

2.7 An "inner duct" is one of the single enclosed pathways located within a duct, or buried separately without the benefit of a conduit.

2.8 The term "Make Ready Work" refers to all work performed or to be performed to prepare Sprint's Poles, Ducts, Conduits or other Right of Way for the requested occupancy or attachment of CLEC's facilities. "Make ready work" includes, but is not limited to, clearing obstructions, the rearrangement, transfer, replacement, and removal of existing facilities on a Pole or in a conduit system where such work is required solely to accommodate CLEC's facilities. "Make ready work" may include the repair, or modification of Sprint's facilities (including, but not limited to, conduits, ducts, or manholes) or the performance of other work required to make a Pole, conduit or duct usable for the placement of CLEC's facilities.

2.9 A "manhole" is a subsurface enclosure that personnel may enter and use for the purpose of installing, operating, maintaining, and repairing communications facilities.

2.10 A "handhole" is a subsurface enclosure that is too small for personnel to enter and is used for the purpose of installing, operating, maintaining, and repairing communications facilities.

2.11 A "Pole" refers to Sprint Poles and anchors and does not include poles or anchors with respect to which Sprint has no legal authority to permit attachments by other persons or entities.

2.12 A "Pole attachment" is the connection of a facility to a Pole. Some examples of such facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

2.13 A "Right of Way" ("ROW") is the right to use the land or other property of another party to place poles, conduits, cables, or other structures and equipment, or to provide passage to access such structures and equipment for the purpose of providing Telecommunications Services. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

Section 3. Requirements

3.1 General

3.1.1 Sprint shall make Poles, ducts, conduits, conduit systems, and other ROW available to CLEC for Attachments under the terms and conditions set forth in this Section 3.

3.1.2 Sprint shall provide CLEC equal and non-discriminatory access to Poles, ducts, conduits, and other ROW, it owns or controls. Such access shall be provided on terms and conditions equal to that provided by Sprint to itself or to any other party consistent with Section 224 of the Act. Further, Sprint shall not preclude or delay allocation of these facilities to CLEC because of the potential needs of itself or of other parties, except for work in progress, which may be retained for Sprint facilities deployment within three hundred sixty-five (365) calendar days of the date of the formal CLEC request.

3.1.3 Each of the parties shall designate to the other, on the basis of specific operating regions, single points of contact for negotiating all issues relating to implementation of this Section 3. The single points of contact shall also be the contacts for all notices and demands, offers and acceptances under this Section 3, unless otherwise agreed in writing by the parties.

3.1.4 Excepting work in progress as described above, and maintenance and emergency ducts as provided below, all usable but unassigned space on Poles, or in ducts, conduits, or other ROW owned or controlled by Sprint shall be available for the attachments of CLEC, Sprint or other providers of Telecommunications Services or cable television systems. Sprint may reserve for emergency and maintenance purposes one duct in each conduit section of its facility routes. Such duct shall be equally accessible and available by any party with facilities in such conduit section to use to maintain its facilities or to restore them in an emergency.

3.1.5 All CLEC facilities placed in or upon Sprint ROW shall be clearly tagged or labeled with CLEC ownership identification so that it may be readily identified by Sprint or its contractors as CLEC facilities.

3.1.6 Access to Sprint Poles, ducts, conduits or other ROW by CLEC or its designated personnel or contractors shall be provided

on an escorted basis and upon a reasonable request for access to such Poles, ducts, conduits or other ROW. CLEC shall pay for one access escort based on an hourly rate of the appropriate level of escorting personnel as determined by Sprint, unless Sprint and CLEC have reached agreement that no escort is necessary, which may be negotiated on a case by case basis. Such escort service shall be available on a reasonable basis 24 hours per day.

3.2 Pre-Ordering Disclosure Requirements

3.2.1 CLEC may request information regarding the availability and conditions of Poles, ducts, conduits and other ROW prior to the submission of Attachment Requests (as defined below). Sprint shall provide information regarding the availability and condition of Sprint's Poles, ducts, conduits or other ROW for Attachments within fifteen (15) business days of a request. If it is unable to inform CLEC about availability and conditions within such fifteen-day interval, Sprint shall advise CLEC within ten (10) business days after receipt of CLEC's information request and will seek a mutually satisfactory time period for Sprint's response, which in no event shall exceed thirty (30) calendar days. If Sprint's response requires a field-based survey, CLEC shall have the option to be present at the field-based survey and Sprint shall provide CLEC at least two (2) calendar days notice prior to the start of such field survey. During and after the field based survey, Sprint shall allow CLEC personnel (with Sprint escort) to enter manholes and view Pole structures to inspect such structures in order to confirm usability or assess the condition of the structure.

3.2.2 Sprint shall make existing route maps of Poles, ducts, conduits or other Right of Way available to CLEC, at a city level, at Sprint's facilities within two (2) business days and if such maps need to be generated, within ten (10) business days of CLEC's request. Preparation of such maps requested by CLEC shall be accommodated by Sprint on a reasonable basis and at CLEC's expense, plus a reasonable administrative fee. In making these maps and drawings available, Sprint makes no express or implied warranty as to the accuracy of these maps and drawings, except that they reflect the equivalent accuracy and timeliness of information used by Sprint in its operations.

3.2.3 Sprint shall invoice CLEC an administrative fee equal to one hundred percent (100%) of the direct cost of providing maps and drawings, in addition to the direct cost of copying any requested maps or drawings.

3.3 Attachment Requests

3.3.1 Sprint agrees to permit CLEC to place CLEC's facilities on or in Sprint's Poles, ducts, conduits, and other ROW pursuant to Attachment requests from CLEC approved in accordance with this Section 3.3, on the terms and conditions set forth herein and in the "Attachment Request".

3.3.2 At any time after the Approval Date, CLEC may submit a written Attachment Request, in a form to be designated by Sprint, to Sprint. An Attachment Request shall be deemed properly submitted if it identifies with specificity the Sprint Poles, ducts, conduits, or other ROW for which CLEC seeks Attachment. Sprint shall approve any properly submitted Attachment Request within ten (10) business days, if the space has previously been determined to be available under the procedures set forth in Section 3.2.1 of this Attachment VI above. No Attachments shall be placed on any Sprint Pole identified in an Attachment Request until the Attachment Request has been approved by Sprint. CLEC may submit subsequent Attachment Requests as needed. CLEC shall have fourteen (14) calendar days after Sprint's return of the approved Attachment Request to CLEC to execute the Attachment Request and return the same to Sprint. If CLEC does not return the Attachment Request within the fourteen (14) calendar day interval specified above, then such request shall be null and void and such ROW shall become immediately available to other parties. The approved Attachment Request shall serve as the binding attachment contract between the parties.

3.3.3 Together with Sprint's notice of approval of an Attachment Request submitted by CLEC, Sprint shall also provide an estimate of the Make Ready Work costs associated with making the space available for CLEC's Attachment. Sprint shall complete any Make Ready Work required to enable CLEC to install its facilities at both a reasonable cost and within a reasonable time, both of which shall be agreed upon by Sprint and CLEC. If such agreement does not occur within ten (10) calendar days of Sprint's provision of a quote for such work or CLEC determines the quote is too high, CLEC may complete Make Ready Work on its own or hire outside contractors to do the work at CLEC's expense. Any contractors hired by CLEC pursuant to this Section 3 shall meet Sprint's reasonable standards, which shall not exceed the equivalent personnel qualifications of Sprint personnel performing the same task. Sprint shall provide a security escort for CLEC and CLEC

contractor and CLEC shall pay for such escort based on an hourly rate. Where CLEC submits an Attachment Request and subsequently fails to return an executed Attachment Request within fourteen calendar (14) days of Sprint's notice of approval, CLEC shall reimburse Sprint for its reasonable cost to provide pre-ordering information and any site survey work and the Attachment Request shall become null and void. Upon acceptance of an approved Attachment Request by CLEC and its return to Sprint, Sprint shall bill CLEC for any Make Ready Work non-recurring charges, if Sprint is to perform the Make Ready Work. Upon completion of any required Make Ready Work by Sprint or upon receipt of the approved Application Request by Sprint, whichever is later, written notice shall be provided to CLEC granting access to the ROW and advising CLEC of the date that monthly billing for such ROW shall commence. CLEC shall have one hundred eighty (180) calendar days to begin attachment and/or installation of its facilities after receipt of such notice. Any such construction shall be completed by the end of three hundred sixty-five (365) calendar days after receipt of such notice, unless CLEC notifies Sprint differently and Sprint agrees to such delay. CLEC notification to Sprint shall be provided at least sixty (60) calendar days prior to the expiration of the three hundred sixty-five (365) calendar day period. If CLEC does not begin construction within this time frame, Sprint will cease monthly billing to CLEC and the access to the ROW and the Attachment Request shall be deemed null and void.

3.3.4 Sprint shall make space available to CLEC as soon as any Make Ready Work to be provided by Sprint, as described in Section 3.3.3, is completed. At that time, CLEC shall have the right, subject to the terms and conditions of this Agreement, to place and maintain the facilities described in the Attachment Request in the space designated on or in Sprint's Poles, ducts, conduits, and other ROW identified therein. CLEC may, at its option, use CLEC or CLEC-designated personnel, which CLEC shall identify to Sprint prior to beginning construction, to attach its equipment to Sprint structures, subject to Sprint's agreement with the proposed construction methods proposed by CLEC to perform such work. Sprint shall provide a security escort to accompany CLEC or its contractors and CLEC shall pay for same based on an hourly rate. Sprint may stop CLEC or its contractors' construction activities if the same is not performed in accordance with the approved methods. Any such approval shall not be unreasonably withheld, delayed or denied. Sprint may require dismissal of the CLEC or CLEC-designated personnel in the event Sprint

reasonably believes such personnel are not properly performing construction hereunder.

3.3.5 If Sprint performs the Make Ready Work specified by Section 3.3.3, CLEC agrees to pay Sprint the Make Ready Work costs within sixty (60) business days of receiving Sprint's invoice.

3.3.6 Sprint will provide CLEC with answers to an environmental, health and safety questionnaire for each Sprint facility in or on which CLEC seeks an Attachment. CLEC may provide this questionnaire with its Attachment Request and Sprint shall return it to CLEC with the approval of CLEC's Attachment Request.

3.4 Authority to Place Attachments

3.4.1 Before CLEC places any Attachment pursuant to an approved Attachment Request, CLEC shall submit evidence of its authority to erect and maintain the facilities to be placed on Sprint's facilities within the public streets, highways and other thoroughfares or on private property, where such additional authority is required by law. CLEC shall be solely responsible for obtaining all necessary licenses, authorizations, permits, and consents from federal, state and municipal authorities that may be required to place Attachments on Sprint's facilities.

3.4.2 Sprint shall not unreasonably intervene against or attempt to delay the granting of any necessary licenses, authorizations, permits or consents from federal, state and municipal authorities or private property owners that may be required for CLEC to place its Attachments on or in any Poles, ducts, conduits, or other ROW that Sprint owns or controls.

3.4.3 If any license, authorization, permit or consent obtained by CLEC is subsequently revoked or denied for any reason, permission to attach to Sprint's facilities shall terminate immediately and CLEC shall remove its Attachments (if any) within one hundred twenty (120) calendar days. CLEC may, at its option, litigate or appeal any such revocation or denial and if CLEC is diligently pursuing such litigation or appeal, CLEC may continue to maintain its Attachment. In doing so, CLEC agrees to indemnify Sprint from and against any and all costs resulting from Sprint's continuation of the Attachment which is the subject of such litigation or appeal.

3.5 Capacity

3.5.1 When there is insufficient space on a Pole or in a Sprint conduit to accommodate an CLEC-requested Attachment or occupancy, Sprint shall, at CLEC's option: (1) replace the Pole or conduit with one of greater height or capacity; or (2) permit CLEC to replace the Pole or conduit with a Sprint-furnished Pole or conduit of greater height or capacity, or (3) place additional Poles or conduits in the ROW. CLEC shall be obligated to reimburse Sprint for its proportionate share of the actual costs incurred.

3.5.2 Sprint shall permit CLEC to break out of Sprint conduit and to maintain facilities within conduit space used by CLEC and, where required by Sprint, shall provide CLEC designated personnel with one escort and CLEC shall pay for such escort based on an hourly rate. Such escort service shall be available twenty-four (24) hours per day each day of the week.

3.5.3 Sprint shall permit manhole interconnections and breaking out of Sprint manholes and shall provide CLEC with sufficient space in manholes for the racking and storage of cable and other materials as requested by CLEC. Sprint reserves the right to deny nonstandard requests to break out of manholes where the location in which CLEC wants to break out is blocked by a cable rack.

3.5.4 Sprint shall take all reasonable measures to allow access and/or egress to all conduit systems. This shall include but not be limited to Sprint's removal, upon CLEC's request, of any retired cable for conduit systems to allow for the efficient use of conduit space within a reasonable period of time. If the parties are unable to agree on what is reasonable (in terms of measures or time intervals), the matter may be submitted in accordance with the Dispute Resolution Procedures, described in Part A of this Agreement, by either party.

3.5.5 Where a spare inner duct does not exist, Sprint shall allow installation of an inner duct in a spare Sprint conduit. The procedure set forth in Section 3.3.3 shall govern such installation.

3.5.6 Neither party shall attach, or permit other entities to attach facilities on existing facilities of the other without the other party's prior written consent. Such consent will not be unreasonably withheld if the requested use is to facilitate use of the ROW by Sprint or any other party on a temporary basis until such reasonable time as the ROW can be expanded.

3.5.7 CLEC acknowledges that, from time to time, it may be necessary or desirable for Sprint to change out Poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by Sprint's business needs or by factors outside of Sprint's control, such as the decision by a municipality to widen streets or authorized application of another entity seeking access to Sprint's Poles or conduit systems. CLEC agrees that CLEC will, upon Sprint's request and at Sprint's expense, but at no cost to CLEC so long as no additional cost is incurred by Sprint as a result of CLEC being attached, participate with Sprint (and other licensees) in the relocation, reconstruction, or modification of Sprint's conduit system or facilities rearrangement.

3.6 Sharing of Right of Way

3.6.1 Sprint shall offer the use of such ROW it has obtained from a third party to CLEC, to the extent that Sprint's agreement with the third party explicitly permits Sprint to grant such rights to CLEC. If said third party agreement does not explicitly permit Sprint to grant such rights to CLEC, Sprint will, upon CLEC's request, grant said rights to CLEC provided that CLEC agrees, in writing, to indemnify, defend and hold Sprint harmless from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney fees) to third parties relating to or arising out of the grant of such right of use to CLEC.

3.7 Emergency Situations

3.7.1 Within fifteen (15) business days after the Approval Date, Sprint and CLEC shall mutually agree on a non-discriminatory priority method to access Sprint manholes and conduits in emergency situations.

3.8 Attachment Fees

3.8.1 CLEC shall pay Sprint an Attachment fee consistent with the Act, the FCC's implementing rules and regulations promulgated thereunder, and/or any relevant state commission order, for each Sprint facility upon which CLEC obtains authorization to place an Attachment. The parties agree that any new FCC rules and regulations setting forth a new methodology for determining the Attachment fee shall govern the establishment of the pricing of Attachments.

3.8.2 Sprint shall maintain an inventory of the Sprint facilities occupied by CLEC based upon the cumulative facilities specified in all Attachment Requests approved in accordance with Section 3.3. CLEC shall provide Sprint with "as built" drawing after each Attachment is completed. CLEC shall have the right to remove any Attachment at any time, and it shall be CLEC's sole responsibility to notify Sprint of any and all removals by CLEC of its Attachments from Sprint's facilities. Such notice shall be provided to Sprint at least thirty (30) calendar days prior to the removal of the Attachment and shall take the form of a notice of removal. CLEC shall remain liable for an Attachment fee for each Sprint facility included in all approved Attachment Requests until a notice of removal has been received by Sprint or CLEC cancels an Attachment pursuant to Section 3.13. Sprint may, at its option, conduct a physical inventory of the Attachments for purposes of determining the Attachment fees to be paid by CLEC under this Section 3.

3.9 Additions and Modifications to Existing Attachments

3.9.1 CLEC shall not modify, add to or replace facilities on any pre-existing Attachment without first notifying Sprint in writing of the intended modification, addition or replacement at least thirty (30) calendar days prior to the date the activity is scheduled to begin. The required notification shall include: (1) identification of the impacted Attachment, (2) the date the activity is scheduled to begin, (3) a description of the planned modification, addition or replacement, (4) a representation that the modification, addition or replacement will not require any space other than the space previously designated for CLEC's Attachments, and (5) a representation the modification, addition or replacement will not impair the structural integrity of the facilities involved.

3.9.2 If the modification, addition or replacement specified by CLEC in its notice will require more space than that currently allocated to CLEC or will require the reinforcement of replacement of or an addition of support equipment to the facilities involved in order to accommodate CLEC's modification, addition or replacement, CLEC will submit an Attachment Request in compliance with Section 3.3 in order to obtain authorization for the modification, addition or replacement of its facilities.

3.10 Noncompliance

3.10.1 If, at any time, Sprint determines that CLEC's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Section 3, Sprint may send written notice to CLEC specifying the alleged noncompliance. If CLEC does not dispute Sprint's assertion in writing within thirty (30) calendar days of receipt thereof, CLEC will, within sixty (60) calendar days of receipt of the notice of noncompliance, provide Sprint with a schedule for bringing CLEC's facilities into compliance (which schedule shall be subject to Sprint's agreement, which agreement shall not be unreasonably withheld) and shall bring such facilities into compliance within the time periods specified in such schedule.

3.10.2 If CLEC disputes Sprint's assertion of noncompliance, CLEC shall notify Sprint of the basis of CLEC's belief that CLEC's facilities are compliant. If the parties are unable to agree on whether a noncompliance exists within thirty (30) calendar days of receipt of the noncompliance notice by CLEC, then the issue shall be resolved pursuant to the Dispute Resolution Procedures set forth in Part A of this Agreement.

3.11 Surveys and Inspections of Attachments

3.11.1 The exact location of Attachments on or in Sprint's facilities may be determined through a survey (at Sprint's expense) to be made not more than once per calendar year by Sprint. If so requested, CLEC and/or any other entity owning or jointly owning the facilities with Sprint may participate in the survey.

3.11.2 Apart from surveys conducted in accordance with Section 3.11.1 above, Sprint shall have the right to inspect (at Sprint's expense) any Attachment on or in Sprint's facilities as conditions may warrant upon written notice to CLEC. No joint survey or inspection by Sprint shall operate to relieve CLEC of any responsibility, obligation or liability assumed under this Agreement.

3.12 Notice of Modification or Alteration of Poles, Ducts, Conduits, or Other ROW by Sprint

3.12.1 If Sprint plans to modify or alter any Sprint facilities upon which CLEC has Attachments, Sprint shall provide CLEC notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. If CLEC decides not to modify or add to its existing Attachment, CLEC shall participate at no cost in such

modification and rearrangement. If CLEC adds to or modifies its facilities CLEC shall be charged its proportionate share of the reasonable costs incurred by Sprint for such modification or rearrangement. CLEC shall make all rearrangements of its facilities within such period of time, which shall not be less than sixty (60) calendar days, as is jointly determined to be reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an CLEC customer.

3.13 Termination of Section 3 or An Individual Attachment by CLEC

3.13.1 This Section 3 may be terminated by CLEC any time prior to the expiration of its term by providing written notice to Sprint of its intent to terminate not less than ninety (90) calendar days prior to the date such termination is to become effective. Within one hundred twenty (120) calendar days after the date this Section 3 is terminated, CLEC shall cause all of its Attachments to be removed from all of Sprint's Poles. In the event CLEC fails to remove its Attachments as required by this Section 3, Sprint shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of CLEC without Sprint being deemed guilty of trespass or conversion, and without Sprint becoming liable for any loss or damages to CLEC occasioned thereby.

3.13.2 Sprint may terminate, at any time, an Attachment under this Agreement upon thirty (30) calendar days in connection with any taking or condemnation of property on which such Attachment is located by a competent authority for any public use or purpose.

3.14 Abandonment

3.14.1 Nothing in this Agreement shall prevent or be construed to prevent Sprint from abandoning, selling, assigning or otherwise disposing of any Poles, conduit systems, or other Sprint property used for Attachments, provided, however, that Sprint shall condition any such sale, assignment or other disposition subject to the rights granted to CLEC pursuant to this Agreement. Sprint shall promptly notify CLEC of any proposed sale, assignment or other disposition of any facilities or other Sprint property used for CLEC's Attachments.

3.15 Dispute Resolution Procedures

3.15.1 If either party has declared the other in default of any provisions of this Attachment VI , or has otherwise notified the other party that it is not in compliance with the terms of this Section 3, either party may invoke the Dispute Resolution Procedures, described in Part A of this Agreement, or the procedures described in the Act, the *FCC's First Interconnection Order*, §1217-1231 and the FCC's Rules at 47 CFR § 1.1401-1.1416. In the event either party invokes the Dispute Resolution Procedures as provided herein, Sprint will continue to process Attachment Requests pursuant to this Section 3.

3.15.2 Sprint will not be relieved of its obligations to process Attachment Requests by CLEC if CLEC is alleged to be in default of this Section 3 for nonpayment of fees and charges due Sprint under this Section 3, so long as such default is (1) the subject of Dispute Resolution Procedures as set forth in Part A of this Agreement; or (2) being adjudicated before the FCC or any other court, regulatory body, agency, or tribunal having jurisdiction over such dispute.

PART C - ATTACHMENT VII

GENERAL BUSINESS REQUIREMENTS

Section 1. General Business Requirements

1.1 Procedures

1.1.1 Contact with Subscribers

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

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

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

1.1.2 Expedite, Escalation, and Disaster Procedures

1.1.2.1 No later than thirty (30) days after the Approval Date of this Agreement, Sprint and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and CLEC will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after the Approval Date of this Agreement. Each party shall notify the other party of any changes to its escalation contact list at least one (1) week before such changes are effective.

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

1.1.3 Subscriber of Record

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

1.2 Service Offerings

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

1.2.2 Essential Services

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

1.2.3 TTY/TDD

1.2.3.1 Sprint shall cooperate with CLEC to provide Telecommunications Services at parity to serve TTY/TDD subscribers.

1.2.4 Blocking Services

Upon request from CLEC, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and

collect calls, on a line, PBX, or individual service basis. Blocking shall be provided the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is technically feasible when requested by CLEC as a function of unbundled Network Elements.

1.2.5 Training Support

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

1.2.6 Carrier Identification Codes

Sprint shall provide to CLEC the active Codes (CIC) for both Dial 1 and 800 services for each of its access tandems and shall provide updates promptly as those codes change from time to time.

Section 2. *Ordering and Provisioning*

2.1 General Business Requirements

2.1.1 Ordering and Provisioning Parity

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

2.1.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC)

2.1.2.1 Sprint shall provide a Local Carrier Service Center or equivalent which shall serve as CLEC's Single Point of Contact (SPOC) for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.

2.1.2.2 The SPOC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M.

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

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

2.1.3 Street Address Guide (SAG)

2.1.3.1 Within thirty (30) days after the Approval Date of this Agreement or as otherwise mutually agreed, Sprint shall provide to CLEC the SAG data, or its equivalent, in an electronic format mutually agreeable to the parties. All changes and updates to the SAG shall be provided to in a mutually agreed format and timeframe.

2.1.4 CLASS and Custom Features

2.1.4.1 CLEC may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.

2.1.5 Number Administration/Number Reservation

2.1.5.1 Sprint shall provide testing and loading of CLEC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide CLEC with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. Sprint shall provide the same range of number choices to CLEC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of numbers shall remain Sprint's responsibility.

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

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

2.2 Service Order Process Requirements

2.2.1 Service Migrations and New Subscriber Additions

2.2.1.1 For resale services, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.

2.2.1.2 For services provided through unbundled Network Elements, Sprint shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and CLEC will work cooperatively to ensure that a subscriber is not disconnected from service during these conversions.

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

2.2.1.4 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint and CLEC will agree on a scheduled conversion time, which will be a designated four-hour time period within a designated date.

2.2.1.5 End user service interruptions shall be held to a minimum, and in any event shall not exceed the time Sprint experiences when performing such work for its own subscribers.

2.2.1.6 A general Letter of Agency ("LOA") initiated by Carrier or Sprint will be required to process a PLC or PIC change order. No

LOA signed by the end-user will be required to process a PLC or PIC change ordered by Carrier or Sprint. Carrier and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring charges associated with reestablishing the subscriber's local service with the original local carrier.

2.2.2 Intercept Treatment and Transfer Service Announcements

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

2.2.3 Due Date

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

2.2.3.2 Sprint shall use best efforts to complete orders by the CLEC requested DDD within agreed upon intervals and performance measures.

2.2.4 Subscriber Premises Inspections and Installations

2.2.4.1 CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements, at the subscriber premises.

2.2.4.2 Sprint shall provide CLEC with the ability to schedule subscriber premises installations. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

2.2.5 Firm Order Confirmation (FOC)

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

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

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

2.2.6 Order Rejections

2.2.6.1 Sprint shall reject and return to CLEC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall not reject any orders on account of the Desired Due Date.

2.2.7 Service Order Changes

2.2.7.1 If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, Sprint shall call CLEC in advance of performing the installation or other work to obtain authorization. Sprint shall then provide CLEC an estimate of additional labor hours and/or materials. After all installation or other work is completed, Sprint shall promptly notify CLEC of costs.

2.2.7.1.1 If additional work is completed on a service order, as approved by CLEC, the cost of the additional work must be reported promptly to CLEC.

2.2.7.1.2 If a service order is partially completed, notification must identify the work that was done and work remaining to complete.

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

2.2.8 Cooperative Testing

2.2.8.1 Network Testing

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

2.2.8.1.2 Within 24 hours of CLEC's request for scheduled cooperative maintenance testing, Sprint shall perform said testing with CLEC (including trouble shooting to isolate any problems) to test Network Elements purchased by CLEC in order to identify any problems.

2.2.9 Service Suspensions/Restorations

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

2.2.10 Order Completion Notification

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

2.2.11 Specific Unbundling Requirements

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

2.2.11.2 When CLEC orders Network Elements that are currently connected Sprint shall ensure such Network Elements remain connected and functional without any disconnection or disruption. This shall be known as Contiguous Network Connection of Network Elements. There shall be no charge for such pre-existing connections.

2.3 Systems Interfaces and Information Exchanges

2.3.1 General Requirements

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

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

2.3.1.3 Until the real-time, Electronic Interface is available, Sprint agrees that the Local Carrier Service Center (LCSC) or similar function will accept CLEC orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by CLEC and Sprint.

2.3.2 For any CLEC subscriber Sprint shall provide, subject to applicable rules, orders, and decisions, CLEC with access to Customer Proprietary Network Information (CPNI) without requiring CLEC to produce a signed Letter of Agency (LOA), based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.

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

2.3.2.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.

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

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

2.3.2.5 Should CLEC not be able to cure the breach in the timeframe noted above, Sprint will provide written notice to CLEC that Sprint will disconnect the preordering Electronic Interface between the Parties. Sprint will provide its manual interim systems and procedures for CLEC's use, which will not provide parity of service to CLEC. Sprint will suspend the calculation of the preordering service quality measures agreed to in Attachment 9 until, in Sprint's determination, CLEC has corrected the problem that caused the breach.

2.3.2.6 Sprint will reconnect the preordering Electronic Interface upon Sprint's timely review and acceptance of evidence provided by CLEC to correct the problem that caused the breach.

2.3.2.7 Should Sprint disconnect the preordering Electronic Interface to CLEC three times in any twenty four (24) month period for breach of these preordering procedures, Sprint may permanently disconnect the preordering Electronic Interface, and/or may terminate the Interconnection Agreement in accordance with Part A herein.

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

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

2.3.2.10 When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC a real-time, Electronic Interface to schedule dispatch and installation appointments at Parity.

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

2.3.2.12 When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC a real-time, Electronic Interface to Sprint information systems which will allow CLEC to provide service availability dates at Parity.

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

2.3.3 Ordering and Provisioning for Unbundling

2.3.3.1 To the extent Sprint has such information, Sprint shall provide to CLEC upon request advance information of the details and requirements for planning and implementation of NPA splits at least 6 months prior to implementation of the split.

2.3.3.2 Sprint shall provide to CLEC information on charges associated with special construction. Until real-time, Electronic Interface is available, Sprint agrees that Sprint will promptly notify CLEC of any charges associated with necessary construction.

2.4 Standards

2.4.1 General Requirements

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

Section 3. Billing

3.1 Procedures

3.1.1 Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint and CLEC will review any changes to industry standards, and Sprint's interpretation of these standards before they are implemented by Sprint. Until industry standards are adopted and implemented, Sprint shall utilize an interim process as determined by Sprint and reviewed by CLEC as part of the Implementation Plan.

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

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

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

3.1.5 Subject to the terms of this Agreement, including without limitation Sections 3.1.6 of this Attachment VIII, CLEC shall pay Sprint within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a has been designated a bank holiday payment shall be made the next business day.

3.1.6 Billed amounts which are being investigated, queried, or for which claims have or may be filed shall be handled in accordance with the procedures set forth in Part A Section 23 of this Agreement.

3.1.7 Sprint will assess late payment charges to CLEC in accordance with the applicable tariff or, if there is no tariff Sprint will assess a late payment charge equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.

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

3.1.9 The parties agree to record call information for interconnection in accordance with this Subsection 3.1. To the extent technically feasible, each party shall record all call detail information associated with every call originated or terminated to the other party's local exchange subscriber. Sprint shall record for CLEC the messages that Sprint records for its end users. These records shall be provided at a party's request and shall be formatted pursuant to Bellcore's EMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday business days in EMR format via CDN. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMR records transmitted to the other party for at least forty five (45) calendar days after transmission to the other party.

3.1.10 Sprint shall be responsible for billing and collecting charges from IXCs for access related to interexchange calls generated by resale subscribers.

3.1.11 Sprint shall establish a switched access meet point billing arrangement with CLEC. This arrangement will include tandem routed IXC calls and IXC calls.

3.1.11.1 CLEC will bill for CLEC common line, local switching, RIC, and its portion of the transport charges for tandem routed IXC calls.

3.1.11.2 SPRINT and CLEC will provide all necessary switched access records to each other for access billing.

3.2 Revenue Protection

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

Section 4. Provision Of Subscriber Usage Data

This Section 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Attachment VIII) to CLEC and for information exchange regarding long distance billing.

4.1 Procedures

4.1.1 General

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

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

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

- Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis
- Calls To Information Providers Reached Via Sprint Facilities will be provided in accordance with Section 4.1:1.7

- Calls To Directory Assistance Where Sprint Provides Such Service To An CLEC Subscriber
- Calls Completed Via Sprint-Provided Operator Services Where Sprint Provides Such Service To CLEC's Local Service Subscriber and where Sprint records such usage for its subscribers using Industry Standard Bellcore EMR billing records.
- For Sprint-Provided Centrex Service, Station Level Detail

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

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

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

4.1.1.7 Sprint will record 976/N11 calls and transmit them to the Information Service Provider ("ISP") for billing. Sprint will not bill these calls to either the CLEC or the CLEC's end user.

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

4.1.1.9 Sprint shall establish a Local Carrier Service Center (LCSC) or similar function to serve as CLEC's single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

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

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

4.1.1.12 Sprint shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in the Connectivity Billing and Recording Section of this Attachment VIII.

4.1.2 Charges

4.1.2.1 Sprint shall bill for message provisioning, data transmission and for data tape charges.

4.1.3 Central Clearinghouse & Settlement

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

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

4.1.4 Lost Data

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

4.1.4.2 Partial Loss - Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in 4.1.4.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the

data actually recorded for such day from the estimated total for such day.

4.1.4.3 Complete Loss - When Sprint is unable to recover data as discussed in 4.1.4.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

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

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

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

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

4.1.5 Testing, Changes and Controls

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

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

4.1.5.3 Sprint Software Changes

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

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

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

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

4.1.5.4 CLEC Requested Changes:

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

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

4.2 Information Exchange and Interfaces

4.2.1 Product/Service Specific

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

4.2.2 Rejected Recorded Usage Data

4.2.2.1 Upon agreement between CLEC and Sprint messages that cannot be rated and/or billed by CLEC may be returned to Sprint via CDN. Returned messages shall be sent directly to Sprint in their original EMR format. Standard EMR return codes shall be utilized.

4.2.2.2 Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Sprint. Sprint will only assume liability for errors and unguideables caused by Sprint.

Section 5. General Network Requirements

5.1 Sprint shall provide repair, maintenance and testing for all Telecommunications Services and unbundled Network Elements in accordance with the terms and conditions of this Agreement.

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

5.1.2 Sprint shall provide, initially on a regional basis, and subsequently on a national basis, a SPOC (Single Point of Contact) for CLEC to report via telephone maintenance issues and trouble reports twenty four (24) hours a day and seven (7) days a week.

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

5.1.4 Sprint shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements

ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

5.1.5 All Sprint employees or contractors who perform repair service for CLEC subscribers shall follow Sprint standard procedures in all their communications with CLEC subscribers. These procedures and protocols shall ensure that: (1) Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; (2) trouble calls from CLEC subscribers shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is a CLEC subscriber or an Sprint subscriber.

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

5.1.7 Sprint shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including, without limitation, any hardware, equipment, software, or system, providing service functionality which may potentially impact CLEC subscribers.

5.1.8 For purposes of this subsection 5.1 an emergency network outage is defined as an outage affecting more than 25% of subscriber facilities in a single exchange.

5.1.9 On all misdirected calls from CLEC subscribers requesting repair, Sprint shall provide such CLEC subscriber with the correct CLEC repair telephone number as such number is provided to Sprint by CLEC.

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

5.1.11 Sprint and CLEC may mutually agree to performance reporting as business needs demand.

5.1.12 Once the electronic gateway is established between Sprint and CLEC, Sprint agrees that CLEC may report troubles directly to a single Sprint repair/maintenance center for both residential and business subscribers, unless otherwise agreed to by CLEC.

5.1.13 Sprint shall perform all testing for resold Telecommunications Services.

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

5.1.15 If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, then CLEC's subscriber will bear the cost.

Section 6. *Miscellaneous Services and Functions*

6.0 General

6.0.1 To the extent that Sprint does not provide the services described in this Section 6 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by CLEC through the existing service provider. CLEC must contract directly with the service provider for such services.

6.1 General Requirements

6.1.1 Basic 911 and E911. Based on the types of services to be offered by CLEC, noting specifically that those services will not include any type of voice grade services, interconnection to Sprint's 911 tandems and databases are not required by CLEC. Therefore, this Agreement does not provide for such interconnection. Moreover, the Parties state that, to the extent any of CLEC's customers should attempt to access 911 emergency services through use of CLEC's service, CLEC will, pursuant to Sections 8 and 9 of Part A herein, hold Sprint harmless from any action which may result therefrom.

6.2 Systems Interfaces and Exchanges

6.2.1 Directory Assistance Data Information Exchanges and Interfaces

6.2.1.1 Subscriber List Information

6.2.1.1.1 Sprint shall provide to CLEC, within sixty (60) days after the Approval Date of this Agreement, or at CLEC's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

6.2.1.1.2 CLEC shall provide directory listings to Sprint pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

6.2.1.2 This section addresses data format requirements and data inclusion requirements for directory assistance data information exchange between Sprint and CLEC. Sprint shall provide CLEC the following where available:

6.2.1.2.1 List of NPA-NXX's relating to the listing records being provided.

6.2.1.2.2 List of Directory Section names and their associated NPA-NXX's.

6.2.1.2.3 List of Community Names expected to be associated with each of the NPA-NXX's for which listing records shall be provided.

6.2.1.2.4 List of Independent Company names and their associated NPA-NXXs for which their listing data is a part of Sprint's directory database, but Sprint is not to provide the listing data to CLEC under this request.

6.2.1.2.5 Listing volume totals by directory section, NPA, and state.

6.2.1.2.6 Average daily update volume by directory section, NPA, and state.

6.2.1.2.7 Identify any area wide or universal service numbers which may be listed. Identify the telephone number to be provided to callers outside the servicing area.

6.2.1.2.8 Identify any listing condition(s) unique to Sprint's serving area which may require special handling in data processing in the directory. Indented Listings (Captions) should be identified and delivered and/or handled as specified.

6.2.1.3 Considerations Relating to an Indented Listing (Caption) Set Requirements

6.2.1.3.1 Use of line numbers, or other methods, to ensure the integrity of the caption set and identify the sequence or placement of a listing record within the caption set. A sufficient range of numbers between listing records is required to allow for the expansion of the caption set. A method is also required to permit the caption header record to be identified, but each level of indent is not required to be recapped; placement of the indent is based on line number. This method does require stringent edits to ensure the integrity of the caption set.

6.2.1.3.2 Use of guideline or recapped data to identify previously established header and sub-header records for placement of data within the caption set. This permits flexibility to easily expand the caption set. This method also requires that, in addition to the caption header record, each level of indent be recapped in order to properly build the caption set.

6.2.1.3.3 CLEC requires listing instruction codes on the service order which indicate how the set is to appear in the published directory.

6.2.1.4 Data Processing Requirements: Sprint and CLEC shall mutually agree to standards on the following data processing requirements:

6.2.1.4.1 Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape.

Due to the size of an initial load, it would be generally expected to be on tape and the daily update activity via another media, and via a mutually agreed to timeframe, such as NDM.

6.2.1.4.2 Identify tape or dataset label requirements.

6.2.1.4.3 Identify tracking information requirements. For example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset. It may also be helpful to have some filler fields for future use.

6.2.1.4.4 Identify dates on which the other party should not expect to receive daily update activity.

6.2.1.4.5 Data should be received in uppercase and lowercase pursuant to OBF standards. An asterisk (*) should be used to advise of the need to apply the reverse capitalization rule. However, if the provider determines to provide the listing data from a database that has already messaged the data and applied the capitalization rules, the asterisk may be omitted.

6.2.1.4.6 Identify information that shall enable CLEC to identify listings within an indented list (caption) set. For example:

6.2.1.4.6.1 When a particular listing has been designated to be filed as the first listing for a given level (0-7) of indent - usually out of alpha sequence.

6.2.1.4.6.2 When an alternate call listing (e.g. If no answer) relates to multiple preceding listings of the same level.

6.2.1.4.7 Identify any other pertinent information needed to properly process the data.

6.2.1.5 Listing Types

LISTED

The listing information is available for all directory requirements.

NON-LISTED

The listing information is available to all directory

requirements, but the information does not appear in the published street directory.

NON-PUBLISHED

A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

6.2.1.6 Listing Styles

<u>LISTING STYLE</u>	<u>DESCRIPTION</u>
STRAIGHT LINE	All listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional data may consist of dialing instructions or other general information relating to the listing.
INDENTED LISTING SET - CAPTION SET	Formatted with one listing header record and multiple indented listing records. See detailed description below.
INDENTED LISTING (CAPTION) SET	
HEADER RECORD	Contains listed name; address and telephone number data fields are blank.
SUB-HEADER RECORD/ LISTING	May contain name data only. Associated subordinate records are required.
INDENTED NAME LISTING	Contains name data , may or may not have address data, and telephone number data.
INDENTED ADDRESS LISTING	Contains address and telephone number data; the name data text field is blank.
LEVEL OF INDENT	Header record is zero (0), sub-header and indented records range from 1 -6.

6.2.1.7 Data Field Elements

Requirements for Initial Processing and Daily Update Activity

<u>DATA FIELD</u> <u>LENGTH</u>	<u>DATA ELEMENT</u>	<u>FIELD</u>
ACTION CODE	A = Add I = In D = Delete or O = out	Required: 1 alpha character
RECORD NUMBER	Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file.	Required: 8 digits
NPA	Area code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange CLEC Association, Inc. Tariff.	Required: 4 digits
DIRECTORY SECTION	Name of the directory section where the record is to be listed.	Required: Maximum of 50 alpha characters
LISTING IDENTIFIER	F = Foreign C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service	Optional: 1 alpha character
FILE PLACEMENT	B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, &	Required: Maximum of 3 alpha characters

Government (7)

LISTING TYPE	L = Listed N = Non-Listed NP = Non-Published	Required: Maximum of 2 alpha characters
ADVANCE LISTING	AVL = Advance Listing This is used when it is very close to the Business Office close date and the service is not actually established but the subscriber needs to be in the directory. Once the service is established, a second order is placed without the indicator and the listing is established permanently and sent to DA.	Optional: 3 alpha characters
LISTING STYLE	S = Straight line I = Indented listing set CH = Caption Header CS = Caption Sub-header An Indented listing relates to either a caption or Straight Line Under (SLU) set listing.	Required: 2 alpha characters
INDENT LEVEL	0 = Non-indented record 1 - 6 = Level of indented record	Required: 1 digit
ADDRESS HOUSE NUMBER	For example: 123, A-123, 123-1/2	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
ADDRESS PRE- DIRECTIONAL	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
ADDRESS STREET NAME	For example: Main, Peachtree- Dunwoody, HWY 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.

ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters
ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
COMMUNITY NAME	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen
STATE NAME ABBREVIATION	Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal Office.	Maximum of 2 alpha characters
INFORMATION TEXT	Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL 1 & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to CLEC.	Optional: Maximum of 250 alpha, numeric, or alphanumeric characters
NAME - FIRST WORD	Surname of a Residence or Business listing, or first word of a Business or Government listing Multi-word or hyphenated surnames should be treated as one word.	Required for a zero (0) level record. Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname. Maximum of 50 alpha, numeric, alphanumeric, or special characters
NAME - SUBSEQUENT WORD(S)	Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or	Expected if the First Word is the Surname of a Residence or Business

	Government listing	listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.
LINEAL DESCENT	e.g. SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters
TITLE(s)	e.g. MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.	Optional: Maximum of 20 alpha characters
DEGREE	e.g. MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	Optional: Maximum of 20 alpha characters
NICKNAME	Another name the listed subscriber may be known by.	Optional: Maximum of 20 alpha characters
BUSINESS DESIGNATION	Term used to identify the listed subscriber's profession, business, or location, e.g. ATTY, CARPETS, OFC	Optional: Maximum of 50 alpha characters
STANDARD TELEPHONE	NPA NXX-LINE	Optional: 12 characters, including space and hyphen

NUMBER *

**YELLOW PAGE
PUBLISHERS
ASSOCIATION
(YPPA)**

CLEC shall provide to Sprint the code for the directory in which the listing is to be placed.

**NON-STANDARD
TELEPHONE
NUMBER ***

Telephone numbers less than or more than the standard telephone number.

Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens

* Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-Reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

6.3 Systems Security

6.3.1 Sprint agrees to comply with industry accepted standards which in large measure reflect common practices and proven technology for protecting computer resources.

PART C - ATTACHMENT VII

REPORTING STANDARDS

Section 1. General

- 1.1 Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards (Performance Standards) that are specified in this agreement or are required by law or regulation. In addition, Sprint's performance under this Agreement shall be provided to CLEC will be at Parity with the performance Sprint provides itself for like service(s).
- 1.2 Sprint and CLEC agree that generally remedies at law alone are adequate to compensate CLEC for any failures to meet the Performance Standard requirements specified in this Agreement, or for failures to provide Customer Usage Data in accordance with this Agreement. However, CLEC shall have the right to seek injunctive relief and other equitable remedies to require Sprint (i) to cause the service ordered by CLEC to meet the Performance Standards specified by the Agreement, (ii) install or provision service ordered by CLEC within the Due Dates specified in this Agreement and (iii) to provide Customer Usage Data in accordance with this Agreement.
- 1.3 Sprint and CLEC agree that all financial remedies available to end-user and access customers for same or like services will be offered to CLEC. At such time that state or federal commission-approved credits/financial remedies are put in place between Sprint and any of its CLEC customers, Sprint would renegotiate this arrangement where such arrangements exist.

Section 2. Parity and Quality Measurements

- 2.1 Sprint will develop self-reporting capabilities comparing Sprint results with CLEC results for the following measures of service parity within 6 months, but no later than July 1, 1998, of the Approval Date :

Percentage of Commitment Times Met - Service Order

Percentage of Commitment Times Met - Trouble Report

Trouble Reports per 100 Access Lines (Resale only)

Percent Repeated Trouble Reports

In the event CLEC chooses to utilize the Sprint operator service platform the following measures will be implemented within 6 months of the date of first use by CLEC:

Average Toll Answer Time

Average Directory Assistance Answer Time

All above measures will be implemented in a manner that is consistent with the current measures Sprint makes of its own performance.

- 2.2 Sprint will develop and implement the following measures no later than July 1, 1998:

Pre-Ordering/Ordering/Provisioning

Prompt Transmission of Customer Service Record (CSR) Information

Prompt transmission of Firm Order Confirmation (FOC)

PLC Changes Completed Within 24 Hours

Interconnection

Trunk Orders on or Before the Committed Due Date

Firm Order Confirmation (FOC) time delivery

Rights of Way (ROW) Conduit and Pole Attachment Availability

Trouble Reports per 100 Access Lines (Loops)

Maintenance and Repair

Average Clearing Time - Out of Service

Average Call Answer Time - Repair Center

- 2.3 Sprint will develop and implement the following measures within 1 year, but not later than January 1, 1999 of the Approval Date :

Pre-Ordering/Ordering/Provisioning

Disconnect Order Completion Interval

Billing

Advance Notice of Late Billing Associated with the Wholesale Bill

Delivery of Mechanized Customer Service Record (CSR) for
Wholesale Bill Verification

Charges Billed in Current Wholesale Bill Period for Flat Rated
Services

Charges Billed Within 90 days for Usage Charges

Financial Accuracy of local OCC Bills

Customer Usage Data - File Transfer

Customer Usage Data - Timeliness

Customer Usage Data - Accuracy

Maintenance and Repair

Percent Reporting Trouble Within 5 Days of the Date Installed