least four fiber-based collocators, at least 38,000 Business Lines. Tier 1 Wire Centers also are those Sprint tandem

switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs.

“Tier 2” Wire Centers are those Sprint Wire Centers that are not Tier 1 Wire Centers but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.

“Tier 3” Wire Centers are those Sprint Wire Centers that are not Tier 1 or Tier 2 Wire Centers.

“Wire center” is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.

**The following definitions in the Agreement are hereby deleted:**

The definition of “Dark Fiber Loop” is hereby deleted.

The definition of “High Frequency Spectrum Unbundled Network Element” (“HFS UNE”) is hereby deleted.

The definition of “Non-qualifying Service” is hereby deleted.

The definition of “Qualifying Service” is hereby deleted.

**Part E of the Agreement, “Network Elements” Sections 42 - 60.2.2, is hereby deleted and replaced in its entirety with the following:**

**PART E - NETWORK ELEMENTS**

**1. GENERAL**

- 1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements (“UNEs”). CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is CLEC’s obligation to combine Sprint-provided UNEs with any facilities and services that CLEC may itself provide.

**2. USE OF UNBUNDLED NETWORK ELEMENTS**

- 2.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunications Service to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 2.2. CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Except as provided elsewhere in this Agreement, it is CLEC’s obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party. CLEC may

Commingle UNEs with Wholesale Services or tariffed access services obtained from Sprint as provided for in this Agreement.

- 2.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other Telecommunications Carrier requesting access to that UNE.
- 2.4. CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the restrictions listed below. CLEC will provide self-certification, at the time of ordering, that these requirements are met for each UNE ordered.
  - 2.4.1. Any combination of high capacity loops (DS1, DS3), to the extent available, and special access transport (a commingled facility) or Dedicated Transport, to the extent available, both of which are provided by Sprint is subject to the EEL use restrictions in section 52.4.4. Such restrictions apply irrespective of the manner in which the loops and transport are combined.
  - 2.4.2. CLEC may not access a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting Sprint's network and a Mobile Wireless Service provider's network do not qualify as UNEs and will not be available to CLEC as UNEs.
  - 2.4.3. CLEC can use Network Elements provided by Sprint to provide Local Exchange Service. CLEC can also use UNEs for a non-local service as long as CLEC is using such UNEs to provide a meaningful amount of Local Traffic.
  - 2.4.4. CLEC may not access a UNE for the exclusive provision of interexchange services. Unbundled loops ordered by CLEC into a third party collocation cannot be used by the third party collocater to provide retail interexchange services. Facilities connecting Sprint's network and interexchange carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs
  - 2.4.5. CLEC can use unbundled loops to provide xDSL services in accordance with this Agreement.

### **3. BONA FIDE REQUEST PROCESS**

- 3.1. Sprint shall promptly consider and analyze CLEC requests for unbundled network elements included in this Agreement that are not currently developed by Sprint, network information that is reasonably required to determine what unbundled network elements it needs to serve a particular customer or development of and changes to Sprint work processes related to ordering, provisioning or installation of unbundled network elements with the submission of a Bona Fide Request ("BFR") hereunder.

- 3.2. A BFR shall be submitted in writing on the Sprint Standard BFR Form and shall include a clear technical description of each request.
- 3.3. CLEC may cancel a BFR at any time, but shall pay all reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 3.4. Within ten (10) calendar days of its receipt, the Sprint shall acknowledge receipt of the BFR.
- 3.5. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, the Sprint shall provide to CLEC a preliminary analysis of such BFR.
- 3.6. Upon receipt of the preliminary analysis, CLEC shall, within thirty (30) calendar days, notify Sprint, in writing, of its intent to proceed or not to proceed.
- 3.7. Sprint shall promptly proceed with the BFR upon receipt of written authorization from CLEC. When it receives such authorization, Sprint shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 3.8. As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, Sprint shall provide to CLEC a BFR Quote which will include, at a minimum, a description of each service, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 3.10. If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B of this Agreement. individual case basis pricing
- 3.11. Individual Case Basis (ICB) pricing will be provided by Sprint upon request from the CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 3.12. Sprint will process ICB Pricing requests upon receipt from the CLEC. Sprint will provide CLEC a price quote within thirty (30) business days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) business days from the receipt of the request.

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

- 4.1. Sprint will offer unbundled access to the network interface device element (NID).

The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.

- 4.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 4.3. 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 with each loop. If additional NID terminations are required, CLEC may request them pursuant to the process detailed in the Bona Fide Request Section herein.
- 4.4. Sprint will provide CLEC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Table One will apply.
- 4.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 4.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to 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.
- 4.7. When requested, Sprint will provide NIDs separately from loops for a separate price as shown in Table 1. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table 1.

## **5. LOOP**

- 5.1. Sprint will provide CLEC access to Local Loops as defined in Part A including Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. The following section includes the terms and conditions for Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops is contained in Section 53.
- 5.2. At CLEC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch. To the extent CLEC requests testing that would require Sprint to purchase new equipment, establish new procedures, or make systems modifications, CLEC will

compensate Sprint for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in section 53.

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

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

5.2.3. Sprint will charge CLEC at the rates set out on Table One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC end user's side of the Demarcation Point.

### 5.3. Analog Loop Capabilities

5.3.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the CLEC's end user's premises. CLEC shall not install equipment on analog Loops that exceeds the specified bandwidth.

5.3.2. Sprint will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops and FTTC Loops, based on available facilities.

### 5.4. Digital Loops

5.4.1. Sprint will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which CLEC may deploy advanced services. Deployment of advanced services over digital loops by CLEC will be consistent with the terms and conditions contained in Section 44.8. On digital Loops, Sprint will only provide electrical continuity and line balance.

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

5.4.3. 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.

## 5.5. Non-Standard Digital Loops

5.5.1. If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 44.4 are applicable.

## 5.6. DS1 Loops

5.6.1. Subject to the cap in Section 44.6.2, Sprint will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.

5.6.2. CLEC may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops. If CLEC has more than ten DS1 loops to a single building CLEC will transition any DS1 loops in excess of ten to another service within 90 days.

5.6.3. For a 12-month period beginning on March 11, 2005, any DS1 loop UNEs that CLEC leases from Sprint, but which Sprint is not obligated to unbundle pursuant to Sections 44.6.1 and 44.6.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS1 loops back to March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

5.6.4. Where Sprint is not required to provide unbundled DS1 loops pursuant to Sections 44.6.1 and 44.6.2, CLEC may not obtain new DS1

loops as UNEs.

5.6.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 loops for the identified wire centers 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 loops leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

5.6.5.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

## 5.7. DS3 Loops

5.7.1. Subject to the cap described in Section 44.7.2, Sprint shall provide CLEC with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 business lines and at least four fiber-based collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.

5.7.2. CLEC may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops. If CLEC has more than one DS3 loops to a single building CLEC will transition any DS3 loops in excess of one to another service within 90 days.

5.7.3. For a 12-month period beginning on March 11, 2005, any DS3 loop UNEs that CLEC leases from Sprint of that date, but which Sprint is not obligated to unbundle pursuant to Sections 44.7.1 and 44.7.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS3 loops back to March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the

twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

5.7.4. Where Sprint is not required to provide unbundled DS3 loops pursuant to Sections 44.7.1 and 44.7.2, CLEC may not obtain new DS3 loops as UNEs.

5.7.5. If Sprint identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 loops for the identified wire centers 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 loops leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

5.7.5.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

## 5.8. Adherence to National Industry Standards

5.8.1. 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.

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

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

- 5.8.2.2. Is approved by an industry standards body, the FCC, or any state commission or;
- 5.8.2.3. Has been successfully deployed by any CLEC without significantly degrading the performance of other services.
- 5.8.2.4. Where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under paragraph 44.8.2.3, the burden is on CLEC to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 5.8.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 5.8.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 44.8.2, the degraded service shall not prevail against the newly deployed technology.
- 5.8.5. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 5.8.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 5.8.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
  - 5.8.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
  - 5.8.7.2. 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.

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

5.8.7.4. As an alternative to Section 44.8.7.1, 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.

## 5.9. Information to be Provided for Deployment of Advanced Services

5.9.1. Upon request, Sprint shall provide to CLEC:

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

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

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

5.9.2. 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:

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

5.9.2.2. 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);

5.9.2.3. 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.

5.10. Hybrid Loops. Sprint will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below. Sprint is not required to provide unbundled access to the packet switched features, functions, and

capabilities of its Hybrid Loops.

5.10.1. When CLEC requests access to a Hybrid Loop for the provision of narrowband services, Sprint will

5.10.1.1. Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.* equivalent to DS0 capacity) using time division multiplexing, or

5.10.1.2. Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

## 5.11. Fiber Loops

### 5.11.1. Dark Fiber Loops

5.11.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

5.11.1.2. Sprint is not required to provide CLEC with access to dark fiber loop on an unbundled basis.

5.11.1.3. For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs that CLEC leases from Sprint as of March 11, 2005 shall be available for lease from Sprint at the rate on Table One. The charges for dark fiber loop are subject to true-up retroactive to March 11, 2005 regardless of when this Agreement is effective. CLEC may not obtain new dark fiber loops as UNEs.

5.11.1.4. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By September 10, 2006, CLEC must transition the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Loops to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

## 5.12. FTTH and FTTC Fiber Loops

5.12.1. New builds. Sprint will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Sprint has deployed a FTTH or FTTC Loop to an end-user customer premise that previously has not been served by any loop facility.

5.12.2. Overbuilds. Sprint will not provide non-discriminatory access to

FTTH Loop or FTTC Loop on an unbundled basis when Sprint has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:

5.12.2.1. Sprint will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Sprint has retired the Copper Loop as set forth below.

5.12.2.2. If Sprint deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, Sprint will restore the Copper Loop to serviceable condition upon request.

5.12.2.3. If Sprint deploys FTTH Loop or FTTC Loop and retires the existing Copper Loop, Sprint will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop.

5.12.2.4. Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop Sprint will comply with the notice requirements set forth in 251(c)(5) of the Act, Sections 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.

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

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

5.13.2. CLEC must specify on the order form whether each Loop should be tagged and labeled.

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

## **6. SUBLOOPS**

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

6.2. Sprint is not required to provide CLEC access to dark fiber subloops.

- 6.3. Copper Subloops. Sprint will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Sprint's outside plant, including inside wire owned or controlled by Sprint, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the copper loop. Sprint is not obligated to offer feeder loop plant as a stand-alone UNE.
- 6.3.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.
- 6.4. Multiunit premises wiring. Sprint will make available to CLEC access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Sprint at a multiunit customer premises between the minimum point of entry and the point of demarcation.
- 6.4.1. An accessible terminal is any point in Sprint's network where a technician can access the wire within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.
- 6.4.2. Upon request for interconnection at a multiunit premises where Sprint owns, controls, or leases wiring, Sprint will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.
- 6.5. Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 6.6. Deployment of advanced services by CLEC over subloops will be in accordance with the terms included in 44.8 and 44.9 of this section.
- 6.7. 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.

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

- 7.1. 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.

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

- 8.1. Sprint shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.
- 8.2. Information provided to the CLEC will not be filtered or digested in a manner that would affect the CLEC's ability to qualify the loop for advanced services.
- 8.3. Sprint shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.
- 8.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLEC.
- 8.5. Sprint may provide the requested Loop Make-Up Information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. - fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.
- 8.6. If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:
  - 8.6.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
  - 8.6.2. If Sprint undertakes Loop Make-Up Information activity to

determine the reason for such failure, CLEC will be charged a Loop Make-Up Information Charge; and

- 8.6.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 53.3 of this Agreement.

## **9. LOCAL CIRCUIT SWITCHING**

### **9.1. DS0 Capacity (i.e. mass market)**

- 9.1.1. Sprint is not required to provide access to local circuit switching on an unbundled basis to CLEC for the purpose of serving end-user customers using DS0 capacity loops.

- 9.1.2. CLEC shall migrate its embedded base of end-user customers off of the unbundled local circuit switching element, including local circuit switching provided as part of UNE-P, to an alternative arrangement within 12 months of March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. CLEC must have completed the transition of the UNEs to alternative facilities or arrangements by the end of the twelve month period. If CLEC fails to submit the necessary orders, Sprint will convert the UNE-P to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

- 9.1.3. Notwithstanding the above section, for a 12-month period from March 11, 2005, Sprint shall provide access to local circuit switching, including local circuit switching provided as part of UNE-P, on an unbundled basis for CLEC to serve its embedded base of end-user customers. The price for unbundled local circuit switching, including local circuit switching provided as part of UNE-P, obtained pursuant to this section is set forth on Table One. CLEC will true-up the rates paid for local circuit switching, including local circuit switching provided as part of UNE-P, back to March 11, 2005. CLEC may not obtain new local circuit switching as an unbundled network element.

- 9.2. Elements related to the local circuit switching element will made available on an unbundled basis to CLEC to the extent that CLEC is entitled to unbundled local circuit switching as set forth above.

- 9.2.1. Sprint will provide CLEC with non-discriminatory access to signaling, call-related databases and common transport facilities on an unbundled basis, to the extent that Sprint is required to provide unbundled local circuit switching as set forth above.

- 9.3. Sprint is not required to provide local switching under this Section for switching

used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

- 9.4. Sprint is not required to provide access to local circuit switching on an unbundled basis to requesting carriers using DS1 capacity and above.

## **10. DEDICATED TRANSPORT**

- 10.1. Sprint shall provide CLEC with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Sprint's wire centers or switches and another of Sprint's wire centers or switches. A route between two points (*e.g.*, wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (*e.g.*, wire center or switch "X"). Transmission paths between identical end points (*e.g.*, wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

- 10.1.1. Sprint is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of Sprint wire centers (*i.e.* entrance facilities). Further, Sprint is not obligated to provide DSO or OC-N and above Dedicated Transport facilities as a UNE.

- 10.2. Dedicated DS1 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS1 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

- 10.2.1. Sprint shall unbundle DS1 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 wire centers. As such, Sprint will unbundle DS1 transport if a wire center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center.

- 10.2.2. CLEC may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

- 10.2.3. For a 12-month period beginning on March 11, 2005, any DS1 dedicated transport UNE that CLEC leases from Sprint as of that date, but which Sprint is not obligated to unbundle pursuant to Sections 10.2.1 and 10.2.2, shall be available for lease from Sprint at the rates on Table One. CLEC will true-up the rates paid for DS1 dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled DS1 transport pursuant Sections 10.2.1 and 10.2.2, CLEC may not obtain new DS1 transport as unbundled network elements as of March 11, 2005. CLEC must submit the necessary orders to convert these UNEs to an

alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

10.2.4. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS1 Dedicated Transport for the identified routes 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 Dedicated Transport leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

10.2.4.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS1 Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

10.3. Dedicated DS3 transport shall be made available to CLEC on an unbundled basis as set forth below. Dedicated DS3 transport consists of Sprint interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

10.3.1. Sprint shall unbundle DS3 transport between any pair of Sprint wire centers except where, through application of tier classifications defined in this Agreement, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, Sprint will unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.

10.3.2. CLEC may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

10.3.3. For a 12-month period beginning on March 11, 2005, any DS3 dedicated transport UNE that CLEC leases from Sprint as of that date, but which Sprint is not obligated to unbundle pursuant to sections 10.3.1 and

10.3.2, shall be available for lease from the incumbent LEC at the rate on Table One. CLEC will true-up the rates paid for DS3 dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled DS3 transport pursuant to sections 10.3.1 and 10.3.2, CLEC may not obtain new DS3 transport as unbundled network elements. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of March 11, 2005. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

10.3.4. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new DS3 Dedicated Transport for the identified routes 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 Dedicated Transport leased from Sprint on the date of the notice shall be available for a 12-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

10.3.4.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within twelve months of the above notice date. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the DS3 Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

#### 10.4. Technical Requirements for DS1 and DS3 Dedicated Transport

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

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

10.4.1.2. Where Sprint has technology available, Sprint shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems,

SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

## 10.5. Dedicated Dark Fiber Transport

### 10.5.1. General Rules and Definition

10.5.1.1. Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Sprint, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

10.5.1.2. Sprint will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:

10.5.1.2.1. Sprint shall unbundle dark fiber transport between any pair of Sprint Wire Centers except where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. Sprint will unbundle dark fiber transport if a wire center on either end of a requested route is a Tier 3 wire center.

10.5.1.2.2. Beginning on March 11, 2005 and for an 18-month period, any dark fiber transport UNE that CLEC leases from Sprint, where Sprint is not obligated to provide unbundled dark fiber transport, shall be available at the rates on Table One. CLEC will true-up the rates paid for dark fiber dedicated transport back to March 11, 2005. Where Sprint is not required to provide unbundled dark fiber transport, CLEC may not obtain new dark fiber transport as a UNE.

10.5.1.2.3. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of March 11, 2005. By September 10, 2006, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for

the work performed by Sprint on behalf of CLEC.

10.5.1.3. If Sprint identifies routes in addition to those listed on Exhibit A that exceed the threshold, Sprint will provide CLEC notice in accordance with the notice provisions of this Agreement. CLEC shall not be able to order new Dark Fiber Dedicated Transport for the identified routes 30 days after the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any Dark Fiber Dedicated Transport leased from Sprint on the date of the notice shall be available for a 18-month period from the date of the notice at a rate equal that is 115% of rate CLEC paid on the date of the notice.

10.5.1.3.1. CLEC must submit the necessary orders to convert these UNEs to an alternative service arrangement within eighteen months of the above notice date. Sprint will issue a credit to CLEC for the service order/conversion charge in Table One for orders submitted prior to December 11, 2005. By the end of the twelve month period, CLEC must have transitioned the UNEs to alternative facilities or arrangements. If CLEC fails to submit the necessary orders, Sprint will convert the Dark Fiber Dedicated Transport to comparable access services. Sprint will assess the conversion charge and a management fee for the work performed by Sprint on behalf of CLEC.

#### 10.5.1.4. Fiber Availability

10.5.1.5. Spare fibers in a sheath are not considered available if Sprint has plans to put the fiber in use within the current year or the following year.

10.5.1.6. Sprint will also maintain fibers to facilitate maintenance, rearrangements and changes. Sprint will generally reserve 8% of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.

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

#### 10.5.2. Interconnection Arrangements

10.5.2.1. Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by CLEC to locate the optical electronic equipment necessary to "light" leased Dark Fiber.

10.5.2.2. The CLEC that requests Dark Fiber must be able to connect to the Sprint fiber by means of fiber patch panel.

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

10.5.2.4. Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of the CLEC.

#### 10.5.3. Dark Fiber Application and Ordering Procedure

10.5.3.1. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that Sprint determine the availability of Dark Fiber between the CLEC-specified locations. See Table One for application fee amount.

10.5.3.2. Within twenty (20) business days of receipt of DFA, Sprint will provide CLEC with a response regarding fiber availability and price.

10.5.3.2.1. If Dark Fiber is not available, Sprint will notify CLEC of the DFA rejection.

10.5.3.2.2. CLEC will follow the Dispute Resolution Process outlined in Part B of this Agreement if CLEC wishes to contest the rejection.

10.5.3.3. If Dark Fiber is available, CLEC will notify Sprint of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) business days of receipt of quote. Sprint will reserve the requested Dark Fiber for the CLEC during these ten (10) business days. If, however, CLEC does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.

10.5.3.4. After ten (10) business days of receipt of the price quote, if CLEC has not accepted, CLEC must submit another DFA and application fee.

10.5.3.5. The CLEC will submit a firm order for Dark Fiber via an access service request (ASR).

10.5.3.6. By submitting the Dark Fiber firm order, the CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.

10.5.3.7. Due Date. Sprint will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLEC. Billing of the monthly recurring and non-recurring charges will begin upon completion of Dark Fiber order. Sprint will allow CLEC to extend due date for firm order completion up to sixty (60) business days from the date Sprint receives firm order from CLEC. This extended due date must be specified on the firm order.

10.5.3.7.1. Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:

10.5.3.7.1.1. CLEC cancels firm order before the established due date. If this occurs, CLEC agrees to reimburse Sprint for all costs incurred to date; or

10.5.3.7.1.2. a third party submits firm order for same Dark Fiber. If this occurs, CLEC must begin compensating Sprint for monthly recurring and non-recurring charges in order to reserve fiber, once Sprint is able to provide Dark Fiber to CLEC.

#### 10.5.4. Maintenance and Testing

- 10.5.4.1. Sprint is only responsible for maintaining the facilities that it owns.
- 10.5.4.2. Sprint will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
- 10.5.4.3. For meet point arrangements, Sprint will conduct cooperative testing with another carrier at CLEC's request. Additional rates and charges will apply.
- 10.5.4.4. Sprint does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- 10.5.4.5. Sprint is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLEC requirements.

#### 10.5.5. Rules for Take Back

- 10.5.5.1. Sprint reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- 10.5.5.2. Sprint will provide CLEC twelve (12) months written notice prior to taking back fiber.
- 10.5.5.3. If multiple CLECs have leased fiber within a single sheath, Sprint will take back the fiber that was the last to be leased.
- 10.5.5.4. Sprint will provide the CLEC with alternative transport arrangements when Sprint takes back working fiber.
- 10.5.5.5. The Dispute Resolution Procedures found in Part B of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

### 11. COMMINGLING

- 11.1. For the purpose of this section, wholesale services includes both services CLEC procures for resale pursuant to 251(c)(4) and exchange access service purchased from Sprint's access tariffs.
- 11.2. CLEC may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Sprint, subject to section 52.4.4. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint subject to section 41. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and wholesale

rates for the same component. Wholesale service rates will be per the appropriate tariff, including any applicable resale discounts pursuant to this Agreement.

## **12. LINE SPLITTING**

### **12.1. Line Splitting**

12.1.1. Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.

12.1.2. Whenever CLEC purchases the unbundled loop, CLEC shall control the entire loop spectrum.

12.1.3. Sprint shall institute procedures to allow CLEC or another carrier to order HFS data capabilities on a UNE loop.

12.2. When either CLEC or the other carrier orders Line Splitting using CLEC's OCN, CLEC will be billed the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Sprint will bill the other carrier for the Line Splitting charges.

## **13. UNE COMBINATIONS**

13.1. CLEC may order UNEs either individually or in the combinations, including EEL as specifically set forth in this Section of the Agreement.

### **13.2. General Terms and Conditions**

13.2.1. Sprint will allow CLEC to order each UNE individually in order to permit CLEC to combine UNEs with other UNEs obtained from Sprint as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network. Upon request, Sprint will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Sprint's network, if the requested 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. CLEC will compensate Sprint the costs of work performed to combine the requested UNEs.

13.2.2. CLEC may Commingle an unbundled network element or combination of UNEs with access services purchased from Sprint. Upon request, Sprint will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Sprint.

CLEC will compensate Sprint the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. Each component of the commingled facility, either UNE or access service, will be billed at the UNE or access service rate for that component, plus applicable non-recurring charges. Sprint will not ratchet price individual components; that is, Sprint will not reflect a combination of UNE and access rates for the same component. Access service rates will be per the appropriate tariff. Sprint will provide CLEC access to EEL as provided in 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 41 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

13.2.3. The provisioning of EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.

### 13.3. Specific Combinations and Pricing

13.3.1. In order to facilitate the provisioning of EELs, Sprint shall support the ordering and provisioning of this specific combination as set forth below.

### 13.4. Sprint Offers the Following Combinations of Network Elements

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

13.4.1.1. Sprint will continue to provide existing combinations of the NID, Loop, Local Circuit Switching, Local Switch Port, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P, to the extent Sprint is required to provide unbundled local switching as set forth in Section 9 above, at the applicable recurring charges and non-recurring charges as specified in Table One for VOICE UNE-P plus the applicable Service Order Charge until March 10, 2006. Sprint will also bill CLEC for applicable Usage Data Recording and Transmission Charges as indicated in Table One.

13.4.1.2. 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 reflected in Table One. 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.

- 13.4.1.3. Reciprocal compensation for UNE-P Local Traffic and ISP-Bound Traffic that originates and terminates within the same switch shall be on a bill and keep basis.
  - 13.4.1.4. 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. Sprint will bill CLEC at the rate set forth in Table 1 for these records.
  - 13.4.1.5. 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 as the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 41 of this Agreement. Sprint will bill CLEC at the rate set forth in Table 1 for these records.
- 13.4.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.
- 13.4.2.1. Sprint will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, where Sprint is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. The applicable recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges. Sprint will cross-connect unbundled 2 or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's end users.
  - 13.4.2.2. Multiplexing shall be provided as necessary as part of Dedicated Transport.
- 13.4.3. In order to obtain the EEL combinations below, a requesting CLEC must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. For existing EELs, CLEC must recertify compliance with the EELs criteria within 30 days of the Effective Date of this Agreement. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the

services in this section. Sprint will offer the following EEL Combinations:

- 13.4.3.1. Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.
- 13.4.3.2. Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service.
- 13.4.3.3. Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.
- 13.4.3.4. Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service.
- 13.4.3.5. Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.
- 13.4.3.6. Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service.
- 13.4.3.7. Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.
- 13.4.3.8. Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.
- 13.4.3.9. Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

#### 13.4.4. EEL Eligibility Criteria

- 13.4.4.1. CLEC must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, CLEC must have complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served;
- 13.4.4.2. The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
  - 13.4.4.2.1. Each circuit to be provided to each CLEC customer must be assigned one local number prior to the provision of service over the circuit;
  - 13.4.4.2.2. Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has at least 28 local voice numbers assigned to it;

- 13.4.4.2.3. Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;
- 13.4.4.2.4. Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements:
  - 13.4.4.2.4.1. a collocation established pursuant to section 251(c)(6) of the Act and located at Sprint's premises within the same LATA as the CLEC's customer's premises, when Sprint is not the collocator; or
  - 13.4.4.2.4.2. a collocation located at a third party's premises within the same LATA as the CLEC's customer's premises, when Sprint is the collocator.
  - 13.4.4.2.4.3. For each 24 DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service interconnection trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an interconnection arrangement with Sprint for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and
  - 13.4.4.2.4.4. Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- 13.4.4.3. Sprint has the right, upon thirty (30) Days notice, to audit CLEC's compliance with the service eligibility criteria defined by the FCC and as set forth above. Sprint will hire and pay for an independent auditor to perform the audit. CLEC will reimburse Sprint if the audit report concludes that CLEC failed to comply with the service eligibility criteria. Sprint may request one audit in a calendar year. In the instance of non-compliance, CLEC shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to Sprint's audit rights in Part B of this Agreement.

## **14. MODIFICATIONS TO SPRINT'S EXISTING NETWORK**

### **14.1. Modifications to Unbundled Loop**

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

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

14.1.1.2. Sprint is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to end user customer provided equipment.

### **14.2. Modifications to Dedicated Transport**

14.2.1. Sprint will make routine network modifications to unbundled dedicated transport facilities used by CLEC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLEC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates. Sprint will provide routine network modifications at the rates on Table One or

Sprint will provide a price quote vis the ICB process.

14.2.1.1. In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Sprint regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable CLEC to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

#### 14.3. Loop Conditioning

14.3.1. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Sprint will condition loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table One. Sprint recommends that CLEC utilize the Loop Make-Up process in Section 47 prior to submitting orders for loops intended for advanced services.

### **Add the following new Part:**

#### **15. CALL-RELATED DATABASES**

15.1. Sprint will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.

15.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Sprint's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a CNAM response.

- 15.1.2. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. 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.
- 15.1.3. Local Number Portability Local Routing Query Service. 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.
- 15.1.3.1. CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, 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.
- 15.1.3.2. 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.

**Add to Part F of Agreement:**

## 16. SIGNALING NETWORK INTERCONNECTION

- 16.1. Sprint will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to Sprint's STPs via "A" links or for CLEC's "B or D" links which are dedicated to the transport of signaling for local interconnection.
- 16.2. Signaling Systems
  - 16.2.1. Signaling Link Transport
    - 16.2.1.1. 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.
    - 16.2.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.
  - 16.2.2. Signaling Transfer Points (STPs)
    - 16.2.2.1. STPs provide functionality that enable the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.
- 16.3. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Sprint SS7 network. These functions include:
  - 16.3.1. Sprint Local Switching or Tandem Switching;
  - 16.3.2. Sprint Service Control Points (SCPs)/Databases if arranged for under separate agreements;
  - 16.3.3. Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and
  - 16.3.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.
- 16.4. 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:
  - 16.4.1. An A-link interface from CLEC local switching systems; and
  - 16.4.2. B- or D-link interface from CLEC STPs.
  - 16.4.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
    - 16.4.3.1. An A-link layer shall consist of two links,
    - 16.4.3.2. A B- or D-link layer shall consist of four links,

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

**Add new Part:**

**17. LINE SHARING**

17.1. General Terms

17.1.1. Under this Agreement, Sprint will not provide access to the HFPL for line sharing by CLEC except pursuant to the following terms and conditions.

17.1.2. For HFPLs that are in service prior to October 2, 2003, Sprint will continue to bill HFPL at the rate that was effective for that arrangement on October 2, 2003 as long as that HFPL remains in service to the particular CLEC end-user premises.

17.1.3. For HFPL ordered October 2, 2003 to October 1, 2004 and remaining in service to the particular CLEC end-user premises during the period October 2, 2004 and October 1, 2005, the rate billed for HFPL will be 50% of the xDSL capable UNE Loop rate found in Table 1.

17.1.4. For HFPL ordered October 2, 2003 to October 1, 2004 and remaining in service to the particular CLEC end-user premises during the period October 2, 2005 and October 1, 2006, the rate billed for HFPL will be 75% of the xDSL capable UNE Loop rate found in Table 1.

17.1.5. After October 1, 2006, CLEC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.

17.2. Sprint Line Sharing provided HFPL to CLEC 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.

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

- 17.4. Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE digital loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided retail voice service terminates; if:
- 17.4.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and
  - 17.4.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).
- 17.5. 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.
- 17.6. Deployment and Interference
- 17.6.1. In providing services utilizing the HFPL, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
  - 17.6.2. For any technology, CLEC represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plant, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue service if CLEC violates this provision. The 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.

**GENERAL:**

Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

This Amendment No. 2 executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Amendment No. 2 to be executed by its duly authorized representatives.

**“Sprint”**

**“CLEC”**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name  
(typed): William E Cheek  
\_\_\_\_\_

Name: Rick Derr  
\_\_\_\_\_

Title: AVP Strategic Sales and Account  
Management  
\_\_\_\_\_

Title: President  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Add the following new: Exhibit A

**Exhibit A – TRRO Wire Center Thresholds  
As of April 22, 2005**

**LOOPS**

**Wire Centers exceeding the UNE Loop DS1 Threshold (60,000 Business Access Lines and 4 fiber based collocators)**

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
NV	West 6	LSVGNVXK

**Wire Centers exceeding the UNE Loop DS3 Threshold (38,000 Business Access Lines and 4 fiber-based collocators)**

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
NV	Main	LSVGNVXB
NV	South 5	LSVGNVXG
NV	West West	LSVGNVXW

**TRANSPORT**

**Tier 1 Wire Centers for UNE Dedicated Transport**

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>		<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
FL	Altamonte Springs	ALSPFLXA		NV	West 6	LSVGNVXK
FL	Fort Myers	FTMYFLXA		NV	South 6	LSVGNVXL
FL	Maitland	MTLDFLXA		NV	South South	LSVGNVXV
FL	Tallahassee	TLHSFLXA		NV	West West	LSVGNVXW
FL	Winter Park	WNPKFLXA		TN	Bristol	BRSTTNXA
NV	Main	LSVGNVXB		TN	Johnson City	JHCYTNCX
NV	South 5	LSVGNVXG		TN	Kingsport	KGPTTNXA

**Tier 2 Wire Centers for UNE Dedicated Transport**

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
FL	Goldenrod	GLRDFLXA
FL	Lake Brantley	LKBRFLXA
FL	Tallahassee	TLHSFLXD
MO	Jefferson City	JFCYMOXA
NV	East 1	LSVGNVXR
NC	Fayetteville	FYVLNCXA
NC	Rocky Mount	RCMTNCXA

**All other Sprint Wire Centers are currently considered Tier 3 Wire Centers for UNE Dedicated Transport**

**Table One of the Agreement, is hereby deleted and replaced in its entirety with the following**

Table One

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY:	NEBRASKA	3/11/2005
MRC	NRC			
		<b>RESALE DISCOUNTS</b>		<b>MRC NRC</b>
		Other than Operator / DA	13.42%	
		Op Assist / DA	8.27%	
		<b>USAGE FILE CHARGES</b>		<b>MRC NRC</b>
UF01		Message Provisioning, per message	\$0.00307	
UF02		Data Transmission, per message	\$0.00000	
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		<b>OTHER CHARGES</b>		<b>MRC NRC</b>
	UP026	Temporary Suspension of Service for UNE-P / Resale - <b>SUSPEND</b>		\$0.00
	UP027	Temporary Suspension of Service for UNE-P / Resale - <b>RESTORE</b>		\$21.00
	UP028	PIC Change Charge, per change		Per Tariff
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		<b>UNE LOOP, TAG &amp; LABEL / RESALE TAG &amp; LABEL</b>		<b>MRC NRC</b>
	OC015	Tag and Label on a new install loop or resale		\$4.89
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$9.78
	OC014	Tag and Label on an add'l loop or resale on the same order at the same location		\$3.91
		<b>TRIP CHARGE</b>		<b>MRC NRC</b>
	OC003	Trip Charge		\$19.75
		<b>RATE ELEMENT</b>		
		<b>SERVICE ORDER / INSTALLATION / REPAIR</b>		<b>MRC NRC</b>
	SO001	Manual Service Order NRC		\$20.87
	SO002	Manual Service Order - Listing Only		\$20.87
	SO003	Manual Service Order - Change Only		\$20.87
	SO004	Electronic Service Order (IRES)		\$11.52
	SO005	Electronic Service Order - Listing Only		\$11.52
	SO006	Electronic Service Order - Change Only		\$11.52
	OC008	2-Wire Loop Cooperative Testing		\$42.04
	OC009	4-Wire Loop Cooperative Testing		\$51.82
	OC010	Trouble Isolation Charge		\$64.90
	OC016	Change Telephone Number, per change		\$16.05
	OC017	LNP Coordinated Conversion - Lines 1 -10		\$50.19
	OC018	LNP Coordinated Conversion - Each additional line		\$4.50

	OC023	LNP Conversion - 10 Digit Trigger		\$0.00
		<b>UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)</b>		
	OC021	DS1 Loop, per circuit		\$97.46
	OC021	DS1 Transport, per circuit		\$97.46
	OC022	DS3 Loop, per circuit		ICB
	OC022	DS3 Transport, per circuit		ICB
		<b>UNBUNDLED NETWORK ELEMENTS (UNE)</b>		
		<b>PRE-ORDER LOOP QUALIFICATION</b>	<b>MRC</b>	<b>NRC</b>
	PQ001	Loop Make-Up Information		\$13.94
		<b>LOOPS (RATES INCLUDE NID CHARGE)</b>	<b>MRC</b>	<b>NRC</b>
		<b>2-Wire Analog</b>		
AA013		Band 1	\$19.38	
AA014		Band 2	\$70.72	
AA015		Band 3	\$135.70	
	AA002	First Line		\$120.91
	AA003	Second Line and Each Additional Line (same time)		\$56.12
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$73.11
	AA005	Disconnect		\$33.33
		<b>4-Wire Analog</b>		
AA017		Band 1	\$28.48	
AA018		Band 2	\$101.07	
AA019		Band 3	\$192.95	
	AA008	First Line		\$156.98
	AA009	Second Line and Each Additional Line (same time)		\$92.19
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$91.19
	AA011	Disconnect		\$37.54
		<b>2-Wire xDSL - Capable Loop</b>		
AA013		Band 1	\$19.38	
AA014		Band 2	\$44.84	
AA015		Band 3	\$135.70	
	DX009	First Line		\$117.21
	DX002	Second Line and Each Additional Line (same time)		\$52.42
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$71.30
	DD004	Disconnect		\$33.33
		<b>4-Wire xDSL - Capable Loop</b>		
DX010		Band 1	\$28.48	
DX011		Band 2	\$101.07	
DX012		Band 3	\$192.95	
	DX014	First Line		\$151.90
	DX015	Second Line and Each Additional Line (same time)		\$87.10

	Dx016	Re-install (Cut Thru and Dedicated/Vacant)		\$88.70
	Dx017	Disconnect		\$37.54
		<b>2-Wire Digital Loop</b>		
AA013		Band 1	\$19.38	
AA014		Band 2	\$70.72	
AA015		Band 3	\$135.70	
	DD002	First Line		\$174.91
	DD003	Second Line and Each Additional Line (same time)		\$108.87
	DD004	Disconnect		\$33.33
		<b>2-Wire ISDN-BRI Digital Loop</b>		
DD013		Band 1	\$27.70	
DD014		Band 2	\$79.04	
DD015		Band 3	\$144.02	
	DD002	First Line		\$174.91
	DD003	Second Line and Each Additional Line (same time)		\$108.87
	DD004	Disconnect		\$33.33
		<b>4-Wire Digital Loop (no electronics)</b>		
DD017		Band 1	\$28.48	
DD018		Band 2	\$101.07	
DD019		Band 3	\$192.95	
	DD006	First Line		\$251.19
	DD007	Second Line and Each Additional Line (same time)		\$185.15
	DD008	Disconnect		\$37.54
		<b>Digital 56k/64k Loop</b>		
DD021		Band 1	\$81.09	
DD022		Band 2	\$153.68	
DD023		Band 3	\$245.56	
	DD002	First Line		\$174.91
	DD003	Second Line and Each Additional Line (same time)		\$108.87
	DD004	Disconnect		\$33.33
		<b>DS1 Service and ISDN PRI Loop</b>		
DD025		Band 1	\$63.76	
DD026		Band 2	\$136.35	
DD027		Band 3	\$228.23	
	DD010	First Line		\$281.23
	DD011	Second Line and Each Additional Line (same time)		\$215.19
	DD008	Disconnect		\$37.54
		<b>DS3 Service</b>		
HC002	HC001	Add DS3 to existing fiber system	\$1,502.85	\$102.84
	HC003	Disconnect		\$29.48
		<b>LOOP CONDITIONING</b>	<b>MRC</b>	<b>NRC</b>

	LC001	<b>Load Coil Removal</b> for all Digital UNE, Line Sharing and xDSL-Capable loops that are <b>less than 18,000 feet in length - per line conditioned</b> (No Engineering or Trip charges - price reflects 25 pair economies)		<b>\$0.94</b>
	LC002	Conditioning Engineering Charge - per loop		<b>\$46.05</b>
	LC003	Conditioning Trip Charge - per loop		<b>\$19.54</b>
		<b>The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.</b>		
		<b>Load Coil Removal: Loops 18kft or longer</b>		
	LC004	Unload cable pair, per Underground location		<b>\$323.31</b>
	LC005	Unload Addtl cable pair, UG same time, same location and cable		<b>\$3.08</b>
	LC006	Unload cable pair, per Aerial or Buried Location		<b>\$19.36</b>
	LC007	Unload Addtl cable pair, AE or BU, same time, location and cable		<b>\$2.25</b>
		<b>Bridged Tap or Repeater Removal - Any Loop Length</b>		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		<b>\$321.02</b>
	LC013	Remove each Addtl Bridged Tap or Repeater, UG same time, location and cable		<b>\$0.79</b>
	LC014	Remove Bridged Tap or Repeater, per Aerial or Buried Location		<b>\$17.80</b>
	LC015	Remove each Addtl Bridged Tap or Repeater, AE or BU same time, location and cable		<b>\$0.69</b>
		<b>SUB LOOPS (RATES INCLUDE NID CHARGE)</b>	<b>MRC</b>	<b>NRC</b>
		Sub-Loops Interconnection (Stub Cable)		<b>ICB</b>
		<b>2 Wire Voice Grade and Digital Data Distribution</b>		
	SB002	Band 1	<b>\$9.24</b>	
	SB003	Band 2	<b>\$10.68</b>	
	SB004	Band 3	<b>\$17.71</b>	
	SB010	First Line		<b>\$128.04</b>
	SB011	Second Line and Each Additional Line (same time)		<b>\$42.31</b>
	SB012	Disconnect		<b>\$54.04</b>
		<b>4 Wire Voice Grade and Digital Data Distribution</b>		
	SB006	Band 1	<b>\$14.13</b>	
	SB007	Band 2	<b>\$16.17</b>	
	SB008	Band 3	<b>\$26.11</b>	
	SB013	First Line		<b>\$178.02</b>
	SB014	Second Line and Each Additional Line (same time)		<b>\$67.73</b>
	SB015	Disconnect		<b>\$65.78</b>
		<b>DEDICATED INTEROFFICE TRANSPORT</b>	<b>MRC</b>	<b>NRC</b>
DT2	DT004	DS1	<b>Refer to Dedicated Transport Tab</b>	<b>\$124.55</b>
	DT005	DS1 Disconnect		<b>\$19.37</b>

DT3	DT007	DS3	Refer to Dedicated Transport Tab	\$136.34
	DT008	DS3 Disconnect		\$31.16
<b>MULTIPLEXING</b>			<b>MRC</b>	<b>NRC</b>
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$152.81	\$85.68
DT026		Channel Bank Card (per DS0)	\$4.52	
	DT020	DS1-DS0 Disconnect		\$12.32
DT024	DT021	Multiplexing - DS3-DS1 (per DS3)	\$203.71	\$114.63
	DT022	DS3-DS1 Disconnect		\$41.27
<b>UNBUNDLED DARK FIBER</b>			<b>MRC</b>	<b>NRC</b>
	DF007	<b>Dark Fiber Application &amp; Quote Preparation Charge</b>		\$274.62
		Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
		<b>Transport</b>		
DF009		Interoffice, per foot per fiber - Statewide Average	\$0.0187	
		<b>Additional Charges Applicable to Transport</b>		
DF011		Fiber Patch Cord, per fiber	\$0.70	
DF012		Fiber Patch Panel, per fiber	\$0.82	
	DF001	Initial Patch Cord Installation / Disconnect, Field Location		\$25.27
	DF002	Add'l Patch Cord Installation / Disconnect, Field Loc., Same Time/Location		\$8.42
	DF003	Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$200.44
	OC011	Dark Fiber End-to-End Testing, Initial Strand		\$58.96
	OC012	Dark Fiber End-to-End Testing, Subsequent Strand		\$16.84
<b>EEL COMBINATIONS</b>			<b>MRC</b>	<b>NRC</b>
		<b>Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.</b>		
		<b>See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.</b>		
<b>RECIPROCAL COMPENSATION</b>			<b>MRC</b>	<b>NRC</b>
		End Office - per MOU	\$0.007221	N/A
		Tandem Switching - per MOU	\$0.003339	N/A
		Shared Transport - per MOU	\$0.007805	N/A
<b>TRANSIT SERVICE</b>			<b>MRC</b>	<b>NRC</b>
		Transit Service Charge - per MOU	\$0.011144	N/A
<b>DATABASE, available via contract or tariff</b>			<b>MRC</b>	<b>NRC</b>

DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	\$0.03660	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	\$0.01600	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	
		<b>OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)</b>	<b>MRC</b>	<b>NRC</b>
	DA002	Operator and Directory Assistance Services		<b>Refer to Retail Tariff</b>
		<b>911 AND E911 TRANSPORT AND TERMINATION</b>	<b>MRC</b>	<b>NRC</b>
DB011	DB007	911 and E911 Transport - DS1	<b>Refer to Dedicated Transport Tab</b>	<b>\$124.55</b>
		<b>STREET INDEX GUIDE</b>	<b>MRC</b>	<b>NRC</b>
	DB008	SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		<b>\$18.00</b>

LOOP BANDING		NEBRASKA
Exchange Name	CLLI	Band
Scottsbluff	SCTSNEXUDS1	1
Gering	GRNGNEXUDS1	2
Kimball	KMBLNEXUDS1	2
Bayard	BYRDNEXURS1	3
Broadwater	BRWRNEXURS1	3
Chappell	CHPLNEXUDS1	3
Lewellen	LWLNEXURS1	3
Lyman	LYMNNEXURS1	3
Minatare	MNTRNEXURS1	3
Mitchell	MTCHNEXURS1	3
Morrill	MORLNEXURS1	3
Oshkosh	OSHKNEXURS1	3
Potter	PTTRNEXURS1	3

**DEDICATED TRANSPORT RATE SUMMARY  
NEBRASKA**

Route (Exchange to Exchange)		Route (CILLI to CILLI)		Dedicated DS1 Rate	Dedicated DS3 Rate
Originating	Terminating	Originating	Terminating		
Bayard	Gering	BYRDNEXURS1	GRNGNEXUDS1	\$ 708.63	\$ 18,610.37
Bayard	Lyman	BYRDNEXURS1	LYMNNEXURS1	\$ 1,544.18	\$ 41,327.64
Bayard	Minatare	BYRDNEXURS1	MNTRNEXURS1	\$ 1,544.18	\$ 41,327.64
Bayard	Mitchell	BYRDNEXURS1	MTCHNEXURS1	\$ 1,544.18	\$ 41,327.64
Bayard	Morrill	BYRDNEXURS1	MORLNEXURS1	\$ 1,544.18	\$ 41,327.64
Bayard	Scottsbluff	BYRDNEXURS1	SCTSNEUDS1	\$ 640.45	\$ 16,917.24
Gering	Bayard	GRNGNEXUDS1	BYRDNEXURS1	\$ 708.63	\$ 18,610.37
Gering	Lyman	GRNGNEXUDS1	LYMNNEXURS1	\$ 971.91	\$ 26,103.52
Gering	Minatare	GRNGNEXUDS1	MNTRNEXURS1	\$ 971.91	\$ 26,103.52
Gering	Mitchell	GRNGNEXUDS1	MTCHNEXURS1	\$ 971.91	\$ 26,103.52
Gering	Morrill	GRNGNEXUDS1	MORLNEXURS1	\$ 971.91	\$ 26,103.52
Gering	Scottsbluff	GRNGNEXUDS1	SCTSNEUDS1	\$ 68.18	\$ 1,693.13
Lewellen	Oshkosh	LWLNEXURS1	OSHKNEXURS1	\$ 640.45	\$ 16,917.24
Lyman	Bayard	LYMNNEXURS1	BYRDNEXURS1	\$ 1,544.18	\$ 41,327.64
Lyman	Gering	LYMNNEXURS1	GRNGNEXUDS1	\$ 971.91	\$ 26,103.52
Lyman	Minatare	LYMNNEXURS1	MNTRNEXURS1	\$ 903.73	\$ 24,410.39
Lyman	Mitchell	LYMNNEXURS1	MTCHNEXURS1	\$ 903.73	\$ 24,410.39
Lyman	Morrill	LYMNNEXURS1	MORLNEXURS1	\$ 903.73	\$ 24,410.39
Lyman	Scottsbluff	LYMNNEXURS1	SCTSNEUDS1	\$ 903.73	\$ 24,410.39
Minatare	Bayard	MNTRNEXURS1	BYRDNEXURS1	\$ 1,544.18	\$ 41,327.64
Minatare	Gering	MNTRNEXURS1	GRNGNEXUDS1	\$ 971.91	\$ 26,103.52
Minatare	Lyman	MNTRNEXURS1	LYMNNEXURS1	\$ 903.73	\$ 24,410.39
Minatare	Mitchell	MNTRNEXURS1	MTCHNEXURS1	\$ 903.73	\$ 24,410.39
Minatare	Morrill	MNTRNEXURS1	MORLNEXURS1	\$ 903.73	\$ 24,410.39
Minatare	Scottsbluff	MNTRNEXURS1	SCTSNEUDS1	\$ 903.73	\$ 24,410.39
Mitchell	Bayard	MTCHNEXURS1	BYRDNEXURS1	\$ 1,544.18	\$ 41,327.64
Mitchell	Gering	MTCHNEXURS1	GRNGNEXUDS1	\$ 971.91	\$ 26,103.52
Mitchell	Lyman	MTCHNEXURS1	LYMNNEXURS1	\$ 903.73	\$ 24,410.39
Mitchell	Minatare	MTCHNEXURS1	MNTRNEXURS1	\$ 903.73	\$ 24,410.39
Mitchell	Morrill	MTCHNEXURS1	MORLNEXURS1	\$ 903.73	\$ 24,410.39
Mitchell	Scottsbluff	MTCHNEXURS1	SCTSNEUDS1	\$ 903.73	\$ 24,410.39
Oshkosh	Lewellen	OSHKNEXURS1	LWLNEXURS1	\$ 640.45	\$ 16,917.24
Scottsbluff	Bayard	SCTSNEUDS1	BYRDNEXURS1	\$ 640.45	\$ 16,917.24
Scottsbluff	Gering	SCTSNEUDS1	GRNGNEXUDS1	\$ 68.18	\$ 1,693.13
Scottsbluff	Lyman	SCTSNEUDS1	LYMNNEXURS1	\$ 903.73	\$ 24,410.39
Scottsbluff	Minatare	SCTSNEUDS1	MNTRNEXURS1	\$ 903.73	\$ 24,410.39
Scottsbluff	Mitchell	SCTSNEUDS1	MTCHNEXURS1	\$ 903.73	\$ 24,410.39
Scottsbluff	Morrill	SCTSNEUDS1	MORLNEXURS1	\$ 903.73	\$ 24,410.39