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FILED

FEB 14 2000

January 13, 2000

Missouri Public
Service Commission

FILED²

FEB 14 2000

Missouri Public
Service Commission

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
301 West High Street, Suite 530
Jefferson City, MO 65101

Re: In the Matter of the Master Resale Agreement of Sprint Missouri, Inc. d/b/a
Sprint and Logix Communications Case No. 10-2000-508

Dear Mr. Roberts:

Enclosed for filing with the Missouri Public Service Commission is an original and fourteen (14) copies of the Master Network Interconnection and Resale Agreement between Sprint Missouri, Inc. d/b/a Sprint and Logix Communications, which adopts the agreement between Navigator Telecommunications, LLC, (Navigator) and Sprint Missouri, Inc. approved January 22, 1999 by the Missouri Public Service Commission. Since an original copy of the latter agreement is on file with the Commission, we are providing only one additional copy. However, if additional copies are needed by the Commission please let us know.

If you have any questions, please do not hesitate to contact me at (913) 345-7915.

Sincerely,


Linda K. Gardner

LKG:ket

Enclosures

cc: All Counsel of Record (w/ encl.)

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between Logix Communications and Sprint Missouri, Inc., a Missouri Corporation (Sprint), herein collectively, "the Parties", is entered into and effective this 15th day of October, 1999 for the State of Missouri.

NOW THEREFORE, the parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Missouri entered into by and between Sprint and Navigator Telecommunications, LLC, (Navigator) and filed with the Missouri State Commission on the 22nd day of January, 1999 (herein the "Navigator" agreement), amended as follows:

TERM:

This agreement shall be in force until the 1st day of November, 2000.

RATES:

All rates provided under this agreement include the subsequent amendments executed by Sprint and Navigator.

CONDITIONS:

All services provided under this agreement will be consistent with the Rulings of the 8th Circuit Court.

NOTICES:

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

To Logix Communications

John Gray
Logix Communication
3555 NW 58th Street
Oklahoma City, Oklahoma 73112

To Sprint:

Director - Carrier Services
Mailstop: KSFRWB0301
Sprint
4220 Shawnee Mission Parkway
Fairway, KS 66205
Facsimile: 913-624-1325

Copy To:

Sprint
Regional Director - Carrier Markets
Mailstop: KSFRWB0301
Sprint
4220 Shawnee Mission Parkway
Fairway, KS 66205
Facsimile: 913-624-1325

Logix Communications is hereby substituted in the Navigator Agreement for Navigator and Sprint is substituted for Company. The Agreement shall be modified as identified above and in all other respects the Navigator Agreement shall remain unchanged.

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

Sprint Missouri, Inc.

Logix Communications Corporation

By: 

Name: Gregg H. Brown
Title: Regional Director

Date: 9/23/99

By: 

Name: William Hoffman
Title: President and Chief Operating Officer

Date: 9.21.99

ATTACHMENT: Interconnection and Resale Agreement for the State of Missouri entered into by and between Sprint and Navigator Communications LLC, filed with the Missouri State Commission on the 22nd day of January, 1999.



FILED²
FEB 14 2000
Missouri Public
Service Commission
TO-2000-508

**MASTER INTERCONNECT
AND RESALE AGREEMENT**

FOR THE STATE OF MISSOURI

November 1, 1998

by and between:

Sprint Missouri, Inc.

and

Navigator Telecommunications, LLC.

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PART A

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into November 1, 1998 is entered into by and between Navigator Telecommunications, LLC. ("CLEC"), a Arkansas corporation, and Sprint Missouri, Inc. ("Sprint"), a Missouri corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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

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

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

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Missouri Public Service Commission (the "Commission");

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

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. This PART A sets forth the general

terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Local Resale
- III. Network Elements
- IV. Interconnection
- V. Collocation
- VI. Rights of Way
- VII. Number Portability
- VIII. General Business Requirements
- IX. Reporting Standards

1.2 Sprint shall not discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder without providing CLEC thirty (30) days' prior written notice of such discontinuation of such service, element or arrangement. Sprint agrees to cooperate with CLEC with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

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

1.4 The services and facilities to be provided to CLEC by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint tariffs and then current practices. Should there be a conflict between the terms of this Agreement and any such tariffs and practices, the terms of the tariff shall control to the extent allowed by law or Commission order.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction

over this Agreement and to make any required tariff modifications in their respective tariffs, if any. CLEC shall not order services under this Agreement before Approval Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

2.2 Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered, allowed or directed by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of the Commission or the FCC, in the exercise of their respective jurisdictions whether said changes or modifications result from an order issued on an appeal of the decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, a tariff proceeding, a costing/pricing proceeding, or an arbitration proceeding conducted by the Commission or FCC which applies to Sprint or in which the Commission or FCC makes a generic determination) to the extent that CLEC had the right and/or opportunity to participate in said proceeding (regardless of whether CLEC actually participates.). Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

2.3 In the event Sprint is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Sprint shall make reasonable efforts to provide to CLEC its proposed tariff prior to such filing. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.

2.4 The Parties intend that any additional services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

Section 3. Term and Termination

3.1 This Agreement shall be deemed effective upon the Approval Date. No order or request for services under this Agreement shall be processed until this Agreement is so approved unless otherwise agreed to, in writing by the Parties.

3.2 Except as provided herein, Sprint and CLEC agree to provide service to each other on the terms defined in this Agreement Until November 1, 2000, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

3.3 Either party may terminate this Agreement at the end of the term by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date of termination. In the event of such termination pursuant to this Section 3.3, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either (a) a new agreement executed by the Parties, or (b) standard interconnection terms and conditions contained in Sprint's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC.

3.4 In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

- a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
- b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

3.5 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to

any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

3.6 If Sprint sells or trades substantially all the assets used to provide Telecommunications Services, Local Interconnection, or Network Elements in a particular exchange or group of exchanges Sprint may terminate this Agreement in whole or in part as to a particular exchange or group of exchanges upon sixty (60) days prior written notice.

Section 4. Charges and Payment

4.1 In consideration of the services provided by Sprint under this Agreement, CLEC shall pay the charges set forth in Attachment I subject to the provisions of Section 2.3 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Attachment VIII.

4.2 In addition to any other applicable charges under this Section 4 and Attachment I, if CLEC purchases unbundled Local Switching elements, CLEC shall pay Sprint:

4.2.1 for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate access charges comparable to those listed in 4.2.1 above and any explicit intrastate universal service mechanism based on access charges.

4.3 A courtesy call will be made to the CLEC on day 32 to remind them of their past due account balance and receive a commitment to make payment within the next 12-15 days. A confirmation letter is also sent to CLEC to reinforce the payment arrangements which are agreed to.

4.4 A notice will be sent to the CLEC on day 45 informing them that unless full payment is received within the next 15 days Sprint will not accept orders for Telecommunications Services, Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from CLEC while any past due, undisputed charges remain unpaid.

4.5 If the CLEC account remains outstanding on day 61, a 2nd notice will be sent informing the CLEC that new order processing has been suspended and unless payment is received by day 90 service suspension is possible. Sprint shall notify the State Commission of the situation and the collection efforts being utilized.

- 4.6 If the CLEC account remains outstanding on day 85, CLEC shall, at its sole expense, notify its end users and the Commission that their service may be disconnected for CLEC's failure to pay its delinquent balance to Sprint, and that its end users must affirmatively select a new local service provider within five (5) days and notify CLEC of that selection. The notice shall also advise the end user that Sprint will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.
- 4.7 If any CLEC charges remain unpaid or undisputed ninety-one (91) days past the due date, Sprint shall disconnect service to CLEC and transfer all CLEC end users who have not selected another local service provider directly to Sprint's service. These end users shall receive the same services provided by Sprint through CLEC at the time of transfer and shall be assessed Sprint's then current rates for the services. Sprint shall inform the Commission of the names of all end users transferred through this process. Applicable service establishment charges for switching end users from CLEC to Sprint shall be assessed to CLEC.
- 4.8 Within five (5) days of transfer, Sprint shall notify all affected end users that because of CLEC's failure to pay its undisputed, past due bill, their service is now being provided by Sprint. Sprint shall also notify the end user that they have thirty (30) days to select a local service provider.
- 4.9 Sprint may discontinue service to CLEC upon failure to pay undisputed charges and shall have no liability to CLEC or CLEC's end users in the event of such disconnection.
- 4.10 If any end user fails to select a local service provider within thirty (30) days of the change of providers, Sprint may terminate the end user's service. Sprint shall notify the Commission of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- 4.11 Nothing herein shall be interpreted to obligate Sprint to continue to provide service to any such end users past the initial 30 day period provided in paragraph 9. Nothing herein shall be interpreted to limit or alter any and all disconnection rights Sprint may have with regard to such end users or to refuse to provide service to any end user choosing Sprint if that end user would be denied service under Sprint's normal business practices.

4.12 After disconnect procedures have begun as described in paragraph 4.5, Sprint shall not accept service orders from CLEC until all unpaid, undisputed charges are paid. Sprint shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from Sprint) prior to resuming service to CLEC after disconnect for nonpayment.

Section 5. Audits and Examinations

5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement (e.g., examination and verification of LOAs). Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date. The Requesting Party may perform Examinations as it deems necessary.

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

5.3 Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions

which are disclosed by such Audit or Examination and are agreed to by the Parties. One and one half (1 ½%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge to the day of payment or credit.

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

5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 6. *Bona Fide Request Process for Further Unbundling*

6.1 Each Party shall promptly consider and analyze access to categories of unbundled Network Elements not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to FCC Rule Section 51.319 adopted in First Report & Order, CC Docket No. 96-98, (rel. Aug. 8, 1996).

6.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

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

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

6.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide

a detailed explanation that access to the Network Element does not qualify as a Network Element that is required to be provided under the Act.

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

6.7 The receiving Party shall promptly proceed with the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

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

6.9 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

6.10 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

Section 7. Intellectual Property Rights

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

to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging CLEC for such costs as permitted under a Commission order.

Section 8. Limitation of Liability

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 9 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

Section 9. Indemnification

9.1 Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. In the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnifying Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case

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

9.2 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnifying Party's subscribers for nonpayment.

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

9.4 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Section 8 above).

Section 10. Remedies

10.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance.

10.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not

bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 11. Branding

11.1 In all cases of operator and directory assistance services CLEC provides using services provided by Sprint under this Agreement, Sprint shall, where technically feasible, at CLEC's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as CLEC services, or otherwise as CLEC may specify, or be provided with no brand at all, as CLEC shall determine. Sprint may not unreasonably interfere with branding by CLEC; provided that if there are technical limitations as to the number of CLECs that Sprint can brand for, branding will be made available to CLEC hereunder on a first come, first serve basis with an allowance for an unbranded alternative for all Telecommunications Carriers.

11.2 CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify. In those instances where CLEC requests Sprint personnel to interface with CLEC subscribers, such Sprint personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.

11.3 All forms, business cards or other business materials furnished by Sprint to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.

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

11.5 Sprint shall provide, for CLEC's review, the methods and procedures, training and approaches to be used by Sprint to assure that Sprint meets CLEC's branding requirements.

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

Section 12. Confidentiality and Publicity

12.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 12. All

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

12.1.1 For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

12.1.2 Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

12.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 12 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 12. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

12.2 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language,

pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 12.3 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

12.3 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

12.4 Except as otherwise expressly provided in this Section 12, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 13. Warranties

Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level at parity with that which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

Section 14. Assignment and Subcontract

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment hereof shall relieve the assignor of its obligations under this Agreement.

Section 15. Governing Law

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

Section 16. Relationship of Parties

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

Section 17. No Third Party Beneficiaries

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

Section 18. Notices

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

To CLEC: Navigator Telecommunications, LLC.
Louis McAlister
212 Center Street, Suite 1102
Little Rock, Arkansas 2201

To Sprint: Director - Local Carrier Markets
Sprint
KSFRWA0301
2330 Shawnee Mission Parkway
Westwood, KS 66205

and

Sid Turner – Field Service Manager

Sprint
MS: KSOPKJ0503
5454 West 110th St.
Overland Park, KS 66211

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such Party to the other pursuant to this Section 19.

Section 19. *Waivers*

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

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

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

Section 20. *Survival*

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Sections 4, 5, 7, 8, 9, 10, 11.6, 12, 22, 23 and 24.

Section 21. *Force Majeure*

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 21 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any

deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

22.4 If the Parties are unable to resolve issues related to the Dispute Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 22.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

Section 23. Taxes

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

Section 24. Responsibility for Environmental Hazards

24.1 CLEC shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or release of any Environmental Hazard that CLEC did not cause or introduce to the affected work location. Sprint hereby releases, and shall also indemnify, defend (at CLEC's request) and hold harmless CLEC and each of CLEC's officers, directors and employees from and against any losses and expenses that arise out of or result from (i) any Environmental Hazard that Sprint, its contractors or its agents introduce to the work locations or (ii) any other presence or release of any Environmental Hazard at any work location, except as

such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

Section 22. *Dispute Resolution*

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

22.2 If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

22.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably

provided in Section 24.2 of this Part A; provided that in the event that after CLEC notifies Sprint that CLEC, its employees, contractors or agents plan to enter a Sprint work location and prior to CLEC or its employees, contractors or agents entering a work location Sprint fully informs CLEC in writing of an Environmental Hazard at such work location then Sprint shall not be obligated to indemnify CLEC for losses and expenses arising out of injuries to CLEC employees, contractors or agents resulting from their exposure to such Environmental Hazard except to the extent such injuries are exacerbated by the acts of Sprint or its employees, contractors, or agents.

24.2 Prior to CLEC or its employees, contractors, or agents introducing an Environmental Hazard into a work location CLEC shall fully inform Sprint in writing of its planned actions at such work location and shall receive Sprint's written permission for such actions and CLEC warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. Sprint shall in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any Environmental Hazard that CLEC causes or introduces to the affected work location. CLEC shall indemnify, defend (at Sprint's request) and hold harmless Sprint and each of Sprint's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that CLEC, its contractors or its agents cause or introduce to the work location. CLEC shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for environmental hazards CLEC causes or introduces to the affected work location.

24.3 In the event any suspect material within Sprint-owned, operated or leased facilities are identified to be asbestos-containing, CLEC will, at CLECs expense, notify Sprint before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR Section 1910.1001, such CLEC activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation or disturbance of asbestos containing material, CLEC shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC

equipment or operations, including, but not limited to, contamination of equipment.

24.4 Within ten (10) business days of CLEC's request for any space in Sprint owned or controlled facility, Sprint shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of known hazardous levels of friable asbestos, lead paint, hazardous substance contamination, or hazardous levels of radon. Information is considered in a Party's possession under this Agreement if it is in such Party's possession, or the possession of a current employee of Sprint's.

24.5 If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which makes the placement of such equipment or interconnection hazardous, Sprint shall offer an alternative space, if available, for CLEC's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, Sprint shall make such alternative route available for CLEC's consideration. If there is no alternative or CLEC declines same, and CLEC occupies the hazardous space, CLEC does so at its own risk and shall indemnify Sprint from all liability for damages or injury arising from the presence of the environmental contamination or hazardous materials.

24.6 Subject to this Section 24 and to Sprint's standard security procedures, which procedures will be provided to CLEC, Sprint shall allow CLEC at CLEC's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which CLEC deems to be necessary in support of its collocation needs.

Section 25. *Amendments and Modifications*

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

Section 26. *Severability*

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 27. Headings Not Controlling

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

Section 28. Entire Agreement

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

Section 29. Counterparts

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

Section 30. Successors and Assigns

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

Section 31. Implementation Plan

31.1 Implementation Team. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and

conditions necessary to support the terms of this Agreement. Within thirty (30) days after the Approval Date, each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

31.2 Implementation Plan. Within one hundred twenty (120) days after the Approval Date, the agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan"). The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

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

31.2.2 disaster recovery and escalation provisions;

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

31.2.4 escalation procedures for ordering, provisioning, billing, and maintenance;

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

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

31.2.7 provisioning and maintenance support;

31.2.8 conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;

31.2.9 procedures and processes for Directories and Directory Listings;

31.2.10 billing processes and procedures;

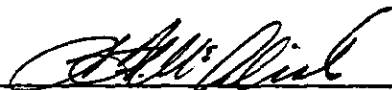
- 31.2.11 network planning components including time intervals;
- 31.2.12 joint systems readiness and operational readiness plans;
- 31.2.13 appropriate testing of services, equipment, facilities and Network Elements;
- 31.2.14 monitoring of inter-company operational processes;
- 31.2.15 procedures for coordination of local PIC changes and processing;
- 31.2.16 physical and network security concerns; and
- 31.2.17 such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.

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

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

Navigator Telecommunications, LLC.

Sprint Missouri Inc.

By: 

Name: Louis McAlister

Title: CEO

Date: 9/16/98

By: 

Name: Gregg H. Brown

Title: Director- Carrier Accounts

Date: 10/20/98

PART B -- DEFINITIONS

"911 SITE ADMINISTRATOR" is a person assigned by CLEC to establish and maintain E911 service location information for its subscribers.

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

"ASR" (ACCESS SERVICE REQUEST) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between CLEC and Sprint for Local Interconnection.

"ACCESS SERVICES" refers to interstate and intrastate switched access and private line transport services.

"ACT" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th U.S. Congress, effective February 8, 1996.

"AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to either party, or the right to control the business decisions, management and policy of another entity.

"APPROVAL DATE" is the date on which Commission approval of the Agreement is granted.

"GATEWAY" (ALI GATEWAY) is a telephone company computer facility that interfaces with CLEC's 911 administrative site to receive Automatic Location Identification (ALI) data from CLEC. Access to the Gateway will be via a dial-up modem using a common protocol.

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

"ALI" (AUTOMATIC LOCATION IDENTIFICATION) is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. The Competitive Local Exchange Company will provide ALI record

information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows an Interim Number Portability (INP) number if applicable.

"ALI/DMS" (AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

"ANI" (AUTOMATIC NUMBER IDENTIFICATION) is a feature that identifies and displays the number of a telephone line that originates a call.

"ARS" (AUTOMATIC ROUTE SELECTION) means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"BLV/BLI" (BUSY LINE VERIFY/BUSY LINE INTERRUPT) means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.

"BUSINESS DAY(S)" means the days of the week excluding Saturdays, Sundays, and all official Sprint holidays.

"CABS" means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.

"CPN" (CALLING PARTY NUMBER) is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.

"CENTRAL OFFICE SWITCH" or "CENTRAL OFFICE" means a switching entity within the public switched network, including but not limited to end office switches and tandem office switches. Central office switches may be employed as combination End Office/Tandem Office Switches (Combination Class 5/Class 4).

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

"CHARGE NUMBER" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

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

"CLEC" means a Competitive Local Exchange Carrier.

"COLLOCATION" means the right of CLEC to place equipment in the Sprint's central offices or other Sprint locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, CLEC obtains dedicated space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that CLEC provides to Sprint.

"COMMISSION" means the Missouri Public Service Commission .

"CCS" (COMMON CHANNEL SIGNALING) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

"CONFIDENTIAL AND/OR PROPRIETARY INFORMATION" has the meaning set forth in Section 21 of Part A -- General Terms.

"CONTRACT YEAR" means a twelve (12) month period during the term of the contract commencing on the Approval Date and each anniversary thereof.

"CONTROL OFFICE" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"CUSTOM CALLING FEATURES" – means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.

"CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI") - means (A) information that relates to the quantity, technical configuration, type, destination, and amount of use of a Telecommunications Service subscribed to by any customer of a Telecommunications Carrier, and that is made available to the carrier by the customer solely by virtue of the carrier customer relationship; and (B) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier.

"DBMS" (DATABASE MANAGEMENT SYSTEM) is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.

"DIRECTORY ASSISTANCE DATABASE" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

"DIRECTORY ASSISTANCE SERVICES" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

"DISCLOSER" means that party to this Agreement which has disclosed Confidential Information to the other party.

"E911" (ENHANCED 911 SERVICE) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

"E911 MESSAGE TRUNK" is a dedicated line, trunk or channel between two central offices or switching devices which provides a voice and signaling path for E911 calls.

ELECTRONIC INTERFACES - means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions. For the purposes of this Agreement, Sprint shall provide Electronic Interfaces in accordance with Exhibit 2.

"EMERGENCY RESPONSE AGENCY" is a governmental entity authorized to respond to requests from the public to meet emergencies.

"ENVIRONMENTAL HAZARD" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

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

"EMR" means the Exchange Message Record System for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"ENHANCED DIRECTORY ASSISTANCE" refers to directory Assistance services, including but not limited to reverse search, talking yellow pages, and locator services.

"EIS" (EXPANDED INTERCONNECTION SERVICE) is the collocation arrangement which Sprint provides in its designated wire centers.

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

"FCC INTERCONNECTION ORDER" is the Federal Communications Commission's First Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996; as subsequently amended or modified by the FCC from time to time.

"ILEC" means the incumbent local exchange carrier.

"IXC" (INTEREXCHANGE CARRIER) means a provider of interexchange telecommunications services.

"INP" (INTERIM NUMBER PORTABILITY) is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office. (Notwithstanding the foregoing, the parties acknowledge that the provision of INP through Remote Call Forwarding results in a lesser grade of service.)

"IP" (INTERCONNECTION POINT) is a mutually agreed upon point of demarcation where the networks of Sprint and CLEC interconnect for the exchange of traffic.

"LIDB" (LINE INFORMATION DATA BASE(S)) means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.

"LOCAL SERVICE REQUEST" means an industry standard form used by the Parties to add, establish, change or disconnect local services.

"LOCAL TRAFFIC" means traffic (excluding Commercial Mobile Radio Services traffic, e.g., paging, cellular, PCS) that is originated and terminated within a given local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by state commissions, then as defined in existing Sprint tariffs.

"MSAG" (MASTER STREET ADDRESS GUIDE (MSAG)) is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to Sprint.

"CLEC 911 DATABASE RECORDS" are the CLEC subscriber records to be provided by CLEC to Sprint for inclusion in Sprint's E911 database.

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

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

"NANP" means the "North American Numbering Plan," the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

"NENA" (NATIONAL EMERGENCY NUMBER ASSOCIATION (NENA)) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

"NETWORK ELEMENT" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing

and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"NP" (NUMBER PORTABILITY) means the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

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

"NXX," "NXX CODE," OR "CENTRAL OFFICE CODE," OR "CO CODE" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").

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

"OBSOLETE SERVICE" means a service that is outmoded/outdated but yet has current subscribers to the services. Such service is no longer available for new customers and with existing customers there is no assurance of the service continuing to function. Any technical or feature change to the customer's service will eliminate such service at the time of request.

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

"OPERATOR SERVICES" provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).

"PARITY" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this

Agreement to CLEC on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

"PARTIES" means, jointly, Navigator Telecommunications, LLC. and Sprint Missouri, Inc. ("Sprint"), and no other entity, affiliate, subsidiary or assign.

"PARTY" means either Navigator Telecommunications, LLC. or Sprint Missouri, Inc., and no other entity, affiliate, subsidiary or assign.

"P.01 TRANSMISSION GRADE OF SERVICE (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

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

"POP" means an IXC's point of presence.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"PSAP" (PUBLIC SAFETY ANSWERING POINT (PSAP)) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

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

"REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event simultaneous with its occurrence.

"RECIPIENT" means that party to this Agreement (a) to which Confidential Information has been disclosed by the other party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.

"RESELLER" is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.

"ROW" (RIGHT OF WAY (ROW)) has the meaning set forth in Section 2.13 of Attachment VI of this Agreement.

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

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

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

"SIGNALING TRANSFER POINT" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. An STP transmits, receives and processes CCIS messages.

"SWITCH" means a Central Office Switch as defined in this Part B.

"SWITCHED ACCESS DETAIL USAGE DATA" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

"SWITCHED EXCHANGE ACCESS SERVICE" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access and 900 access and their successor or similar Switched Exchange Access Services.

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

"TANDEM OFFICE SWITCHES" which are Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

"TECHNICALLY FEASIBLE" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

"TELECOMMUNICATIONS" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"TELECOMMUNICATION SERVICES" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"THOUSANDS BLOCK OF NUMBERS" shall mean 1000 or more consecutive numbers beginning and ending on a digit boundary, e.g., 949-1000 to 949-1999.

"TRCO" means Trouble Reporting Control Office.

"VOLUNTARY FEDERAL SUBSCRIBER FINANCIAL ASSISTANCE PROGRAMS" are government programs that subsidize the provision of Telecommunications Services to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

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

PART C - ATTACHMENT I

PRICE SCHEDULE

1. General Principles

1.1 Subject to the provisions of Sections 2 and 12 of Part A of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

2. Local Service Resale

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

3. Interconnection and Reciprocal Compensation

3.1 The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment IV of this Agreement.

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

3.3 Where a toll call is completed through Sprint's INP arrangement (e.g., remote call forwarding, flexible DID, etc.) to a CLEC's subscriber, CLEC shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations. If a national standard billing method has not been developed for a CLEC to directly bill a carrier access for a toll call that has been completed using interim number portability, then a blended rate method will be used.

3.3.1 The Parties will jointly determine the amount of traffic that will be considered INP'ed traffic for compensation purposes. The ported party shall charge the porting party for each minute of INP traffic at the INP blended rate specified in section 3.3.2, in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as INP'ed will be compensated as local interconnection as set forth in section 3.1.

3.3.2 For compensation of the INP traffic, the Parties shall jointly develop a process which will allow compensation for INP'ed traffic to be based on the initial origination point and final terminated point of the INP'ed call. The full reciprocal compensation rate, as listed in the Pricing Schedule, shall apply for local traffic, and full switched access charges, as listed in applicable tariffs, shall apply for intraLATA and interLATA. All three sets of rates will be weighted together based on the agreed minutes of use patterns to establish a single set of blended rates for all INP'ed traffic.

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

4. Unbundled Network Elements

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

TABLE 1 - Missouri Price Sheet

RESALE DISCOUNTS:

Other than Operator/DA	13.85%
Op Assist/DA	41.44%

USAGE FILE CHARGES:

Message Provisioning, per message	\$0.005
Data Transmission, per message	\$0.002
Tape Charge, per tape	\$50.00

RATE ELEMENT		SOURCE	RECURRING RATE	NRC
		TELRIC COST STUDY		
Service Order NRC				\$25.15
Service Order Listing Only				\$20.82
Service Order via IRES (added 7/98)				\$5.00
Central Office Interconnection Charge				\$10.44
Trip Charge				\$14.56
Outside Plant Interconnection (2-W)				\$41.81
Outside Plant Interconnection (4-W)				\$47.21
NID Installation Charge				\$23.61
NID Connection Charge				\$11.80
Testing				\$1.44
Loop Rework Charge (2-W)				\$28.50
Loop Rework Charge (4-W)				\$46.12
Trouble Isolation and Testing				\$67.70
NID		TELRIC COST STUDY		
1 Line			\$0.73	
2 Line			\$1.04	
Smartjack			\$13.43	
LOOP		TELRIC COST STUDY		
Analog 2-wire	Band 1		\$21.83	
	Band 2		\$24.53	
	Band 3		\$32.71	
	Band 4		\$41.06	
	Band 5		\$50.69	
	Band 6		\$73.30	
Analog 4-wire	Band 1		\$37.10	
	Band 2		\$41.70	
	Band 3		\$55.62	
	Band 4		\$69.81	
	Band 5		\$86.17	
	Band 6		\$124.61	
Digital 2-wire			ICB	
Digital 4-wire			ICB	
ISDN			ICB	
DS1			ICB	
HDSL			ICB	
Local Switching		TELRIC COST STUDY		
	Band 1		\$5.20	

Band 2		\$7.39	
Band 3		\$9.16	
Band 4		\$10.06	
Band 5		\$18.12	
ISDN		ICB	
CENTREX		ICB	
PBX		ICB	
DS1		ICB	
Intrastate CCL Orig*	Intrastate Access Tariff	Current tariff rate	
Intrastate CCL Term*		Current tariff rate	
RIC*		N/A	
FEATURES	TELRIC COST STUDY		
CCF Package *		\$0.39	\$2.62
CLASS Package *		\$9.68	\$4.66
CENTREX Package *		\$11.05	\$29.26
- 3 Way Conf/Consult/Hold Transfer		\$1.94	\$16.81
- Conf Calling - 6 Way Station Control		\$2.71	\$24.85
- Dial Transfer to Tandem Tie Line		\$0.11	\$92.17
- Direct Connect		\$0.02	\$19.38
- Meet Me Conference		\$18.95	\$33.37
- Multi-Hunt Service		\$0.07	\$21.63
INTERIM NUMBER PORTABILITY	TELRIC COST STUDY		
RCF Residential		\$0.06	\$1.01
RCF Business		\$0.31	\$1.01
Call Path Residential		\$0.01	\$0.32
Call Path Business		\$0.05	\$0.32
TANDEM SWITCHING	TELRIC COST STUDY		
		\$0.003009	N/A
TRANSPORT			
DS 1		Rate varies	\$192.83
DS 3		Rate varies	\$219.48
Common		\$0.005285	N/A
RECIPROCAL COMPENSATION	TELRIC COST STUDY		
End Office		\$0.004891	N/A
Tandem Switching		\$0.003009	N/A
Transport			
DS 1		Rate varies	\$192.83
DS 3		Rate varies	\$219.48
Common		\$0.005285	N/A
INTERCONNECTION	TELRIC COST STUDY		
CROSS CONNECTION			
DS0 Elec X-Conn		\$0.85	N/A

DS1 Elec X-Conn		\$2.72	N/A
DS3 Elec X-Conn		\$24.11	N/A
COMMON CHANNEL SIGNALING			
INTERCONNECTION SERVICE			
STP Port	TELRIC COST STUDY	\$508.32	\$253.92
STP Switching	TELRIC COST STUDY	\$1.33	N/A
56.0 Kbps Channel Termination	Interstate Access Tariff	\$103.00	\$163.94
56.0 Kbps SS7 Link Fixed	Interstate Access Tariff	\$50.00	N/A
56.0 Kbps SS7 Link Per Mile	Interstate Access Tariff	\$2.30	N/A
1.544 MPBS Channel Termination	Interstate Access Tariff	\$214.20	\$192.83
1.544 MBPS SS7 Link Fixed	Interstate Access Tariff	\$125.00	N/A
1.544 MBPS SS7 Link Per Mile	Interstate Access Tariff	\$20.50	N/A
Multiplexing DS1 to DS0	TELRIC COST STUDY	\$350.00	\$111.09
LINE INFORMATION DATABASE			
LIDB Administration Service (effective 5/11/98, no longer offering)	TELRIC COST STUDY	N/A	N/A
LIDB Database Transport per query	Interstate Access Tariff	\$0.0016	N/A
LIDB Database per query	Interstate Access Tariff	\$0.0366	N/A
Toll Free Code Access Service query	Interstate Access Tariff	\$0.007456	N/A
Toll Free Code Optional Service query	Interstate Access Tariff	\$0.001255	N/A
Line Information Database (LIDB) Manual Update	TELRIC COST STUDY	\$1.78	N/A
DIRECTORY ASSISTANCE SERVICES			
DA Database Listing & Update per listing/update	TELRIC COST STUDY	\$0.06	N/A
DA Data Base Query Service per query	TELRIC COST STUDY	See page 4	See page 4
TOLL & LOCAL OPERATOR SERVICES			
Toll and Local Assistance Service (Live) per attempt		See page 4	See page 4
DA OPERATOR SERVICE			
DA Operator Service (Live) per attempt		See page 4	See page 4
911 TANDEN PORT			
Per DSO Equivalent Port		\$19.59	\$131.49
CUSTOMER NAME & ADDRESS (CNA)			
CNA per inquiry		\$0.32	N/A
OPERATIONAL SUPPORT SYSTEMS			
OSS Interfaces*		ICB	ICB
* Sprint is working on OSS and rates will be added as they are developed.			

STP INTERCONNECTION

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

State	Exchange	Operating Point Code	CLLI Code
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Florida	Tallahassee	230-010-000	THLSFLXA21W
	Tallahassee	230-011-000	THLSFLXB21W
	Winter Park	239-111-000	WNPKFLXA11W
	Altamonte Springs	239-211-000	ALSPFLXA21W
Tennessee	Bristol	239-004-000	BRSTTNXA21W
	Johnson City	239-002-000	JHCYTNXC21W
Minnesota	Osseo	239-151-000	OSSEMNXO21W
	Chaska	239-152-000	CHSKMNXC21W
Missouri	Warrensburg	239-162-000	WRBGMOXA21 W
	Jefferson City	239-161-000	JFCYMOXA21W
New Jersey	Clinton	239-203-000	CLTNNJXJ77W
	Newton	239-202-000	NWTNNJXU77W
Nevada	Las Vegas	230-001-000	LSVGNVXB00W
	Las Vegas	230-002-000	LSVGNVXG00W
North Carolina	Rocky Mount	239-200-000	RCMTNCXA01W
	Fayetteville	239-201-000	FYVLNCXA01W
Ohio	Mansfield	239-204-000	MNFDOHXA24W
	Lima	239-205-000	LIMAOHXA25W
Pennsylvania	Chambersburg	239-207-000	CHBGPAXC77W
	Carlisle	239-206-000	CRLSPAXC77W
Texas	Athens	239-141-000	ATHNTXXA21W
	Humble	239-142-000	HMBLTXXA21W

OPERATOR & DIRECTORY ASSISTANCE

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

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

Exchange	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate
Jefferson City	BAND 1	\$21.83	\$37.10
Ferrelview	BAND 2	\$24.53	\$41.70
Warrensburg	BAND 2	\$24.53	\$41.70
Harrisonville	BAND 3	\$32.71	\$55.62
Lexington	BAND 3	\$32.71	\$55.62
Newburg/Rolla	BAND 3	\$32.71	\$55.62
Pickering/Maryville	BAND 3	\$32.71	\$55.62
Platte City	BAND 3	\$32.71	\$55.62
Windsor	BAND 3	\$32.71	\$55.62
Butler	BAND 4	\$41.06	\$69.81
California	BAND 4	\$41.06	\$69.81
Deepwater/Clinton	BAND 4	\$41.06	\$69.81
Pleasant Hill	BAND 4	\$41.06	\$69.81
Sweet Springs	BAND 4	\$41.06	\$69.81
Tipton	BAND 4	\$41.06	\$69.81
Buckner	BAND 5	\$50.69	\$86.17
Ft. Leonard Wood	BAND 5	\$50.69	\$86.17
Holts Summit	BAND 5	\$50.69	\$86.17
Kearney	BAND 5	\$50.69	\$86.17
Lake Latowana	BAND 5	\$50.69	\$86.17
Lebanon	BAND 5	\$50.69	\$86.17
Oak Grove	BAND 5	\$50.69	\$86.17
Odessa	BAND 5	\$50.69	\$86.17
Salem	BAND 5	\$50.69	\$86.17
Appleton City	BAND 6	\$73.30	\$124.61
Blackburn	BAND 6	\$73.30	\$124.61
Brazito	BAND 6	\$73.30	\$124.61
Calhoun	BAND 6	\$73.30	\$124.61
Camden Point	BAND 6	\$73.30	\$124.61
Centertown	BAND 6	\$73.30	\$124.61
Centerview	BAND 6	\$73.30	\$124.61
Chilhowee	BAND 6	\$73.30	\$124.61
Clarksburg	BAND 6	\$73.30	\$124.61
Coal	BAND 6	\$73.30	\$124.61
Cole Camp	BAND 6	\$73.30	\$124.61

Craig	BAND 6	\$73.30	\$124.61
Dearborn	BAND 6	\$73.30	\$124.61
Edgerton	BAND 6	\$73.30	\$124.61
Eugene	BAND 6	\$73.30	\$124.61
Fairfax	BAND 6	\$73.30	\$124.61
Green Ridge	BAND 6	\$73.30	\$124.61
Hardin	BAND 6	\$73.30	\$124.61
Henrietta	BAND 6	\$73.30	\$124.61
Holden	BAND 6	\$73.30	\$124.61
Holt	BAND 6	\$73.30	\$124.61
Hopkins	BAND 6	\$73.30	\$124.61
Houstonia	BAND 6	\$73.30	\$124.61
Ionia	BAND 6	\$73.30	\$124.61
King City	BAND 6	\$73.30	\$124.61
Kingsville	BAND 6	\$73.30	\$124.61
Leeton	BAND 6	\$73.30	\$124.61
Lincoln	BAND 6	\$73.30	\$124.61
Lone Jack	BAND 6	\$73.30	\$124.61
Malta Bend	BAND 6	\$73.30	\$124.61
Missouri City	BAND 6	\$73.30	\$124.61
Montrose	BAND 6	\$73.30	\$124.61
Mound City	BAND 6	\$73.30	\$124.61
New Bloomfield	BAND 6	\$73.30	\$124.61
Norborne	BAND 6	\$73.30	\$124.61
Orrick	BAND 6	\$73.30	\$124.61
Otterville	BAND 6	\$73.30	\$124.61
Richland	BAND 6	\$73.30	\$124.61
Russellville	BAND 6	\$73.30	\$124.61
Smithton	BAND 6	\$73.30	\$124.61
St. Roberts	BAND 6	\$73.30	\$124.61
St. Thomas	BAND 6	\$73.30	\$124.61
Strasburg	BAND 6	\$73.30	\$124.61
Syracuse	BAND 6	\$73.30	\$124.61
Taos	BAND 6	\$73.30	\$124.61
Tarkio	BAND 6	\$73.30	\$124.61
Urich/Blairstown	BAND 6	\$73.30	\$124.61
Warsaw	BAND 6	\$73.30	\$124.61
Waverly	BAND 6	\$73.30	\$124.61
Waynesville	BAND 6	\$73.30	\$124.61
Wellington	BAND 6	\$73.30	\$124.61
Weston	BAND 6	\$73.30	\$124.61

	Rate Band	Rate
JEFFERSON CITY, MO	1	\$5.20
ROLLA, MO	1	\$5.20
WARRENSBURG, MO	1	\$5.20
APPLETON CITY, MO	2	\$7.39
BLACKBURN, MO	2	\$7.39
BLAIRSTOWN, MO	2	\$7.39
BUCKNER, MO	2	\$7.39
BUTLER, MO	2	\$7.39
CALHOUN, MO	2	\$7.39
CENTERVIEW, MO	2	\$7.39
CHILHOWEE, MO	2	\$7.39
COAL, MO	2	\$7.39
GREEN RIDGE, MO	2	\$7.39
HARDIN, MO	2	\$7.39
HARRISONVILLE, MO	2	\$7.39
HENRIETTA, MO	2	\$7.39
HOLDEN, MO	2	\$7.39
HOUSTONIA, MO	2	\$7.39
IONIA, MO	2	\$7.39
KEARNEY, MO	2	\$7.39
KINGSVILLE, MO	2	\$7.39
LAKE LATOWANA, MO	2	\$7.39
LEBANON, MO	2	\$7.39
LEETON, MO	2	\$7.39
LEXINGTON, MO	2	\$7.39
LINCOLN, MO	2	\$7.39
LONE JACK, MO	2	\$7.39
MALTA BEND, MO	2	\$7.39
MISSOURI CITY, MO	2	\$7.39
MONTROSE, MO	2	\$7.39
NORBORNE, MO	2	\$7.39
ODESSA, MO	2	\$7.39
ORRICK, MO	2	\$7.39
PLEASANT HILL, MO	2	\$7.39
STRASBURG, MO	2	\$7.39
SWEET SPRINGS, MO	2	\$7.39
TIPTON, MO	2	\$7.39
URICH, MO	2	\$7.39

WAVERLY, MO	2	\$7.39
WELLINGTON, MO	2	\$7.39
WINDSOR, MO	2	\$7.39
BRAZITO, MO	3	\$9.16
CALIFORNIA, MO	3	\$9.16
CAMDEN POINT, MO	3	\$9.16
CENTERTOWN, MO	3	\$9.16
CLARKSBURG, MO	3	\$9.16
DEARBORN, MO	3	\$9.16
EDGERTON, MO	3	\$9.16
EUGENE, MO	3	\$9.16
FERRELVUE, MO	3	\$9.16
FT LEONARD WOOD, MO	3	\$9.16
HOLT, MO	3	\$9.16
HOLTS SUMMIT, MO	3	\$9.16
NEW BLOOMFIELD, MO	3	\$9.16
NEWBURG, MO	3	\$9.16
OTTERVILLE, MO	3	\$9.16
PLATTE CITY, MO	3	\$9.16
RICHLAND, MO	3	\$9.16
RUSSELLVILLE, MO	3	\$9.16
SMITHTON, MO	3	\$9.16
ST. ROBERTS, MO	3	\$9.16
ST. THOMAS, MO	3	\$9.16
SYRACUSE, MO	3	\$9.16
TAOS, MO	3	\$9.16
WAYNESVILLE, MO	3	\$9.16
WESTON, MO	3	\$9.16
CLINTON, MO	4	\$10.06
COLE CAMP, MO	4	\$10.06
MARYVILLE, MO	4	\$10.06
OAK GROVE, MO	4	\$10.06
SALEM, MO	4	\$10.06
WARSAW, MO	4	\$10.06
CRAIG, MO	5	\$18.12
DEEPWATER, MO	5	\$18.12
FAIRFAX, MO	5	\$18.12
HOPKINS, MO	5	\$18.12
KING CITY, MO	5	\$18.12
MOUND CITY, MO	5	\$18.12
PICKERING, MO	5	\$18.12
TARKIO, MO	5	\$18.12

Appleton City	\$0.004891
Blackburn	\$0.004891
Blairstown	\$0.004891
Brazito	\$0.004891
Buckner	\$0.004891
Butler	\$0.004891
Calhoun	\$0.004891
California	\$0.004891
Camden Point	\$0.004891
Centertown	\$0.004891
Centerview	\$0.004891
Chilhowee	\$0.004891
Clarksburg	\$0.004891
Clinton	\$0.004891
Coal	\$0.004891
Cole Camp	\$0.004891
Craig	\$0.004891
Dearborn	\$0.004891
Deepwater	\$0.004891
Edgerton	\$0.004891
Eugene	\$0.004891
Fairfax	\$0.004891
Ferrelview	\$0.004891
Ft. Leonard Wood	\$0.004891
Green Ridge	\$0.004891
Hardin	\$0.004891
Harrisonville	\$0.004891
Henrietta	\$0.004891
Holden	\$0.004891
Holt	\$0.004891
Holts Summit	\$0.004891
Hopkins	\$0.004891
Houstonia	\$0.004891
Ionia	\$0.004891
Jefferson City	\$0.004891
Kearney	\$0.004891
King City	\$0.004891
Kingsville	\$0.004891
Lake Latowana	\$0.004891
Lebanon	\$0.004891
Leeton	\$0.004891
Lexington	\$0.004891
Lincoln	\$0.004891

Lone Jack	\$0.004891
Malta Bend	\$0.004891
Maryville	\$0.004891
Missouri City	\$0.004891
Montrose	\$0.004891
Mound City	\$0.004891
New Bloomfield	\$0.004891
Newburg	\$0.004891
Norborne	\$0.004891
Oak Grove	\$0.004891
Odessa	\$0.004891
Orrick	\$0.004891
Otterville	\$0.004891
Pickering	\$0.004891
Platte City	\$0.004891
Pleasant Hill	\$0.004891
Richland	\$0.004891
Rolla	\$0.004891
Russellville	\$0.004891
Salem	\$0.004891
Smithton	\$0.004891
St. Roberts	\$0.004891
St. Thomas	\$0.004891
Strasburg	\$0.004891
Sweet Springs	\$0.004891
Syracuse	\$0.004891
Taos	\$0.004891
Tarkio	\$0.004891
Tipton	\$0.004891
Urich	\$0.004891
Warrensburg	\$0.004891
Warsaw	\$0.004891
Waverly	\$0.004891
Waynesville	\$0.004891
Wellington	\$0.004891
Weston	\$0.004891
Windsor	\$0.004891

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Brazito	Centertown	\$2,733.64	\$17,763.64	\$0.005285
Brazito	Eugene	\$2,132.65	\$17,763.64	\$0.005285
Brazito	Jeffeson City	\$589.18	\$8,881.82	\$0.005285
Brazito	New Bloomfield	\$1,026.76	\$17,763.64	\$0.005285
Brazito	Russellville	\$1,026.76	\$17,763.64	\$0.005285
Brazito	St Thomas	\$589.18	\$8,881.82	\$0.005285
Brazito	Taos	\$589.18	\$8,881.82	\$0.005285
Centertown	Eugene	\$3,687.93	\$17,763.64	\$0.005285
Centertown	Jeffeson City	\$2,144.46	\$8,881.82	\$0.005285
Centertown	New Bloomfield	\$2,582.04	\$17,763.64	\$0.005285
Centertown	Russellville	\$2,582.04	\$17,763.64	\$0.005285
Centertown	St Thomas	\$2,733.64	\$17,763.64	\$0.005285
Centertown	Taos	\$2,733.64	\$17,763.64	\$0.005285
Centerview	Warrensburg	\$437.58	\$8,881.82	\$0.005285
Clinton	Coal	\$437.58	\$8,881.82	\$0.005285
Coal Camp	Ionia	\$589.18	\$11,934.17	\$0.005285
Eugene	Jeffeson City	\$1,543.47	\$8,881.82	\$0.005285
Eugene	New Bloomfield	\$1,981.05	\$17,763.64	\$0.005285
Eugene	Russellville	\$1,981.05	\$17,763.64	\$0.005285
Eugene	St Thomas	\$2,132.65	\$17,763.64	\$0.005285
Eugene	Taos	\$2,132.65	\$17,763.64	\$0.005285
Ferrelview	Kansas City	\$437.58	\$8,881.82	\$0.005285
	Metro**			
Ferrelview	Platte City	\$2,144.46	ICB	\$0.005285
Ft Leonard	St Robert	\$437.58	\$8,881.82	\$0.005285
Wood				
Ft Leonard	Waynesville	\$437.58	\$8,881.82	\$0.005285
Wood				
Holden	Kingsville	\$437.58	\$8,881.82	\$0.005285
Jefferson City	New Bloomfield	\$437.58	\$8,881.82	\$0.005285
Jefferson City	Russellville	\$437.58	\$8,881.82	\$0.005285
Jefferson City	St Thomas	\$589.18	\$8,881.82	\$0.005285
Jefferson City	Taos	\$589.18	\$8,881.82	\$0.005285
Lake	Blue Springs**	\$437.58	\$8,881.82	\$0.005285
Lotawana				
Lake	Lee's Summit **	\$437.58	\$8,881.82	\$0.005285
Lotawana				
Maryville	Pickering	\$437.58	\$8,881.82	\$0.005285

New	Russellville	\$875.16	\$17,763.64	\$0.005285
Bloomfield				
New	St Thomas	\$1,026.76	\$17,763.64	\$0.005285
Bloomfield				
New	Taos	\$1,026.76	\$17,763.64	\$0.005285
Bloomfield				
Russellville	St Thomas	\$1,026.76	\$17,763.64	\$0.005285
Russellville	Taos	\$1,026.76	\$17,763.64	\$0.005285
St Robert	Waynesville	\$437.58	\$8,881.82	\$0.005285
St Thomas	Taos	\$589.18	\$8,881.82	\$0.005285
Urich**	Clinton	\$437.58	\$8,881.82	\$0.005285
Urich**	Coal	\$437.58	\$8,881.82	\$0.005285

PART C - ATTACHMENT II

LOCAL RESALE

Section 1. Telecommunications Services Provided for Resale

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

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

Section 2. General Terms and Conditions

2.1 **Pricing.** The prices charged to CLEC for Local Resale are set forth in Attachment I of this Agreement.

2.2 Requirements for Specific Services

2.2.1 Voluntary Federal and State Subscriber Financial Assistance Programs

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

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

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

PART C - ATTACHMENT III

NETWORK ELEMENTS

Section 1. General

Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements such that CLEC will be able to subscribe to and interconnect to whichever of these unbundled elements CLEC requires for the purpose of providing local telephone service to its end-users. It is CLEC's obligation to combine Sprint-provided elements with any facilities and services that CLEC may itself provide.

Section 2. Unbundled Network Elements

2.1 Sprint shall offer Network Elements to CLEC for the purpose of offering Telecommunication Services to CLEC subscribers. Sprint shall offer Network Elements 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. The initial set of Network Elements include:

- 1) Local Loop
- 2) Network Interface Device (NID)
- 3) Switching Capability
 - Local Switching
 - Tandem Switching
- 4) Interoffice Transmission Facilities
 - Dedicated
 - Common
- 5) Signaling Networks & Call Related Databases
- 6) Operations Support Systems
- 7) Operator Services & Directory Assistance

2.2 CLEC may use one or more Network Elements to provide any feature, function, capability, or service option that such Network Element(s) is technically capable of providing.

2.3 Standards for Network Elements

2.3.1 Each Network Element provided by Sprint to CLEC shall be at parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power,

diversity and security, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.

Section 3. Loop

3.1 Definition

3.1.1 A "Loop" is a transmission path between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the Network Interface Device at a customer's premises, to which CLEC is granted exclusive use. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DS1-level signals. This also includes DS-3, OC-n and STS-n services (e.g., n = 1,3,12...). Sprint will also provide conditioned loops (e.g., ADSL, HDSL) for Telecommunications Services requiring loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders) so that CLEC can use these loops for a variety of Telecommunications Services that can be supported by use of copper by attaching appropriate terminal equipment at the ends.

3.2 Digital Loops

- 3.2.1** Sprint will provide loops conditioned for ADSL and HDSL without electronic terminal equipment at the ends unless otherwise specified by CLEC. If Sprint does not have available the facilities requested by CLEC or if the service requested exceeds the spectrum compatibility of the transmission path, then CLEC will issue a bona fide request to Sprint for the appropriate facilities.
- 3.2.2** Sprint requires CLEC to provide in writing the grade of service desired in a particular loop (e.g., ISDN-BRI, PRI, ADSL, HDSL, DS1, etc.) so that the loop may be engineered to meet the appropriate spectrum compatibility requirements. If CLEC requires a change in the grade of service of a particular loop, e.g. changing from ISDN service to ADSL, CLEC shall notify Sprint in writing of the requested change in grade of service. If Sprint finds that it is not technically feasible to provide the new level of service to CLEC, Sprint will notify CLEC that it is unable to meet CLEC's request. If a particular grade of service is installed but CLEC uses the loop to provide a service that exceeds the engineered capacity of a medium (i.e., interferes with other services) a mutually agreed upon process will be developed to resolve the issue.

- 3.2.3 If Sprint uses Integrated Digital Loop Carrier or other similar remote concentration devices, Sprint will make alternative arrangements at CLEC's request, to provide an unbundled local loop. Alternative arrangements may include copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting. The cost of modifications will be recovered from the requesting CLEC.
- 3.2.4 Reverse ADSL Loops - all ADSL ATU-C units in Sprint's network, including those integrated into DSLAMs, should either reside within a Sprint host or remote central office. If an ADSL copper loop should start at an outside location, and looped through a host or remote, and then onto the customer, the copper plant from the outside location to the Sprint central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 3.3 CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
 - 3.3.1 For Basic Rate ISDN: Bellcore TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 3.3.2 For HDSL installations: Bellcore 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.
 - 3.3.3 For ADSL: ANSI T1.413-1995 (Issue 1) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface. Note: Issue 2 of the standard will be balloted soon. It will drop a option that was in Issue 1 called Power Boost. Sprint does not permit the Power Boost option used in its local network.
 - 3.3.4 As an alternative to Sections 3.3.1, 3.3.2. and 3.3.3, CLEC may meet the requirements given in ANSI document T1E1.4/97-180R1, "Normative Text for Spectral Compatibility Evaluations" dated June 30, 1997."

Section 4. Local Switching

4.1 Definition:

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

4.2 Technical Requirements

- 4.2.1** Sprint shall provide its standard recorded announcements (as designated by CLEC) and call progress tones to alert callers of call progress and disposition. CLEC will use the BFR process for unique announcements in accordance with Section 6 of Part A of this Agreement.
- 4.2.2** Sprint shall change a subscriber from Sprint's Telecommunications Services to CLEC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by CLEC.
- 4.2.3** Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.
- 4.2.4** Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at parity with those provided by Sprint to itself or any other party.

4.3 Interface Requirements:

- 4.3.1 Sprint shall provide the following interfaces to loops:
 - 4.3.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 4.3.1.2 Coin phone signaling;
 - 4.3.1.3 Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
 - 4.3.1.4 Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
 - 4.3.1.5 Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
 - 4.3.1.6 Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems);
- 4.4 Sprint shall provide access to interfaces, including but not limited to:
 - 4.4.1 SS7 Signaling Network, Dial Plus or Multi-Frequency trunking if requested by CLEC; and
 - 4.4.2 Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system.

Section 5: *Transport*

- 5.1 Common Transport
 - 5.1.1 Definition: Common Transport provides a local interoffice transmission path between the Sprint tandem switch and a Sprint or CLEC end office switch. Common transport is shared between multiple customers and is required to be switched at the tandem.
 - 5.1.2 Sprint shall offer Common Transport at DS0, DS1, DS3, STS-1 or higher transmission bit rate circuits.

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

5.2 Dedicated Transport

5.2.1 Definition:

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

5.2.2 Technical Requirements

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

5.2.2.1 When Sprint provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to CLEC designated traffic.

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

Section 6 Tandem Switching

6.1 Definition:

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

6.2 Technical Requirements

6.2.1 The requirements for Tandem Switching include, but are not limited to, the following:

6.2.1.1 Interconnection to Sprint tandem(s) will provide CLEC local interconnection for local and toll access service purposes to the Sprint end offices and NXXs which interconnect with that tandem(s) either directly or through other Sprint facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s).

6.2.1.2 Interconnection to a Sprint tandem for transit purposes will provide CLEC interexchange access to Sprint, Interexchange Carriers ("IXCs"), Carriers, ILECs, and CMRS providers which are connected to that tandem.

6.2.1.3 Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices and access the NXXs served by that individual end-office.

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

6.2.3 To the extent technically feasible, Tandem Switching shall record billable events and send them to the area billing centers designed by CLEC.

6.2.4 Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at parity with controls being provided or imposed on Sprint traffic (e.g. Sprint shall not block CLEC traffic and leave its traffic unaffected or less affected.)

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

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

6.3 Interface Requirements

6.3.1 Tandem Switching shall interconnect, with direct trunks, to all carriers with which Sprint interconnects.

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

Section 7 Network Interface Device

7.1 Definition:

The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network demarcation point between a carrier and its subscriber. The NID features two independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections. The NID or protector provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.

7.1.1 CLEC may connect its NID to Sprint's NID.

7.1.2 With respect to multiple-line termination devices, CLEC shall specify the quantity of NIDs it requires within such device.

Figure 1 shows a schematic of a NID.

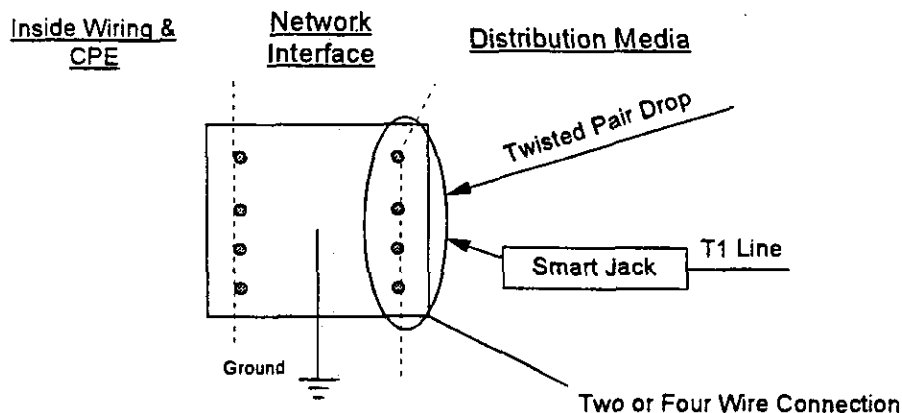


Figure 1 - Network Interface Device

7.2 Technical Requirements

- 7.2.1 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 the requirements set forth below. Each party shall ground its NID independently of the other party's NID.
- 7.2.2 The NID shall be the interface to subscribers' premises wiring for all loop technologies.

Section 8 *Signaling Systems and Databases*

8.1 Signaling Systems

8.1.1 Signaling Link Transport

8.1.1.1 Definition:

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.

8.1.1.2 Technical Requirements

8.1.1.2.1 Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

8.1.1.3 Interface Requirements

8.1.1.3.1 There shall be a DS1 (1.544 Mbps) interface at the CLEC-designated SPOIs. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

8.1.2 Signaling Transfer Points (STPs)

8.1.2.1 Definition:

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

8.1.2.1.1 Figure 2 depicts Signaling Transfer Points.

Signaling Transfer Points.

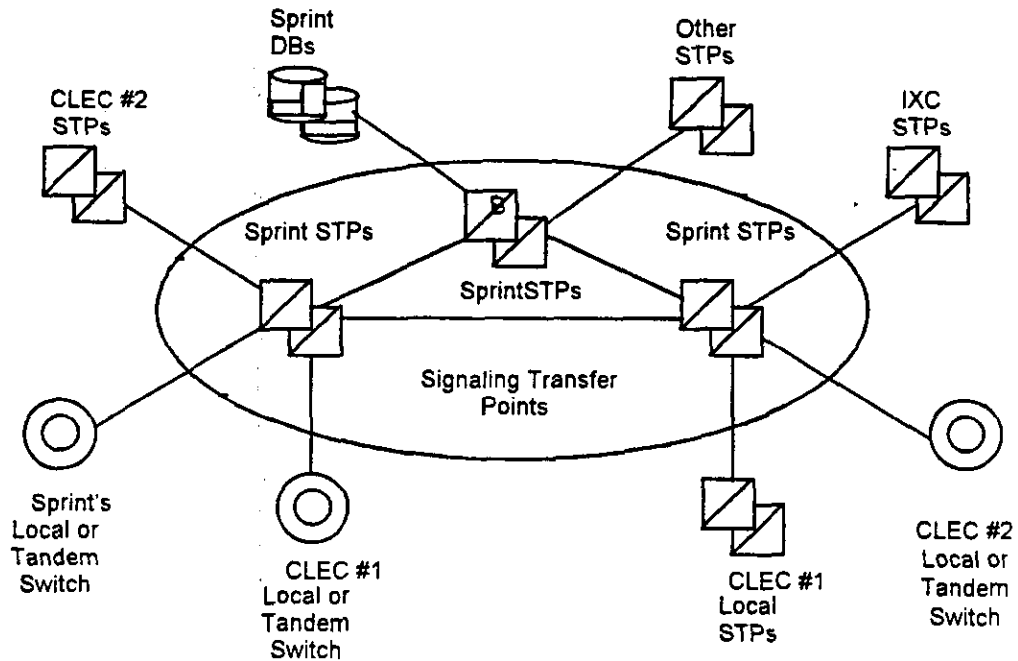


Figure 2

8.1.2.2 Technical Requirements

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

8.2.2.2.1 Sprint Local Switching or Tandem Switching;

8.2.2.2.2 Sprint Service Control Points/DataBases;

8.2.2.2.3 Third-party local or tandem switching systems; and

8.2.2.2.4 Third-party-provided STPs.

8.1.2.3 Interface Requirements

8.1.2.3.1 Sprint shall provide the following STPs options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:

8.1.2.3.1.1 An A-link interface from CLEC local switching systems; and,

8.1.2.3.1.2 B or D-link interface from CLEC STPs.

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

8.1.2.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 3.

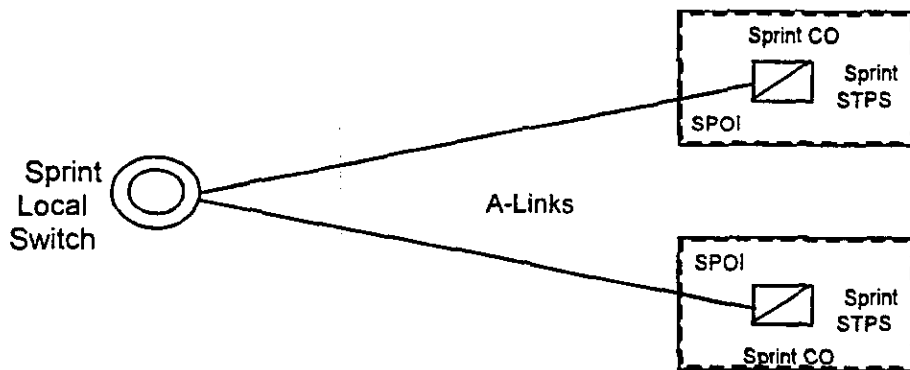


Figure 3. A-Link Interface

8.1.2.3.2.2 A B or D-link layer shall consist of four links, as depicted in Figure 4.

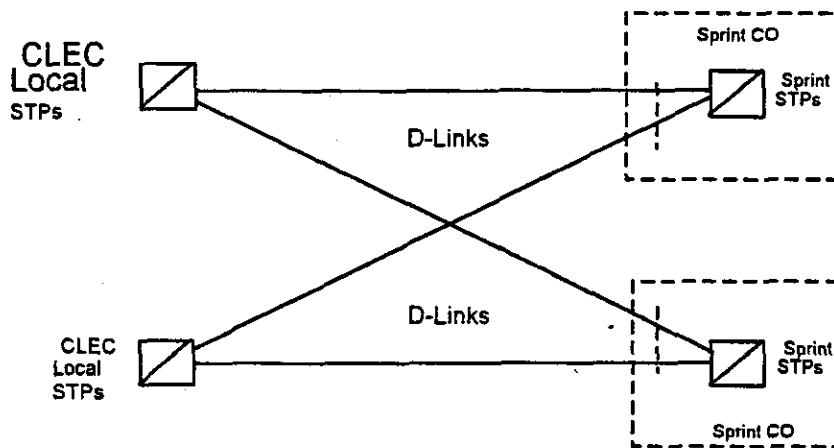


Figure 4. D-Link Interface

8.1.2.3.3 Signaling point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STPs is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DSO channel within the DS1 or higher rate interface.

PART C - ATTACHMENT IV

INTERCONNECTION

Section 1. *Local Interconnection Trunk Arrangement*

- 1.1 The Parties agree to initially use 2-Way trunks (1-way directionalized) for an interim period of 120 days after date of initial trunk turn-up. Either Party may extend the use of 1-way trunks for an additional 30 days, if necessary for engineering and billing purposes; provided that the Parties shall transition all 1-way trunks established under this Agreement.

1.1.1 The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on each others' networks as follows:

1.1.1.1 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic.

1.1.1.2 Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network. Upon agreement between CLEC and Sprint, equal access InterLATA and/or IntraLATA traffic may be combined on the same trunk group as Local Traffic, non-equal access IntraLATA toll traffic, and local transit traffic.

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

1.1.1.4 Separate trunk group will be utilized for connecting CLEC's switch to Sprint's Operator Service center for operator-assisted busy line interrupt/verify.

1.1.1.5 Separate trunk group will be utilized for connecting CLEC's switch to Sprint's Directory Assistance center in instances where CLEC is purchasing Sprint's unbundled Directory Assistance service.

1.2 Interconnection Point

1.2.1 "Interconnection Point" or "IP" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks.

1.2.2 CLEC will be responsible for engineering and maintaining its network on its side of the IP. Sprint will be responsible for engineering and maintaining its network on its side of the IP. If and when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be required to provide fifty (50) percent of the facilities or to its exchange boundary, whichever is less. CLEC will be required to provide fifty (50) percent of the facilities or to Sprint's exchange boundary, whichever is greater.

Section 2. Signaling

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

2.2 Refer to Attachment III, Section 10 for detailed terms of SS7 Network Interconnection.

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

2.3.1 Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within 30 days of the Approval Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS extended super frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Sprint. Where additional

equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

Section 3. Network Servicing

3.1 Trunk Forecasting:

3.1.1 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts shall include:

3.1.1.1 Yearly forecasted trunk quantities (which include baseline data that reflect actual tandem and end office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

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

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

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

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

3.1.4 Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher, as agreed upon by CLEC and Sprint. Initial trunking will be established between the CLEC switching centers and Sprint's access tandem(s). The Parties may utilize direct end office trunking depending upon tandem exhaust, traffic volumes, or by mutual agreement.

3.2 Grade of Service

3.2.1 A blocking standard of one percent (.01) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a Sprint access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Direct end office trunk groups are to be engineered with a blocking standard of one percent (.01).

3.3 Trunk Servicing

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

Section 4. Network Management

4.1 Protective Protocols

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

4.2 Expansive Protocols

4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk

servicing. Expansive controls will only be used when mutually agreed to by the parties.

4.3 Mass Calling

4.3.1 CLEC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

Section 5. Responsibilities Of The Parties

5.1 Sprint and CLEC agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

5.2 CLEC and Sprint will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Sprint and CLEC will work together to begin providing these forecasts within 30 days from the Approval Date. New trunk groups will be implemented as dictated by engineering requirements for either Sprint or CLEC.

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

5.4 CLEC is responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

5.5 CLEC and Sprint shall:

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

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

5.5.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection

trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

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

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

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

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

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

PART C - ATTACHMENT V

COLLOCATION

Section 1. Introduction

This Attachment sets forth the requirements for Collocation.

Section 2. Technical Requirements

2.1 Sprint shall provide space, as requested by CLEC, to meet CLEC's needs for placement of equipment, interconnection, or provision of service ("Collocated Space") in accordance with this Attachment V and Sprint's FCC #1 tariff and SPRINT MISSOURI, INC. ACCESS SERVICE TARIFF Section 15 ALEC Interconnection Services. tariff.

2.1.1 CLEC shall not occupy or use the Collocated Space, or permit the Collocated Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by this Agreement, if such purpose, act or thing (i) is in violation of any public law, ordinance or governmental regulation; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums beyond such increase as results from the contemplated occupancy for any insurance policy carried on the building or covering its operation; or (iv) violates the terms of this Agreement.

2.2 Sprint shall provide intraoffice facilities (e.g., DS0, DS-1, DS-3, and other available transmission speeds) as agreed to by CLEC and Sprint to meet CLEC's need for placement of equipment, interconnection, or provision of service.

2.3 Sprint agrees to allow CLEC's employees and designated agents unrestricted but escorted access to CLEC dedicated space in manned Sprint offices twenty-four (24) hours per day each day of the week. CLEC shall use reasonable efforts to provide Sprint twenty-four (24) hours prior notice of such access. Sprint may place reasonable security restrictions, including an escort requirement and charge for such escort, on access by CLEC's employees and designated agents to the Collocated Space in unmanned Sprint offices. Notwithstanding the above, Sprint agrees that such space shall be available to CLEC's employees and designated agents twenty-four (24) hours per day each day of the week upon twenty-four (24) hours prior notice. In no case should any reasonable security

restrictions be more restrictive than those Sprint places on their own personnel, except with respect to an escort requirement as set forth above.

2.4 CLEC may collocate the amount and type of equipment it deems necessary in its Collocated Space in accordance with FCC Rules and Regulations and Sprint's FCC #1 tariff and SPRINT MISSOURI, INC. ACCESS SERVICE TARIFF Section 15 ALEC Interconnection Services. Such equipment shall meet Bellcore specifications and be manufactured by a Sprint approved vendor. Approved vendors will, at a minimum, be vendors Sprint currently approves for its own use. Sprint will approve additional vendors provided they meet industry standards.

2.5 Sprint shall permit a collocating telecommunications carrier to interconnect its network with that of another collocating telecommunications carrier at the Sprint premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises. Sprint in all cases shall provide such interconnections.

2.6 Sprint shall permit CLEC or its designated subcontractor to perform the construction of physical collocation arrangements, provided, however, that any such CLEC subcontractor shall be subject to Sprint's approval, such approval shall not be unreasonably withheld. Approval by Sprint shall be based on the same criteria it uses in approving contractors for its own purposes.

2.7 CLEC shall not make substantial installations, alterations or additions in or to the Collocated Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocated Space that do not adversely affect the building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.

2.7.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. CLEC shall permit Sprint to inspect all construction operations within the premises and to approve contractors, which approval shall not be unreasonably withheld. If

alterations are made by CLEC's contractors, CLEC shall furnish to Sprint prior to commencement thereof, building permits and certificates of insurance to be provided by CLEC's contractors and sub-contractors. Any such insurance to be provided by CLEC's contractors or sub-contractors shall provide for coverage in amounts not less than as required by Sprint of CLEC under Section 2.45 of this Attachment V. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used shall be furnished to Sprint. CLEC and its contractors and sub-contractors shall hold Sprint harmless from all claims, costs, damages, liens and expenses which may arise out of or be connected in any way with installations, alterations or additions.

2.7.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocated Space by and at the expense of CLEC or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocated Space. Upon termination of a license for Collocated Space, however, Sprint shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocated Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

2.7.3 All fixtures and other equipment to be used by CLEC in, about or upon the premises shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.

2.8 Sprint shall provide basic telephone service with a connection jack as ordered by CLEC from Sprint for the Collocated Space. Upon CLEC's request, this service shall be available at the Collocated Space on the day that the space is turned over to CLEC by Sprint.

2.9 Sprint shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for CLEC's space and equipment. These environmental conditions shall adhere to Bellcore Network Equipment Building System (NEBS) standards TR-EOP-000063 or other mutually agreed standards.

2.9.1 If CLEC locates equipment or facilities in the Collocated Space which Sprint determines affect the temperature or other environmental conditions otherwise maintained by Sprint in the building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control

devices for the Collocated Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Sprint.

2.9.2 If CLEC's equipment or facilities requires cooling capability in excess of that normally provided by Sprint for its own equipment, any required supplementary air conditioning required by CLEC shall be paid by CLEC to Sprint.

2.10 Where available and subject to Sprint's standard security procedures, Sprint shall provide access to eyewash stations, shower stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents.

2.11 Sprint shall provide all ingress and egress of fiber and power cabling to Collocated Spaces. CLEC's specific diversity requirements for each site or Network Element will be provided in the collocation request.

2.12 Each party shall ensure protection of the other party's proprietary subscriber information. In conjunction with any collocation arrangement Sprint and CLEC shall adhere to the provisions of Section 13 of Part A of this Agreement.

2.13 Sprint shall participate in and adhere to negotiated and agreed to service guarantees and Performance Standards, if any.

2.14 Sprint shall provide CLEC with written notice five (5) business days prior to those instances where Sprint or its subcontractors may be performing work in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support CLEC equipment. Sprint will inform CLEC by telephone of any emergency related activity that Sprint or its subcontractors may be performing in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support CLEC equipment. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that CLEC can take any action required to monitor or protect its service.

2.15 Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments or decorating to the

Collocated Space, building and property, in a manner consistent with Sprint's normal business practices.

2.15.1 Sprint shall, where practical, provide CLEC with 24 hours prior notice before making repairs and/or performing maintenance on the Collocated Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the building or the Collocated Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Sprint; provided, however, that CLEC shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocated Space.

2.16 CLEC shall provide Sprint with written notice five (5) business days prior to those instances where CLEC or its subcontractors may be performing work in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support Sprint equipment. CLEC will inform Sprint by telephone of any emergency related activity that CLEC or its subcontractors may be performing in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support Sprint equipment. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that Sprint can take any action required to monitor or protect its service.

2.17 To the extent Sprint performs the construction of the physical collocation arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC.

2.18 CLEC and Sprint will complete an acceptance walk through of those portions of the collocation arrangement provided by Sprint. Exceptions that are noted during this acceptance walk through shall be corrected by Sprint within five (5) business days after the walk through except where circumstances reasonably warrant additional time. In such event, subject to CLEC's consent, which shall not be unreasonably withheld, Sprint shall be given additional time. The correction of these exceptions from the original collocation request shall be at Sprint's expense.

2.19 Sprint shall provide detailed Telephone Equipment drawings depicting the exact location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for Sprint Point of Termination Bay(s) to CLEC within ten (10) business days of acceptance of CLEC's request for Collocated Space.

2.20 Sprint shall provide detailed drawings depicting the exact path, with dimensions, for CLEC Outside Plant Fiber ingress and egress into Collocated Space within ten (10) business days of the acceptance of CLEC's request for Collocated Space.

2.21 Sprint shall provide detailed power cabling connectivity information including the sizes and number of power feeders to CLEC within ten (10) business days of the acceptance of CLEC's request for Collocated Space.

2.22 To the extent Sprint performs the construction of the physical collocation arrangement, Sprint shall provide positive confirmation to CLEC when construction of Collocated Space is 50% completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.

2.23 Sprint shall provide the following information to CLEC within ten (10) business days of receipt of a written request from CLEC:

2.23.1 Work restriction guidelines.

2.23.2 Sprint or Industry technical publication guidelines that impact the design of Sprint collocated equipment.

2.23.3 Sprint contacts (names and telephone numbers) for the following areas:

- Engineering
- Physical & Logical Security
- Provisioning
- Billing (Related to Collocation Services)
- Operations
- Site and Building Managers
- Environmental and Safety

2.23.4 Escalation process for the Sprint employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to CLEC's collocation.

2.24 Power as referenced in this document refers to any electrical power source supplied by Sprint for CLEC equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. Sprint will supply power to support CLEC equipment at equipment specific DC and AC voltages. At a minimum, Sprint shall supply power to CLEC at parity with that provided by Sprint to itself or to any third party. If Sprint performance, availability, or restoration falls below industry standards, Sprint shall bring itself into compliance with such industry standards as soon as technologically feasible.

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

2.24.2 Sprint shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, interconnection, or provision of service.

2.24.3 Sprint power equipment supporting CLEC's equipment shall:

2.24.3.1 Comply with applicable industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at parity with that provided for similar Sprint equipment;

2.24.3.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at parity with that provided for similar Sprint equipment;

2.24.3.3 Provide, upon CLEC's request, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;

2.24.3.4 Provide central office ground, connected to a ground electrode located within the Collocated Space, at a

level above the top of CLEC equipment plus or minus 2 feet to the left or right of CLEC's final request; and

2.24.3.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC equipment in accordance with CLEC's collocation request.

2.24.3.6 To the extent Sprint performs the construction of physical collocation arrangements, Sprint shall, within ten (10) business days of CLEC's request:

2.24.3.6.1 The standard prices for collocation are as set forth in Sprint's tariffs, and nonstandard charges shall be negotiated between the parties.

2.24.3.6.2 Provide an installation schedule and access that will allow Sprint and CLEC installation efforts in parallel without jeopardizing either party's personnel safety or existing services;

2.24.3.6.3 Provide information on existing power plant alarms that adhere to Bellcore Network Equipment Building System (NEBS) standards TR-EOP-000063;

2.24.3.7 Sprint shall provide cabling that adheres to Bellcore Network Equipment Building System (NEBS) standards TR-EOP-000063; 2.24.3.8 Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

2.24.3 Sprint will provide CLEC with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in Sprint facility. Sprint shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC equipment.

2.24.4 CLEC will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in CLEC facility. CLEC shall provide Sprint immediate notification

by telephone of any emergency power activity that would impact Sprint equipment.

2.25 To the extent that space for virtual collocation is available, Sprint shall provide virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Sprint shall take collocator demand into account when renovating existing facilities and constructing or leasing new facilities.

2.26 Where collocation space and associated requirements are available, intervals for physical collocation shall be a maximum of three months from the requested date, subject to additional time for asbestos removal or extraordinary construction as mutually agreed upon by CLEC and Sprint. Virtual collocations will have a maximum interval of 2 months.

2.27 CLEC may choose to lease unbundled transport from the Sprint, or from a third carrier, rather than construct to the Sprint facility where equipment will be collocated.

2.28 Sprint will maintain, at CLEC's expense, CLEC's virtually collocated equipment in a manner equal to that with which it maintains its own equipment. Maintenance includes the change out of electronic cards provided by CLEC and per CLEC's request.

2.29 As part of the license granted in Section 4 herein, CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocated Space, corridors and other access ways from the entrance to the building, the Collocated Space, and the parking areas adjacent to the building for vehicles of persons while working for or on behalf of CLEC at the Collocated Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or by other occupants of the building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, such as those set forth in Section 2.3 of this Attachment V.

2.30 Where available, Sprint shall furnish passenger elevator service as necessary to reach the Collocated Space or common areas to which

CLEC has access pursuant to the terms of this Attachment V 24 hours a day, seven days a week. Where available, freight elevator service when used by CLEC's contractors, employees or agents shall be provided at times reasonably satisfactory to Sprint.

2.31 CLEC shall regularly inspect the Collocated Space to ensure that the Collocated Space is in good working condition. CLEC shall promptly notify Sprint of any damage to the Collocated Space or of the need to perform any repair or maintenance of the Collocated Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocated Space). CLEC shall keep the Collocated Space clean and trash free.

2.31.1 The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space or building which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees, or agents, shall be paid by CLEC to Sprint within 10 days after being billed for such repairs and maintenance by Sprint.

2.32 CLEC shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocated Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the Collocated Space. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the Collocated Space, such changes, modifications or additions shall be made by CLEC at its expense, following review and approval by Sprint prior to any work being done. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the Collocated Space of CLEC's in general are located, such changes, modifications, or additions shall be made by Sprint and CLEC shall reimburse Sprint for the cost thereof in the same proportion as the square footage of the Collocated Space as compared to the total square footage of the affected portion of the building.

2.33 CLEC, its employees, agents, contractors, and business invitees shall (i) comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness

and/or preservation of the good order of the building, the property and the Collocated Space and its tenants and occupants, and (ii) comply, at its own expense, with all ordinances which are applicable to the Collocated Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocated Space during the term of this Agreement or any extension hereof.

2.34 CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocated Space or the building, outside or inside, without the prior written consent of Sprint. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the halon space for proper halon concentration, and to ensure compliance with Sprint's fireproofing policy, any penetrations by CLEC, whether in the Collocated Space, the building or otherwise, shall be sealed as quickly as possible by CLEC with Sprint-approved fire barrier sealants, or by Sprint at CLEC's cost.

2.35 CLEC shall not exceed the uniformly distributed live load capacity.

2.36 CLEC equipment within the Collocated Space shall be connected to Sprint's grounding system.

2.37 CLEC shall post in a prominent location visible from the common building area, the telephone numbers of emergency contact personnel for 24 hour emergency use by Sprint. CLEC will promptly update this information as changes occur.

2.38 CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Sprint location, or on the Collocated Space, without the prior written consent of Sprint.

2.39 CLEC shall not use the name of the Sprint building or Sprint for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Sprint building on any letterhead, envelope, circular, notice or advertisement, without the prior written consent of Sprint.

2.40 CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocated Space or on the Sprint property any article, thing or service

except those ordinarily embraced within the use of the Collocated Space specified in this Attachment V, without the prior written consent of Sprint.

2.41 CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocated Space; take or permit to be taken in or out of other entrances of the Sprint building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, or accidentally, or otherwise, allow anything to remain in, place, or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, move all supplies, furniture and equipment directly to the Collocated Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the building.

2.42 CLEC shall not do or permit anything to be done upon the premises, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the building. CLEC shall not do or permit anything to be done upon the premises which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the property.

2.42.1 CLEC shall not, without the prior written consent of Sprint: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the premises; (ii) use the premises for housing, lodging, or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the premises or permit the presence of any animals except those used by the visually impaired. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

2.43 Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs improvements or otherwise; however, Sprint agrees to use its best

efforts not to interfere with CLEC's use of the Collocation Space. Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint.

2.43.1 No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render Sprint liable to CLEC for damages, by abatement of collocation charges, except as set forth in the tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.

2.43.2 Sprint shall have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

2.44 Sprint shall have the following rights, and others not specifically excluded in this Agreement, exercisable without notice and without liability to CLEC for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of CLEC's use or possession or giving rise to any claim for offsets, or abatement of rent:

2.44.1 To change the name or street address of the building;

2.44.2 To install and maintain signs on the exterior and interior of the building or anywhere on the property;

2.44.3 To designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed on the premises;

2.44.4 To use any means Sprint may deem proper to open Collocation Space doors in an emergency. Entry into the Collocation Space obtained by Sprint by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation Space or any portion thereof;

2.44.5 To utilize the space within the building in such a manner as will best enable it to fulfill its own service requirements;

2.44.6 At any time, to decorate and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the premises, the property, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the premises or any part of the property all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Sprint shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;

2.44.7 To do or permit to be done any work in or about the Collocation Space or the property or any adjacent or nearby building, land, street or alley;

2.44.8 To grant to anyone the exclusive right to conduct any business or render any service on the property, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement;

2.44.9 If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require CLEC to move to equivalent Collocation Space in the building upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the charges for collocation provided for herein shall remain the same; and

2.44.10 To designate all spaces occupied by CLEC's facilities under this Agreement.

2.45 CLEC shall carry insurance, at CLEC's expense, insuring CLEC and, except for worker's compensation, and showing Sprint as additional insured and/or loss payee, as its interest may appear. Such insurance shall contain such terms and conditions, provide such coverages and exclusions and be written by such companies as Sprint shall find satisfactory.

2.45.1 As of the date that CLEC begins construction of any portion of a physical collocation arrangement or as of the date that CLEC begins to occupy any physical collocation arrangement under this Agreement, whichever is earlier, CLEC shall maintain the following coverages in the following amounts; provided, however, that Sprint

retains the right to require additional and/or different coverages and amounts during the term of this Agreement:

2.45.1.1 Commercial general liability, occurrence form, in limits of not less than \$1,000,000 combined single limit for bodily injury, personal injury and property damage liability insurance to include coverage for products/completed operations and explosion, collapse and underground liability;

2.45.1.2 "All Risk" property insurance on a full replacement cost basis, insuring CLEC's real and personal property situated on or within the property. CLEC may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur;

2.45.1.3 Business auto insurance, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage liability;

2.45.1.4 Worker's compensation insurance in accordance with statutory requirements, and employer's liability with a minimum amount of \$500,000 per accident; and

2.45.1.5 Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate to provide excess limits over all primary liability coverages.

2.45.2 The limits of the insurance policies obtained by CLEC as required above shall in no way limit CLEC's liability to Sprint should CLEC be liable to Sprint under the terms of this Agreement or otherwise.

2.45.3 CLEC shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed and to guarantee that the coverage will not be canceled or materially altered without first giving at least 30 days prior written notice to Sprint.

2.45.4 All policies required of CLEC shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be

written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry. Any other provisions contained in this Section, this Attachment or this Agreement notwithstanding, the amounts of all insurance required to be obtained by CLEC shall not be less than an amount sufficient to prevent Sprint from becoming a co-insurer.

2.46 If the premise or a portion thereof sufficient to make the premises substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the premises to its previous condition. A license granted under this Attachment shall not terminate unless, within 90 days after the occurrence of such casualty, Sprint notifies CLEC of its election to terminate said license. If Sprint does not elect to terminate said license, Sprint shall repair the damage to the premises caused by such casualty.

2.46.1 Notwithstanding any other contrary provision of this Agreement, if any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, licensees, customers or business invitees, unless Sprint otherwise elects, a license for Collocation Space shall not terminate, and, if Sprint elects to make such repairs, CLEC shall reimburse Sprint for the cost of such repairs, or CLEC shall repair such damage, including damage to the building and the area surrounding it, and the charges to be paid to Sprint by CLEC shall not abate.

2.46.2 If the building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within 90 days of such casualty, terminate a license for Collocation Space by giving written notice of its intent to terminate said license. The termination as provided in this paragraph shall be effective 30 days after the date of the notice.

2.46.3 Notwithstanding any other provision of this Agreement, Sprint shall not be liable for any repair or restoration until, and then only to the extent that, insurance proceeds are received.

2.47 If the property, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, the term of a Collocation Space license shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is

sought to take or damage any part of the property, or if the grade of any street or alley adjacent to the property is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the property to conform to the changed grade, Sprint shall have the right to terminate a Collocation Space license upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to CLEC for such cancellation, and CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

2.48 At the termination of a Collocation Space license by lapse of time or otherwise:

2.48.1 CLEC shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.

2.48.2 CLEC shall remove its equipment from the Collocation Space within thirty (30) days.

2.48.3 CLEC shall return to Sprint the Collocation Space and all equipment and fixtures of Sprint in as good a condition and state of repair as when CLEC originally took possession, normal wear and tear or damage by fire or other casualty excepted. CLEC shall be responsible to Sprint for the cost of any repairs that shall be made necessary by the acts or omissions of CLEC or of its agents, employees, contractors or business invitees. Sprint reserves the right to oversee CLEC's withdrawal from the Collocation Space and CLEC agrees to comply with all directives of Sprint regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Sprint's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that CLEC shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put CLEC to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition,

2.48.4 All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to CLEC, in or upon the Collocation Space, whether placed there by CLEC or Sprint, shall

be Sprint's property and shall remain upon or in the Collocation Space, all without compensation, allowance or credit to CLEC; provided, however, that if prior to such termination or within ten (10) days thereafter, Sprint so directs, CLEC shall promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Collocation Space by CLEC, failing which Sprint may remove the same, and CLEC shall, upon demand, pay to Sprint the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by Sprint.

2.48.5 All fixtures, installations, and personal property belonging to CLEC not removed from the Collocation Space upon termination of a Collocation Space license and not required by Sprint to have been removed as provided in this Attachment V, shall be conclusively presumed to have been abandoned by CLEC and title thereto shall pass to Sprint under this Attachment V as if by a bill of sale.

2.48.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, CLEC shall indemnify Sprint against loss or liability resulting from delay by CLEC in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.

2.49 If the owner of the building or Sprint sells, transfers or assigns any interest in the building, or there is any material change in the lease to which the building is subject, and such sale, transfer, assignment or material change in the lease gives rise to an obligation which is inconsistent with a Collocation Space license granted under this Attachment V, Sprint's performance under this Attachment V shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

2.50 A Collocation Space license granted under this Attachment V shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the premises, building or any portion thereof and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

Section 3. Physical Security

3.1 Each party shall exercise the same degree of care [but not less than reasonable] to prevent harm or damage to the other party or its employees, agents or subscribers, or their property. Sprint and its employees, agents or representatives shall take reasonable and prudent steps to ensure the adequate protection of CLEC property, equipment and services including, but not limited to:

3.1.1 Restricting access to CLEC equipment, support equipment, systems, tools, or spaces which contain or house CLEC equipment enclosures to CLEC employees and other authorized non-CLEC personnel to the extent necessary to perform their specific job function.

3.1.2 CLEC shall provide a written logbook for Sprint's employees to sign when entering CLEC's physical Collocation Space which houses or contains CLEC equipment or equipment enclosures.

3.1.3 When Sprint's employees enter CLEC's physical Collocation Space, Sprint's employees shall comply at all times with CLEC security and safety procedures and requirements, including but not limited to sign-in, identification, and escort requirements while in CLEC's physical Collocation Spaces which house or contain CLEC equipment or equipment enclosures. In the event any issues or problems arise under this Section 3.1 the parties agree to negotiate a reasonable resolution to such issue or problem.

3.1.4 Ensuring that the physical collocation area which houses CLEC's equipment is adequately secured and monitored to prevent unauthorized entry to the same extent and at the same level Sprint provides itself.

3.1.5 Subject to Section 2.3 of this Attachment V, allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.

3.1.6 Limiting the keys used in its keying systems for CLEC's physical Collocation Spaces which contains or houses CLEC equipment or equipment enclosures to Sprint employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

3.1.7 Upon CLEC's request, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to CLEC's physical Collocation Space which contains or houses CLEC equipment or equipment enclosures.

3.1.8 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by personnel security escort, installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.

3.1.9 Providing real time notification to designated CLEC personnel to indicate an actual or attempted security breach.

3.1.10 Subject to the provisions of Sections 2.9, 2.9.1 and 2.9.2 above, ensuring that areas designated to house CLEC equipment are environmentally appropriate for the CLEC equipment installation, and adequate to maintain proper operating conditions for the CLEC equipment.

3.2 Sprint, at CLEC's expense, may issue non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocated Space.

3.3 Sprint may issue access cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise building security.

3.4 Sprint reserves the right to close and keep locked all entrance and exit doors of the building during hours Sprint may deem advisable for the adequate protection of the building.

3.5 CLEC agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the building, including, without limitation:

3.5.1 CLEC will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the building. The list will include the social security numbers of all such individuals.

3.5.2 CLEC is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees

who no longer require access to the Collocated Space. All cards, codes, or keys must be returned upon termination of this Agreement. Unreturned or replacement cards, codes, or keys may be subject to a reasonable fee at the discretion of Sprint.

3.5.3 CLEC's employees, agents, invitees and vendors must display identification cards at all times.

3.5.4 CLEC will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available 24 hours a day, seven days a week to verify identification.

3.5.5 Before leaving the Collocated Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocated Space. Any damage resulting from CLEC's failure to do so shall be the responsibility of CLEC.

3.6 CLEC will allow Sprint to access its Collocated Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including CLEC equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. Except in emergencies or unless CLEC has waived such notice elsewhere in this Attachment V, and if conditions permit, Sprint will provide CLEC with notice of its intent to access the Collocated Space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

Section 4. License

Sprint hereby grants CLEC a license to occupy any premises or rack space which contain collocated equipment, including without limit all necessary ingress, egress and reasonable use of Sprint's property, for the Term of the Agreement.

Section 5. Technical References

Sprint shall provide collocation in accordance with the following standards:

- 5.1 National Electrical Code (NEC) use latest issue.
- 5.2 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2, (Bellcore, January 1989).
- 5.3 TR-EOP-000063 Network Equipment Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988.
- 5.4 TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Rectifiers, Issue 1, (Bellcore, May 1985).
- 5.5 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).
- 5.6 TR-NWT-000154, Generic Requirements for 24-, 48-, 130, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2, (Bellcore, January 1992).
- 5.7 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2, (Bellcore, July 1992).
- 5.8 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1, (Bellcore, December 1991).
- 5.9 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993.

PART C - ATTACHMENT VI

RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

Section 1. Introduction

This attachment sets forth the requirements for Rights of Way, Conduits and Pole Attachments.

Section 2. Definitions

2.1 An "anchor" refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term "anchor" does not include the guy strand which connects the anchor to the Pole.

2.2 An "Attachment" is any placement of CLEC's facilities in or on Sprint's Poles, ducts, conduits, or Right of Way.

2.3 A "conduit" is a tube or protected trough that may be used to house communication cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

2.4 A "conduit system" is any combination of ducts, conduits, manholes and handholes joined to form an integrated whole. Conduit systems may pass through or originate in or terminate in other facilities which may be physically connected to the conduit system .

2.5 A "duct" is a single enclosed path to house facilities to provide Telecommunications Services.

2.6 The terms "facility" and "facilities" refers to any property, equipment, or items owned or controlled by any person or entity. The terms "facility" and "facilities" include, but are not limited to, Poles, anchors, Pole hardware, wires, cables, strands, apparatus enclosures, or any other items attached to a Pole or attached to hardware affixed to or associated with a Pole; conduit and conduit systems and wires, cables, optical conductors, associated hardware, or other equipment located within a Conduit System. The terms "facility" and "facilities" may also include property, equipment, and items which do not occupy a conduit system or which are not attached to a Pole or attached to hardware affixed to or associated with a Pole.