

1/7/2000 DRAFT

**LOCAL INTERCONNECTION
AGREEMENT**

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

SPRINT COMMUNICATIONS COMPANY, L.P.

FOR

(STATE)

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PART A - GENERAL TERMS

This Local Interconnection Agreement is between Sprint Communications Company, L.P. ("Sprint"), a Delaware Limited Partnership, and U S WEST Communications, Inc. ("USW"), a Colorado corporation for services in the fourteen states of the USW region.

(A)1. SCOPE OF AGREEMENT

- (A)1.1 Pursuant to this Local Interconnection Agreement Sprint, a Competitive Local Exchange Carrier, and USW, collectively "the Parties", will extend certain arrangements to one another within the geographical areas in which both Parties are providing local exchange service at that time, and for which USW is the incumbent Local Exchange Carrier within the state for purposes of providing Local Telecommunications Services. It also includes certain services which the Parties will provide to each other as Local Exchange Carriers under Section 251(b) of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 ("the Act"). This Agreement is a combination of agreed terms and conditions imposed by arbitration under Section 252 of the Act and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- (A)1.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are or could be the results of arbitrated decisions related to interconnection agreements between the parties which are currently being challenged. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Nothing in this Agreement shall preclude or estop the Parties from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then the Parties shall amend this Agreement and all contracts adopting all or part of this Agreement pursuant to Section 252(I) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection, services, and network element arrangement contained in this Agreement, and this Section 1.2 shall be considered legitimately related to the purchase

of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

- (A)1.3 This Agreement sets forth the terms, conditions and prices under which USW agrees to provide (a) services for resale and (b) certain UNEs, ancillary functions and additional features to Sprint, all for the sole purpose of providing Telecommunications Services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Interconnection and reciprocal compensation for the exchange of Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic between USW and Sprint and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic between USW, Sprint and Interexchange Carrier (IXC) for purposes of offering Telecommunications Services.
- (A)1.4 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.
- (A)1.5 USW agrees that in accordance with Section 272(c) of the Telecommunications Act, it will not discriminate between itself or its affiliate and any other entity in the provision or procurement of goods, services, facilities, and information, or in the establishment of standards.
- (A)1.6 USW may make services, functionalities and features available to Sprint under this Agreement consistent with the way they are available to other Co-Providers, without a formal amendment to this Agreement.
- (A)1.7 This Agreement is structured in the following format:
- Part A - General Terms
 - Part B - Resale
 - Part C - Reciprocal Traffic Exchange
 - Part D - Collocation
 - Part E - Unbundled Network Elements
 - Part F - Ancillary Services
 - Part G - Miscellaneous Provisions
 - Part H - Rates
 - Part I - Signature
- (A)1.8 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the "U S WEST Co-Provider Questionnaire". The Parties will negotiate in good faith should a dispute arise over the content or use of the USW Co-Provider questionnaire.

(A)2. DEFINITIONS

The following Section contains definitions only. These definitions are not to be construed as terms and conditions of the Agreement. Rather, they are for informational purposes only. Terms not otherwise defined here, but defined in the Act shall have the meaning defined there.

- (A)2.1 **ACCESS SERVICES** are defined in the state and interstate tariffs of the Parties.
- (A)2.2 **ACCESS SERVICE REQUEST (ASR)** means the industry standard forms and supporting documentation used for ordering Access Services and Local Interconnection Service.
- (A)2.3 **ACT** means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- (A)2.4 **ADJACENT COLLOCATION** is the installation of CLEC equipment adjacent to, or near the USW facilities or USW collocation space, and interconnecting via facilities. Adjacent collocated facilities may or may not be located on the USW property.
- (A)2.5 **AFFILIATE** means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than ten (10) percent.
- (A)2.6 **ARRANGEMENT** for interconnection, services, or unbundled network elements means all of the rates, terms and conditions contained in an Agreement to which USW is party approved by the Commission under Section 252 of the Act, in their entirety, related to the provision of any one of the following (1) interconnection and reciprocal traffic exchange, (2) services, or (3) unbundled network elements.
- (A)2.7 **ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL)** means a transmission technology which transmits an asymmetrical digital signal using one of several transmission methods.
- (A)2.8 **ADVANCED INTELLIGENT NETWORK (AIN)** is a network functionality platform that permits service-specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features, services and routing.
- (A)2.9 **AUTOMATED MESSAGE ACCOUNTING (AMA)** structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore/Telcordia as GR-1100-CORE which defines the industry standard for message recording.

- (A)2.10 **ATTACHMENT** is any placement of Sprint's facilities in or on ILEC's Poles, ducts, conduits, or Right of Way.
- (A)2.11 **AUTOMATIC NUMBER IDENTIFICATION (ANI)** means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- (A)2.12 **BASIC EXCHANGE TELECOMMUNICATIONS SERVICE** means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- (A)2.13 **BONA FIDE REQUEST (BFR)** means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.
- (A)2.14 **BUSY LINE VERIFY/BUSY LINE INTERRUPT (BLV/BLI) TRAFFIC** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.
- (A)2.17 **BUSINESS DAY(S)** means the days of the week excluding Saturdays, Sundays, and all legal holidays.
- (A)2.18 **CAGELESS COLLOCATION** is a form of physical collocation administered in full bay increments and does not require the construction of physical collocation walls or fencing.
- (A)2.19 **CALLING PARTY NUMBER (CPN)** is a Common Channel Signaling (CCS) parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.
- (A)2.20 **CENTRAL OFFICE SWITCH** means a switch used to provide circuit switched Telecommunications Services, including, but not limited to:
- (A)2.20.1 **END OFFICE SWITCHES** which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks for the exchange of Exchange Service (EAS/Local) and Exchange Access (IntraLATA and IntraLATA Toll); and
- (A)2.20.2 **TANDEM OFFICE SWITCHES** which are used to connect and switch trunk circuits between and among other Central Office

Switches. Access tandems provide connections for the exchange of Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic.

- (A)2.21 **CLASS FEATURES** are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection. (See Bellcore/Telcordia documentation for definition).
- (A)2.22 **COLLOCATION** is an arrangement where space is provided in a USW Central Office for the placement of Sprint's equipment to be used for the purpose of Interconnection with USW Unbundled Network Elements or Local Interconnection Service. USW, to the extent required by applicable law, offers the following Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation, Caged Shared Collocation, Adjacent Collocation and Interconnection Distribution Frame (ICDF) Collocation.
- (A)2.23 **COMBINATIONS** refers to different Network Elements that are logically related to provide a telecommunications service. [SPRINT PROPOSED LANGUAGE]
- (A)2.24 **COMMISSION** means the state regulatory agency with lawful jurisdiction over telecommunications.
- (A)2.25 **COMMON CHANNEL SIGNALING (CCS)** means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.
- (A)2.26 **COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC)** means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.
- (A)2.27 **CUSTOMER/END USER** means a third party that subscribes to telecommunications services provided by either of the Parties for their own use or in the offering of other telecommunications services.
- (A)2.28 **CUSTOMER ACCOUNT RECORD EXCHANGE ("CARE")** This refers to customer account data exchanged electronically between a Local Exchange Carrier (U S WEST) and another Carrier (e.g.,: Sprint LD, etc.) in order to maintain current, accurate data on the customer's account status.
- (A)2.29 **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, except that such terms does not include subscriber list information (e.g. name, address and phone number published in a directory).

- (A)2.30 **CUSTOMER USAGE DATA** means the local telecommunications Services usage data of a Sprint Customer, measured in minutes and/or sub-minute increments (e.g.: 1/10 minutes, seconds, 1/10 seconds, etc.), message units, or otherwise, that is recorded by USW and forwarded to Sprint.
- (A)2.31 **DIGITAL SIGNAL LEVEL 0 (DS0)** is the 56 Kbps worldwide standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.
- (A)2.32 **DIGITAL SIGNAL LEVEL 1 (DS1)** means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- (A)2.33 **DIGITAL SIGNAL LEVEL 3 (DS3)** means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- (A)2.34 **DIRECT TRUNK TRANSPORT** denotes the voice grade, DS1 or DS3 transmission path, or portion thereof, between the SWC/HUB and the end office/access tandem/HUB.
- (A)2.35 **E911 SERVICE** is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.
- (A)2.36 **ELECTRONIC DATA INTERFACE (EDI)** is a means of electronically sending and receiving data messages computer to computer.
- (A)2.37 **END USER/CUSTOMER** means a third party that subscribes to telecommunications services provided by either of the Parties for their own use or in the offering of other telecommunications services.
- (A)2.38 **ENHANCED EXTENDED LOOP (EEL)** means services using network facilities and computer processing that: act on the format, content, code, protocol or similar aspects of transmittal information; provide additional or restricted information or. involve subscriber interaction with stored data.
[SPRINT PROPOSED LANGUAGE]
- (A)2.39 **EXCHANGE ACCESS (INTRALATA TOLL)** is traffic that originates and terminates within the same LATA but not within the same Local Calling Area. Exchange Access is defined in accordance with USW's current

IntraLATA toll serving areas, as determined by the Federal Communications Commission.

- (A)2.40 **EXCHANGE SERVICE (EAS LOCAL)** is local traffic as defined by the term Local Call.
- (A)2.41 **EXCHANGE MESSAGE RECORD or EMR** is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore/Telcordia document that defines industry standards for exchange message records.
- (A)2.42 **EXPANDED INTERCONNECTION CHANNEL TERMINATION (EICT)**. telecommunications Interconnection between Sprint collocated equipment and USW's network is accomplished via an Expanded INTERCONNECTION Channel Termination (EICT). This element can be at OCn (meaning OC3, OC12, OC48 etc.), DS3, DS1 or DS0 level depending on the USW service to which it is connected.
- (A)2.43 **EXTENDED AREA SERVICE (EAS)/LOCAL TRAFFIC** is either a mandatory or optional enlargement of a Local Calling Area pursuant to the appropriate Commission decision where end users may originate toll free calling to the enlarged area.
- (A)2.44 **FIBER-MEET** means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.
- (A)2.45 **HUB** denotes a USW Wire Center which is used as the Sprint POI for exchanging local traffic and at which USW multiplexing services are available to Sprint.
- (A)2.46 **HDSL** or High-Bit Rate Digital Subscriber Line means a two-wire or four-wire transmission technology that typically transmits a DS1-level signal (or, higher level signals with certain technologies).
- (A)2.47 **IABS** means the Interexchange Access Billing System which is USW's version of the Carrier Access Billing System (CABS) and is described in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore/Telcordia and contains the recommended guidelines for the billing of access and other connectivity services.
- (A)2.48 **INTEGRATED DIGITAL LOOP CARRIER** means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 Mbps digital signal).

- A)2.49 **INTERCONNECT MEDIATED ACCESS (IMA)** is a USW Operational Support Systems (OSS) electronic interface gateway utilizing either Electronic Data Interface (EDI) or Graphical User Interface (GUI). These gateways act as a mediation and security control point between the Sprint and USW OSS and will support Pre-ordering (including loop pre-qualification), Ordering and Provisioning, Maintenance and Repair and Billing.
- (A)2.50 **INTERCONNECT & RESALE RESOURCE GUIDE** is a USW document that provides essential information needed to request services available under this Agreement. It is available on USW's Web site.
- (A)2.51 **INTERCONNECTION** is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service (EAS/Local), exchange access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic.
- (A)2.52 **INTEREXCHANGE CARRIER or IXC** means a carrier that provides InterLATA and/or IntraLATA presubscribed/dial around switched or dedicated access services.
- (A)2.53 **INTERNET** is a worldwide, interconnected network using gateways that convert formats and protocols between networks with hosts and interconnected networks appearing as interconnected hosts.
- (A)2.54 **INTRALATA TOLL (Exchange Access)** is traffic that originates and terminates within the same LATA but not within the same Local Calling Area. Exchange Access is defined in accordance with USW's current IntraLATA toll serving areas, as determined by the Federal Communications Commission.
- (A)2.55 **LINE INFORMATION DATA BASE (LIDB)** stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.
- (A)2.56 **LOCAL CALL** is a voice or data transmission that terminates in the same Local Calling Area as it originates in, and the transmission does not continue in any form beyond the termination point.
- (A)2.57 **LOCAL CALLING AREA** is a geographically defined area within which an end user can originate and receive calls on a toll free basis, as established by the effective tariffs of the incumbent local exchange carrier. This may also include local measured service (see also definition of Extended Area Service/Local Traffic).

- (A)2.58 **LOCAL EXCHANGE CARRIER (LEC)** means any person that is engaged in the provision of telephone exchange service (EAS/Local) or exchange access (IntraLATA Toll). Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.
- (A)2.59 **LOCAL INTERCONNECTION SERVICE (LIS)** provides for local call termination services under reciprocal traffic exchange. LIS provides the Parties the ability to terminate calls within the Commission defined Local Calling/EAS.
- (A)2.60 **LOCAL LOOP TRANSMISSION or LOOP** means the entire transmission path which extends from the network interface device or demarcation point at an end user's premises to the termination of the facility on a Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user.
- (A)2.61 **LOCAL NUMBER PORTABILITY (LNP)** 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.
- (A)2.62 **LOCAL SERVICE REQUEST (LSR)** means the recommended industry forms and supporting documentation used for ordering local telecommunications services.
- (A)2.63 **MAIN DISTRIBUTION FRAME (MDF)** means a USW distribution frame used to interconnect cable pairs and equipment on a switching system.
- (A)2.64 **MASTER STREET ADDRESS GUIDE (MSAG)** means the master document or file that lists street names, address ranges, and routing codes.
- (A)2.65 **MULTIPLE EXCHANGE CARRIER ACCESS BILLING (MECAB)** refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore/Telcordia 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 ILEC and a CLEC), or by one LEC in two or more states within a single LATA.
- (A)2.66 **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), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document, published

by Bellcore/Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service. It is published by Bellcore/Telcordia as SRBDS 00983.

- (A)2.67 **MEET POINT BILLING or MPB** refers to an agreement whereby two LECs (including a CLEC and U S WEST) jointly provide switched access service to an Inter-exchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- (A)2.68 **MID-SPAN MEET** is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- (A)2.69 **NETWORK DATA MOVER (NDM)** is an IBM platform for electronic transmission of data.
- (A)2.70 **NETWORK ELEMENT** means a facility or equipment used in the provision of a telecommunications service.
- (A)2.71 **NORTH AMERICAN NUMBERING PLAN or NANP** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.
- (A)2.72 **NXX** means the fourth, fifth and sixth digits of a ten-digit telephone number.
- (A)2.73 **ORDERING AND BILLING FORUM (OBF)** is the standards forum which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- (A)2.74 **PACKET SWITCHING CAPABILITY ELEMENT** is the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.[SPRINT PROPOSED LANGUAGE]
- (A)2.75 **PARTY** means either USW or Sprint and **PARTIES** mean USW and Sprint.
- (A)2.76 **POINT OF INTERFACE, POINT OF INTERCONNECTION (POI)** is a point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.
- (A)2.77 **PORT** means a termination on a Central Office Switch that permits customers to send or receive circuit switched telecommunications services.[SPRINT PROPOSED LANGUAGE]

- (A)2.78 **RATE CENTER** means the specific geographic point and its corresponding geographic area, (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Basic Exchange Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.
- (A)2.79 **RATE CENTER AREA** is the geographic area within which basic exchange services are provided for NPA-NXX designations associated with a particular Rate Center.
- (A)2.80 **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.
- (A)2.81 **RESELLER** is a category of local exchange service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of telecommunications services for resale to its end users.
- (A)2.82 **RIGHT OF WAY (ROW)** is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. 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.
- (A)2.83 **ROUTING POINT** means a location which USW or Sprint has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by U S WEST or Sprint 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. The Routing Point may be an "End Office" location, or a "USW Consortium Point of Interconnection". Pursuant to that same Bellcore/Telcordia Practice, examples of the latter may 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/Telcordia document refers to the Routing Point as the Rating Point. For the purposes of this Agreement, the Routing Point can be distinct from the Rating Point. The Rate Center Point must be located in the Rate Center area. The Routing Point may be located outside of the Rate Center Area.
- (A)2.84 **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.

- (A)2.85 **SERVICE CONTROL POINT or SCP** means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with a SCP.
- (A)2.86 **SHARED COLLOCATION** is the sharing of physical collocation space between multiple CLECs.
- (A)2.87 **SHARED TRANSPORT** is transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC's network. [SPRINT PROPOSED LANGUAGE]
- (A)2.88 **SIGNALLING TRANSFER POINT (STP)** means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. A STP transmits, receives and processes Common Channel Signaling (CCS) messages.
- (A)2.89 **SYNCHRONOUS OPTICAL NETWORK (SONET)** is an optical interface standard that allows interworking of transmission products from multiple vendors.
- (A)2.90 **SWITCHED ACCESS SERVICE** means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in USW's state and interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and is connected to the IXC's network at an IXC point of presence, or originates by an user of the IXC's services and is connected to a Party's network at an IXC point of presence for termination to one of the Party's end users, whether or not the traffic transits the other Party's network.
- (A)2.91 **TARIFF** as used throughout this Agreement refers to USW interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.
- (A)2.92 **TECHNICALLY FEASIBLE** Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that USW must modify its facilities or equipment to respond to such request does not determine whether satisfying such

request is technically feasible. USW is, however, entitled to recover the costs through specific methods approved by the state commission of such modification of facilities or equipment.

- (A)2.93 **TELECOMMUNICATIONS CARRIER** means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- (A)2.94 **TELECOMMUNICATIONS SERVICES** means the offering of telecommunications for a fee directly to end users.
- (A)2.95 **TRAFFIC TYPE** is the characterization of IntraLATA traffic as “local” (local includes EAS), or “toll” which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier.
- (A)2.96 **TOLL FREE NUMBER DATABASE** provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features during call set-up in response to queries from SSPs.
- (A)2.97 **TRANSIT TRAFFIC** means any traffic that originates from one Telecommunications Carrier’s network, transits another Telecommunications Carrier’s network, and terminates to yet another Telecommunications Carrier’s network. For the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.
- (A)2.98 **TRCO** means Trouble Reporting Control Office.
- (A)2.99 **UNBUNDLED NETWORK ELEMENTS (UNE)** are network elements which are defined by the FCC or Commission and USW must make available for use by Sprint for a fee. UNE requirements may change from time to time and USW must make available to Sprint those UNEs required under the law. [SPRINT PROPOSED LANGUAGE]
- (A)2.100 **WIRE CENTER** denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the Act and the applicable FCC rules.

(A)3. TERMS AND CONDITIONS

(A)3.1 General Provisions

- (A)3.1.1 Each Party shall use its best efforts to comply with any implementation schedules that will be mutually agreed upon by the Parties from time to time.
- (A)3.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- (A)3.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.
- (A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- (A)3.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.
- (A)3.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

(A)3.2 Term of Agreement

When executed by authorized representatives of USW and Sprint, this Agreement shall become effective on the Effective Date as shown below, and shall expire on the expiration date as shown below, unless renewed by mutual agreement or terminated earlier in accordance with the provisions of this Agreement.

State	Effective Date	Expiration Date
Arizona		January 31, 2003
Colorado		January 31, 2003

Iowa		January 31, 2003
Idaho		January 31, 2003
Minnesota		January 31, 2003
Montana		January 31, 2003
Nebraska		January 31, 2003
New Mexico		January 31, 2003
North Dakota		January 31, 2003
Oregon		January 31, 2003
South Dakota		January 31, 2003
Washington		January 31, 2003
Wyoming		January 31, 2003
Utah		January 31, 2003

Continuation upon Expiration and Renegotiation.

Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written and faxed notice to the other Party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the agreement is approved by the Commission, whichever is later. If the Parties arbitrate, the Agreement will terminate when the new agreement is approved by the Commission.

(A)3.3 Proof of Authorization

Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization (POA) in accordance with FCC Rules, as effective. POA shall consist of documentation acceptable to the end user's selection. Such selection may be obtained in the following ways:

- (A)3.3.1 The end user's written Letter of Authorization.
- (A)3.3.2 The end user's electronic authorization by use of an 8XX number.
- (A)3.3.3 The end user's oral authorization verified by an independent third party (with third party verification as POA).

To the extent authorized by law, the Parties may request POAs for verification from the other Party and take any appropriate action.

The following language applies to the State of Montana only ((A)3.3 is deleted in its entirety and replaced with the following:)

Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization (POA). POA shall consist of documentation acceptable to the

end users selection. Such selection may be obtained in any manner consistent with Montana law.

The Parties shall make POAs available to each other upon request. A charge of \$100.00 (slamming charge) will be assessed if the POA cannot be provided supporting the change in service provider. If there is a conflict between the end user designation and the other Party's written evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.

(A)3.4 Billing and Payment

(A)3.4.1 Billable Charges

(A)3.4.1.1 USW will bill in accordance with this Agreement those charges Sprint incurs as a result of Sprint purchasing from U S WEST Network Elements, Combinations, and Local Services, as set forth in this Agreement (hereinafter "Charges"). Each bill for Charges (hereinafter "Bill") shall be formatted in accordance with CRIS and IABS, as appropriate. Each such Element, Combination, or Local Service, including service packages, purchased by Sprint, shall be assigned a separate and unique USOC and such code shall be provided to Sprint on each IABS Bill and the initial CRIS Bill. Each such USOC shall enable Sprint to identify the Element(s), Combinations or Local Services ordered by Sprint as described in the Provisioning sections of this Agreement. As USW provides for itself within its billing systems, it shall provide billing detail including the quantity and description of each such Element, Combination, or Local Service provided and billed to Sprint. All Charges billed to Sprint must indicate the state from which such Charges were incurred. [SPRINT PROPOSED LANGUAGE RE COMBINATION/UNE]

(A)3.4.1.2 The Parties agree that BAN numbers for billing and/or CRIS billing account numbers will be provided from USW to Sprint at the earliest practicable time.

(A)3.4.1.3 USW shall provide Sprint a monthly Bill that includes all Charges incurred by and credits and/or adjustments due to Sprint for those Elements, Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Bill

provided by USW to Sprint shall include: (1) all flat rated charges incurred for the billing period (assumes the same billing periods as USW retail services), (2) any known unbilled flat rated charges for prior periods, (3) unbilled usage sensitive charges for the current billing period (assumes the same billing, periods as USW retail services), (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unapplied adjustments. [SPRINT PROPOSED LANGUAGE RE COMBINATION/UNE]

(A)3.4.1.4 Generally, the Parties will bill all charges to the other Party within ninety (90) calendar days of the appropriate bill date, barring extraordinary circumstances. If such circumstances should occur, the other Party will be notified as soon as the billing party knows. When notified of late billable charges, the Parties will negotiate a due date. Late billing will be limited to the statute of limitations applicable to state or federal regulations. Late billed usage will be accompanied by sufficient detail to validate/substantiate such late billed charges.

(A)3.4.2 Payment of Charges

(A)3.4.2.1 Subject to the terms of this Agreement, Sprint and USW will pay each other, unless bills are properly disputed, within thirty (30) calendar days from the date of the bill or twenty (20) business days from the date the bill is received (or in a readable form for electronic transmissions), whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the bank Sprint specifies, payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the bank Sprint specifies, payment will be made on the preceding business day.

(A)3.4.2.2 Payments shall be made in U.S. Dollars via electronic funds transfer or American Clearing House ("EFT" or "ACH") to the other party's bank account. At least thirty (30) days prior to the first transmission of Billing data and information for payment, USW and Sprint shall provide each other the name and address of its bank, its account and routing number and to whom Billing payments shall be made payable. If such banking information changes, each party shall provide the

other party at least sixty (60) days written notice of the change and such notice shall include the new banking information. Sprint will provide USW with one address to which such payments shall be rendered and USW will provide to Sprint only one address to which such payments shall be rendered. In the event Sprint receives multiple Bills from USW which are payable on the same date, Sprint may remit one payment for the sum of all Bills payable to USW's bank account specified in this subsection. Each party shall provide the other party with a contact person for the handling of Billing payment questions or problems.

(A)3.4.3 Adjustments

Subject to the terms of this Agreement, the Parties will adjust each other's bill for any incorrectly Billed Charges for services provided hereunder. Where services are ordered or requested but not delivered, or for total service interruption, an adjustment will be made equal to the amount that was or would have been charged to the other Party. Such adjustments shall be set forth in the appropriate section of the bill. Nothing in this section supercedes provisions of the Limitation of Liability section.

(A)3.4.4 Non-Payment of Undisputed Billed Amounts

(A)3.4.4.1 If either Party fails to make payments of undisputed amounts on dates specified, the billing Party shall provide thirty (30) calendar days written notice via certified mail return receipt requested to the person designated by the billed Party to receive such notices of noncompliance. If the billed Party does not remedy the situation by formally disputing the amount or reaching a mutually agreeable solution within the thirty (30) calendar days, the billing Party may refuse additional applications for service and/or refuse to complete any pending orders for service by the billed Party at any time thereafter. Upon resolution of the dispute within this thirty (30) day period, USW will begin to process order requests. If the billed Party does not remedy the situation as described above, USW may, after a second thirty (30) calendar day written notice by certified mail, return receipt requested to the person designated by the billed Party to receive such notices of noncompliance, discontinue providing all services to the billed Party. In the case of such discontinuance, all charges that caused the billing Party to invoke this provision, including

termination charges, shall become due and payable. If the billing Party does not discontinue the provision of the services involved on the date specified in the thirty (30) calendar days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the billing Party the right to discontinue the provision of the services to the billed Party without further notice.

(A)3.4.5 Billing Disputes

(A)3.4.5.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. Either Party may elect to move to the next level of management, as necessary. The Parties will generally follow the resolution procedures and timeframes outlined below:

(A)3.4.5.1.1 If the dispute is not resolved within sixty (60) calendar days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective parties for resolution.

(A)3.4.5.1.2 If the dispute is not resolved within ninety (90) calendar days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective parties for resolution.

(A)3.4.5.1.3 If the dispute is not resolved within one hundred and twenty (120) calendar days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective parties for resolution.

(A)3.4.5.1.4 If the dispute is not resolved within one hundred and fifty (150) calendar days of the Bill Date, the

dispute will be resolved in accordance with the procedures set forth in the Dispute Resolution Section of this Agreement.

(A)3.4.6 Late Payment Charges

(A)3.4.6.1 A late payment charge as required by the applicable state Commission applies to all billed balances, which are not properly disputed, which are not paid by the billing date shown on the next bill. To the extent Sprint pays the billed balance on time, but the amount of the billed balance is disputed by Sprint, and, it is later determined that a refund is due Sprint, interest shall be payable on the refunded amount from the date of payment in the amount that is equal to the late payment charge as required by the applicable state Commission.

(A)3.4.6.2 If a Party disputes Charges and does not pay such Charges by the payment due date, such Charges may be subject to late payment charges. If the disputed Charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed Charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the Bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute.

(A)3.4.6.3 If a Party pays the disputed Charges and the dispute is resolved in favor of the billing Party, no further action is required. If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be at the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

(A)3.4.7 Credit/Deposit

- (A)3.4.7.1 USW will determine Sprint's credit status based on previous payment history with USW or credit reports such as Dun and Bradstreet. If Sprint has not established satisfactory credit with USW or if Sprint is repeatedly delinquent in making its payments, USW may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) calendar days or more delinquent for three (3) consecutive months on charges which have not been formally disputed. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to USW or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand in accordance with Commission requirements.
- (A)3.4.7.2 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to Sprint's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit with USW, which will generally be one full year of timely payments in full by Sprint. The fact that a deposit has been made does not relieve Sprint from any requirements of this Agreement.
- (A)3.4.7.3 USW may review Sprint's credit standing and modify the amount of deposit required.

(A)3.5 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such

time as a resale tax exemption certificate is provided, no exemptions will be applied.

(A)3.6 Insurance

Sprint shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII.

(A)3.6.1 Workers' Compensation with statutory limits as required in the state of operation; and Employers' Liability insurance with limits of not less than \$100,000 each accident.

(A)3.6.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by Sprint hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

(A)3.6.3 Comprehensive automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

(A)3.6.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

(A)3.6.5 "All Risk" Property coverage on a full replacement cost basis insuring all of Sprint personal property situated on or within the premises. Sprint may elect to purchase business interruption and contingent business interruption insurance. USW has no liability for loss of profit or revenues should an interruption of service occur.

(A)3.6.6 Sprint and USW each waive any and all rights of recovery against the other, or against the officers, employees, agents, representatives or the other, or other tenants for loss or damage to such waiving Party arising from any cause covered by any property insurance required to be carried by such Party. Each Party shall give notice to insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement.

- (A)3.6.7 Upon the execution hereof, Sprint shall provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section. Such certificates shall; (1) name USW as an additional insured under commercial general liability coverage as respects USW's interests; (2) provide USW thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by USW; and (4) policy(s) provide severability of interest/cross liability coverage.

Notwithstanding the provision set forth above, insurance requirements for telecommunications carriers with annual revenues in excess of ten billion dollars will be handled on an individual case basis.

(A)3.7 Force Majeure

Neither Party shall be 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 including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

(A)3.8 Limitation of Liability

- (A)3.8.1 Except as otherwise provided in the indemnity section, no Party shall be liable to the other Party for any Loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party.
- (A)3.8.2 Except for Losses alleged or made by a Customer of either Party, in the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligations under this Section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense

caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or willful misconduct.

(A)3.8.3 Except for indemnity obligations, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

(A)3.8.4 Except as provided immediately below, neither Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to 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"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party. Nothing contained in this section shall limit either Party's liability to the other for (1) willful or intentional misconduct (including gross negligence) proximately caused by such party's negligent act or omission or that of their respective agents, subcontractors or employees nor shall anything contained in this section limit the Parties' indemnification obligations, as specified below.

(A)3.9 Indemnity

(A)3.9.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal Injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

- (A)3.9.2 The indemnification provided herein shall be conditioned upon:
- (A)3.9.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.
 - (A)3.9.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
 - (A)3.9.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

(A)3.10 Intellectual Property

- (A)3.10.1 For Resold services, each party agrees to defend and pay any damages awarded against the other Party (the "Requesting Party"), or their customers, based on any claim, demand, or proceeding that the use, sale, offer for sale performance or provision of any facilities, equipment, services or other item provided by that Party (the "Providing Party") under this Agreement, infringes any U.S. patent, copyright, or constitutes misappropriation of a trade secret of a third party. The Requesting Party will notify the Providing Party promptly in writing of any such claim, demand or proceeding, and give such information, assistance and authority as reasonably required for the handling or defense of such claim all at the Providing Party's expense. The Providing Party shall have sole control over the defense of any such claim, demand or proceeding and all negotiations regarding its settlement. The Providing Party shall not have any obligation hereunder if any infringement or allegation thereof is based upon use of any item in combination with another item not furnished by the Providing Party (unless the other item is merely an immaterial part of the combination) or based upon use of any item in a manner for which it was not provided or intended and in the event of such infringement or allegation, the Requesting Party shall defend and pay any damages awarded against the Providing Party.

- (A)3.10.2 For the use and provisioning of unbundled elements, the Parties agree to negotiate provisions related to Intellectual Property defense and apportionment of damages, and third party intellectual property licenses in accordance with FCC decisions as effective resulting from CCB Docket 97-19.
- (A)3.10.3 Each Party shall not, without the express written permission of the other Party state that; a) the other party is in any way connected or affiliated with other Party or its affiliates, b) they are part of a joint business association or similar arrangement with the other Party or its affiliates, c) the other Party is sponsoring endorsing or certifying a Party's goods and services, or d) with respect to a Party's advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the Other Party or any of its affiliates. Nothing in this paragraph shall prevent each Party from truthfully describing the network elements it uses to provide service to its customers.
- (A)3.10.4 Except as expressly provided in this Agreement, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property now or hereafter owned, controlled or licensable by either Party.
- (A)3.10.5. Sprint may use the phrase "Sprint is a reseller of U S WEST Communications services" (the Authorized Phrase) in Sprint's printed materials provided:
- (A)3.10.5.1 The Authorized Phrase is not used in connection with any goods or services other than U S WEST services resold by Sprint, or included in any advertising materials that contain goods or services other than those being resold by Sprint.
- (A)3.10.5.2 Sprint's use of the Authorized Phrase does not, in U S WEST's reasonable discretion, cause customers to believe that Sprint is U S WEST.
- (A)3.10.5.3 The Authorized Phrase, when displayed, appears only in text form (Sprint may not use the U S WEST logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one-fourth the point size of the largest use of Sprint's name and in no event shall exceed 8 point size.
- (A)3.10.5.4 Sprint shall provide Sprint's first use of the Authorized Phrase in a particular printed material

to U S WEST for its prior written approval. U S WEST must provide such approval or the reasons for rejection within 10 business days of such submission. USW's failure to respond shall be deemed approval.

- (A)3.10.5.5 If U S WEST reasonably determines that Sprint's use of the Authorized Phrase causes customer confusion, U S WEST may in its reasonable discretion immediately terminate Sprint's right to use the Authorized Phrase.
- (A)3.10.5.6 Upon termination of Sprint's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease and Sprint shall immediately cease any and all such use of the Authorized Phrase.
- (A)3.10.5.7 Sprint's advertising materials comply with all state and federal laws including but not limited to unfair competition, trade libel and trademark law.
- (A)3.10.6 Sprint acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and U S WEST respectively or their successors in interest (the "Owners"). Sprint recognizes that nothing contained in this Agreement is intended as an assignment or grant to Sprint of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the Marks and is not assignable. Sprint will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Sprint will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners.
- (A)3.10.7 The Parties understand that third party hardware or software vendors or others ("Third Party(ies)") whose products or alleged rights are utilized in USW's network may dispute the sufficiency of USW's rights to allow Sprint to deliver traffic over USW's network. In the event a Third Party requests compensation from Sprint or USW for Sprint's use of USW's network prior to the FCC's issuance of rules in Docket Nos.

CC96-98 and CCPOL 97-9 resolving these issues, the Parties agree to work cooperatively toward resolution of the issue through negotiations with the Third Party. If, after a reasonable period of negotiation, either Party decides that the negotiations with the Third Party will not result in an agreeable solution, either party may request that the issue be resolved through expedited arbitration pursuant to the Dispute Resolution provisions hereof. The Parties will cooperate to influence the Third Party to also participate in the arbitration. Each party will bear responsibility for its own costs during the negotiation and the arbitration process. If an arbitrator or a court determines that reasonable compensation is due to the Third Party, Sprint agrees that such compensation attributable to Sprint's use of the USW network shall be paid by Sprint. Sprint's agreement to this provision is without prejudice to any position that it may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing the subject matter hereof.

Nothing in this section shall preclude USW from recovering their costs under applicable state and federal rules.

- (A)3.10.8 Nothing herein shall preclude either Party from referring to the other in comparative advertising, provided that such advertising is lawful under all applicable federal laws, including but not limited to the Lanham Act (as amended).

(A)3.11 Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(A)3.12 Assignment

- (A)3.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a non-affiliated third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

The following language applies to the State of Minnesota only

(A)3.12.1. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a non-affiliated third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control. The Party making the assignment shall notify the Commission sixty (60) days in advance of the effective date of the assignment. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

(A)3.12.2 If the owner of the building or USW 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 Agreement, US WEST's performance under this Agreement shall be excused to the extent of the inconsistency. US WEST hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate US WEST to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

(A)3.13 Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof (cure period), the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

The following language applies to the State of Minnesota only

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof (cure period), the other Party must notify the Minnesota Public Utilities Commission in writing and may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same

shall, nevertheless, be and remain in full force and effect. Neither Party will disconnect the other without first obtaining the approval of the Commission.

(A)3.14 Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

(A)3.15 Nondisclosure

The following language applies to the State of Minnesota only

To the extent permitted by applicable law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

(A)3.15.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

(A)3.15.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

- (A)3.15.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- (A)3.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
- (A)3.15.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - (A)3.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or
 - (A)3.15.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - (A)3.15.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
 - (A)3.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - (A)3.15.4.6 is approved for release by written authorization of the disclosing Party; or
 - (A)3.15.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- (A)3.15.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.

(A)3.15.6 Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

(A)3.16 Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

(A)3.17 Dispute Resolution

(A)3.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

(A)3.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice president level, to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

(A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration

proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association (“AAA”). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator’s award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys’ fees, and shall share equally in the fees and expenses of the arbitrator. Unless both Parties agree otherwise or required by the arbitrator, any arbitration hearings shall take place in Denver, Colorado and Overland Park, Kansas on an alternating basis. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

The following language applies to the State of Minnesota only

(A)3.17.3. If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association (“AAA”). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator’s award shall be final and binding and may be entered in any court having jurisdiction thereof subject to review by the Commission. The Parties shall submit a copy of each arbitration opinion to the Commission, the Department of Public Service, and the Office of the Attorney General, Residential and Small Business Utilities Division. The arbitrators decision shall prevail in effect unless the Commission decides otherwise within forty-five (45) days. Each Party shall bear its own costs and attorneys’ fees, and shall share equally in the fees and expenses of the arbitrator. Unless both Parties agree otherwise or required by the arbitrator, any arbitration hearings shall take place in Denver, Colorado and Overland Park, Kansas on an alternating basis. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

The following language applies to the State of Montana only

(A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association (“AAA”). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator’s award shall be final and binding and may be entered in any court having jurisdiction thereof, subject to review by the Commission. The Parties shall advise the Commission that they will be settling a dispute through arbitration as soon as reasonably possible and, in every instance, prior to retaining an arbitrator. The Parties shall file a copy of each arbitration opinion with the Commission within ten (10) days of service of same. Each Party shall bear its own costs and attorneys’ fees, and shall share equally in the fees and expenses of the arbitrator. Unless both Parties agree otherwise or required by the arbitrator, any arbitration hearings shall take place in Denver, Colorado and Overland Park, Kansas on an alternating basis. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

(A)3.17.4 Should it become necessary to resort to court proceedings to enforce a Party’s compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

(A)3.17.5 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the Federal Communications Commission as provided by state or federal law.

(A)3.17.6 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the Party should have reasonably known of the grounds for the dispute.

(A)3.18 Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act, the FCC rules and the applicable state law in the state where the service is provided.

The following language applies to the State of South Dakota only

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the State of South Dakota. It shall be interpreted solely in accordance with the terms of the Act, the FCC rules and the applicable laws of the State of South Dakota.

(A)3.19 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

(A)3.20 Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

(A)3.21 Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

USW
Director - Interconnection/Integration
1801 California, Room 2410
Denver, CO 80202

With copy to:
U S WEST Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

SPRINT

Ken Ross, Director - Local Market Development
7301 College Blvd. (Mailstop: KSOPKV0212)
Overland Park, KS 66210

With copy to:

Richard Morris, Vice President, External Affairs -Local Markets
7301 College Blvd. (Mailstop: KSOPKV0214)
Overland Park, KS 66210

The following language applies to the State of Minnesota only

Executive Secretary
Minnesota Public Utilities Commission
121 Seventh Place East, #350
St. Paul, MN 55101-2147

Each Party shall inform the other of any changes in the above addresses.

(A)3.22 Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

(A)3.23 No Third Party Beneficiaries

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

The following language applies to the State of Minnesota only

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege. Notwithstanding the foregoing, the Parties agree to give notice to the Commission of any lawsuits or other proceedings that involve or arise under the Agreement to ensure that the Commission has the opportunity to seek to intervene in these proceedings on behalf of the public interest.

(A)3.24 Referenced Documents

- (A)3.24.1 All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Sprint practice, USW practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Sprint practice, USW practice, or publication of industry standards.
- (A)3.24.2 The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents. Unless otherwise required by law, Sprint acknowledges that USW is not be required to provide a superior network to Sprint than it provides to itself or other parties.
- (A)3.24.3 Sprint will have sixty (60) calendar days to review modifications by USW to Referenced Documents. If Sprint determines that the modifications materially and adversely affect its rights under this Agreement, the Parties agree to promptly negotiate a resolution. Sprint also has rights under the Dispute Resolution Section of this Agreement.

(A)3.25 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

(A)3.26 Amendment

Sprint and USW may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to

fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

The following language applies to the State of Minnesota only

Sprint and USW may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement. The Commission must approve of any amendment, modification, or supplement to this Agreement.

(A)3.27 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterpart shall together constitute one and the same instrument.

(A)3.28 Headings of No Force or Effect

The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

(A)3.29 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification that meets with regulatory approval.

(A)3.30 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, USW and Sprint agree to take all action necessary to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

(A)3.31 Customer Contacts

Sprint shall provide the exclusive customer service interface to Sprint Customers in connection with the marketing, offering or provision of Sprint services. In those instances where Sprint requires USWC personnel to

interface directly with Sprint Customers in person, by telephone, or in writing, such personnel shall identify themselves as representing Sprint. In no event shall USWC personnel acting on behalf of Sprint pursuant to this Agreement initiate dialogue to Sprint local service customers about USWC products or services. USW shall not disparage Sprint during any customer contacts.

(A)3.32 Compliance with the Communications Assistance Law Enforcement Act of 1994 (“CALEA”)

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

(A)3.33 Cooperation

The Parties agree that this Agreement involves the provision of USW services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Part G of this Agreement.

(A)3.34 Most Favored Nations Treatment

The Parties agree to comply with Section 252(i) of the Act, and FCC and state rules promulgated hereunder.

(A)3.35 Nonexclusive Remedies

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. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

The obligations of the Parties and the services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, either Party may sue in equity for specific performance.

(A)3.36 Privacy of Customer Information

- (A)3.36.1 Every telecommunications carrier has a duty to protect the confidentiality of proprietary information of, and relating to, other telecommunication carriers, equipment manufacturers, and customers, including telecommunication carriers reselling telecommunications services provided by a telecommunications carrier.
- (A)3.36.2 A telecommunications carrier that receives or obtains proprietary information from another carrier for purposes of providing any telecommunications service shall use such information only for such purpose, and shall not use such information for its own marketing efforts.
- (A)3.36.3 Confidentiality of Customer Proprietary Network Information
- (A)3.36.3.1. Except as required by law or with the approval of the customer, a telecommunications carrier that receives or obtains customer proprietary network information by virtue of its provision of a telecommunications service shall only use, disclose, or permit access to individually identifiable customer proprietary network information in its provision of (A) the telecommunications service from which such information is derived, or (B) services necessary to, or used in, the provision of such telecommunications service, including the publishing of directories.
- (A)3.36.3.2 A telecommunications carrier shall disclose customer proprietary network information, upon affirmative written request by the customer, to any person designated by the customer.

(A)3.37 Severability

The Parties recognize that the FCC is promulgating rules addressing issues contained in this Agreement. In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under law or regulation, the remainder of the contract shall continue to have full force and effect, and the parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either party may seek Dispute Resolution under this Agreement

PART B - RESALE

(B)1. Description

(B)1.1 USW Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll originating from USW exchanges will be available for resale from USW pursuant to the Act and will include terms and conditions (except prices) in USW Tariffs, where applicable. Where 1+ IntraLATA toll presubscription is not available, USW will provide IntraLATA Toll service to Sprint for resale. In states where 1+ IntraLATA Toll presubscription is available Sprint has the option to arrange for another provider.

(B)1.1a [SPRINT PROPOSED LANGUAGE]

DSL services designed for and sole to residential and business end users are subject to the discounted resale obligations of Section 251(c)(4). USW will offer DSL services for resale at the respective residential and business customer retail discounts as prescribed by state commissions.

(B)1.1.a [USW PROPOSED LANGUAGE]

USW acknowledges that Megabit services are subject to resale; however, any terms and conditions associated with the interstate discount remain to be determined.

(B)1.2 Sprint acknowledges that pursuant to Section 251(b) of the Act, it has an obligation to make telecommunication services available to USW for resale. Should USW wish to obtain services from Sprint for resale, Sprint will negotiate an agreement that addresses the same terms and conditions as exists within this Resale section and relevant Part A provisions. The Parties will negotiate the prices at which USW may purchase such services.

(B)1.3 To the extent that the Commission has ruled, certain USW services are not available for resale under this Agreement and certain other USW services are available for resale but not at a discount, as identified in Part H or in individual state Tariffs. The availability of services and applicable discounts identified in Part H or in individual Tariffs are subject to change pursuant to the Rates and Charges subsection of this Resale section.

(B)2. Terms and Conditions

(B)2.1 Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll may be resold only for their intended use and only to the same class of end user to which USW sells such services (e.g., residence service may not be resold to business end users). Service provided directly to Sprint for its own use, such as administrative services, must be identified by Sprint and Sprint must pay the full retail rates and prices for such services.

- (B)2.2 USW shall provide to Sprint Telecommunications Services for resale that are equivalent, subject to the same conditions related to the delivery of Telecommunications Services (including the conditions in USW's effective Tariffs), within provisioning time intervals that are equivalent to the intervals USW provides these services to itself, its affiliates to the extent required by law, and similarly situated third party telecommunications carriers, including other Resellers and end users, and in accordance with any applicable Commission service quality standards, including standards the Commission may impose pursuant to Section 252 (e)(3) of the Act.
- (B)2.3 In the event that there are existing agreements between Sprint and USW for resale under USW retail Tariff discounts, Sprint may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts or Sprint may elect to terminate such existing agreements and obtain such services under this Agreement with the associated wholesale discount specified in Part H of this Agreement. Services obtained for resale are not entitled to both a retail Tariff discount and a wholesale discount.
- (B)2.4 Sprint will provide a one year forecast within ninety (90) calendar days of signing this Agreement. During the term of this Agreement, the forecast shall be updated and provided to USW on a quarterly basis or more frequently when significant changes in the forecast occur. The initial forecast will provide:
- The estimated months that service will be offered (by city and/or state)
 - The estimated type and quantity of service(s) which will be offered
 - Sprint's anticipated number of service orders
 - Name of Sprint's key contact personnel
- The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement.
- (B)2.5 Sprint may reserve blocks of USW telephone numbers as allowed by Tariffs.
- (B)2.6 USW will accept at no charge one primary listing for each main telephone number belonging to Sprint's end user based on end user information provided to USW by Sprint. USW will place Sprint's listings in USW's directory listing database for directory assistance purposes. Additional terms and conditions with respect to directory listings are described in the Ancillary Services Section of this Agreement.
- (B)2.7 USW shall provide to Sprint, for Sprint's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Sprint must provide to USW accurate end-user information to ensure appropriate listings in any databases in which USW is required to retain and/or maintain end-user information. USW shall provide and validate Sprint's end user information to the ALI/DMS. USW shall use its standard process to update and maintain, on the same schedule that it uses for its end users, Sprint's end user service information in the ALI/DMS ("Automatic Location Identification/Database Management System") used to support E911/911

services. USW assumes no liability for the accuracy of information provided by Sprint.

- (B)2.8 If USW provides and Sprint accepts operator services, directory assistance, and IntraLATA long distance as a part of the resold line, it will be offered with standard USW branding. At the request of Sprint and where technically feasible, USW will rebrand operator services and directory assistance in Sprint's name, provided the charges associated with such rebranding are paid by Sprint in accordance with Section (G), Branding, herein.
- (B)2.9 Sprint shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for InterLATA services and IntraLATA services when IntraLATA presubscription is implemented.
- (B)2.10 When end users switch from USW to Sprint, or to Sprint from any other Reseller, such end users shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. USW shall take no action to prevent Sprint end users from retaining their current telephone numbers.
- (B)2.11 Sprint is liable for all fraud associated with service to its end-users and accounts. Sprint will take responsibility for investigating fraud associated with their use of USW resold services and, if appropriate, will demonstrate to USW that USW shares responsibility for the resulting fraud. Where Sprint and USW are jointly responsible for the fraud, each will share responsibility for the resulting loss of revenue. When fraudulent or potentially fraudulent situations are discovered, the Parties will take immediate corrective action. Notwithstanding the above, if USW becomes aware of potential fraud with respect to Sprint's accounts, USW will promptly inform Sprint and, at the direction of Sprint, take reasonable action to mitigate the fraud where such action is within USW's control.
- (B)2.12 Resold services are available where facilities exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Sprint requests that facilities be constructed or enhanced to provide resold services, USW will review such requests on a case-by-case basis and determine if it is economically feasible for USW to build or enhance facilities. If USW decides to build or enhance the requested facilities, USW will develop and provide to Sprint a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to USW's retail end users. If the quote is accepted, Sprint will be billed the quoted price and construction will commence after receipt of payment.

The following language applies to the State of Montana only

- (B)2.12 Resold services are available where facilities exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities unless otherwise required by Montana

law. However, if Sprint requests that facilities be constructed or enhanced to provide resold services, USW will review such requests on a case-by-case basis and determine if it is economically feasible for USW to build or enhance facilities. If USW decides to build or enhance the requested facilities, USW will develop and provide to Sprint a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to USW's retail end users. If the quote is accepted, Sprint will be billed the quoted price and construction will commence after receipt of payment.

(B)2.13 In the event USW terminates the provisioning of any resold services to Sprint for any reason, including Sprint's non-payment of charges, Sprint shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USW be responsible for providing such notice to Sprint's end users. USW will provide notice to Sprint of USW's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

(B)2.14 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

(B)2.15 If USW continues to sell a product to any end-user under grandfathered arrangements, USW must make that product available for resale by Sprint to that end-user. If a service is withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail.

(B)2.16 SPRINT PROPOSED ARBITRATION LANGUAGE

For services provided for resale, USW must provide a sixty (60) calendar day notice period for changes/discontinuation of services so that Sprint has an opportunity to make the necessary modifications to Sprint's ordering, billing, and customer service systems, and so that it can provide sufficient customer notification regarding any changes. The information shall be submitted to Sprint in a safe harbor environment and will be used exclusively to make the necessary modifications to its Operations Support and Billing Systems, any necessary modifications to its Network and to provide its Customers with notification of the changes/discontinuance of the service. The information shall not be used for any other purpose, including but not limited to, marketing purposes.

(B) 2.16 [USW PROPOSED LANGUAGE]

For services provided for resale, USW must provide a thirty (30) calendar day notice period for changes/discontinuation of resold IFR and IFB access lines. All other services will be subject to the same notification period USW is required to provide the state commission (s). The information shall be submitted to Sprint in a safe harbor environment and will be used exclusively to make the necessary modifications to its Operations Support

and Billing Systems, any necessary modifications to its Network and to provide its Customers with notification of the changes/discontinuance of the service. The information shall not be used for any other purpose, including but not limited to, marketing purposes.

(B)3. Rates and Charges

- (B)3.1 Pursuant to FCC Rules as effective, regulated Telecommunication Services, including promotions over ninety (90) days, discounts, and option plans, must have a corresponding wholesale rate as referenced in Part H. New USW regulated telecommunication services shall have a wholesale rate established at the same time the new service becomes available pursuant to FCC rules as effective.
- (B)3.2 The Telecommunications Services identified in Part H are available for resale at the wholesale discount percentage shown in Part H. Telecommunications Services available for resale but excluded by the Commission from the wholesale pricing arrangement in this Agreement are available at the retail Tariff rates.
- (B)3.3 The Customer Transfer Charges (CTC) as specified in Part H apply when transferring services to Sprint.
- (B)3.4 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by Sprint without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.
- (B)3.5 Sprint will pay to USW the PIC change charge without discount for Sprint end user changes of interexchange or IntraLATA carriers. Any change in Sprint's end users' interexchange or IntraLATA carrier must be requested by Sprint on behalf of its end user.
- (B)3.6 Sprint agrees to pay USW when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace, etc.). Access to these services will not be turned up if Sprint requests that those services be blocked and if USW offers such blocking to its End Users. USW will bill Sprint the same charges with a wholesale discount that USW bills its End Users for providing blocking services. USW shall provide Sprint with detailed billing information (per applicable OBF guidelines, if any) as necessary to permit Sprint to bill its end users such charges.
- (B)3.7 USW shall provide to Sprint, on a per-line basis, the ability to request blocking services that USW offers to its end users, e.g., 700, 900, 976.
- (B)3.8 Product specific non-recurring charges, as set forth in USW's applicable Tariffs, without a discount, will apply when additional lines, trunks or circuits

are added or when the end user adds features or services to existing line or trunks.

- (B)3.9 Miscellaneous charges, if applicable, will be consistent with charges for equivalent services ordered by USW end users.
- (B)3.10 When end-user accounts are converted to Sprint accounts, all USW calling cards will automatically be terminated at conversion.
- (B)3.11 If the Commission orders additional services to be available for resale or removes the resale requirement for a service, the Parties agree that they will revise Part H to incorporate the changes required by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the Commission ordered wholesale discount rate. If the Commission, through a cost proceeding, establishes wholesale discount rates and other resale charges to be made generally available to Resellers or establishes a resale Tariff, the Parties agree that they will revise Part H to incorporate the Commission ordered wholesale discount rates and/or other resale charges into this Agreement effective on the date ordered by the Commission.
- (B)3.12 USW shall have a reasonable time to implement system or other changes necessary to bill the Commission ordered rates or charges.
- (B)3.13 If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to Sprint for such services will be based upon the new Tariff rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order and/or resale Tariff. The new rate will be effective upon the Tariff effective date.

(B)4. Ordering Process

- (B)4.1 Sprint, or Sprint's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Sprint shall make it clear to its end users that they are end users of Sprint for resold services. Sprint's end users contacting USW will be instructed to contact Sprint.
- (B)4.2 USW will provide pre-ordering information to Sprint pursuant to Section (G)2.
- (B)4.3 For the period of time that a customer has chosen Sprint as their local service provider, Sprint assumes custodianship of Telephone Line Number ("TLN").
- (B)4.4 When Sprint resells USW local service (becomes the end-user's local service provider), USW shall process all PIC changes provided by Sprint on behalf of the IXCs. If PIC changes are received directly by U S WEST from the IXC,

USW shall reject the PIC change back to the IXC with the OCN of Sprint when available in the appropriate field of the industry standard CARE record.

- (B)4.5 Sprint shall transmit to USW all information necessary for the ordering (billing, listing and other information), installation, repair, maintenance and post-installation servicing according to USW's standard procedures, as described in the USW Interconnect & Resale Resource Guide available on USW's Web site. Information shall be provided using USW's designated Local Service Request (LSR) format which may include the LSR, end user and resale forms. Sprint must send USW complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services using USW's designated resale directory listing order forms. When USW's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, USW will render its closing bill to the end user effective with the disconnection. If a Sprint end user discontinues service from Sprint and subsequently USW's service to Sprint is discontinued, USW will issue a bill to Sprint for that portion of the service provided to Sprint. USW will notify Sprint by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. USW will not provide Sprint with the name of the other service provider selected by the end user.
- (B)4.6 Sprint shall provide USW and USW shall provide Sprint with points of contact for order entry, problem resolution and repair of the resold services.
- (B)4.7 Due date interval standards are addressed in the Interconnect & Resale Resource Guide.
- (B)4.8 When USW provides short installation intervals to its end-users, via soft dial tone, (e.g. facilities are already connected at the premises and all that is required is a computer entry activating service, such as "warm line" activation), USW shall match those installation intervals for Sprint once the order is received from Sprint.
- (B)4.9 Firm Order Confirmation (FOC) guidelines are addressed in the Interconnect & Resale Resource Guide.
 - (B)4.9.1 When Sprint initiates an order with a due date that is within the USW Standard, and USW cannot meet this date, USW will issue an FOC to Sprint with a new due date. If Sprint's end user cannot accept this date, Sprint will escalate the order to USW's Service Center. If USW can improve the due date interval, but cannot meet the original requested date, Sprint is required to initiate a supplemental order indicating the re-negotiated due date. USW will initiate a revised FOC with the agreed to date. In this scenario, Sprint should not be charged for the supplemental order activity as the original due date was within the current interval date for USW.

- (B)4.10 USW will provide completion notification that is equal to that provided to USW end users.
- (B)4.11 USW will provide Design Layout Records when requested under terms and conditions consistent with USW end users.
- (B)4.12 USW will handle jeopardies based upon the same performance standards and criteria as USW provides to its end users. Sprint jeopardies will be worked with the equivalent priority as USW jeopardies.

(B)5. Billing

- (B)5.1 USW shall bill Sprint and Sprint is responsible for all applicable charges for the resold services as provided herein. Sprint shall also be responsible for all Tariffed charges and charges separately identified in this Agreement associated with services that Sprint resells to an end user under this Agreement.
- (B)5.2 USW shall provide Sprint, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in Part G, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for Sprint review.

(B)6. Maintenance and Repair

Sprint and USW will employ the procedures for handling misdirected repair calls as specified in the Maintenance and Repair Section of this Agreement.

PART C - RECIPROCAL TRAFFIC EXCHANGE

(C)1. Interconnection Facility Options

(C)1.1 This Section describes the technical Interconnection of USW's network and Sprint's own network for the purpose of exchanging Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. USW will provide Interconnection at the trunk side of its tandems and its end office switches, in the same manner USW connects its own switches, and at central office cross-connect points. USW will also provide Sprint with access to signaling transfer points and call related databases necessary for call set up for the exchange of traffic. "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches or end office switches to local tandem switches for the exchange of Exchange Service (EAS/Local) traffic; or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not generally provided. However, if at such time USW shall redesign its network to have local tandems connect to its access tandems for itself, then USW shall do so for Sprint to the extent USW does so for itself. Interconnection will be provided at rates, terms and prices that are just, reasonable and non-discriminatory, in a timely manner, and in a manner that provides Sprint with at least interconnection quality equal to that which USW provides to itself, a subsidiary, its affiliates, or any other party as required by law. This paragraph does not describe the reciprocal compensation arrangements between the Parties; reciprocal compensation arrangements are discussed in Section (C)2 of this Agreement.

(C)1.2 Methods of Interconnection

The Parties will mutually agree to the facilities arrangement to be established between their networks. Sprint shall establish a Point of Interconnection (POI) in each USW Local Calling Area where it does business. A POI may be used to establish trunks to all end offices that are local to the end office where the POI resides. Sprint will establish, via the common POI, separate trunk groups for each USW local tandem and/or end office within the local calling area or areas associated with the POI consistent with this agreement. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of traffic.

(C)1.3 Points of Interconnection (POI)

Internet traffic will be routed on Local/EAS trunks unless and until the FCC prohibition on charging access rates for internet traffic is lifted, at which time the Parties will negotiate how Internet traffic will be routed.

Sprint may request any modifications or additions to its designated POI's in order to add capacity or establish new POI's. Such changes may require mutual agreement between the Parties.

The following alternatives for establishing Interconnection are negotiable: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet facilities; or (4) Hub location.

(C)1.3.1 Entrance Facility

Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility, where facilities exist. An entrance facility extends from the USW Serving Wire Center to Sprint's switch location. Entrance facilities may not extend beyond the area served by the USW Serving Wire Center. The rates for entrance facilities are provided in Part H. USW's Private Line Transport service is available as an alternative to entrance facilities, when Sprint uses such Private Line Transport service for multiple services. The Entrance Facility cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(C)1.3.2 Collocation

Interconnection may be accomplished through the Collocation arrangements offered by USW. The terms and conditions under which Collocation will be available are described in the Collocation Section of this Agreement. The rates for the Expanded Interconnection Channel Termination (EICT) are provided in Part H of this Agreement.

(C)1.3.3 Mid-Span Meet POI

A Mid-Span Meet POI is a mutually agreed to Point of Interface, between the USW Wire Center and Sprint's switch location. The Mid-Span Meet POI may not extend beyond the area served by the USW Wire Center. The actual physical Point of Interface and facilities used will be the result of a mutual agreement between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. The Mid-Span Meet POI cannot be used to pick up/connect to UNEs.

(C)1.3.4 Hub Location

- (C)1.3.4.1 (When Sprint locates its switch outside the Local Calling Area, the Hub Location Point of Interface is available to establish Sprint's Point of Interface within the Local Calling Area under the following provisions.
- (C)1.3.4.2 The Hub Location Point of Interface, limited to use with Local Interconnection Service for Exchange Service (EAS/Local) traffic, may be established at a USW Central Office at which multiplexing is performed.
- (C)1.3.4.3 The physical arrangement of a POI at a Hub location consists of:
 - (C)1.3.4.3.1 A DS1 or DS3 Private Line Transport Service facility from Sprint's POI (in another USW Local Calling Area) to the USW Hub location, leased from USW, and;
 - (C)1.3.4.3.2 A Private Line Transport Service multiplexer at the Hub location, leased from USW. Where a multiplexer is not required, a digital cross connect bay at the hub location can be designated as the POI.
- (C)1.3.4.4 Hub location traffic from Sprint will be transported in the EAS/Local Calling Area where the hub location is located only. USW will not be required to pass EAS/Local traffic of the hub location calling area to Sprint at any other location other than the leased DS3 multiplexer or digital cross connect bay as applicable.
- (C)1.3.4.5 Rates, terms and conditions for ordering and billing Private Line Transport Services are found in the state and interstate Private Line catalogs and Tariffs.
- (C)1.3.4.6 The Hub Location POI cannot be used to pick up/connect to UNEs.

(C)1.3.5 Host Remote Interconnection

When Sprint competes in a USW Local Calling Area where end users are served by a remote switch, Sprint will interconnect at the host office. Once Sprint establishes an interconnection

arrangement with a USW host office, that interconnection arrangement will also be used for exchanging traffic destined to all remote switches associated with that host. When a host serves a remote located in the same local calling area, tandem transmission rates are applicable for the traffic carried by USW between the host and the remote. In those situations where a host serves remote switches in different Local Calling Areas, separate local trunk groups, associated with each Local Calling Area, are required into the host. USW will deliver the traffic to the remote at no additional cost to Sprint. This interconnection arrangement cannot be used by Sprint to pick up UNEs associated with the remote switch location.

(C)2. Reciprocal Traffic Exchange

(C)2.1 Description

- (C)2.1.1 Sprint may elect to pick up and/or deliver its traffic to USW utilizing a third party provider. If Sprint elects to deliver its originating traffic to USW through a third party, USW will not be denied the right to deliver its originating traffic directly to Sprint. In this event, Sprint will make reasonable accommodations so USW can make a one-way trunk connection to the Sprint switch. Sprint and USW agree that, in these situations, Sprint traffic will be treated as third party traffic by USW.
- (C)2.1.2 Reciprocal traffic exchange addresses the exchange of traffic between Sprint's network and USW's network. If such traffic is Exchange Service (EAS/Local), the provisions of this Agreement shall apply.
- (C)2.1.3 Where either Party acts as an Exchange Access IntraLATA Toll provider, each Party shall bill the other access rates using their respective tariffed switched access rates. In the absence of a specifically filed Sprint exchange access interLATA Toll tariff, Sprint shall bill USW using USW's Tariffed Switched Access rates as a surrogate. Each Party's rates will be cost based and will comply with the Commission's cost based methodology, if any. Sprint will provide notice to USW of changes in their respective Switched Access rates at the same time Sprint notifies the Commission. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations.
- (C)2.1.4 The traffic types to be exchanged under this Agreement include:

- (C)2.1.4.1 Exchange Service (EAS/Local) traffic as defined in this Agreement.
- (C)2.1.4.2 Internet traffic.
- (C)2.1.4.3 Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.
- (C)2.1.4.4 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic as defined in Access Tariffs and referenced in this Section.
- (C)2.1.4.5 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.
- (C)2.1.4.6 Transit service is provided by USW, as a local and access tandem provider, to Sprint to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless carrier), which is connected to USW's local or access tandems. To the extent that Sprint's switch functions as a local or access tandem switch, as defined in this Agreement, Sprint may, at its option, provide transit service to USW.
- (C)2.1.5 Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - (C)2.1.5.1 Directory Assistance
 - (C)2.1.5.2 911/E911
 - (C)2.1.5.3 Operator busy line interrupt and verify
 - (C)2.1.5.4 Toll free services
- (C)2.1.6 Ancillary services are addressed in Part F of this Agreement.

(C)2.2 Terms and Conditions

(C)2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic and Internet Traffic.

(C)2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

(C)2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

(C)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network based on the exceptions provided in this Section (see also Section (C)2.2.8.).

(C)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's local traffic to the terminating Party's end office or local tandem for call termination. Transport may be purchased from USW or Sprint as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport).

(C)2.2.1.3 When Sprint elects to order additional trunks using standard industry engineering principles, based on forecasted or actual traffic at Sprint's busy hour, and there is a DS1 worth of traffic (512 CCS) between Sprint and a USW end office, the ordered trunks will be direct trunks to USW's end office. Where a local tandem exists, Sprint may deliver traffic for the offices connected to the local tandem subject to the requirement to establish direct trunks when traffic during the busy hour exceeds 512 CCS to an end office. To the extent that Sprint has established a Collocation arrangement at a USW end office location, and has available capacity, the Parties agree that Sprint shall provide two-way direct trunk facilities, when required, from that end office to Sprint's

switch. In all other cases, the direct facility may be provisioned by USW or Sprint or a third party. If both Sprint and USW desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

(C)2.2.1.4 LIS ordered to a local tandem will be provided as Direct Trunked Transport between the serving Wire Center of Sprint's POI and the local tandem. Tandem switching and tandem transmission rates, as specified in Part H of this Agreement, will apply to the transport provided from the local tandem to USW's end office. Direct-trunked transport facilities are provided as facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.

(C)2.2.1.5 When USW receives a call routed in error from Sprint to a number that has been ported to another USW central office within the EAS/Local Calling Area, USW will perform a routing query, re-route the call and apply the appropriate tandem transmission rates.

(C)2.2.2 Transport and Termination of Exchange Access (IntraLATA Toll) Traffic

Exchange Access (IntraLATA Toll) traffic shall be delivered to USW at the IntraLATA access tandem or via separate trunks to USW's end office(s), as designated by Sprint. It will be provided as Direct Trunked Transport between the serving Wire Center of Sprint's POI and the access tandem. Tandem transmission rates will apply to the transport provided from the access tandem to USW's end office.

(C)2.2.3 Transit Traffic

(C)2.2.3.1 USW will accept traffic originated by Sprint for termination to another CLEC, existing LEC or wireless carrier that is connected to USW's local and/or access tandems. USW will also terminate traffic from these other Telecommunications Carriers to Sprint.

(C)2.2.3.2 In the case of Exchange Access (IntraLATA Toll) traffic, where USW is the designated IntraLATA Toll provider for existing LECs, USW will be

responsible for payment of appropriate usage rates.

- (C)2.2.3.3 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.
- (C)2.2.3.4 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. USW will not pay Sprint reciprocal compensation for Transit Traffic that is not originated by USW.
- (C)2.2.3.5 In the case of IntraLATA Toll traffic, where USW is the designated IntraLATA Toll provider for existing LECs, USW will be responsible for payment of appropriate usage rates.
- (C)2.2.3.6 When USW receives a call from Sprint to a number that has been ported to another local service provider, USW will consider such calls as transit traffic. This includes all Sprint originated calls regardless of who performed the query.
- (C)2.2.3.7 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The Parties will use industry standards developed to handle the provision and billing of jointly provided switched access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. USW will also provide the one-time notification to Sprint of the billing name, billing address and carrier identification codes of the IXC's subtending any access tandems to which Sprint directly connects. This type of traffic is discussed separately in this Section.

(C)2.2.4 Interface Code Availability.

Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks, can be found in the Technical Publication for Local Interconnection Service 77398.

(C)2.2.5 Switching Options.

(C)2.2.5.1 SS7 Out of Band Signaling.

SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service, as set forth in this Agreement, must be ordered by Sprint when SS7 Out-of-Band Signaling is requested on LIS trunks. MF signaling may be requested on an individual case basis, to meet a Party's unique requirement which is incompatible with SS7 signaling.

(C)2.2.5.2 Clear Channel Capability.

Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. USW will identify for Sprint those switches capable of routing 64CCC traffic, as requested (see also Section (C)2.2.8.2).

(C)2.2.6 Measurement of terminating local Interconnection minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or Sprint's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". USW will only charge Sprint for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by end office and rounded to the nearest whole minute.

(C)2.2.7 LIS Forecasting

(C)2.2.7.1 The Parties will work in good faith to define a mutually agreed upon forecast of LIS trunking. USW and Sprint will meet quarterly during the first year of operation to exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to ensure traffic completion to and from all customers within the appropriate calling areas.

After the first year, the Parties will mutually agree to a forecast meeting schedule. The Parties will share forecast information using the USW LIS Trunking Forecast forms.

- (C)2.2.7.2 Both Parties shall have the obligation to participate in joint planning meetings to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts will be for LIS trunking which impacts the switch capacity and facilities of each Party. Forecasts are "good faith estimates".
- (C)2.2.7.3 Switch growth jobs are custom jobs with a minimum six month timeframe from the vendors. To align with the timeframe needed to provide for the capacity including engineering, ordering, installation and make ready activities required by the forecast, the Parties agree to utilize USW standard forecast timelines as defined in the USW LIS Trunk Forecast Form.
- (C)2.2.7.4 Each Party will utilize the forecast cycle outlined on the USW LIS Trunk Forecast Form which stipulates that forecasts be submitted on a quarterly basis for the first year, and thereafter as agreed to by the Parties. USW will include Sprint's forecasted requirements in the sizing of the next equipment addition. The forecast will identify trunking requirements for a two year period. From the close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which require a six month minimum to complete network build. When available capacity cannot fill a new forecasted requirement, there may be up to a seven month delay to build new capacity. The actual delay period will be based upon actual availability of vendor material and labor. For ordering information see Section (C)2.4 of this Agreement.
- (C)2.2.7.5 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the

Dispute Resolution process is completed, the lower forecast will be used.

(C)2.2.7.6 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the USW LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.

(C)2.2.7.7 In addition to the above information, Sprint shall provide:

Completed USW LIS Trunk Forecast Forms;

Any planned use of an alternate local tandem provider.

(C)2.2.7.8 In addition to the above information, USW shall provide the following information about USW through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through a USW web site:

USW Tandems and USW end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

(C)2.2.7.9 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected LIS trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided pursuant to the Service Performance Section of this Agreement. USW engineers routes according to industry standards.

- (C)2.2.7.10 USW Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on USW's web site.
- (C)2.2.7.11 When appropriate, the USW Trunk Group Servicing Request (TGSR) process will be utilized to notify Sprint of the need to take action and place orders against the forecasted trunk requirements.
- (C)2.2.7.12 The Parties agree that Forecast shall be deemed Confidential Information.
- (C)2.2.7.13 If a trunk group is consistently under 60 percent of centum call seconds (ccs) capacity each month of any three month period, Sprint will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. The Parties will immediately meet to cooperatively review and plan rearrangement of the facilities, if needed. Thirty (30) days after the written notification, if Sprint has not contacted USW to mutually agree to a rearrangement plan, then USW may reclaim the facilities and charge Sprint a charge equal to the rearrangement charge outlined in this Section of this Agreement. When trunk groups are utilized at less than 60% of ccs for any three month period, USW will provide Sprint with written notification of its intent to refuse ASRs and/or cancel pending requests to augment those under-utilized trunk groups until such time as the utilization on that group reaches the required 60 percent level. When reclamation does occur, the trunk group shall not be left with less than 25 percent excess capacity.
- (C)2.2.7.14 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- (C)2.2.7.15 Forecasts for Interconnection facilities to be provisioned on a route which involves extraordinary circumstances shall be handled as Construction Charges, as detailed in Part (G) of this Agreement, unless the Parties agree otherwise. USW and Sprint may also choose to work in good faith to identify and locate alternative routes which can be used to accommodate Sprint

forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard USW forecast timeframes will not apply under these circumstances.

(C)2.2.8 Trunking Requirements

- (C)2.2.8.1 The Parties agree to provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.
- (C)2.2.8.2 Where available, at present or in the future, the Parties shall make available to each other B8ZS Extended Super Frame (“ESF”) capable trunks (see also Section (C)2.2.5.2).
- (C)2.2.8.3 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements (see also Section (C)2.2.1.2.1).
- (C)2.2.8.4 Separate trunk groups will be established, as required, to comply with billing, signaling, and network requirements. For example, (1) billing requirements - Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) vs. Exchange Service (EAS/Local) traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems. The Parties agree to combine different types of traffic on to a common trunk group when it is feasible to do so, e.g., local voice grade traffic and internet traffic. When USW’s network is redesigned to combine local and toll tandems into a single local/toll network, then USW will make the same combined network available to Sprint for the exchange of traffic to the extent that USW makes it available to itself. At such time as traffic is combined on the same trunk group, the Parties will work cooperatively to develop appropriate compensation methodology. The following is the current list of traffic types that require separate

trunk groups, unless specifically otherwise stated in this Agreement.

- (C)2.2.8.4.1 Combined Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) trunks
- (C)2.2.8.4.2 Exchange Service (EAS/Local) trunks
- (C)2.2.8.4.3 Directory Assistance trunks (where the switch type requires separation from Operator Services trunks).
- (C)2.2.8.4.4 911/E911 trunks
- (C)2.2.8.4.5 Operator services trunks (where the switch type requires separation from Directory Assistance trunks).
- (C)2.2.8.4.6 Mass calling trunks, if applicable.
- (C)2.2.8.5 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of traffic. Ancillary service trunk groups may be made below a DS1 level, as negotiated.
- (C)2.2.8.6 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all LIS trunk circuits, except as provided below.
 - C)2.2.8.6.1 The Parties agree that an all SS7 network is beneficial to end users and CLECs and therefore will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services trunking, 911 trunking and any others currently available in the USW network only on MF signaling. When the SS7/CCS option becomes available in the USW network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to

convert existing trunking to SS7, as appropriate. Procedures for establishing CCS connectivity can be found in Part E of this Agreement.

(C)2.2.8.6.2 When the Parties interconnect via CCS for Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

(C)2.2.8.7 The Parties shall terminate Exchange Service (EAS/Local) traffic exclusively on local tandems or end office switches. No Exchange Service (EAS/local) LIS trunk groups shall be terminated on USW's access tandems. In the complete absence of a local tandem, Exchange Service (EAS/Local) LIS trunk groups will be established directly between Sprint and USW end office switches.

(C)2.2.8.8 Sprint is in no way restricted from routing traffic via new or existing direct end office facilities.

(C)2.2.8.9 The Parties agree to exchange Exchange Service (EAS/ Local) traffic in the same EAS/Local Calling Area as such traffic originated.

(C)2.2.8.10 Alternate Traffic Routing

If Sprint has an LIS arrangement which provides two paths to a USW end office (one route via a local tandem and one direct route), Sprint may elect to utilize alternate traffic routing. Sprint traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the local tandem group (also referred to as the "alternate final" route) for completion to USW end offices.

(C)2.2.9 Testing

(C)2.2.9.1 Acceptance Testing

At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be

performed to ensure that the service is operational and meets applicable technical parameters.

(C)2.2.9.2 Testing Capabilities

(C)2.2.9.2.1 Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), non-synchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

(C)2.2.9.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable USW Tariff rates. Testing fees will be billed to Sprint when Sprint requests testing and testing is completed by USW.

(C)2.2.10 Mileage Measurement

Where required, the mileage measurement for LIS is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

(C)2.3 Rate Elements

(C)2.3.1 Interconnection Facility Options

(C)2.3.1.1 Entrance Facilities

(C)2.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Part H of this Agreement and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

(C)2.3.1.1.2 If Sprint chooses to use an existing facility purchased as Private Line

Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

(C)2.3.1.2 Collocation

When Collocation is purchased, the LIS EICT rate elements, as described in Part H of this Agreement, will apply. The rates are defined at a DS1 and DS3 level.

(C)2.3.2 Direct Trunked Transport

(C)2.3.2.1 Either Party may elect to provision one-way trunks to the other Party's end office for the termination of traffic based on the exceptions outlined in Section (C)2.2.8.2 of this Agreement.

(C)2.3.2.2 Either Party may elect to purchase Direct Trunked Transport from the other Party.

(C)2.3.2.2.1 Direct Trunked Transport (DTT) is available between the serving Wire Center of the POI and the terminating Party's local/access tandem or end office switches. The applicable rates are described in Part H of this Agreement. DTT facilities are provided as dedicated DS3 or DS1 facilities.

(C)2.3.2.2.2 When DTT is provided to a local tandem for Exchange Service (EAS/Local) traffic, or to an access tandem for Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic, the applicable DTT rate elements apply between the serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are Tandem Switching and Tandem Transmission. These rates are described below.

(C)2.3.2.2.3 Mileage shall be measured for DTT based on V&H coordinates between

the serving Wire Center and the local/access tandem or end office.

(C)2.3.2.2.4 Fixed Charges per DS1 or per DS3 and per mile charges are defined for DTT in Part H of this Agreement.

(C)2.3.2.3 If the Parties elect to establish LIS two-way DTT facilities for the reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

(C)2.3.2.4 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of 50% for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Part H, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP traffic to substantiate a change in that factor. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, the Parties do not waive their position that traffic delivered to Enhanced Service Providers is interstate in nature.

(c)2.3.2.4a [SPRINT PROPOSED LANGUAGE]

In the event there is not a requirement for USW to pay reciprocal compensation to Sprint for ISP traffic, the Parties agree to mutually establish a methodology to identify the actual ISP traffic. The methodology to be used, unless the parties agree otherwise, will be periodic traffic studies. The parties agree to cooperatively share information necessary to make these traffic studies, and such information will be shared in a safe harbor environment. This provision does not preclude the parties from agreeing to a different methodology to determine the amount of ISP traffic exchanged.

(C)2.3.2.5 Multiplexing options (DS1/DS3 MUX) are available at rates described in Part H of this Agreement.

(C)2.3.3 Trunk Nonrecurring Charges

(C)2.3.3.1 Installation nonrecurring charges may be assessed by USW for each LIS trunk ordered by Sprint, at the rates specified in Part H of this Agreement.

(C)2.3.3.2 Rearrangement nonrecurring charges may be assessed by USW for each LIS trunk rearrangement ordered by Sprint, at one-half the rates specified in Part H of this Agreement.

(C)2.3.4 Exchange Service (EAS/local) Traffic

(C)2.3.4.1 End Office Call Termination

(C)2.3.4.1.1 The Parties agree that per minute of use call termination rates as described in Part H of this Agreement will apply reciprocally for the termination of Exchange Service (EAS/Local) traffic.

(C)2.3.4.1.2 For purposes of call termination, the Sprint switch(es) shall be treated as end office switch(es), unless Sprint's switch(es) meet the definition of tandem switch in this Agreement.

(C)2.3.4.1.3 USW PROPOSED ARBITRATION LANGUAGE

As set forth above, the Parties agree that reciprocal compensation only applies to Local Traffic and further agree that the FCC has determined that traffic originated by either Party (the "Originating Party") and delivered to the other Party, which in turn delivers the traffic to an enhanced service provider (the "Delivering Party") is primarily interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is Local Traffic. The Originating Party will only pay reciprocal compensation for

the traffic the Delivering Party has substantiated to be Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

(C)2.3.4.1.3 SPRINT PROPOSED ARBITRATION LANGUAGE

When a state commission, court of law or the FCC requires USW to pay reciprocal compensation on ISP traffic to any other carrier, then USW shall have an obligation to pay Sprint reciprocal compensation for ISP traffic. If no such requirement exists, USW shall not have such an obligation to pay reciprocal compensation for ISP traffic.

(C)2.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

(C)2.3.4.2 Tandem Switched Transport

(C)2.3.4.2.1 For traffic delivered through a USW or Sprint local tandem switch (as defined in this Agreement), the tandem switching rate applies per MOU for the tandem switching function. The tandem transmission rate applies per MOU for common transport between the tandem and the end office. The end office call termination rate also applies to terminate the call at the end office. A single switch will not be compensated for both the tandem switch and end office switch functions on a single call. This applies reciprocally when USW terminates a call to a Sprint tandem.

(C)2.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the local tandem and terminating end office. If actual mileage cannot

be measured, an assumed one mile will be used.

(C)2.3.4.2.3 When Sprint terminates traffic to a remote office, tandem transmission rates will apply for the mileage between the USW host office and the USW remote office.

(C)2.3.4.2.4 When USW receives a call from Sprint to a number that has been ported to another USW central office within the EAS/Local Calling Area, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

(C)2.3.5 Miscellaneous Charges

(C)2.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon rates, terms and conditions described in State Access tariffs.

(C)2.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with USW executive approval within the same timeframes as USW provides for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in state Access Tariffs.

(C)2.3.5.3 Construction charges are described in Section (G)12 of this Agreement.

(C)2.3.6 Exchange Access (IntraLATA Toll) Traffic.

Applicable USW Switched Access Tariff rates apply to Exchange Access (IntraLATA Toll) traffic routed to an access tandem, or directly to an end office. Relevant rate elements could include Tandem Switching, Tandem Transmission, Interconnection Charge, Local Switching, and Carrier Common Line, as appropriate and allowed by law.

(C)2.3.7 Transit Traffic.

The following rates will apply:

(C)2.3.7.1 Exchange Service (EAS/Local) Transit: The applicable LIS transit tandem switching and

tandem transmission, at the mileage rates contained in Part H of this Agreement, apply to the originating CLEC.

(C)2.3.7.2 Exchange Access (IntraLATA Toll) Transit: The applicable USW Tariffed Switched Access tandem switching and tandem transmission, at the mileage rates contained in Part H of this Agreement, apply to the originating CLEC.

(C)2.3.7.3 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and their respective FCC and state access Tariffs.

(C)2.3.8 USW and Sprint are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN, and cannot substantiate technical restrictions (i.e. MF signaling) such traffic will be billed as Access (IntraLATA Toll) when unidentified messages are greater than 5% of total.

(C)2.4 Ordering

(C)2.4.1 When ordering LIS, the ordering Party shall specify on the Access Service Request: 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem Transmission); 3) the number of trunks to be provisioned at a local exchange office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

(C)2.4.2 When ordering new NXX codes associated with LIS, Sprint will provide the CLLI codes of the USW local tandem or end office and POI where the NXX is to be routed. On existing trunk groups, Sprint will provide the Two-Six Code to which each NXX will be routed.

- (C)2.4.3 When the ordering Party initially requests a DS3 Interconnection facility to a local tandem or local exchange office, or uses the Hub Location POI, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 Direct Trunked Transport facility, as directed by the ordering Party.
- (C)2.4.4 A joint planning meeting will precede Sprint and USW trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting local tandem Interconnection will provide its best estimate of the traffic distribution to each end office subtending the local tandem.
- (C)2.4.5 Trunks will be ordered either to USW's end offices directly or to USW's local tandem for local traffic. Separate trunks will be ordered to USW's access tandem only for IntraLATA Toll and jointly provided Switched Access traffic.
- (C)2.4.6 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis as mutually agreed upon by the Parties.
- (C)2.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for LIS contained in the Interconnect & Resale Resource Guide, available on USW's Web site.
- (C)2.4.8 Sprint may cancel an order for LIS at any time prior to notification by USW that service is available for Sprint's use. If Sprint is unable to accept LIS within one hundred and twenty (120) calendar days after the original service date, Sprint has the following options:
- The order for LIS will be canceled, and charges as set forth above will apply, or
 - Billing for the service will commence.
- In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by Sprint, will be the 121st calendar day beyond the original service date of the order for LIS.

(C)3. Jointly Provided Switched Access Services

- (C)3.1 Switched Access Service is defined and governed by the FCC and State Access Tariffs, MECAB and MECOD, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide.
- (C)3.1.1 USW and Sprint agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.
- (C)3.2 USW will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference SR-TAP-000984). USW will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXC's. USW will be unable to fulfill the role of ASC if Sprint does not fully comply with MECOD requirements, including filing their end offices and BP's (Billed Percentages) in the NECA 4 Tariff.
- (C)3.3 USW and Sprint will each render a separate bill to the IXC, using the multiple bill, multiple tariff option for their respective portions of jointly provided switched access service.
- (C)3.4 The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

PART D - COLLOCATION

(D)1. Description

(D)1.1 Sprint may collocate any type of equipment used or useful for Interconnection or access to Unbundled Network Elements pursuant to FCC Rule 51.323(b). Collocation is the leasing to Sprint of physical space in a USW Wire Center; USW will make available to Sprint, for the purpose of Collocation, central office power, grounding, surge protection, heating, ventilation and air conditioning (HVAC); and cabling in USW's Wire Center. USW will provide building safeguards to Sprint's collocated equipment against damage caused by fire, floods, winds, and other causes of nature on the same basis that USW safeguards its own equipment, buildings and property from damage. Collocation also allows Sprint to access InterConnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and ancillary services. There are six (6) types of Collocation available – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, and Interconnection Distribution Frame. Adjacent Collocation is a form of Physical Collocation. Other forms of legally authorized Collocation may be requested through the BFR Process.

(D)1.1.1 Virtual Collocation

With a Virtual Collocation arrangement, Sprint is responsible for the procurement of its own telecommunications equipment which USW installs and maintains. Sprint does not have physical access to its equipment in the USW Central Office but will be granted access to the appropriate cross-connect device for making any cross connections it may require for access to USW UNEs.

(D)1.1.2 Caged Physical Collocation

Caged Physical Collocation allows Sprint to lease caged floor space as provided in (D)3.3.1, for placement of its telecommunications equipment within USW's Central Office for the purpose of interconnecting with USW finished services or UNEs. Sprint is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required at the appropriate cross-connect device for connecting its equipment to USW UNEs.

(D)1.1.3 Cageless Physical Collocation

Cageless Physical Collocation is a non-caged area within a USW Central Office. Space will be made available in standard 9 square foot, single bay increments. Sprint will be responsible for the procurement, installation and maintenance of the bays and telecommunications equipment. As with both Virtual and Caged Physical Collocation, Cageless Physical Collocation will

also include access to the appropriate cross-connect device in which Sprint can make connections to USW UNEs.

(D)1.1.4 Shared Space Caged Physical Collocation

Shared Space Caged Physical Collocation allows two or more CLECs to share a single collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement, and another CLEC, pursuant to the terms of its approved interconnection agreement, may share use of that space, in accordance with terms and conditions agreed to between the two (2) CLECs. USW will prorate the charge for site conditioning and preparation undertaken by USW to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC based on the percentage of the total space utilized by that CLEC. USW shall not place unreasonable restrictions on Sprint's use of a collocation cage, such as limiting Sprint's ability to contract with other CLECs to share Sprint's collocation cage in a sublease-type arrangement. In addition, if two or more CLECs who have interconnection agreements with USW utilize a shared collocation arrangement, USW shall permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original collocator.

(D)1.1.5 Adjacent Collocation

(D)1.1.5.1 Adjacent Collocation is collocation in a controlled environmental vault or similar structure, to the extent technically feasible. Adjacent Collocation is available only when USW is out of available collocation space in a central office. When a request for collocation is denied due to unavailability of space, Sprint may request Adjacent Collocation from USW on an Individual Case basis (ICB). Since Adjacent Collocation is unique per request, USW will conduct a feasibility study to determine if there is appropriate adjacent USW property that can be used for Adjacent Collocation. Sprint may also suggest other adjacent structures suitable for equipment installation or may identify a willingness to construct an adjacent structure. Adjacent Collocation is not subject to the same existing intervals for any other type of collocation. The Parties agree to work cooperatively in establishing a mutually agreeable project timeline to outline

tasks, responsibilities and commitment dates to complete the ICB request. If the Parties are unable to agree on a project timeline, the Dispute Resolution process in this Agreement will be used.

(D)1.1.5.2 If Sprint proposes an adjacent site, at a minimum Sprint will need to provide the following information: address of adjacent site, description of physical facility (i.e.: type of building or structure), dimensions of structure, material of structure, identify if structure is above ground or below ground, proof of certification of compliance with existing building and zoning codes as required by the respective municipality. It is Sprint' responsibility to "construct or procure" such arrangements.

(D)1.1.6 Interconnection Distribution Frame (ICDF) Collocation

(D)1.1.6.1 Where Sprint does not require its equipment to be placed in a USW Central Office, but wishes only to combine USW UNEs, ICDF Collocation is available. An ICDF frame is also available for combining elements when other forms of Collocation are used.

(D)1.1.6.2 USW will make available to Sprint, Interconnection Distribution Frames (ICDFs) that are shared cross-connect devices used by USW and CLECs alike. For each Central Office, USW will determine the appropriate cross-connect device upon which Sprint terminations will be placed (DS0, DS1, DS3, and Ocn (fiber)). The ICDF may be the USW Main Distribution Frame (MDF), Toll Frame, Intermediate Distribution Frame (IDF), or another frame, depending on space availability and individual Central Office design. The frame USW establishes as the ICDF will be selected to minimize connection points. To the extent the Commission has specified by order that a particular frame is to be used, such frames will be made available to Sprint. When Sprint uses these frames, Sprint shall follow the same technical publications and design requirements for the engineering and use of frames that USW follows. The service ordering process will follow USW guidelines. Sprint shall agree to reimburse USW for all costs for placement of facilities dedicated to Sprint along with a portion of the common costs that can be shared between USW and CLECs..

- (D)1.1.6.3 Sprint may combine UNEs at the USW designated frame. Such frames will be located within USW Central Offices for common or dedicated usage. The cross-connect frames will accommodate DS0, DS1, DS3 and OCn (fiber) terminations. Tie cable arrangements between various USW frames may be required and will be made available to Sprint in a nondiscriminatory manner.

(D)2 Collocation Entrance Facilities

(D)2.1 Fiber Entrance Facilities

- (D)2.1.1 Collocation Fiber Entrance Facilities. USW offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between Sprint’s collocated equipment within the USW central office and a Collocation Point of Interconnection (C-POI) outside the central office where Sprint shall terminate its fiber-optic facility. [From (D)2.1.14]

- (D)2.1.2 Sprint is responsible for providing its own fiber facilities to the C-POI outside USW’s Central Office. USW will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by USW from the FDP to continue the run to Sprint’s leased collocation space (Caged or Cageless Physical Collocation) or Sprint’s equipment (Virtual Collocation). The USW provided facility from the C-POI to the leased Collocation space (Physical Collocation) or Sprint’s equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. [From (D)2.1.15]

- (D)2.1.2.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between Sprint’s fiber facilities delivered to the C-POI and Sprint’s collocation space in increments of 12 fibers. Sprint’s fiber cable is spliced into a USW-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber interconnection cable is placed between Sprint’s collocation space and the FDP. The FDP provides USW with test access and a connection

point between the transport fiber and Sprint's interconnection cable. [From (D)2.1.15.1]

(D)2.1.2.2 Cross-connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between Sprint's fiber facilities delivered to a C-POI and multiple locations within the USW wire center. Sprint's fiber cable is spliced into a USW provided shared fiber entrance cable in 12 fiber increments. The USW fiber cable consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the wire center. This option has the ability to serve multiple locations or pieces of equipment within the office. This option provides maximum flexibility in distributing fibers within the central office and readily supports Virtual and Cageless Physical Collocation and multiple Co-Provider locations in the office. This option also supports transitions from one form of collocation to another. [From (D)2.1.15.2]

(D)2.1.2.3 Express Fiber Entrance Facility -- USW will place a Sprint-provided fiber cable from the C-POI directly to Sprint's collocation space. If the Sprint-provided fiber cable does not meet fire rating requirements, a transition splice will occur in the cable vault to insure that the cable within the USW office meets requirements. The fiber cable placed in the wire center must meet fire rating requirements. This option will not be available if there is less than one full sized conduit (for emergency restoration) and 2 innerducts (one for emergency restoral and one for a shared entrance cable). [From (D)2.1.15.3]

(D)2.1.3 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered on an individual case basis including an evaluation of the feasibility of the request. All costs and provisioning intervals will be developed on an individual case basis.

(D)2.2 Microwave Entrance

(D)2.2.1 Microwave Entrance is used to allow Sprint to collocate microwave equipment at USW's Central Office buildings, where space is available. Microwave Entrance is used as an entrance facility at U S WEST central Offices for the exchange of traffic and/or for access to UNEs. Microwave Entrance is used in conjunction with Virtual, Caged Physical, Cageless Physical, and Shared Physical Collocation.

(D)3. Terms and Conditions

(D)3.1 Terms and Conditions - All Collocation

(D)3.1.1 With respect to Network Security, Sprint and USW agree that the provisions of this Section will be implemented in such a manner as to protect the integrity of the Party's networks pursuant to Section (G)1.

(D)3.1.2 With respect to any technical requirements or performance standards specified in this Section, USW shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.

(D)3.1.3 Collocation is available for equipment that is necessary for interconnection or access to USW's unbundled network elements, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. USW will permit collocation of any equipment required by law, unless USW can establish that the equipment will not be actually used by Sprint for the purpose of obtaining interconnection or access to unbundled network elements, e.g. equipment used solely for switching or enhanced services. Before any equipment is installed, Sprint must provide a written inventory to USW of all equipment and how it will be used for interconnection and/or access to unbundled network elements.

(D)3.1.4 Sprint may purchase USW's finished Private Line or Switched Access services via applicable Tariff terms and conditions. These services will be terminated at Sprint's collocated equipment or at the demarcation point as described below.

(D)3.1.5 Demarcation Points for Unbundled Network Elements (UNEs) and Ancillary Services. The demarcation point for unbundled network elements and ancillary services is that physical point where USW shall terminate its unbundled network elements and ancillary services for access by Sprint. There are standard demarcation points where unbundled network elements and ancillary services may be delivered to Sprint. Sprint shall

specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard demarcation point is at Sprint-provided cross connection equipment in Sprint's Physical or Virtual Collocation space. A second standard demarcation point is at an Interconnection Distribution Frame as described in (D)1.1.5. To the extent Sprint selects a demarcation point outside of its collocated space, such as an ICDF, Sprint shall provide and USW shall install the tie cables from Sprint's collocated equipment to the demarcation point. Alternatively, USW shall provide and install these tie cables, at Sprint's expense.

(D)3.1.5.1 USW will provide a connection between an unbundled network element and the demarcation point, and an ancillary service and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). The demarcation point shall be:

(D)3.1.5.1.1 at Sprint-provided cross-connection equipment located in Sprint's Virtual or Physical Collocation Space; or

(D)3.1.5.1.2 if Sprint elects to use ICDF Collocation, at an Interconnection Distribution Frame (ICDF); or

(D)3.1.5.1.3 if Sprint elects to use an ICDF in association with Virtual or Physical Collocation, at an ICDF.

(D)3.1.6 USW will fill Sprint's requests for Collocated space when space is available. USW will also provide Sprint, at a cost, permitted structures Sprint requests in support of their collocated equipment. Such structures include, but are not limited to, a cage (for Caged Physical Collocation), HVAC, power and grounding, any required cabling between Sprint's telecommunications equipment and designated frames, and any other associated hardware.

(D)3.1.7 All equipment placed will be installed in accordance with USW Technical Publications 77350, 77351, 77355, 77367, 77386 and 77390. USW shall provide standard central office alarming pursuant to Technical Publication 77390 within the central office environment, but not to Sprint's equipment. Sprint is responsible for the monitoring of its own equipment.

(D)3.1.8 USW will provide Sprint with the opportunity to identify a primary and an alternate form of collocation on a single application for collocation. Requests for Collocation may be denied due to the lack of sufficient space in a USW Wire

Center for placement of Sprint's equipment. In the event the original collocation as requested is not available, USW will notify Sprint and identify the reason the primary request cannot be met and will identify available variations on the primary request. In addition, USW will indicate whether the requested alternative is available. The Parties will discuss how to proceed. If variations of either option are agreeable, USW will complete the application process. If Sprint did not specify an alternative form of collocation on the original application form, Sprint will be required to submit a new application form requesting a different type of collocation. An additional application fee is required for each subsequent collocation application.

- (D)3.1.9 In the event that USW requires additional Wire Center space in order to satisfy its own business needs, and USW takes action to add equipment space to a Wire Center, additional CLEC space requirements for collocation will be taken into consideration.
- (D)3.1.10 Requests for Collocation from Sprint will be prioritized by USW, but in the event Sprint submits requests for Collocation, such that more than five (5) requests per week, per state are in process by USW, the following procedure shall apply:
 - (D)3.1.10.1 USW and Sprint shall work cooperatively and in good faith to establish a project plan and schedule to implement Sprint's requests for Collocation. The project plan shall establish staggered due dates on both the up-front and ready-for-service dates, and outline responsibilities for each Party;
 - (D)3.1.10.2 The project plan established by USW and Sprint to implement Sprint's request for Collocation may also be used by Sprint to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by Sprint are being processed by USW;
 - (D)3.1.10.3 Should the Parties not reach agreement on the project plan, Sprint's requests for Collocation shall be addressed by USW on an individual case basis.
- (D)3.1.11 If USW denies a request for Collocation in a USW Wire Center due to space limitations, USW shall allow Sprint representatives to tour the entire Wire Center premises escorted by USW personnel within ten (10) calendar days of the denial of space. Such tour shall be without charge to Sprint. If, after the tour of the premises, USW and Sprint

disagree about whether space limitations at the Wire Center make Collocation impractical, USW and Sprint may present their argument to the Commission.

(D)3.1.11.1 USW shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any premises where physical collocation is not practical because of space limitations.

(D)3.1.11.2 USW will maintain a publicly available document, posted for viewing on the USW website, indicating all premises that are full, and will update this document within ten calendar days of the date at which a premises runs out of physical space.

(D)3.1.11.3 If a request for Collocation is denied due to a lack of space in a USW Wire Center, Sprint may request USW to provide a cost quote for the reclamation of space and/or equipment. In the event Sprint requests, USW shall remove obsolete unused equipment from its Wire Center to increase the amount of space available for Collocation at USW's expense.

(D)3.1.11.3.1 Reclamation may include the following:

Space Reclamation – Administrative space that can be reconditioned, downsized or modified for the placement of telecommunications equipment.

Grooming – The moving of circuits from working equipment to other equipment bays with similar functionality for the purpose of providing space for Interconnection.

(D)3.1.11.3.2 Quotes for reclamation will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. USW will prorate these costs based on the percentage of the space Sprint has requested prior to providing Sprint a quote. Sprint has thirty (30) business days to

accept the quote. If Sprint accepts the quote, work will begin on receipt of 50% of the quoted charges and proof of insurance, with the balance due on completion.

- (D)3.1.12 All equipment shall meet the same earthquake rating requirements as USW uses for engineering its own equipment installation. The installation of all equipment shall be performed in a manner to comply with the earthquake rating standards for the geographic area of the central office.
- (D)3.1.13 Transmission Facility Access to Collocation Space. For Virtual or Physical Collocation, Sprint may select from three (3) optional methods for facility access to its collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line services, and 3) unbundled network elements.
- (D)3.1.14 USW will provide Sprint with two points of entry into a USW wire center when USW utilizes two separate entrances into the wire center building for its own use and when there are vacant entrance ducts in both. USW will promptly remove any unused cabling to free up entrance ducts when no other ducts are available. If USW requires additional Collocation entrance facilities for its own use, then the needs of CLECs will also be taken into consideration.
- (D)3.1.15 Where Collocation entrance facilities are not available, USW will offer Sprint USW DS3 or DS1 Private Line Transport Services in accordance with Tariff terms and conditions, in lieu of entrance facilities to be terminated at Sprint's collocated equipment.
- (D)3.1.16 Nothing herein shall be construed to limit Sprint's ability to obtain any or all types of USW Collocation in a single location, provided space is available.
- (D)3.1.17 Cancellation of Collocation Request. Sprint may cancel a collocation request prior to the completion of the request by USW by submitting a written request by certified mail to the USW Account Manager. Sprint shall be responsible for payment of all costs incurred by USW up to the point where cancellation is received.
- (D)3.1.18 Termination of Collocation Arrangement. Sprint may terminate a completed collocation arrangement by submitting a thirty (30) calendar day written notice via certified mail to the USW Account Manager. Prior to the effective termination date of Sprint's collocation arrangement with USW, Sprint will remove their collocated equipment and cabling.

- (D)3.1.19 Sprint may construct its own connection, using copper or optical fiber equipment, between Sprint's equipment and that of another CLEC. Using an approved vendor, Sprint may place its own connecting facilities outside of the actual physical collocation space, subject only to reasonable safety limitations.
- (D)3.1.20 USW will provide Sprint the same connection to the network as USW uses for provision of services to USW end users. The direct connection to USW's network is provided to Sprint through direct use of USW's existing cross connection network. Sprint and USW will share the same distributing frames for similar types and speeds of equipment, where technically feasible and space permitting.
- (D)3.1.21 For Caged Physical Collocation, Sprint's leased floor space will be separated from other CLECs and USW space through a cage enclosure. USW will construct the cage enclosure or Sprint may choose from USW approved contractors to construct the cage in accordance with the technical publications listed below. All Sprint equipment placed will be installed in accordance with USW Technical Publications 77350, 77351, 77355, 77386, 77390 and 77367, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. These appropriate USW Technical Publications must be available to the installation crew while performing installation work on USW property.
- (D)3.1.22 All equipment placed will be subject to random audits conducted by USW. Sprint will be given thirty (30) calendar days notice of such audits detailing the reason and scope of the audit and inviting Sprint to attend as the audit is performed. These audits will determine whether the equipment meets the standards required by this Agreement. Sprint will be notified by certified mail of the results of this audit pursuant to the notices section of this Agreement. Sprint shall rectify all non-conformities or officially appeal, through the Dispute Resolution process, any finding of non-conformity within thirty (30) calendar days of notification. If, at any time, pursuant to a random audit or otherwise, USW determines that the equipment or the installation does not meet USW technical requirements, or is determined to be unsafe, Sprint will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If Sprint fails to correct any non-compliance within a mutually agreed upon timeframe after written notice of non-compliance, USW will have the equipment removed or the condition corrected at Sprint's expense.

- (D)3.1.23 Conversion of Virtual Collocation (e.g., Virtual-to-Cageless Physical) is available upon request and submission of a Quote Preparation Fee (QPF) by Sprint. Sprint must pay all associated conversion charges. Conversions shall be in accordance with USW's standard Collocation provisioning processes. If required, Sprint will submit separate service orders for grooming Sprint's existing end user circuits to the new Collocation.
- (D)3.1.24 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, US WEST 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. Sprint shall receive its proportionate share of any money or other consideration payable by US WEST to Sprint for such cancellation, and Sprint shall have a right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.
- (D)3.1.25 Any disputes regarding equipment shall follow the guidelines outlined in FCC 99-48, 51.323(b).
- (D)3.1.26 USW will connect Sprint to another collocated CLEC, in the same physical location, at Sprint's request and at Sprint's expense. If Sprint chooses not to use USW for such facility, USW will permit Sprint, or the other CLEC connecting to Sprint, to construct such a connection.
- (D)3.2 Terms and Conditions - Virtual Collocation
 - (D)3.2.1 USW is responsible for installing and maintaining Sprint's Virtually Collocated equipment for the purpose of Interconnection or to access UNEs.
 - (D)3.2.2 Sprint will not have physical access to the Virtual Collocated equipment in the USW Wire Center. However, Sprint will have physical access to the demarcation point in the USW Wire Center.

- (D)3.2.3 Sprint will be responsible for obtaining and providing to USW administrative codes, (e.g., common language codes), for all equipment provided by Sprint and installed in Wire Center buildings.
 - (D)3.2.4 Sprint shall ensure that upon receipt of Sprint's Virtually Collocated equipment by USW, all warranties and access to ongoing technical support are passed through to USW, all at Sprint's expense. Sprint shall advise the manufacturer and seller of the virtually collocated equipment that Sprint's equipment will be possessed, installed and maintained by USW.
 - (D)3.2.5 Sprint's virtually collocated equipment must comply with USW Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. Sprint shall provide USW interface specifications (e.g., electrical, functional, physical and software) of Sprint's virtually collocated equipment.
 - (D)3.2.6 Sprint must specify all software options and associated plug-ins for its virtually collocated equipment.
 - (D)3.2.7 Sprint will be responsible for a one-time payment of USW Direct Training Charges associated with training USW employees for the maintenance, operation and installation of Sprint's Virtually Collocated equipment when such equipment is different than the standard equipment used by USW in that Central Office. This includes per diem charges (i.e., expenses based upon effective USW labor agreements), travel and lodging incurred by USW employees attending a vendor-provided training course.
 - (D)3.2.8 Sprint will be responsible for payment of charges incurred in the maintenance and/or repair of Sprint's virtually collocated equipment. USW will provide itemized billing for such charges.
 - (D)3.2.9 Sprint will transfer possession of Sprint's virtually collocated equipment to USW via a no cost lease. The sole purpose of the lease is to provide USW with exclusive possessory rights to Sprint's virtually collocated equipment. Title to the Sprint virtually collocated equipment shall not pass to USW.
- (D)3.3 Terms and Conditions - Caged Physical Collocation
- (D)3.3.1 USW shall provide Caged Physical Collocation to Sprint for the purpose of Interconnection or access to UNEs. USW may offer an alternative form of collocation when USW demonstrates that Caged Physical Collocation is not practical for technical

reasons such as space limitations, as provided in Section 251(c)(6) of the Act.

- (D)3.3.2 USW shall provide basic telephone service with a connection jack at the request of Sprint for the Physical or Cageless Physical Collocated space. Upon Sprint's request, this service shall be available per standard USW business service provisioning processes.
- (D)3.3.3 Sprint must begin equipment installation within sixty (60) days of cage acceptance unless Sprint demonstrates mitigating circumstances. Mitigating circumstances are circumstances outside Sprint's control which have delayed Sprint's use of the space. Sprint shall actively use 50% of the space to provide telecommunication services within twelve (12) months of acceptance. If USW identifies underutilized space, USW reserves the right to reclaim the unused portion and allocate it to another CLEC if a request is pending and an out of space condition exists in that Central Office.
- (D)3.3.4 Sprint's leased floor space will be separated from other CLECs and USW space through a cage enclosure unless the space is provided under a shared space Collocation arrangement in which case there will not be any cage delineation between the sharing parties. USW will construct the cage enclosure. All Sprint equipment placed will be installed in accordance applicable USW Technical Publications, i.e., 77390 and 77367, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.
- (D)3.3.5 USW will designate and design the floor space within each Wire Center which will constitute Sprint's leased space. Sprint has the right to review the space and request a change in location for cause. Upon such request, the Parties will meet and negotiate the space that will be assigned to Sprint for their collocation. Renegotiations of space may require a renegotiations of the timeline. Reasons for such a request might include but are not limited to: security concerns, proximity to hazards, e.g., water pipes and/or sources of vibration, and proximity to resources, e.g., DC power and distance to other Central Office equipment.
- (D)3.3.6 Sprint's leased floor space will be separated from other competitive providers and USW space through cages or hard walls. Sprint may elect to have USW construct the cage, or choose from USW approved contractors (or request approval of Sprint preferred contractors) to construct the cage, complying with applicable USW's Technical Publication(s).

- (D)3.3.7 When USW constructs the Caged Physical space, USW will ensure that the necessary construction work (racking, ducting, caging, grounding, terminations, environmental designs, AC and DC power, etc.) is performed to build Sprint's leased physical space and the riser from the vault to the leased physical space, complying with applicable USW's Technical Publication(s).
 - (D)3.3.8 Sprint owns and is responsible for the installation, maintenance and repair of its telecommunications equipment located within the physically collocated space rented from USW.
 - (D)3.3.9 Sprint and USW will complete an acceptance walk through of all collocated space requested from USW. The walk through will be scheduled within fifteen (15) calendar days after USW notifies Sprint that the cage is available for acceptance. Exceptions that are noted during this acceptance walk through shall be corrected by USW within fifteen (15) calendar days after the walk through unless mitigating circumstances beyond USW's control delay such completions. The correction of these exceptions from the original collocation request shall be at USW's expense.
 - (D)3.3.10 Sprint is responsible to order its DS0, DS1, DS3, Ocn (fiber) Expanded Interconnection Channel Terminations.
 - (D)3.3.11 Testing of the completed Collocation network components will be performed after Sprint completes its equipment installation. USW will test to the demarcation point of its portion of affected circuits. Subsequent joint testing between the Parties will be conducted in accordance with the rates and terms of this Agreement.
- (D)3.4 Terms and Conditions - Cageless Physical Collocation
- (D)3.4.1 Sprint owns and is responsible for the installation, maintenance and repair of Sprint-provided telecommunications bays and equipment located within the space leased from USW. Sprint may access its own Collocated equipment.
 - (D)3.4.2 Requests for multiple bay space will be provided in adjacent bays where possible. When adjacent space is not available, bays may either be commingled with other CLECs' equipment bays or, upon Sprint's request, USW will provide Sprint with a price quote to rearrange USW equipment to provide Sprint with adjacent bay space. See Section (D) [REDACTED].
- (D)3.5 Terms and Conditions - ICDF Collocation

- (D)3.5.1 The use of the appropriate cross-connect device does not require Sprint to establish Collocation. Sprint may order UNEs without Collocation. Sprint shall have access to, and be able to combine the UNEs at the appropriate cross-connect device under the same terms and conditions as other CLECs ordering UNEs in conjunction with Collocation.
- (D)3.5.2 USW will provide Sprint with access to the Central Office for the purpose of combining UNEs on the appropriate cross-connect device. This access will be equal to the access USW provides itself for similar purposes. This access will be on the same terms and conditions described for other types of Collocation in this Section.
- (D)3.5.3 The appropriate cross-connect device will be the location where all USW UNEs and Sprint's equipment and tie cables are terminated. Sprint may combine UNEs on the appropriate cross-connect device to make connections in three basic types of configurations:
- (D)3.5.3.1 USW UNEs to USW UNEs
 - (D)3.5.3.2 USW UNEs to Sprint's equipment
 - (D)3.5.3.3 Sprint's equipment to another CLEC's equipment
- Sprint may also cross-connect via other arrangements for combinations and connections of UNEs per effective state and federal orders.
- (D)3.5.4 The appropriate cross-connect device is the demarcation point between Sprint and USW owned network facilities and equipment as well as the point of termination between UNEs. The demarcation point can be used as the designated test point for the Parties to test their portion of the circuit.
- (D)3.5.5 All USW terminations on the appropriate cross-connect device will be given a frame address. USW will establish and maintain frame address records for USW terminations. USW will provide the frame address information to Sprint for each USW UNE ordered and will maintain assignment records of such USW UNEs (loop, switch port, etc.) and terminations (tie cable pair) on the appropriate cross-connect device.
- (D)3.5.6 Sprint will maintain assignment records for the terminations of Sprint's equipment on the appropriate cross-connect device. Sprint will maintain the assignment records for those frame addresses involved in connecting Sprint's equipment to USW UNEs and USW UNEs connected to USW UNEs.

- (D)3.5.7 Sprint will be required to place the jumper connection between frame addresses to complete Sprint's circuit. USW will comply with any other connection arrangements ordered. The Parties may negotiate other arrangements.
 - (D)3.5.8 To the extent that Sprint's requested use of the appropriate cross-connect device results in USW incurring building or frame additions, construction charges may apply.
- (D)3.6 Terms and Conditions – Microwave Entrance
- (D)3.6.1 Microwave Collocation provides Sprint with the ability to place their antennae on leased spare microwave tower space on an existing USW owned tower at a U S WEST central office to be used as an entrance facility to a USW Wire Center for purposes of Collocation. This type of entrance facility may be used instead of a cable entrance facility. U S WEST will not build new structure for Sprint's microwave entrance facility request.
 - (D)3.6.2 The demarcation or point of interconnection between Sprint's collocated microwave equipment and the entrance wave-guide is at the antenna flange or connector. The wave-guide will be connected to the wave-guide hatch structure and will then run directly through the appropriate Central Office racking to the second connection point located at Sprint's radio equipment.
 - (D)3.6.3 USW installs and maintains the wave-guide via riser in the Wire Center. Sprint does not have access to the wave-guide.
 - (D)3.6.4 Spare microwave tower space will be assessed in terms of physical loading constraints. Microwave frequency use will be limited by frequency availability to avoid Radio Frequency Interference.
 - (D)3.6.5 Sprint shall provide USW, on the USW collocation form, with relevant technical requirements (see USW Technical Publications 77355), including, but not limited to the following:
 - (D)3.6.5.1 Type of antenna mount (pipe, non-penetrating roof mount);
 - (D)3.6.5.2 Type of equipment to be collocated (vendor, capacity);
 - (D)3.6.5.3 Line of sight requirements (Azimuth);
 - (D)3.6.5.4 Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Antenna Center Line (C/L), Antenna Gain, Diversity Antenna type (if

used), Diversity Antenna C/L, Diversity Antenna Gain, Equipment Type;

(D)3.6.5.5 Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz);

(D)3.6.5.6 Other relevant information as identified at a site visit or other time.

(D)3.6.6 Sprint will utilize USW Technical Publication 77386, Section 2.75, regarding the requirements of contractors working on USW towers. This specifically points to Specification standards for the Installation, Maintenance and Removal of microwave equipment.

(D)4. Rate Elements

(D)4.1 Rate Elements - All Collocation

(D)4.1.1 USW will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by Sprint on the Collocation Order Form. If the feasibility study determines that space is available, a quote is then developed by USW for the work to be performed.

(D)4.1.2 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to Sprint for its Collocation request. The QPF is not credited against the total nonrecurring charges of the job and recovers the engineering and processing costs of the order.

(D)4.1.3 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance Sprint will deliver a minimum 12-strand fiber cable to the USW POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by USW. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling.

(D)4.1.4 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to Sprint provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

(D)4.1.5 -48 Volt DC Power Charge. Provides -48 volt DC power to Sprint collocated equipment. Charged on a per ampere basis.

- (D)4.1.6 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.
- (D)4.1.7 AC Power Feed. The AC Power feed is optional and recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to Sprint's space. When the AC Power Feed is selected, it is available as a single or triple phase option and is rated on a per foot and per ampere basis.
- (D)4.1.8 Inspector Labor Charge. Provides for USW qualified personnel, acting as an inspector, when Sprint requires access to the POI manhole after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USW employee (or contract employee) is required to go 'on-shift' on behalf of Sprint.
- (D)4.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged Physical Collocation or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the USW network is of sufficient length to require regeneration. The cost associated with regeneration will be borne by Sprint.
- (D)4.1.10 Cross-Connect Terminations
- (D)4.1.10.1 If USW provides the equipment cable for Sprint, terminations of that cable, including hardware and installation, will be provided in the following increments:
- DS0 - In blocks of 100 terminations.
 - DS1 - In increments of 28 terminations.
 - DS-3 - In increments of 1 coax pair.
 - OCn Level Terminations - In increments of 1 fiber pair.

(D)4.1.10.1.1 These elements include USW provided equipment cables, terminating blocks, installation labor and associated racking required between Sprint collocated equipment and the appropriate cross-connect device.

(D)4.1.10.2 If Sprint elects to provide the equipment cable, rates are applied on a per termination basis for DS0, DS1, and DS3s as shown below:

DS0 Per Termination
DS1 Per Termination
DS3 Per Termination
OCn Level Per Termination

(D)4.1.10.2.1 These elements include USW provided termination blocks, installation labor and associated racking between Sprint collocated equipment and the appropriate cross-connect device.

(D)4.1.11 Collocation Cable Racking – A charge for cable racking (the placement of the cable in the cable racks) required for placement of Sprint's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and OCn terminations. This charge applies only where (D)3.1.10.1 and (D)3.1.10.2 are not applicable. Cable Racking is assessed on a per foot charge based on the number of cable pairs or fibers terminated at the various cross-connect devices.

(D)4.1.12 Collocation Grounding Charge – A charge associated with providing grounding for Sprint's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to Sprint's cage enclosure or common space where required.

(D)4.1.13 Heating and Air Conditioning Charge – Environmental temperature control required for proper operation of electronic telecommunications equipment.

(D)4.1.14 Security Charge – The costs associated with key card readers and video cameras used as part of the Wire Center security will be prorated to Sprint on the same basis that is prorated to USW and other CLECs. A flat rate charge will be assessed per employee for each USW Wire Center, to which access is required.

(D)4.1.15 CO Synchronization – CO Synchronization provides Composite Clock and/or DS1 Synchronization signals traceable to a Stratum 1 source. Sprint must determine synchronization requirements and notify USW of these requirements when ordering the clock signals. The Composite Clock signal is a 64 kHz, nominal 5/8 duty cycle, bipolar return-to-zero signal with a bipolar violation every eighth pulse. The DS1 Clock signal is a framed, all-ones, 1.544 Mbit/s (DS1) signal using the superframe format and Alternate Mark Inversion line code. CO Synchronization is required for collocation services involving digital connections. Synchronization may be required for analog services depending on the IDE involved. CO Synchronization is available where USW Wire Centers are equipped with Building Integrated Timing Supply (BITS). CO Synchronization is an option ordered by Sprint on the Collocation Order Form. The recurring rate is billed per equipment bay as set forth in Part H of this Agreement.

(D)4.2 Rate Elements – Virtual Collocation

The following rate elements, as specified in Part H of this Agreement, apply uniquely to Virtual Collocation.

(D)4.2.1 Maintenance Labor – Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of Sprint virtually collocated equipment. Sprint is responsible for ordering and delivering maintenance spares. USW will notify Sprint immediately of any spares required for emergency repairs and will also cooperate with Sprint on scheduling routine maintenance work. USW will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from Sprint. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

(D)4.2.2 Training Labor – Provides for the billing of a one-time charge for vendor-provided training for USW personnel on a metropolitan service area basis, necessary for Sprint virtually collocated equipment which is different from USW provided equipment. USW will require three USW employees to be trained per metropolitan service area in which Sprint virtually collocated equipment is located. If, by an act of USW, trained employees are relocated, retired, or are no longer available, USW will not require Sprint to provide training for additional USW employees for the same virtually collocated equipment in the same metropolitan area.

(D)4.2.3 Equipment Bay – Provides mounting space for Sprint virtually collocated equipment. Each bay includes the 7-foot bay, its installation, and all necessary environmental supports.

Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.

- (D)4.2.4 Engineering Labor – Provides the planning and engineering of Sprint virtually collocated equipment at the time of installation, change or removal.
- (D)4.2.5 Installation Labor – Provides for the installation, change or removal of Sprint virtually collocated equipment.
- (D)4.3 Rate Elements – Caged Physical Collocation
 - (D)4.3.1 Space Construction and Site Preparation -- This section addresses the cost of material and labor to construct and prepare the collocation space. It also includes air conditioning (to support Sprint loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or Cageless Collocation or number required by building code) and the cost associated with space engineering. For the Caged Collocation, it includes a nine foot high cage enclosure. Sprint may choose from USW approved contractors to construct the space, including the cage in the case of Caged Collocation, in accordance with USW's installation Technical Publications 77351, 77355, 77386, 77390 and 77367 and 77350. Pricing for the Space Construction and Site Preparation is described in Part H.
 - (D)4.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power telecommunications equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of USW Wire Center areas surrounding the leased physical space (which may be charged separately) and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.
 - (D)4.3.3 AC Power Charge- Standard AC outlet used by Sprint for the purpose of powering test equipment, tools etc.
 - (D)4.3.4 Grounding Charge- Used to connect the Central Office common ground to Sprint's equipment.

(D)4.4 Rate Elements - Cageless Physical Collocation

The supporting structure and rate elements for Cageless Physical Collocation are the same as Caged Physical Collocation, excluding the nonrecurring cage enclosure and grounding charge. The minimum square footage is 9 square feet per bay. AC power outlet will be provided to every other bay in the lineup. In those instances where single bays are requested and placed, the single bay will have its own AC outlet.

(D)4.5 Rate Elements - ICDF Collocation

(D)4.5.1 The charges for ICDF single terminations shall apply as described above and are contained in Part H.

(D)4.5.2 Security Charge. The costs associated with key card readers and video cameras used for Sprint access to the USW Wire Center for the purpose of accessing the InterConnection Distribution Frame will be prorated to Sprint on the same basis that is prorated to USW and other CLECs. A flat rate charge will be assessed per employee for each USW Wire Center, to which access is required.

(D)4.6 Rates Elements - Shared Space Cage Physical Collocation

All rates for Caged Physical Collocation shall apply and shall be distributed among the Co-Providers sharing the caged space.

(D)4.7 Rates Elements – Microwave Entrance

Microwave Entrance rates will be provided to Sprint on an individual case basis. If at such time standard rates are developed and approved for Microwave Collocation, the approved rates shall apply on a going forward basis.

(D)5. Ordering

(D)5.1 Ordering - All Collocation

(D)5.1.1 If the Parties have completed negotiations and the Agreement is pending Commission approval, USW will accept a Collocation order form under a “Parallel Process” arrangement, which enables Sprint to begin the collocation process while pending Commission approval. An Interconnection Agreement will be required for Sprint to place Service Orders requesting Interconnection, access to UNEs, and transport services to the Collocation.

(D)5.1.2 Any changes, modifications or additional engineering requested by Sprint, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original

Collocation request, must be submitted with a subsequent QPF and Collocation Change Form. Such requests will cause the original Collocation job to vary from the committed ready for service date.

(D)5.2 Ordering - Virtual Collocation

(D)5.2.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of Sprint's equipment within the Central Office. The feasibility study will be completed within ten (10) calendar days of receipt of the QPF. If space is available, USW will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form and QPF.

(D)5.2.2 Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment will be processed with a shorter interval. In this instance, a QPF will not be charged.

(D)5.2.3 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to Sprint. During this period the Collocation entrance facility and space is reserved pending Sprint's approval of the quoted charges. If Sprint agrees to terms as stated in the Collocation Price Quote, Sprint must respond within 30 calendar days with a signed quote, a down payment check for 50% down of the quoted charges and proof of insurance. Under normal conditions, USW will complete the installation within ninety (90) calendar days from receipt of Sprint's equipment provided that space and power is available. Should USWC experience delays in meeting the ninety (90) calendar day interval, USWC will notify Sprint as soon as it becomes aware of the delaying factor. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with Sprint on an individual case basis. The installation of line cards and other minor modifications shall be performed by USW on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion. Recurring monthly charges for the Collocation commences upon completion of the Collocation.

(D)5.3 Ordering – Caged and Cageless Physical Collocation

(D)5.3.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of Sprint's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If

Collocation entrance facilities and office space are found to be available, USW will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided and space will be held for the cage during the pendency of Sprint's acceptance of the quote. Upon receipt of the signed quote, 50% down and proof of insurance, USW will make final allocation of the space to Sprint and construction by USW will begin. Sprint will have the option to view the allocated space prior to the work beginning, as outlined in Section (D) [REDACTED]. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to Sprint for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work. Recurring monthly charges for the Collocation commence upon the completion of the Collocation.

- (D)5.3.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a POI manhole, DC power upgrades and space reclamation required to meet Sprint's Collocation request. Any deviation from the above intervals will be negotiated by the Parties and the Parties shall not unreasonably withhold their agreement to modify the interval.
- (D)5.3.3. Sprint has the right to inspect the construction of the cage in progress.
- (D)5.3.4 The intervals in Section (D) [REDACTED] above apply to a maximum of five (5) collocation orders per Sprint per week. If six (6) or more collocation orders are required by Sprint in a one-week period, intervals shall be individually negotiated.

(D)5.4 Ordering - ICDF Collocation

- (D)5.4.1 Upon receipt of a ICDF Collocation Order Form, USW will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within seven (7) calendar days. In those Central Offices where ICDFs have not been previously placed, USW will make ICDFs available within ninety (90) calendar days of verification.

(D)5.4.2 Sprint shall submit an ICDF Collocation Order Form to USW. The ICDF Collocation Order Form shall include a Sprint-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the InterConnection Distribution Frame by USW on behalf of Sprint. Such forecasts shall be used by USW to determine the sizing of required tie cables and the terminations on each InterConnection Distribution Frame as well as the various other frames within the USW Central Office. Included in this forecast will be the termination type (DS0, DS1, DS3) and the quantity of each termination required. Appropriate cross-connect device terminations must be ordered in multiples of the following quantities:

100 DS0 terminations
28 DS1 terminations
1 DS3 termination
1 OCn termination

(D)5.4.3 Each UNE is ordered separately using the existing ordering forms and intervals for the specific UNE requested. Interval guidelines are addressed in the product specific section of the Interconnect & Resale Resource Guide. The ordering forms are identified in the Interconnect & Resale Resource Guide.

(D)5.5 Ordering – Microwave Entrance

The Parties agree to establish a mutually agreed upon project plan which includes, but is not limited to, due dates. Microwave Entrance is not subject to the timelines outlined for fiber entrance facilities.

(D)6. Billing

(D)6.1 Billing - All Collocation

(D)6.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, USW will provide Sprint a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by Sprint and USW, Sprint may begin submitting service order requests for USW transport services and/or UNEs. USW will begin billing the monthly recurring charges stated in the quote and completion package.

(D)6.1.2 In the event USW has completed all associated construction activities and Sprint has not completed its associated activities (e.g., delivering fiber to the POI, providing tie cables for connecting to the distribution frames, etc.), USW will begin billing for all monthly Collocation charges. When Sprint is ready to complete its activities,

final test and turn-up will be performed under the maintenance and repair process contained herein.

(D)6.2 Billing - Virtual Collocation

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between Sprint and USW may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment. Any additional joint testing can be provided under the currently available labor rates listed in Part H of this Agreement.

(D)6.3 Billing - Caged and Cageless Physical Collocation

Upon completion of USW construction activities and Sprint payment of the remainder of the nonrecurring charges, USW will allow Sprint access to the Collocation space. USW will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. Sprint will sign off on the completion of the physical space via the Caged or Cageless Physical Collocation completion package. Sprint may then proceed with the installation of its equipment in the Collocation space. Once Sprint's equipment has been installed and cable is provided for the Sprint's equipment terminations, USW will complete all remaining work activities.

(D)6.4 Billing - Microwave Entrance

Upon completion of USW construction activities and Sprint payment of the remainder of the nonrecurring charges, USW will allow Sprint access to the microwave space. USW will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. Sprint will sign off on the completion of the physical space via the Collocation completion package. Sprint may then proceed with the installation of its microwave equipment.

(D)7. Maintenance and Repair

(D)7.1 Virtual Collocation

(D)7.1.1 The normal business hours for labor associated with Maintenance, Engineering and Installation are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

(D)7.1.2 Installation and maintenance of Sprint's virtually collocated equipment will be performed by USW or a USW authorized contractor.

(D)7.1.3 Upon failure of Sprint's virtually collocated equipment, Sprint is responsible for transportation and delivery of maintenance spares to USW at the Wire Center housing the failed equipment. Sprint is responsible for purchasing and maintaining a supply of spares. Disposable incidental materials will be provided by USW and is included in the maintenance costs.

(D)7.2 Caged Physical Collocation

Sprint is solely responsible for the maintenance and repair of its equipment located within Sprint's caged space. If two or more CLECs agree to a Shared Space Caged Physical Collocation arrangement, such collocators are solely responsible for any and all maintenance, security and repair arrangements necessitated by such sharing. USW assumes no liability for any damages of any kind relating to Shared Space Caged Physical Collocation or related personnel disputes among the parties to those arrangements.

(D)7.3 Cageless Physical Collocation

Sprint is solely responsible for the maintenance and repair of its equipment located within Sprint's cageless physical space.

(D)7.4 ICDF Collocation

Sprint is responsible for block and jumper maintenance at the appropriate cross-connect device and using correct procedures to dress and terminate jumpers on the appropriate cross-connect device, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, Sprint is required to provide its own tools for such operations.

(D)7.5 Microwave Entrance

Sprint is responsible for maintenance of its microwave equipment. Sprint shall take all precautions to protect USW's and other carrier's equipment which may be installed on the microwave tower, or otherwise located in close proximity to the Sprint equipment. Installation, maintenance and removal of Sprint's microwave equipment shall follow all applicable industry and government safety requirements. USW shall maintain the wave-guide used by Sprint to the same standards USW maintains its own wave-guide.

PART E - UNBUNDLED NETWORK ELEMENTS (UNEs)

SPRINT PROPOSED LANGUAGE – SEE SEPARATE DOCUMENT

PART F - ANCILLARY SERVICES

(F)1. Interim Number Portability

- (F)1.1 Description
- (F)1.1.1 Interim Number Portability (“INP”) service is a service arrangement that can be provided by USW to Sprint or by Sprint to USW. For the purposes of this Section, the Party porting traffic to the other Party shall be referred to as the “INP Provider” and the Party receiving INP traffic for termination shall be referred to as the “INP Requestor”.
- (F)1.1.2 INP applies to those situations where an end user elects to transfer service from the INP Provider to the INP Requestor and such end user also wishes to retain its existing telephone number. INP consists of INP Provider’s provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider’s switches to the INP Requestor’s switches. INP is available only for working telephone numbers assigned to the INP Provider’s end users who request to transfer to the INP Requestor’s service. Local Interconnect Service (LIS) is required for INP.
- (F)1.1.3 RCF permits a call to an INP Provider’s assigned telephone number to be translated to the INP Requestor’s dialable local number. Technology limitations do not permit the use of Remote Call Forwarding where Digital Loop Carrier is utilized. INP Requester may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible and available. The INP Requester will need to specify the number of simultaneous calls to be forwarded for each number ported.
- (F)1.1.4 INP via RCF also requires office equipment, on a per telephone number basis. Sprint will provide a request for deployment sites and estimated quantities of ported numbers to USW to assist in an assessment of available porting methods. Each request for INP via RCF will be analyzed by the Infrastructure Availability Center (“IAC”) to determine the impact on the donor office to determine if office equipment is available.
- (F)1.1.5 DID permits incoming calls to be ported to the INP Requestor’s switch via a DID trunk configuration. For DID, the INP Provider will deliver the dialed telephone number to the INP Requestor’s Central Office.
- (F)1.1.6 DNRI permits incoming calls to be ported to the INP Requestor’s switch via a route index. A permanent route index is assigned to the end user’s ported number in the INP

Provider's switch. For DNRI, the INP Provider will deliver the dialed seven-digit telephone number to the INP Requestor's Central Office. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported.

(F)1.2 Terms and Conditions

- (F)1.2.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as, prescribed by the FCC and/or the Commission.
- (F)1.2.2 Local Interconnect Service (LIS) is required for INP.
- (F)1.2.3 USW will update its Line Information Database ("LIDB") listings for Sprint's INP ported numbers as directed by Sprint. USW will cancel calling cards associated with these forwarded numbers. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated. USW will not block third party and collect calls to those numbers unless requested by Sprint.
- (F)1.2.4 USW shall provide INP to Sprint via Direct Inward Dial (DID) Trunks. Each DID Trunk group used for INP is dedicated to carrying DID INP traffic between USW's End Office and Sprint's switch. Traffic on these trunks cannot overflow to other trunks. In addition, inter-switch signaling for DID is limited to multi-frequency (MF). This precludes passing Calling Line ID to the Sprint switch. With DID, there is no SS7 capability causing CLASS feature limitations.
- (F)1.2.5 Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

(F)1.2.6 While INP is deployed with respect to operator services and directory assistance associated with INP for Sprint subscribers, USW shall provide the following:

(F)1.2.6.1 USW shall allow Sprint to administer Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by Sprint. LIDB provisions are specified in this Agreement.

(F)1.2.7 USW shall provide a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB).

(F)1.2.8 Number Reservation

When a subscriber ports to another service provider that has previously secured, via a tariffed offering, a reservation of line numbers from the INP Provider for possible activation at some future point, these reserved but inactive numbers shall “transfer” along with the active numbers being ported by the INP Requestor in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the INP Provider. Sprint will notify USW when to activate INP for the above-mentioned reserved inactive numbers. Charges for reserved numbers will be billed to Sprint pursuant to the tariff offering.

(F)1.2.9 INP is subject to the following restrictions:

(F)1.2.9.1 An INP telephone number may be assigned by INP Requestor only to the INP Requestor’s end users located within the INP Provider’s Local Calling Area and toll rating area that is associated with the NXX of the portable number.

(F)1.2.9.2 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

(F)1.2.9.3 Only the existing INP Provider-assigned end user telephone number may be used as a ported number for INP.

(F)1.2.9.4 An INP telephone number must be active and assigned to accommodate INP.

(F)1.2.9.5 INP services shall not be re-sold, shared or assigned by either Party to another LEC or CLEC.

- (F)1.2.9.6 INP shall not be offered for NXX Code 555 and coin telephones, and Service Access Codes (i.e. 500, 700, 8XX, 900). INP is not available for Feature Group A seven-digit numbers, including Foreign Exchange. Furthermore, INP numbers may not be used for mass calling events.
- (F)1.2.9.7 The ported telephone number will be returned to the switch which originally had the ported number when the ported service is disconnected. The Party requesting a ported number may not retain it and reassign it to another end user. The normal intercept announcement will be provided by the INP Provider for the period of time outlined in the USW applicable tariff.
- (F)1.2.9.8 Once an office is converted to LNP (Local Number Portability), new INP order requests will not be accepted. The Parties will work together to convert existing INP numbers to LNP within one hundred twenty (120) calendar days.
- (F)1.2.10 Out of Hours Cuts
 - (F)1.2.10.1 Out of Hours cuts permit Sprint to select either a Coordinated or Non-coordinated cut for INP outside of USW's normal business hours. For purposes of this Section, USW's normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. Requests outside USW's normal business hours shall be considered an Out of Hours cut.
 - (F)1.2.10.2 For planning purposes, USW requests an estimate of Out of Hours Coordinated Cuts at least two weeks prior to Sprint placing a request in that state. Forecasts should include the anticipated Frame Due Times ("FDTs") and volumes that Sprint will be sending in for this offering.
 - (F)1.2.10.3 Coordinated Out of Hours cuts are internally managed and project managed by the appropriate USW personnel throughout the entire cut. This person will act as the point of contact for all conversion activities and processes. For a scheduled Coordinated Cutover, USW and Sprint shall verbally coordinate the disconnect with Sprint and switch the translations as close to the

scheduled time as possible. The requested time for the cutover shall be pre-specified by Sprint and agreed to by both parties and, unless there are extenuating circumstances, shall not begin more than 30 minutes after the agreed upon time. It is Sprints responsibility to ensure that their customer's service is available to be cut over at the scheduled time.

(F)1.2.10.4 Requests for FDTs (Frame Due Time) within normal business hours are proactively managed by USW but are considered Non-coordinated cuts. A Coordinated cut for orders during normal business hours is under review by USW, but is not a service offering at this time.

(F)1.2.10.5 Charges for Coordinated Out of Hours Cuts shall be based upon an overtime, time and one-half rate for timeframes outside of normal business hours that are not Sundays or holidays, and a premium rate that is a double time rate for Sundays and holidays.

(F)1.2.10.6 For Out of Hours Coordinated Cuts, the appropriate rate will be multiplied by the number of personnel actively participating in the cut, multiplied by the number of hours for the cut. USW will schedule the appropriate employees prior to the cut. However, if non-scheduled employees are required for the cut due to last-minute changes or incorrect data on the LSR, a three hours minimum "call out" may be required by USW.

(F)1.2.11 Out of Hours Non-Coordinated Cuts

For the purpose of this offering, normal business hours are defined as 7:00 a.m. to 7:00 p.m. Monday through Friday. Requests of 1:00 a.m. FDT due date are considered to be a Non-Coordinated Out of Hours Cut.

(F)1.2.11.1 Non-Coordinated Cuts

(F)1.2.11.1.1 Non-Coordinated Cuts allows Sprint to request a USW FDT of 1:00 a.m., where the actual cut occurs between the hours of 1:00 a.m. and 7:00 a.m. with a cut completion by 7:30 a.m. of that morning (if that morning is a

business day, or by 7:30 a.m. of the next business day).

(F)1.2.11.1.2 Conversion desk activities and escalation processes for Non-Coordinated Out of Hour Cuts are accomplished during the business day prior to the cut. Questions or issues regarding the cut shall be addressed the following business day.

(F)1.2.11.1.3 Sprint will not incur additional charges for Non-Coordinated Out of Hours Cuts.

(F)1.2.11.2 Order Process

Sprint shall request Out of Hours Cuts by submitting a Local Service Request (LSR) and designating a 1:00 a.m. FDT (Frame Due Time) which is outside of normal business hours. In the remarks section of the LSR, Sprint will mark the request as an "Out of Hours Cut," and will identify the type of cut (e.g., Non-Coordinated) in the remarks section of the LSR.

(F)1.2.11.3 Installation Intervals for non-coordinated INP will be found in the USW Interconnect Resource Guide under Service Intervals. Installation intervals for coordinated cutovers will be negotiated between the Parties.

(F)1.3 Rate Elements

For purposes of this Agreement, the Parties agree that the following cost structure is an acceptable measure of the costs incurred by the INP Provider. Cost recovery guidelines are pending FCC and/or Commission rulings. Final, approved FCC cost guidelines or Commission imposed rates will apply when available.

(F)1.3.1 Number Ported - This cost is incurred per number ported, per month per service order. This cost represents a single call path from the INP Provider's end office switch to the INP Requestor for the portable number.

(F)1.3.2 Additional Number Ported - This cost is incurred per month, per additional call path added to a particular ported telephone number.

- (F)1.3.3 Service Establishment - Per Route, Per Switch. This non-recurring cost is incurred for each INP Provider's end office switch that is equipped to provide INP to the INP Requestor.
- (F)1.3.4 Service Establishment - Per number ported or changes to existing numbers. This non-recurring cost is for every service order issued on INP.
- (F)1.3.5 Each of the above costs shall be borne by the INP Requestor.
- (F)1.3.6 Switched Access Revenues

USW and Sprint agree to use the previous USW and Sprint 1997 arbitrated decisions, specific to the allocation of switched access revenues for INP, in each of the 14 states within the USW territory, with the exception of Utah, where Sprint will use the standard USW formula, as set forth in Exhibit A.

- (F)1.3.6.1 Once the end office switch is converted to Local Number Portability (LNP), the switched access compensation will not be passed to Sprint.
- (F)1.3.6.2 The Switched Access rate elements are identified in USW's Switched Access Tariff.
- (F)1.3.6.3 USW will use ARMIS data to determine the average Minutes of Use ("MOU") by jurisdiction. ARMIS data is updated on a yearly basis. Average MOUs are used due to system limitations.
- (F)1.3.6.4 The number of lines to be used in the formula will be extracted from the USW corporate data warehouse once each month. This database contains billed information for posted orders.
- (F)1.3.6.5 Switched Access revenues will not be shared for traffic that is subject to reciprocal compensation.
- (F)1.3.6.6 The formula populated with the appropriate data for the preceding month will be provided to Sprint to support the payment. The pass through amounts will be paid by check and mailed to Sprint by the end of the month. Disputes will be processed as though this credited amount were a billed amount under this Agreement.
- (F)1.3.6.7 This section is applicable for the states of Arizona (Arbitration Order Issue 3, pp. 6-7); Oregon (Arbitration Order, Issue 2 at p. 4); Washington

(Arbitration Order, Issue 2, at p. 4); and Nebraska (Arbitration Order, Issue 4, p. 16).

(F)1.3.6.7.1 The Parties will establish a meet point relationship.

(F)1.3.6.7.2 Sprint will receive the end office charges (local switching), CCL and termination charges.

(F)1.3.6.7.3 Transport will be shared by the Parties and charged on a meet point basis to the ultimate end user switch on a percent of route miles provided.

(F)1.3.6.7.4 Tandem switching will be recovered by USW along with the entrance facility charges.

(F)1.3.6.8 This section is applicable for the state of Colorado (Arbitration Order, Issue IV, at pages 10-13).

(F)1.3.6.8.1 Sprint will receive the end office charges (local switching), CCL and termination charges.

(F)1.3.6.8.2 Transport will be charged solely by USW until such time as Sprint files an appropriate access tariff and it is approved by the Commission.

(F)1.3.6.8.3 Tandem switching will be recovered by USW.

(F)1.3.6.8.4 USW shall be entitled to the access revenues for local transport and any additional switching and transport for RCF through the RCF cost recovery mechanism determined in Docket No. 96S-250T.

(F)1.3.6.9 This section is applicable for the state of Minnesota (Arbitration Order, pages 14-15). For Sprint facilities-based services and services built with cost-based, unbundled elements, Sprint is entitled to both originating and terminating access charges associated with calls terminating to ported numbers assigned to Sprint subscribers. USW retains access charges when Sprint service is provided by a rebranded wholesale USW service.

In addition, pursuant to 47 CFR & 51.515 where USW switching is used prior to June 30, 1997, CCL and 75 percent of TIC charges will be paid by Sprint to USW.

- (F)1.3.6.10 This section is applicable for the state of South Dakota (Order in the AT&T/USW arbitration, Docket No. TC96-184, dated March 20, 1997, Paragraph 218). The terminating carrier shall receive the carrier common line and local switching charges. Transport charges shall be shared based on the meet point billing arrangement.
- (F)1.3.6.11 This section is applicable for the state of North Dakota (Arbitrator's Decision in the AT&T/USW arbitration, Case No. PU-453-96-497, dated March 19, 1997, pp. 59-60). USW shall receive transport charges for each ported interexchange toll call. USW and Sprint shall equally share the switching charges for each ported interexchange toll call. Sprint shall receive the Carrier Common Line Charges (CCLCs) for each ported interexchange toll call.
- (F)1.3.6.12 This section is applicable for the state of New Mexico (Order in the AT&T/USW arbitration, Docket No. 96-411-TC, dated March 20, 1997, paragraph 330. USW will receive all revenue associated with the transport and switching of ported interexchange toll calls. USW will credit Sprint with the applicable Carrier Common Line Charges (CCLCs).
- (F)1.3.6.13 This section is applicable for the state of Wyoming (Order in the AT&T/USW arbitration Docket Nos. 70000-TF-96-319 and 72000-TF-96-95, dated April 23, 1997, Priority 10, pp. 34-38). The terminating carrier closest to the end user will receive the revenue attributable to switching charges and the Carrier Common Line Charge (CCLC) for each ported interexchange toll call. Each Party will receive the revenue attributable to its portion of the transport charges for each ported interexchange toll call. Each carrier shall charge one-half of its normal Residual Interconnection Charge (RIC).
- (F)1.3.6.14 This section is applicable for the state of Idaho (First Order Addressing Substantive Arbitration

Issues in the AT&T/USW arbitration, Docket No. USW-T-96-15/ATT-T-96-2, dated March 24, 1997, Issue No. 46, p. 39). Until such time as there is a final and generally applicable method of cost allocation, USW and Sprint shall each be responsible for and shall track their respective costs of providing number portability. When a definitive method is determined, USW shall recover efficiently incurred costs for providing number portability for the period during which recovery has been held in abeyance.

(F)1.3.6.15 This section is applicable for the state of Montana. The Parties shall incorporate the language or provisions concerning this issue approved or ordered by the Commission following approval of the executed agreement in the AT&T/USW arbitration, Docket No. D96.11.200 as such may be changed on reconsideration or rehearing. If the AT&T/USW interconnection agreement does not contain such language or provisions, Sprint may request arbitration of the issue by the Commission. For purposes of Section 252(b) of the Telecommunications Act of 1996, the date of the request for negotiation on this issue shall be deemed to be the date of execution of the Stipulation and Agreement in the Matter of Sprint Communications Company L.P.'s Petition or Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with USW Communications, Inc. Pursuant to 47 U.S.C. 252, Docket No. D97.4.77.31.2.5.

(F)1.3.6.16 This section is applicable for the state of Iowa (AT&T/USW Interconnection Agreement – Iowa, dated December 13, 1996, Attachment 9, section 3.6.4, p. 13). USW shall share with Sprint as the local service provider of the ported-to-number, in accordance with the FCC's Order on Number Portability (Docket 95-116, paragraph 116) the terminating access charges for calls transported from the interexchange carrier to the ported switch.

(F)1.3.7 Rates are contained in Part H of this Agreement.

(F)1.4 Ordering

- (F)1.4.1 The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity (e.g. end user inquiries and complaints).
- (F)1.4.3 The INP Provider will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Loops).
- (F)1.4.4 If an end user requests transfer of service from the INP Requestor back to the INP Provider, the INP Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least forty-eight (48) hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Loops).
- (F)1.4.5 Certain features are not available on calls passed through INP service.
- (F)1.4.6 The INP Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.
- (F)1.4.7 Sprint shall have the right to use the existing USW 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under INP, USW agrees that all ported directory numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases, until Sprint instructs USW differently. When RCF is used, both the ported numbers and shadow numbers for Sprint ported subscribers shall be stored in PSAP databases. Sprint shall have the right to verify the accuracy of the information in the PSAP databases.
- The INP Requestor will provide to the E911 database provider the network telephone number that the INP Requestor assigned to the INP Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor. For consistency in administration, it is recommended that the INP Requestor enter into a separate agreement with the E911 database provider.
- (F)1.4.8 The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the INP Requestor's end users.

(F)2. Local Number Portability

- (F)2.1 Upon implementation of Local Number Portability (LNP) pursuant to FCC regulations, both Parties agree to conform and provide such LNP. Both Parties will also conform to LNP industry, Western Region LLC and state guidelines and agreements including but not limited to the requirement that the Parties obtain an LRN (Local Routing Number) for each toll rate center in which they provide LNP. USW may charge any nonrecurring and miscellaneous LNP charges in accordance with its tariffs or as may be agreed to by the Parties. USW and Sprint agree to one LRN per rate center.
- (F)2.2 Once LNP is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP end user numbers to LNP.
- (F)2.3 USW shall be the default carrier for LNP queries where Sprint is unable to perform its own query. Sprint shall be the default carrier for LNP queries where USW is unable to perform its own query. USW query services are defined in FCC Tariff No. 5; default LNP End Office and Tandem Query Charges are contained in Section 13 (Miscellaneous Service) and LNP Database Query Charges are contained in Section 20 (CCSAC Service Applications).
- (F)2.4 The LNP network architecture shall not subject alternate local exchange carriers to any degradation of service compared to U S WEST in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
- (F)2.5 When an office is equipped with LNP, all NXXs in the office shall be defined as portable and translations will be changed in the Parties' switches to open those NXXs for database queries. An NXX will be activated for LNP within 180 days of the first request for LNP that is received for that NXX. This provision is not to be interpreted to change local calling area boundaries for either Party.
- (F)2.6 Sprint shall have the right to use the existing USW 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under LNP, USW agrees that all ported directory numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases, until Sprint instructs USW differently. When RCF is used, both the ported numbers and shadow numbers for Sprint ported subscribers shall be stored in PSAP databases. Sprint shall have the right to verify the accuracy of the information in the PSAP databases.
- (F)2.7 The LNP Requestor will provide to the E911 database provider the network telephone number that the LNP Requestor assigned to the LNP Provider-assigned, ported telephone number. Updates to and maintenance of the LNP information to the E911 database are the responsibility of the LNP Requestor. For consistency in administration, it is recommended that the

LNP Requestor enter into a separate agreement with the E911 database provider.

(F)3. 911/E911 Service

(F)3.1 Description

- (F)3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).
- (F)3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.
- (F)3.1.3. USW has contracted E911 database services with a third party agent (“USW agent”), which has day to day responsibility for administration of the ALI/DMS database. Should USW no longer have the agency relationship, then all references to USW agent in this Section shall be understood to be a reference to USW.

(F)3.2 Terms and Conditions

- (F)3.2.1 Basic 911 directly connects to the PSAP 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.
- (F)3.2.2 E911 functions provided to Sprint shall be consistent with the support and services that USW provides to its end users for such similar functionality.
- (F)3.2.3 USW shall conform to all state regulations concerning emergency services.
- (F)3.2.4 USW shall route E911 calls to the appropriate PSAP.
- (F)3.2.5 For E911 Resale orders, USW shall use its current service order process to update and maintain end user information in the ALI/DMS database.

- (F)3.2.6 If required by Sprint, USW shall interconnect direct trunks from Sprint's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by Sprint.
- (F)3.2.7 When USW is responsible for administering the ALI/DMS database in its entirety, entries for the ported numbers should be maintained unless Sprint requests otherwise and shall be updated if Sprint so requests. Sprint shall provide information input for the ALI/DMS database for ported numbers.
- (F)3.2.8 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record by Sprint.
- (F)3.2.9 Sprint exchanges to be included in USW's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator), where required, and will not require an amendment to this Agreement.
- (F)3.2.10 In counties where USW has obligations under existing agreements as the primary provider of the 911 system to the county, Sprint will participate in the provision of the 911 System as described below.
- (F)3.2.10.1 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.
- (F)3.2.10.2 USW, or its agent, will be responsible for maintaining the E911 database. USW, or its agent, will provide to Sprint an initial copy of the most recent Master Street Address Guide ("MSAG"), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an individual case basis. To the extent that USW provides other CLECs reports on a more frequent basis without charging for those reports, USW will do the same for Sprint. The data will be provided in computer readable format using the current NENA format. USW shall provide Sprint access to the Master Street and Address Guide compatible with the access USW provides to itself.
- (F)3.2.10.3 Sprint will negotiate directly with the PSAP for determination of end user location data and the

appropriate emergency service provider for the ALI/DMS database.

- (F)3.2.10.3a For Sprint end user telephone number and routing updates, Sprint will negotiate directly with USW's agent for the input and validation of this end user data into the ALI/DMS database.
- (F)3.2.10.3b In most cases, in the USW territory the selective routing table updates and the ALI/DMS database will be managed by the same provider. Sprint assumes all responsibility for the accuracy of the data that Sprint provides for MSAG preparation and E911 Database operation. USW's agent and Sprint shall arrange for the automated input and periodic updating of the E911 database information related to Sprint end users. USW's agent shall work cooperatively with Sprint to ensure the accuracy of the data transfer by verifying it against the MSAG. USW's agent shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) format.
- (F)3.2.10.4 Sprint will provide end user data to USW's agent for USW ALI/DMS database utilizing current NENA standards, including Recommended Formats For Data Exchange, Recommended Standard For Street Thoroughfare Abbreviations, and Recommended Protocols For Data Exchange. USW will furnish Sprint any variations to NENA recommendations required for ALI/DMS database input.
- (F)3.2.10.5 Sprint will provide end user data to USW's agent for USW's ALI/DMS database that are MSAG valid and meet all components of the NENA Recommended Measurements For Data Quality standard.
- (F)3.2.10.6 Sprint will update its end user records provided to USW's agent for USW's ALI/DMS database to agree with the 911 MSAG standards for its service areas.
- (F)3.2.10.7 USW will provide Sprint with the identification of the USW 911 tandem that serves each geographic area served by Sprint.

- (F)3.2.10.8 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.
- (F)3.2.10.9 The primary 911 provider will provide the other Party with the ten-digit telephone numbers of each PSAP agency, for which the primary 911 provider provides the 911 function. These numbers can be used by the other Party to acquire emergency telephone numbers so that Party's operators can handle emergency calls in those instances where that Party's end user dials "O" instead of "911".
- (F)3.2.11 If a third party (i.e., LEC), is the primary service provider to a county, Sprint will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and Sprint are totally separate from this Agreement and USW makes no representations on behalf of the third party.
- (F)3.2.12 If Sprint is the primary service provider to the county, Sprint and USW will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.
- (F)3.2.13 Sprint will separately negotiate with each county regarding the collection and reimbursement to the county of applicable end user taxes for 911 service.
- (F)3.2.14 Sprint is responsible for network management of its network components to meet the network standards of USW for 911 call delivery, which may also require compliance with the Network Reliability Council Recommendations.
- (F)3.2.15 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.
- (F)3.2.16 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services equal to the level of service provided by USW to itself.
- (F)3.2.17 Performance Criteria. E911 Database accuracy shall be as set forth below:
 - (F)3.2.17.1 Accuracy of ALI/DMS data will be measured jointly by the PSAPs and USW's database provider in a format supplied by USW. The reports shall be forwarded to Sprint by USW's database provider

when relevant and will indicate incidents when incorrect or no ALI/DMS data is displayed.

- (F)3.2.17.2 Each discrepancy report will be jointly researched by USW and Sprint. Corrective action will be taken immediately by the responsible Party.
- (F)3.2.17.3 Each Party will be responsible for the accuracy of its end user records. Each Party specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E911 Database.
- (F)3.2.18 911 Information
 - (F)3.2.18.1 The Parties shall not use information provided under this section for any other purpose than 911.
 - (F)3.2.18.2 USW will provide Sprint the locations of USW E911 tandems with CLLI codes.
 - (F)3.2.18.3 USW rate center information may be found in the LERG. USW wire center information may be found in the General Exchange Tariff. The Parties implementation teams will work cooperatively to address questions and concerns regarding this information.
 - (F)3.2.18.4 USW account team will work cooperatively to review, where available, USW NXX overlay maps and detailed USW NXX boundaries, as well as, where available, USW network map to confirm diverse routing for purposes of 911 service provisioning. The Parties will work together with the PSAPs, as necessary, to negotiate changes to diverse routing.
 - (F)3.2.18.5 USW shall provide a point-of-contact for each database administrator, where USW is the primary 911 provider. USW shall identify which USW ALI/DMS databases cover which states, counties, or parts thereof, and identify a point of contact for each database administrator.
 - (F)3.2.18.6 USW will provide, at Sprint's request, interconnection to 911 selective routing switch (tandem) to route calls from the Sprint network to the correct Public Safety Answering Point ("PSAP").

- (F)3.2.18.7 USW must provide sufficient planning information regarding any anticipated network impacts to the E911 network which affects Sprint.
- (F)3.2.18.8 Once a PSAP has identified their default PSAP to USW, USW will provide translations for routing 911 calls to that default PSAP, as necessary. USW will work cooperatively with Sprint to provide current information that USW has available regarding default PSAPs. Sprint will commit to verify PSAP defaults, as necessary.

(F)4. Directory Assistance

USW shall provide non-discriminatory access to Directory Assistance on an unbundled basis to Sprint for the provision of telecommunications services unless USW provides Sprint with Customized Routing or a compatible signaling protocol. In the event USW is unable to provide Customized Routing or compatible signaling protocol to Sprint, USW will provide Directory Assistance on the following terms: [SPRINT PROPOSED LANGUAGE.]

(F)4.1 Description

- (F)4.1.1 Directory Assistance (DA) service is a telephone number, voice information service that USW provides to other Telecommunications Carriers and its own end users.
 - (F)4.1.1.1 Local Directory Assistance service permits Sprint's end users to receive published and non-listed telephone numbers within their NPA or LATA, whichever is greater. The telephone numbers provided are only those contained in USW's current DA database.
 - (F)4.1.1.2 If Sprint selects the National Directory Assistance service option, the geographic area shall be expanded to include the entire United States. The telephone numbers provided are those contained in USW's DA database as well as that of its selected national listings vendor.
- (F)4.1.2 In all cases of directory assistance service provided by USW to Sprint pursuant to this Agreement, and Local Services that Sprint offers for resale shall, at Sprint's sole discretion, be branded exclusively as Sprint services, or otherwise, as Sprint shall determine, as long as it is in compliance with the Intellectual Property section, at Sprint's expense. In accordance with FCC rules, if USWC is unable to offer branding of Sprint services, it shall unbrand all such services for itself and all other parties.

- (F)4.1.3 If Sprint elects to receive the custom Call Branding option, USW will provide custom Call Branding to Sprint, where technically feasible. Custom Call Branding provides the announcement of Sprint's name to Sprint's end user during the introduction of the call and at the completion of the call. Custom Call Branding is an optional service available to Sprint.
- (F)4.1.4 If Sprint elects to receive the IntraLATA Call Completion service option, USW will provide Call Completion service, where available, using the USW IntraLATA Toll network which allows Sprint's end user the option of completing the call to the requested number without having to originate another call. Call Completion is an optional service available to Sprint.
- (F)4.1.5 Directory Service shall provide up to two listing requests per call and, where available, at present or in the future, and if requested, shall complete the call to one of the provided listings.
- (F)4.1.6 USW will design its network and processes to provide equivalent speed-to-answer times as it provides its customers.

(F)4.2 Terms and Conditions

USW will provide access to Directory Assistance service via dedicated multi-frequency (MF) operator service trunks purchased from USW or provided by Sprint. These operator service trunks will be connected directly to USW's Directory Assistance host switch or directly to a remote Directory Assistance switch via the trunk side. Sprint will be required to order or provide an Operator Service trunk for each NPA served.

- (F)4.2.1 Upon Sprint acceptance of USW price quotation and where technically feasible (at present or in the future), USW shall route Sprint customer DA calls to Sprint DA centers. Sprint will pay the reasonable and appropriate costs to obtain this service.

(F)4.3 Rate Elements

The following rates are contained in Part H of this Agreement.

- (F)4.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by Sprint. The per call rate includes recurring branding and call completion charges and may be changed from time to time by USW and such changes may vary from state to state, but only upon thirty (30) calendar days prior written notice.
- (F)4.3.2 A non-recurring setup and recording fee will be applicable for establishing the Custom Call Branding option. Such non-

recurring charge must be paid prior to commencement of the service.

- (F)4.3.3 Additional charges for USW IntraLATA Toll Service may also apply for completed IntraLATA Toll calls.

(F)4.4 Ordering Process

Sprint will complete the “USW Operator Services/Directory Assistance Questionnaire for Local Service Providers” to request Directory Assistance service.

(F)4.5 Billing

- (F)4.5.1 USW will track and bill Sprint on a monthly basis for the number of calls placed to USW’s Directory Assistance service by Sprint’s end users.

- (F)4.5.2 For purposes of determining when Sprint is obligated to pay the per call rate, the call shall be deemed made and Sprint shall be obligated to pay when the call is received by the Operator Services switch. Further, an end user may request and receive no more than two telephone numbers per Directory Assistance call. USW will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

(F)5. Directory Listings

(F)5.1 White Pages Directory Listings

(F)5.1.1 Description

White Pages Listings Service (Listings) consists of USW placing the names, addresses and telephone numbers of Sprint’s end users in USW’s listing database, based on end user information provided to USW by Sprint. USW is authorized to use Listings in Directory Assistance (DA) and as noted below.

(F)5.1.2 Terms and Conditions

- (F)5.1.2.1 Sprint will provide in OBF standard, mechanized format, and USW will accept at no charge, one primary listing for each main telephone number belonging to Sprint’s end users. Primary listings for Sprint will include the end user Listings for any resold services or wireless services and are further defined in USW’s general exchange Tariffs. Sprint will be charged for premium and privacy listings, (e.g., additional, foreign, cross

reference, informational, etc.), at USW's general exchange listing Tariff rates, less the wholesale discount. If Sprint utilizes Remote Call Forwarding for local number portability, Sprint can list only one number without charge - either the end user's original telephone number or Sprint-assigned number. The standard discounted rate for an additional listing applies to the other number.

- (F)5.1.2.2 USW will furnish Sprint the Listings format specifications. All manual requests are considered a project and require coordination between Sprint and USW to determine time frames.
- (F)5.1.2.3 To the extent that state Tariffs limit USW's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability Section of this Agreement with respect to Listings only.
- (F)5.1.2.4 USW is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with Sprint orders. USW will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that Sprint has supplied USW the necessary privacy indicators on such Listings.
- (F)5.1.2.5 USW will include Sprint Listings in USW's Directory Assistance service to ensure that callers to USW's Directory Assistance service have non-discriminatory access to Sprint's Listings.
- (F)5.1.2.6 USW will ensure Sprint Listings provided to USW are included in the white pages directory published on USW's behalf, in accordance with Sprint's selection above.
- (F)5.1.2.7 Sprint agrees to provide to USW its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USW.
- (F)5.1.2.8 Sprint will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USW the means of identifying Listings ownership.

- (F)5.1.2.9 Sprint represents and warrants the end user information provided to USW is accurate and correct. Sprint further represents and warrants that it has reviewed all Listings provided to USW, including end user requested restrictions on use such as non-published and non-listed. Sprint shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USW with the applicable Listing information.
- (F)5.1.2.10 Sprint is responsible for all dealings with, and on behalf of, Sprint's end users, including:
 - (F)5.1.2.10.1 All end user account activity, (e.g. end user queries and complaints).
 - (F)5.1.2.10.2 All account maintenance activity, (e.g., additions, changes, issuance of orders for Listings to USW).
 - (F)5.1.2.10.3 Determining privacy requirements and accurately coding the privacy indicators for Sprint's end user information. If end user information provided by Sprint to USW does not contain a privacy indicator, no privacy restrictions will apply.
 - (F)5.1.2.10.4 Any additional services requested by Sprint's end users.

(F)5.2 Directory Assistance List

(F)5.2.1 Description

- (F)5.2.1.1 Directory Assistance List (DA List) Information consists of all USW and, where available, the end user name, address and telephone number information of other LECs, along with other related elements required in the provision of Directory Assistance service to Sprint's end users. In the case of end users who have non-published listings, USW shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to Sprint; however, the non-published telephone number shall not be provided.

- (F)5.2.1.2 Sprint grants USW a non-exclusive license to incorporate Listings information into its Directory Assistance (DA) database for the sole use of Directory Assistance listings. With this license USW will incorporate Listings in the DA database.
- (F)5.2.1.3. No prior authorization is needed for USW to release Listings to directory assistance providers for the sole use of providing Directory Assistance. USW will incorporate Listings information in all existing and future Directory Assistance applications developed by USW. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. USW will not charge for updating and maintaining the Listings database. Sprint will not receive compensation from USW for any sale of Listings by USW.
- (F)5.2.1.4 From the time that USW receives the Sprint customer data, the processing interval for updating the database with Sprint will be accomplished in the same manner and timeliness as USW updates the database for itself.
- (F)5.2.1.5 Some LECs and CLECs allow USW to supply their DA List Information to Sprint without obtaining prior approval. Other LECs/CLECs require Sprint to negotiate separate agreements for the use of their DA List Information. USW will provide Sprint with a list of LEC/CLECs that may require separate negotiation(s). In the latter event, Sprint may elect to obtain such authorization and provide USW a signed letter of authorization before USW can release the LEC/CLEC's DA List Information. Sprint will give USW fourteen (14) days notice prior to the termination of any separate agreement for the use of DA List Information. Upon the effective date of such termination, USW will no longer supply Sprint with the LEC/CLEC's DA List Information. Sprint's use of other LEC/CLEC's end user listings shall be in accordance with the terms and conditions of the separate agreement between Sprint and that LEC/CLEC. Sprint has the right to assume, and USW is responsible, to have all appropriate authorizations for Directory Listing information provided to Sprint.
- (F)5.2.1.6 USW will provide DA List Information via initial loads and daily updates either by means of a

magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. USW will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

- (F)5.2.1.7 DA List Information shall specify whether the subscriber is a residential, business, or government subscriber.
- (F)5.2.1.8 In the event Sprint requires a reload of DA List Information from USW's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Part H of this Agreement.
- (F)5.2.1.9 USW and Sprint will cooperate in the designation of a location to which the data will be provided.

(F)5.2.2 Terms and Conditions

- (F)5.2.2.1 USW grants to Sprint a non-exclusive, non-transferable, revocable license to use the DA List Information solely for the purpose of providing DA service subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "DA service" shall mean the provision via either a live operator, mechanized voice, or electronic delivery of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number.
- (F)5.2.2.2 The Parties shall not use the DA List Information obtained under this Agreement for any other purpose whatsoever. By way of example and not limitation, DA List Information shall not be used by the other Party for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, publishing any form of directory in any media whatsoever, or providing any Internet or on-line DA service.
- (F)5.2.2.3 USW shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. Sprint acknowledges and understands that while it may disclose the names,

addresses, and telephone numbers (or an indication of non-published status) of USW's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to USW's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

- (F)5.2.2.4 Sprint shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of USW's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to USW's DA List Information when contained in any database.
- (F)5.2.2.5 Any disclosure of the fact that an end user subscribes to USW's telecommunications services or unauthorized use of USW's DA List Information shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.
- (F)5.2.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, Sprint shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to USW from an officer that all of the foregoing actions have been completed.
- (F)5.2.2.7 Sprint is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. Sprint must remove from its database any telephone number for an end user whose listing has become non-published when so notified by USW.

- (F)5.2.2.8 Audits -- In accordance with Part G of this Agreement, USW may request a comprehensive audit of Sprint's use of the DA List Information.

In addition to the terms specified in (G)10, the following also apply:

(F)5.2.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. USW shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth above.

(F)5.2.2.8.2 USW and Sprint shall cooperate to correct errors when they are identified in the DA database.

(F)5.2.3 Rate Elements

- (F)5.2.3.1 Initial Database Load -- A "snapshot" of data in the USW DA List Information database or portion of the database at the time the order is received.
- (F)5.2.3.2 Reload -- A "snapshot" of the data in the USW DA List Information database or portion of the database required in order to refresh the data in Sprint's database.
- (F)5.2.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database.
- (F)5.2.3.4 One-Time Set-Up Fees -- Charges for special database loads.

(F)5.2.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information including any shipping costs.

(F)5.2.4 Ordering

(F)5.2.4.1 Sprint may order the initial DA List Information load or update files for USW's local exchange service areas in its 14 state operating territory or, where technically feasible, Sprint may order by USW White Page Directory Code or NPA.

(F)5.2.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

(F)5.2.4.3 Sprint shall use the Directory Assistance List Order Form found in the Interconnect & Resale Resource Guide.

(F)5.2.5 Billing

Recurring and nonrecurring rates for DA List Information are specified in Part H of this Agreement.

(F)6. Toll and Assistance Operator Services

USW shall provide non-discriminatory access to Operator Services on an unbundled basis to Sprint for the provision of telecommunications services unless USW provides Sprint with Customized Routing or a compatible signaling protocol. In the event USW is unable to provide Customized Routing or compatible signaling protocol to Sprint, USW will provide Operator Services on the following terms: [SPRINT PROPOSED LANGUAGE.]

(F)6.1 Description

Listed below are the functions of Operator Services available to Sprint:

(F)6.1.1 Local Assistance – Provide assistance to Sprint's end users requesting help or information on placing or completing local calls, connecting to home NPA directory assistance, and provide other information and guidance, including referral to the business office and repair, as may be consistent with USW's customary practice for providing end user assistance.

(F)6.1.2 IntraLATA Toll Assistance – Provide assistance to Sprint's end users requesting help or information on placing or completing IntraLATA Toll calls. Nothing in this Section is intended to obligate USW to provide any toll services to Sprint or Sprint's

end users. USW will direct Sprint's end user to contact their provider to complete IntraLATA Toll calls. Subject to availability and capacity, access may be provided via operator services trunks purchased from USW or provided by Sprint via Collocation arrangements to route calls to Sprint's platform.

- (F)6.1.4 Busy Line Verification ("BLV") is performed when Sprint's end user requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user call, and a charge shall apply.
- (F)6.1.5 Busy Line Interrupt ("BLI") is performed when Sprint's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect Sprint's end user and the calling party. The operator will make only one BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.
- (F)6.1.6 Quote Service – Provide time and charges to hotel/motel and other end users of Sprint for guest/account identification.
- (F)6.1.7 Coin Refund Requests – Provide information regarding Sprint's end users requesting coin refunds.
- (F)6.1.8 In all cases of operator service provided by USW to Sprint pursuant to this Agreement, and Local Services that Sprint offers for resale shall, at Sprint's sole discretion, be branded exclusively as Sprint services, or otherwise, as Sprint shall determine, as long as it is in compliance with the Intellectual Property section, at Sprint's expense. In accordance with FCC rules, if USWC is unable to offer branding of Sprint services, it shall unbrand all such services for itself and all other parties.

(F)6.2 Terms and Conditions

- (F)6.2.1 Interconnection to USW Operator Services from an end office to USW is technically feasible at two distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the USW Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote USW Operator Services switch.
- (F)6.2.2 Trunk provisioning and facility ownership will follow USW guidelines.

- (F)6.2.3 Operator Services Interconnection will require an operator services type trunk between the Sprint switch and the Interconnection point at the USW operator tandem.
- (F)6.2.4 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services Systems Generic Requirement (OSSGR), Bellcore/Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- (F)6.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks, where technically capable to each operator.
- (F)6.2.6 Each Party shall route BLV/BLI traffic inquiries over separate direct trunks (not the local/IntraLATA trunks) established between the Parties' respective operator bureaus.
- (F)6.2.7 USW will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users.
- (F)6.2.8 It is understood that USW shall not be obligated to provide specific operator services where there are facility or technical limitations. USW, in its reasonable discretion, may modify and change the nature, extent and detail of specific operator services from time to time, but USW shall make available to Sprint all Operator Services that USW provides to its own customers.
- (F)6.2.9 USW shall maintain adequate equipment and personnel to reasonably perform the Operator Services. Sprint shall provide and maintain the facilities necessary to connect its end users to the locations where USW provides the Operator Services and to provide all information and data needed or reasonably requested by USW in order to perform the Operator Services.

(F)6.3 Rate Elements

USW offers to Sprint the following two service/pricing options:

- (F)6.3.1 Option A - Price Per Message
 - (F)6.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0- where the operator entered the calling card number.

- (F)6.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.
 - (F)6.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.
 - (F)6.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.
 - (F)6.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.
 - (F)6.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.
 - (F)6.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.
 - (F)6.3.1.8 Operator Assistance – For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.
 - (F)6.3.1.9 “Completed call” as used in this Section, shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user. A completed call shall be computed and recorded in accordance with the methods and practices of USW and the operating capacity and ability of USW’s measuring equipment.
- (F)6.3.2 Option B - Price Per Work Second and Computer Handled Calls
- (F)6.3.2.1 Operator Handled - Per operator work second for all operator assisted services and functions of

services. Sprint is charged per work second for all calls originating from its end users and facilities that go to USW's operator for handling. Work second charging begins when the USW operator position connects with Sprint's end user and terminates when the connection between the USW operator position and Sprint's end user is terminated.

- (F)6.3.2.2 Machine Handled - Per call for all services which are handled solely by computers and USW equipment. Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

(F)6.4 Ordering Process

Sprint will complete the "USW Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Operator Services. Sprint represents that the information provided is true and correct to the best of its knowledge and belief.

(F)6.5 Billing

- (F)6.5.1 USW will track usage and bill Sprint for the calls placed by Sprint's end users and facilities.
- (F)6.5.2 USW will compute Sprint's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Machine Handled Calls). USW will charge Sprint whichever result is less.
- (F)6.5.3 If, due to equipment malfunction or other error, USW does not have available the necessary information to compile an accurate billing statement, USW may render a reasonably estimated bill, but shall notify Sprint of the methods of such estimate and cooperate in good faith with Sprint to establish a fair, equitable estimate. USW shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

(F)7. Advanced Intelligent Network (AIN)

(F)7.1 Description

- (F)7.1.1 AIN services are offered and available as an enhancement to Sprint's SS7 capable network structure and operation of AIN Version 0.1 capable switches.
- (F)7.1.2 Access to AIN Service Creation Environment - (AASCE) allows Sprint to utilize USW's AIN service application development process to develop new AIN services or features. The resulting Intellectual Property will be owned by Sprint and will be controlled by Sprint. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet Sprint's request. Services developed through the AASCE process can either be implemented in USW's network or handed off to Sprint to be installed in its own network.
- (F)7.1.3 Access to AIN OSS/SMS (AAOS) - This service allows Sprint to provide specific USW AIN services/features to its end users as well as any AIN service that is deployed for Sprint utilizing the AASCE process in USW's SCP. USW is responsible for the provisioning of these AIN services. Sprint will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual. At such time remote terminal access is available for USW, it shall also be available for Sprint.
- (F)7.1.4 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. Sprint launches a query from an AIN capable switch over the SS7 network to the USW Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From the Sprint Service Switching Point (SSP) through a USW Local STP and then to the USW Regional STP (RSTP).

Through a Sprint RSTP to a USW RSTP arrangement.

From the RSTP, the query is directed to USW's SCP to collect data for the response to the originating switch.

(F)7.2 Terms and Conditions

- (F)7.2.1 Access to AIN Service Creation Environment (AASCE) - Since each proposed service is unique and complex, when

AASCE is ordered, USW conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation are negotiated under a separate contract. The service is developed and tested in a USW lab environment. If the service is implemented in USW's network, it goes through network test prior to implementation.

(F)7.2.2 Access to AIN OSS/SMS (AAOS)

(F)7.2.2.1 Prior to activation of the AIN feature, Sprint's switch point code must be activated for AIN processing on the CCSAC/SS7 link that is sending the AIN query.

(F)7.2.2.2 USW will provide requirements for data load preparation and delivery by Sprint.

(F)7.2.2.3 In order to make AAOS service work, service logic must be loaded to provision an AIN service on the platform for Sprint. USW is responsible for provisioning the Call Processing Record (CPR) in the SCP.

(F)7.2.2.4 Each end user line must be provisioned by the facility owner. Sprint is responsible for setting the AIN trigger in its switch.

(F)7.2.2.5 AIN Query Processing USW will certify and test the Sprint switch for AIN message transmission to assure quality performance as described in Part E. USW and Sprint will test cooperatively.

(F)7.2.2.6 Access to the USW AIN databases will be available for access through a USW STP by Sprint through either purchase of the USW local switching element or through the SS7 connection with Sprint's switch.

(F)7.3 Rate Elements

(F)7.3.1 Access to AIN Service Creation Environment (AASCE) - Hourly rates are applicable for each component of the AASCE service according to the estimates determined in the feasibility analysis. A separate contract will identify the specific charges for each component and specify the terms and conditions for payment.

- (F)7.3.2 Access to AIN OSS/SMS (AAOS)- AAOS is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.
- (F)7.3.3 AIN Query Processing - The AIN service is billed a monthly recurring and/or a per query charge.

(F)7.4 Ordering

- (F)7.4.1 AASCE is ordered on an individual case basis and is coordinated through the USW Account Manager and Product Manager. One-time and miscellaneous charges are detailed in the contract described above.

Sprint and USW will negotiate all deliverables and associated dates so that a mutually agreeable schedule is established. Due date intervals are negotiated on an individual case basis.

- (F)7.4.2 AAOS is ordered using the LSR form.
 - (F)7.4.2.1 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by USW end users.
 - (F)7.4.2.2 The due date intervals will be consistent with the due dates used for equivalent services ordered by USW end users. Upon receipt of a complete and accurate LSR, USW will load the Sprint records into the AIN database to meet the negotiated due date for the service, with a maximum completion interval of ten (10) business days. USW will also establish translations at the STP to allow query access from the Sprint switch within ten (10) business days.
 - (F)7.4.2.3 Completion notification will be either by e-mail or by fax.
 - (F)7.4.2.4 USW will provide jeopardy notification under terms and conditions consistent with USW end users.
 - (F)7.4.2.5 USW will provide Firm Order Confirmation (FOC) under terms and conditions consistent with USW end users.
 - (F)7.4.2.6 The service order interval begins when a complete and accurate LSR is received in the Interconnect Service Center by 3:00 p.m., Mountain Time.

- (F)7.4.3 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the AAOS ordering process.

(F)8. Interconnection to Line Information Database (LIDB)

(F)8.1 Description

- (F)8.1.1 Description - Line Information Database (LIDB) Storage.

Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.

Bellcore/Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Bellcore/Telcordia's TR-NWP-000029, Section 10).

- (F)8.1.2 Description - Line Validation Administration System (LVAS) Access

LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in USW's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

Development is currently in progress which will allow Sprint access to an electronic interface which will enable Sprint to add, update, and delete Sprint end user line records. Until an electronic interface is available, Sprint will submit LIDB updates via a manual fax or e-mail process.

LVAS access is available only to facility based CLECs.

- (F)8.1.3 Description - LIDB Query Service

LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

On behalf of Sprint USW will process LIDB queries from query originators (Telecommunications Carriers) requesting Sprint telephone line number data. USW allows LIDB query access through USW regional STPs. The terms and conditions which apply to LIDB Query Service are in accordance with FCC Tariff #5, Section 20.

(F)8.1.4 Description - Fraud Alert Notification

The WatchDog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. WatchDog issues an alert to the USW Fraud Investigation Unit (FIU). USW will notify Sprint of system alerts on Sprint end user lines.

(F)8.2 Terms and Conditions

(F)8.2.1 Terms and Conditions - Line Information Database (LIDB) Storage

Sprint will provide initial data, add, update or delete data, and license said data to USW for placement in USW's LIDB. Sprint will provide and maintain necessary information solely for the purpose of enabling USW to provide LIDB services. Sprint will ensure, to the extent possible, the accuracy of the data provided to USW for storage in USW's LIDB, and supply updated and changed data in a timely manner.

(F)8.2.2 Normal requests for LIDB updates will be processed in the same manner and timelines that USW provides to itself, its affiliates, as required by law, or other similarly situated telecommunications carriers. Sprint may request of USW priority updates to Sprint LIDB data upon demonstration of critical need (e.g., to support fraud protection, deny/restore, etc.).

(F)8.2.3 Terms and Conditions - LVAS Access

Sprint will provide USW with the following information:

(F)8.2.3.1 The LIDB service requested (i.e. calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

(F)8.2.3.2 Sprint's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);

- (F)8.2.3.3 The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;
 - (F)8.2.3.4 The identity of Sprint's SS7 provider for Number Portability, ABS, OLNS and calling name;
 - (F)8.2.3.5 The identity of Sprint's operator services provider for ABS queries;
 - (F)8.2.3.6 The contact names and fax numbers of all Sprint personnel to be contacted for fraud notification, and LIDB data administration.
 - (F)8.2.3.7 The establishment of Sprint line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from Sprint to USW up to two times per day, at 12:00 p.m. and 5:00 p.m. Mountain Time.
 - (F)8.2.3.8 After USW receives the file, USW will attempt to load the file into LVAS. If USW successfully loads the file into LVAS, the originator of Sprint's files will be notified by USW.
 - (F)8.2.3.9 In the event that USW is not successful in loading the file because errors were detected, USW will e-mail the file back to Sprint with an error notice.
 - (F)8.2.3.10 Sprint will e-mail to USW all updates, adds, changes, and deletions, subsequent to the initial file for establishment.
 - (F)8.2.3.11 USW will provide to Sprint the necessary methods and procedures when the LVAS electronic interface becomes available.
- (F)8.2.4 Terms and Conditions - LIDB Query Service
- (F)8.2.4.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7). USW will not limit LIDB query and responses based on the switching technology used, so long as the LIDB query follows TCAP guidelines.

- (F)8.2.4.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.
- (F)8.2.4.3 The SCP node provides all protocol and interface support. Sprint SS7 connections will be required to meet Bellcore/Telcordia's GR905, TR954 and USW's Technical Publication 77342 specifications.
- (F)8.2.4.4 USW will include Sprint-provided data in USW's LIDB, and allow access to the data subject to USW negotiated agreements with Telecommunications Carriers, allowing Sprint's end users the same benefits of said agreements as enjoyed by USW end users. USW will update Sprint data, as requested by Sprint. USW will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

(F)8.2.5 Terms and Conditions - Fraud Alert Notification

USW will notify Sprint of system alerts on Sprint end user lines. At the direction of Sprint, USW will institute a block to prevent any further occurrence of fraud or uncollectable toll charges in accordance with practices used by USW for its own end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectable toll charges.

(F)8.3 Rate Elements

(F)8.3.1 Rate Elements - Line Information Database (LIDB) Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee will be charged for the initial load of Sprint's data into LIDB.

(F)8.3.2 Rate Elements - Line Validation Administration System (LVAS) Access

- (F)8.3.2.1 LIDB Line Record Initial Load Charge - USW's vendor charges USW to format end user line record information data so that it may be loaded into LVAS. USW will pass this nonrecurring charge along to Sprint.

- (F)8.3.2.2 Mechanized Service Account Update - LVAS Access is the product which allows Sprint to add, update and delete telephone line numbers from the USW LIDB for Sprint's end users. LVAS processing will be billed per each addition or update processed. No charge to delete.
- (F)8.3.2.3 Individual Line Record Audit - Sprint may verify the data for a given ten-digit line number using an inquiry on its end user data.
- (F)8.3.2.4 Account Group Audit - Sprint may audit an individual Account Group NPA-NXX using a fax.
- (F)8.3.2.5 Expedited Request Charge for Manual Updates - An update request that is outside of the normal batch process and requires immediate action to the database (i.e., deny PIN number).

(F)8.3.3 Rate Elements - LIDB Query Service

A query validation rate and a query transportation rate will apply to all LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch.

(F)8.3.4 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a per alert basis.

(F)8.4 Ordering Process

(F)8.4.1 Ordering - Line Information Database (LIDB) Storage

(F)8.4.1.1 USW will be responsible for loading and updating Sprint's line records into the LIDB database from the data provided by Sprint. The establishment of Sprint line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from Sprint to USW. Updates, additions, changes and deletions subsequent to the initial file for establishment can either be e-mailed or faxed to USW. Sprint is responsible for the accuracy of the data which is sent to USW.

(F)8.4.1.2 Inquiries from Sprint must be faxed to USW using the approved forms appropriate for the type of inquiry requested.

(F)8.4.2 Ordering-LVAS Access

LVAS report queries from Sprint must be faxed to USW MIDAS center using the approved forms appropriate for the type of inquiry requested.

(F)8.4.3 Ordering- LIDB Inquiry Service

(F)8.4.3.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN), therefore, Sprint must have Common Channel Signaling Access Capability (CCSAC).

(F)8.4.3.2 Provisioning of LIDB is done via the LIDB Access Request Form. In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of end users must furnish USW a Letter of Agency to prove that they have customer authorization to provide these services. This letter must be on file prior to provisioning.

(F)8.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, Sprint will provide USW a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. USW will not take any action when fraud notification is received other than to notify Sprint. Sprint may request that USW deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

(F)8.5 Billing

(F)8.5.1 Line Validation Administration System (LVAS) Access

When electronic access becomes available, a per query rate will apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

(F)8.5.2 LIDB Query Service

LIDB Query Service will be billed as outlined in FCC Tariff No. 5, Section 20.

(F)8.5.3 Fraud Alert Notification

A per occurrence rate will apply for each Fraud notification alert.

(F)9. Access to Poles, Ducts, Conduits, and Rights of Way

(F)9.1 Description

- (F)9.1.1 Pole Attachments - USW will lease available pole attachment space to Sprint for the placing of Sprint's facilities for the purpose of transmitting Telecommunications Services, on the same basis that USW provides itself or its affiliates. Cable and traditional associated facilities (i.e., cable splice cases and cable terminals) are a permitted use. Antennas and associated wireless technology, and other non-traditional cable technologies, are permitted to the extent allowed by the National Electrical Safety Code, other applicable industry standards, general safety standards, and local ordinances. If USW rejects an application for an antenna or other wireless devices or other technologies, USW will identify the reason for rejecting said application.
- (F)9.1.2 Ducts and Conduits - USW will lease available underground ducts/conduits, for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and innerduct will be leased for the purpose of placing fiber cables.
- (F)9.1.3 Rights of Way (ROW) -- USW shall offer the use of such ROW it has obtained from a third party to Sprint, to the extent that USW's agreement with the third party explicitly permits USW to grant such rights to Sprint. USW will review each ROW requested by Sprint to determine rights to convey an interest in the ROW.
- (F)9.1.4 When Sprint makes inquiry for using USW conduits, USW will provide Sprint with a drawing identifying manholes and distances beginning and ending as close to the beginning and ending points as requested by Sprint, based on USW's available records.

(F)9.2 Terms and Conditions

- (F)9.2.1 Subject to the provisions of this Agreement, USW agrees to issue to Sprint authorization for Sprint to attach, maintain, rearrange, transfer and remove at its sole expense its facilities on Poles, conduit or innerduct owned in whole or in part by USW. Any and all rights granted to Sprint shall be subject to and subordinate to any future local, state and/or federal requirements.
- (F)9.2.2 Sprint shall provide a map of the requested poles, conduit or innerduct route, including estimated distances between major points, the identification and location of the poles, conduit or innerduct and a description of Sprint's facilities.

- (F)9.2.3 Except as expressly provided herein, nothing herein shall be construed to compel USW to construct, install, modify or place any Poles or underground conduit structure or other facility for use by Sprint. If the Parties agree to construct or modify poles or underground conduit structure for their mutual benefit, the Parties will each pay a proportionate share of the costs.
- (F)9.2.4 If USW terminates a facility arrangement for cause, or if Sprint terminates a facility arrangement without cause, Sprint shall pay termination charges equal to the amount of fees and charges remaining on the terminated agreement(s) and shall remove its facilities from the Poles, Innerduct, ROW, or other USW structure within sixty (60) calendar days, or cause USW to remove its facilities from the Poles, Innerduct, ROW, or other USW structure at Sprint's expense; provided, however, that Sprint shall be liable for and pay all fees and charges provided for in this Agreement to USW until Sprint's facilities are physically removed. "Cause" as used herein shall include but not be limited to Sprint's use of its facilities in violation of any law or in aid of any unlawful act or making an unauthorized modification to USW's Poles/Innerduct.
- (F)9.2.5 USW may abandon or sell any Poles/Innerduct at any time by giving written notice to Sprint. Upon determination by USW that it no longer needs Pole/Innerduct, or upon a sale of Poles/Innerduct to another party, and with the concurrence of the other joint user(s), if necessary, Sprint shall, within sixty (60) calendar days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from USW, or remove its facilities therefrom. Sprint will be given the option to buy Poles/Innerduct that USW no longer intends to keep. Failure to remove its facilities within sixty (60) calendar days, or, in the alternative, to make other written arrangements with USW, and where applicable, the property owner, shall be deemed an election to purchase the Poles/Innerduct at the current market value. If there is a dispute over the fair market value, the dispute resolution process will apply.
- (F)9.2.6 USW retains the right to determine the availability of space on Poles, Conduits, Innerduct and ROW. In the event USW determines that rearrangement of the existing facilities on Poles, Conduits, Innerduct and ROW is required before Sprint's facilities can be accommodated, the cost of such modification will be included in Sprint's nonrecurring charges for the associated agreement ("Make-ready fee"). Cost recovery shall follow the state prescribed methodology.
- (F)9.2.7 USW shall make manhole ingress and egress for Innerduct access available to Sprint. USW will perform a feasibility study to determine whether to provide a stub out via the pre-

constructed knock out within the manhole, or to perform a core drill of the manhole. The USW standard duct is four inches in diameter, and a four inch diameter core shall be used for entry in USW manholes.

- (F)9.2.8 Where such authority does not already exist, Sprint shall be responsible for obtaining the necessary legal authority to occupy Poles, Conduit and Innerduct on governmental, federal, Native American, and private rights of way. Sprint shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at Sprint's sole expense, in order to perform its obligations under this Agreement. Sprint shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. Sprint shall comply with all conditions of rights-of-way and permits. Once such permission is obtained all such work will be performed by USW.
- (F)9.2.9 A POI manhole, placed near the Central Office manhole, will be used for Sprint to gain access to the USW Central Office. An entrance cable may be pulled through the Central Office manhole into the USW cable vault. Splicing will not be permitted in the Central Office manhole, but will be permitted in the POI manhole.
- (F)9.2.10 Sprint's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore/Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain facilities in accordance with the above requirements shall be cause for termination of the agreement. USW's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate USW premises. Sprint's standard maintenance practices for facilities shall be made available to USW upon request. Sprint shall in a timely manner comply with all requests from USW to bring its facilities into compliance with these terms and conditions.
- (F)9.2.11 If Sprint requests USW to replace or modify existing Poles, Conduit or Innerduct to increase its strength or capacity for the sole benefit of Sprint, Sprint shall pay USW the total replacement cost, USW's cost to transfer its attachments to new Poles, Conduit or Innerduct, as necessary, and the cost for removal (including destruction fees) of the replaced Poles,

Conduit or Innerduct, if necessary. Ownership of new Poles, Conduit or Innerduct shall vest in USW. Upon request, USW may permit Sprint to install poles, conduit or innerduct. USW reserves the right to reject any non-conforming replacement pole, conduit or innerduct installed by Sprint. To the extent that a modification is incurred for the benefit of multiple parties, Sprint shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring poles, conduit or innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and Sprint shall be responsible for its proportionate share of the modification cost.

- (F)9.2.12 Notification of modifications initiated solely by or on behalf of USW shall be provided to Sprint at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. USW shall bear the costs of such modification if Sprint provides USW with authorization to rearrange Sprint's facilities or cooperates in coordinating with USW the rearrangement of Sprint's facilities. The Parties will mutually agree to a date and time for the rearrangement, which may be longer than sixty (60) days for Sprint to complete its work. The Parties agree they will not withhold reasonable accommodations from each other. If Sprint fails to respond to USW's request for rearrangement of Sprint's facilities within sixty (60) days after receipt of written notice from USW requesting rearrangement, Sprint shall assume all liability for rearrangement of their facilities and USW shall not be responsible for reimbursing Sprint for the cost of the rearrangement. Nothing in this provision prohibits USW from making necessary rearrangements to comply with government obligations. Sprint will be obligated to reimburse USW for any additional cost USW incurs due to Sprint's failure to respond to USW's request for rearrangements.
- (F)9.2.13 USW shall notify the Sprint control center to advise of routine maintenance, and construction affecting poles, conduit or innerduct that may impact Sprint facilities. In emergency situations, USW shall notify the Sprint control center at the earliest practicable time of performing such work.
- (F)9.2.14 Sprint shall provide written notice to USW, in advance, of the date when Sprint will complete construction of its facilities. USW shall advise Sprint in writing of the date when USW will conduct its final construction inspection. If, during its final inspection, USW identifies non-complying conditions, USW will notify Sprint in writing.

- (F)9.2.15 Upon final construction and notification of non-complying conditions by USW, if any, Sprint will take action to correct such non-complying conditions within the period of time agreed to by USW and Sprint. Sprint agrees to use its best efforts to expeditiously complete the necessary corrections. If corrections are not completed within the specified period, occupancy authorizations for the poles, conduit or innerduct system where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether Sprint has energized the facilities occupying said poles, conduit or innerduct system and Sprint shall remove its facilities from said Poles, Conduit or Innerduct in accordance with the provisions of this Section. No further occupancy authorization shall be issued to Sprint until such non-complying conditions are corrected or until Sprint's facilities are removed from the Poles, Conduit or Innerduct system where such non-complying conditions exist. If agreed in writing between both Parties, USW shall perform or have performed such corrections and Sprint shall pay USW the cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by USW.
- (F)9.2.16 Once Sprint's facilities begin occupying the Poles, Conduit or Innerduct system, USW may perform periodic inspections. USW shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that Sprint has in any other way failed to comply with the provisions of this Agreement; in which case Sprint shall reimburse USW the costs of inspections and re-inspections, as required. If USW schedules any subsequent inspections or re-inspections to ensure Sprint's facilities are in compliance, USW will provide Sprint at least forty-eight (48) hours written notice so they may accompany USW on such inspections and re-inspections.
- (F)9.2.17 The costs of final inspections and inspections which are necessary due to the existence of non-complying conditions or unauthorized occupancy shall be assessed to Sprint.
- (F)9.2.18 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon USW nor relieve Sprint of any responsibilities, obligations, or liability assigned under this Agreement.
- (F)9.2.19 Should USW, under the provisions of this Agreement, remove Sprint's facilities from the poles, conduit or innerduct, USW will deliver the facilities removed upon payment by Sprint of the cost of removal, storage and delivery, and all other amounts due USW. If Sprint removes facilities from poles, conduit or innerduct for other than repair or maintenance purposes, no

replacement on the same poles, conduit or innerduct shall be made if there are any undisputed charges due USW for previous occupancy that have not been paid in full. Sprint shall advise USW in writing as to the date on which the removal of facilities from the poles, conduit or innerduct has been completed.

- (F)9.2.20 If any facilities are found attached to poles, conduit or innerduct for which no agreement is in effect, USW, without prejudice to its other rights or remedies under this Agreement, may assess a charge and Sprint agrees to pay a charge of \$200.00 per pole, \$200.00 per use of a conduit (a conduit may be an isolated conduit or conduits between manholes or other structures), and \$200.00 per innerduct run (an innerduct run is the use of innerduct between two manholes), plus payment as specified in this Section. Sprint is required to submit in writing, within ten (10) days after receipt of written notification from USW of the unauthorized occupancy, a poles, conduit or innerduct application. If such application is not received by USW within the specified time period, Sprint will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or USW may remove Sprint's facilities without liability, and the cost of such removal shall be borne by Sprint.
- (F)9.2.21 No act or failure to act by USW with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by USW of any of its rights or privileges under this Agreement or otherwise. Sprint shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.
- (F)9.2.22 Each Party shall provide the other Party access to its poles, ducts, ROW and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each party's applicable tariffs and/or standard agreements.
- (F)9.2.23 Any authorization to use or modify a pole line or conduit system or other pathways to allow access to and egress from the system shall not be unreasonably restricted, withheld, or delayed.
- (F)9.2.24 The Parties will take no action to intervene against, or attempt to delay, the granting of permits to the other for use of public ROW's or access with property owners. The Parties may assist each other with ROW acquisition, and will compensate each other for time and expenses associated with ROW acquisition.

- (F)9.2.25 Application Fees related to engineering surveys for potential ROW use shall be cost-based as defined by the FCC rules.
- (F)9.2.26 USW will allow Sprint's facilities to enter USW's manholes through conduit break-outs as specified by USW. Entrance to conduits or innerduct will only be permitted at manholes. USW will allow Sprint to make inspections of manholes to verify usage and space availability. The splicing of Sprint's facilities will be permitted in the USW manholes when such manholes are designed to accommodate splices.
- (F)9.2.27 USW will provide information on the location of, and the availability of pole attachment or innerduct occupancy, to Sprint when requesting such information, within 10 calendar days after the request. The information USW provides to Sprint will be based on USW's records and not on field verification.
- (F)9.2.28 The Parties shall not attach, or knowingly permit other entities to attach facilities, on each other's existing facilities without the other's prior written consent.
- (F)9.2.29 U S WEST shall make available to Sprint, by lease or license, an entire innerduct for that section of innerduct between manholes, as requested by Sprint.
- (F)9.2.30 The Parties shall provide a single point of contact to the other for negotiating structure leases and ROW agreements.
- (F)9.2.31 On any new build, relocation or modification in which Sprint participates, Sprint shall have the option to be present at the field survey and USW shall provide Sprint at least 24 hours notice prior to the start of such field survey. During the field survey, USW shall allow Sprint personnel to enter manholes and equipment spaces and view pole structures to inspect such structures in order to confirm usability or assess the condition of the structure.
- (F)9.2.32 At Sprint's request and Sprint's acceptance of a USW cost estimate, USW shall relocate and/or make ready existing ROW, conduit or pole attachments where necessary and feasible to provide space for Sprint's requirements. Subject to the requirements above, the Parties shall mutually agree upon the time frame for the completion of such work. If the Parties are unable to agree to a schedule, the Parties shall use the dispute resolution process under this Agreement.
- (F)9.2.33 Sprint may, at its option, make pole attachments using Sprint or Sprint designated USW approved contractors to attach its equipment to USW poles. The approval of any third party contractor shall not be unreasonably withheld.

- (F)9.2.34 Upon receipt of notification from USW of its intent to modify or alter any ROW, conduit or pole line which contains Sprint's facilities, Sprint will notify USW within twenty (20) calendar days that it intends to add to or modify its facilities in association with USW addition or modification. The Parties will coordinate their work efforts and time frames. Sprint shall bear its proportionate share of the costs incurred by USW in making such facilities accessible.
- (F)9.2.35 In the event of a relocation necessitated by a governmental entity exercising the power of eminent domain, when such relocation is not reimbursable, each Party shall bear its proportionate cost of relocating the ROW, conduits or poles. USW is responsible for the costs of moving the structure and its facilities, while Sprint is responsible for the costs to move its facilities located on or in the structure. To the extent that Sprint has a separate permit for a ROW, Sprint will be responsible for obtaining a new permit. If Sprint elects to add new facilities during the relocation effort, Sprint shall pay the costs of any new Sprint facilities and the costs of installation of those facilities in the newly rebuilt USW ROW, conduits or poles.

(F)9.3 Rate Elements

- (F)9.3.1 Inquiry Fee - A non-refundable charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease.
- (F)9.3.2 Field Verification Fee - (Request Phase) A non-refundable charge which recovers the cost for the field survey required for a site investigation and to determine scope of any required make-ready work.
- (F)9.3.3 Make-Ready Work- A non-refundable charge which recovers the cost of necessary work required to make the requested facility available for lease. For innerduct leases this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests this could include, but is not limited to the replacement of poles to meet required clearances over roads or land.
- (F)9.3.4 Pole Attachment Fee - An annual fee which is charged for the occupancy of space on a pole.
- (F)9.3.5 Innerduct Occupancy Fee - An annual fee which is charged for the occupancy of an innerduct on a per foot basis.

(F)9.4 Ordering

The Ordering Process has three distinct steps:

- (F)9.4.1 Inquiry - Upon request for either Pole Attachment or Innerduct Occupancy, USW will provide Sprint with a document of *General Information, Terms and Conditions for Pole Attachment and Innerduct Occupancy Form* along with a description of the application process. Sprint will review the documents and provide USW with a diagram of the Sprint requested route, including the beginning and ending points. Sprint will include the appropriate Inquiry Fee with its inquiry.
- (F)9.4.2 Inquiry Review – Innerduct. USW will complete the database inquiry and prepare a duct structure diagram (referred to as a “Flatline”) which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to Sprint within ten (10) calendar days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of thirty (30) Utility Holes sections or fewer. An Inquiry which exceeds the standard will have negotiated completion dates. The Innerduct Review quotation shall be valid for ninety (90) calendar days.
- (F)9.4.3 Request – Innerduct. Sprint will review the Inquiry results and determine whether to proceed with field verification. If desired, Sprint will sign and return Attachment 1 of the General Information document along with a check for the estimated verification costs. Upon payment of the estimated Field Verification Fee, USW will provide the requested information which may include the following as needed: a review of public and internal ROW records for restrictions and to identify to Sprint what additional ROW permission is required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability of existing Innerduct; identification of Make-ready costs required to provide Innerduct; the schedule in which the Make-ready work will be completed; and the annual recurring prices associated with the attachment of facilities. Such estimates shall be provided and shall be completed within thirty-five(35) calendar days for a standard inquiry of Thirty (30) Utility Hole sections or less, or as negotiated between USW and Sprint and identified in the Cost Quotation.
- (F)9.4.4 Agreement – Poles and Innerduct. Upon completion of the procedures described above, USW shall provide Sprint a statement of Make-ready costs and yearly lease rates. The review, signing and return of Attachment 2 of the General

Information document, along with payment of the Make-ready and prorated lease charges for the current year, shall be accepted as an agreement for the attachment or occupancy. Upon receipt of the accepted agreement from Sprint and applicable payment for the Make-ready fees identified, USW will assign Sprint's requested space and complete the Make-ready work which may be required. USW will notify Sprint when Poles/Innerduct are ready for attachment of facilities. Upon request from Sprint, USW may negotiate to perform the work of attaching Sprint's facilities.

(F)9.4.5 Make-ready Cost for Poles, Conduit or Innerduct - The estimated costs included in the REQUEST Quotation are used to cover the actual costs incurred by USW in determining if space is available to meet Sprint's request. Likewise, estimates of Make-ready in the agreement are used to cover actual costs. When USW becomes aware that the actual costs of the requested work will exceed estimated costs by more than ten percent (10%), USW will notify Sprint. If the Parties disagree on how the cost overrun will be resolved, the Parties will invoke the Dispute Resolution process under this Agreement. If the actual costs are less than the estimate, an appropriate credit will be issued upon request. If USW denies the poles, conduit or innerduct request, USW shall do so in writing, specifying the reasons for denial along with all relevant evidence supporting denial pursuant to 47 USC Section 224(f)(2) and will also refund the difference between the costs incurred and those prepaid by Sprint, if any.

(F)9.5 Billing

Sprint agrees to pay USW poles and innerduct fees as specified in Part H. Fees will be computed in compliance with applicable local, state and federal guidelines. Such fees will be assessed annually as of January 1 of each year. Fees are not refundable except as expressly provided herein.

(F)9.6 Maintenance and Repair

In the event of any service outage affecting both USW and Sprint, repairs shall be effectuated on a nondiscriminatory priority basis as established by local, state or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Innerduct.

(F)10. InterNetwork Calling Name

(F)10.1 Description

InterNetwork Calling Name (ICNAM) is a USW service that allows Sprint to query USW's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to Sprint's end users.

ICNAM database contains current listed name data by working telephone number served or administered by USW, including listed name data provided by other Telecommunications Carriers participating in the Calling Name Delivery Service arrangement.

(F)10.2 Terms and Conditions

(F)10.2.1 In response to queries properly received at USW's ICNAM database, USW will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in USW's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). Sprint is responsible for properly and accurately launching and transmitting the query from its serving office to the USW database.

(F)10.2.2 In response to proper signaling queries, USW will provide Sprint with ICNAM database end user information if the calling party's end user information is stored in the USW ICNAM database. The effect being that the called party end user can identify the calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked.

(F)10.2.3 USW will allow Sprint to query USW's ICNAM database in order to obtain ICNAM information which identifies the calling party end user.

(F)10.2.4 The ICNAM service shall include the database query and transport from USW's regional STP to USW's SCP where the database is located. Transport from Sprint's network to USW's local STP is provided via Links which are described and priced in the CCSAC/SS7 Section of this Agreement.

(F)10.2.5 Sprint warrants that it shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

- Bellcore/Telcordia-SS7 Specification, TR-NPL-000246
- ANSI-SS7 Specifications
- Message Transfer Part T1.111
- Signaling Connection Control Part T1.112
- Transaction Capabilities Application Part T1.114

Bellcore/Telcordia-CLASS Calling Name Delivery
Generic Requirements, TR-NWT-001188
Bellcore/Telcordia-CCS Network Interface Specifications,
TR-TSV-000905

- (F)10.2.6 Sprint acknowledges that transmission in the above protocol is necessary for USW to provision its ICNAM services. Sprint will adhere to other applicable standards, which include Bellcore/Telcordia specifications defining service applications, message types and formats. USW reserves the right to modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced in advance and coordinated with Sprint.
- (F)10.2.7 All queries to USW's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. Sprint may elect to use their own its own subsystem value. Sprint acknowledges that such subsystem number and translation type values are necessary for USW to properly process queries to USW's ICNAM database.
- (F)10.2.8 Sprint acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of USW's SS7 network. Sprint further agrees that USW, in its sole discretion, shall employ certain automatic and/or manual overload controls within the USW SS7 network to safeguard against any detrimental effects. USW shall report to Sprint any instances where overload controls are invoked due to Sprint's SS7 network, and Sprint agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.
- (F)10.2.9 USW shall exercise best efforts to provide Sprint accurate and complete ICNAM information. USW does not warrant or guarantee the correctness or the completeness of such information; however, USW will access the same ICNAM database for Sprint's queries as USW accesses for its own queries. In no event shall USW have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by Sprint.
- (F)10.2.10 Sprint shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, Sprint will not reveal that caller's name or number to the called party (Sprint's end user). Sprint will comply with all FCC guidelines and, if applicable, the appropriate state Commission rules, with regard to honoring the privacy indicator. Sprint

agrees to indemnify and hold USW harmless for any claims by third parties resulting from Sprint's failure to comply with this provision.

(F)10.2.11 USW retains full and complete ownership and control over the ICNAM database and all information in its database. Sprint agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to USW's database. Sprint will prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by Sprint to its end user after Sprint initiated a ICNAM query to USW's ICNAM database.

(F)10.2.12 USW reserves the right to temporarily discontinue the ICNAM service if incoming calls are so excessive as determined by USW that the ICNAM database cannot operate in a quality manner. Such discontinuance will affect all carriers, including USW, on a non-discriminatory basis.

(F)10.3 Rate Elements

Rate elements for ICNAM services are contained in Part H of this Agreement.

(F)10.4 Billing

Sprint agrees to pay USW for each and every query initiated into USW's ICNAM database for any information, whether or not any information is actually provided. If Sprint experiences an unacceptable level of improperly formatted responses or failed queries it may at it's option dispute billing and seek resolution with USW.

ICNAM rates will be billed to Sprint monthly by USW for the previous month.

(F)11. Custom Local Area Signaling Services (CLASS)

(F)11.1 CLASS services as retail services offered by USW and CLECs are not included in this Section of the Agreement. This Section pertains to the Interconnection of the Parties' networks for purposes of transporting inter-company CLASS related data.

(F)11.2 Upon request by Sprint the Parties will engage in joint planning to identify the necessary translations to accomplish the transport of CLASS data. This will require Sprint to have SS7 capability and meet the connectivity requirements contained in Part E of this Agreement.

**Part F - EXHIBIT A - FORMULA
Switched Access Compensation with INP**

1. Average MOUs by jurisdiction per line. (Source: ARMIS)	
a. Interstate/InterLATA terminating MOUs per line, monthly	
b. Intrastate/InterLATA terminating MOUs per line, monthly	
c. Intrastate/IntraLATA terminating MOUs per line, monthly	

2. INP lines eligible for Switched Access (Source:USWC CHQ DB)	
a. Total INP lines	
b. minus INP lines associated with ISPs	
c. Eligible lines	

3. Calculate Total Terminating INP MOU by Jurisdiction (Multiple average MOU by total INP eligible lines)	
a. Total Interstate/InterLATA MOU per State (Step 1a x Step 2c)	
b. Total Intrastate/InterLATA MOU per State (Step 1b x Step 2c)	
c. Total Intrastate/IntraLATA MOU per State (Step 1c x Step 2c)	

4. Sprint Revenue Distribution by Rate Element Factors	(a) Interstate InterLATA Switched Access	(b)Intrastate InterLATA Switched Access	c) Intrastate/ IntraLATA Switched Access
*Carrier Common Line	100%	100%	100%
*Local Switching	100%	50%	50%
*Interconnection Charge	100%	100%	100%
*End Office Shared Port	100%	NA	NA
*Tandem Transmission	50%	50%	50%
*Tandem Switching	0%	0%	0%
<i>*(Rates for Interstate/InterLATA, Intrastate/ InterLATA and Intrastate/IntraLATA rate elements are identified in the appropriate USW switched access tariffs)</i>			

5. Total Due	
Interstate/InterLATA Switched Access (Step 3a) x (Tariffed Rate x Revenue Distribution identified in 4a)	\$
Intrastate/InterLATA Switched Access (Step 3b) x (Tariffed Rate x Revenue Distribution identified in 4b)	\$
Intrastate/IntraLATA Switched Access (Step 3c) x (Tariffed Rate x Revenue Distribution identified in 4c)	\$ =
Total	\$
(Minus Local Compensation Charges previously paid to Sprint in accordance with Interconnection Agreement/Commission Order)	(-) =
Total Due to Sprint	\$

PART G- MISCELLANEOUS PROVISIONS

(G)1. Network Security

- (G)1.1 Protection of Service and Property - Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.
- (G)1.1.1 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users, during technician work operations and at all times. Specifically, no employee, agent or representative, shall monitor any circuits except as required to repair or provide service, of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. The Parties are responsible for training their employees on such security requirements and penalties.
- (G)1.1.2 Each Party's telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for training their employees on such security requirements and penalties.
- (G)1.1.3 USW will review the security requirements and hours of access with Sprint. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to, the requirement that all Sprint approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals. Sprint personnel found outside of designated and approved areas will be escorted away from those non-approved areas and reported to USW Security. Repeated violations will result in denial of access to USW facilities and a possibility of criminal penalties.
- (G)1.1.4 USW will use the appropriate contact noted on the Sprint questionnaire to inform Sprint by telephone of any emergency related activity that USW or its subcontractors may be performing which could potentially affect the equipment in the collocated space occupied by Sprint.

- ((G)1.1.5 USW shall provide access to existing eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for Sprint personnel and its designated agents.
- (G)1.1.6 If, during installation, USW determines Sprint activities or equipment do not comply with the NEBS standards listed in this Section or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, USW has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of USW employees, interfere with the performance of USW's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, USW may perform such work and/or take action as is necessary to correct the condition at Sprint's expense. USW will notify Sprint's Collocation Manager in person or by telephone, at its earliest practicable time, of such action and will confirm such action with written notice.
- (G)1.1.7 Inasmuch as both USW and Sprint employees will be working in USW Central Offices, both USW and Sprint share responsibility for security and network protection. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of the other Party. Unauthorized use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of USW ladders in the Wire Center, either rolling or track, which Sprint may use in the course of work operations. USW assumes no liability to Sprint, its agents, employees or representatives, if Sprint uses a USW ladder available in the Wire Center.
- (G)1.1.8 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.
- (G)1.1.9 In the event that one Party's employees, agents or representatives, inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party, by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

- (G)1.1.10 Each Party shall comply at all times with USW's legal and reasonable security and safety procedures and requirements. Such procedures and requirements will be provided to Sprint.
- (G)1.1.11 USW will allow Sprint to inspect or observe spaces which house or contain Sprint equipment or equipment enclosures at any time and to furnish Sprint with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured Sprint space, in a manner consistent with that used by USW.
- (G)1.1.12 USW will limit the keys used in its keying systems for enclosed collocated spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives to emergency access only. Sprint shall further have the right to change locks where deemed necessary for the protection and security of such spaces.
- (G)1.1.13 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of Sprint to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. USW has similar responsibility for its employees.
- (G)1.1.14 Sprint agrees to enforce the following USW safety and security requirements:
 - (G)1.1.14.1 Train its employees, agents and vendors on USW security policies and guidelines.
 - (G)1.1.14.2 When working on USW ICDFs or in USW equipment line-ups, Sprint employees, agents and vendors agree to adhere to USW quality and performance standards provided by USW and as specified in this Agreement.
 - (G)1.1.14.3 Report to USW all property, material and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the USW identification/access card. All security incidents are to be referred directly to local USW Security – 1-888-USW-SECURE. In cases of emergency, call 911 and 1-888-USW-SECURE.
 - (G)1.1.14.4 Require its employees to wear the identification/access card above the waist so it is visible at all times.

- (G)1.1.14.5 Ensure adherence by its employees, agents and vendors to all USW environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.
- (G)1.1.14.6 Secure and lock all doors and gates.
- (G)1.1.15 Sprint's employees, agents and vendors will comply with USW Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.
- (G)1.1.16 Smoking is not allowed in USW buildings, Wire Centers, and all other USW facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting Sprint to denial of unescorted access.
- (G)1.1.17 No flammable or explosive fluids or materials are to be kept or used anywhere within the USW buildings or on the grounds.
- (G)1.1.18 No weapons of any type are allowed on USW premises. Vehicles on USW property are subject to this restriction as well.
- (G)1.1.19 Sprint's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, except as provided for in the Collocation Section of this Agreement.
- (G)1.1.20 Any USW employee may request Sprint's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment or services within the facility.
- (G)1.1.21 USW is not liable for any damage, theft or personal injury resulting from Sprint's employees, agents or vendors parking in a USW parking area.
- (G)1.1.22 Sprint's employees, agents or vendors outside the designated Sprint access area or without proper identification will be asked

to vacate the premises and USW Security will be notified. Continued violations may result in termination of access privileges.

- (G)1.1.23 Building related problems may be referred to the USW Work Environment Centers:
 - 800-879-3499 (CO, WY, AZ, NM)
 - 800-201-7033 (all other USW states)
- (G)1.1.24 Sprint will submit a USW Collocation Access Application form for individuals needing to access USW facilities. Sprint and USW will meet to review applications and security requirements.
- (G)1.1.25 Sprint employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to Sprint's space and other essential facilities. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.
- (G)1.1.26 Sprint will collect identification/access cards for any employees, agents or vendors no longer working on behalf of Sprint and forward them to USW Security. If cards or keys cannot be collected, Sprint will immediately notify USW at 800-210-8169.
- (G)1.1.27 Sprint will assist USW in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.
- (G)1.1.28 To the degree that USW employees are required to do so, Sprint employees, agents and vendors will notify USW Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.
- (G)1.1.29 Sprint will notify USW if Sprint has information that its employee, agent or vendor poses a safety and/or security risk. USW may deny access to anyone who in the reasonable judgment of USW threatens the safety or security of facilities or personnel.
- (G)1.1.30 Sprint will supply to USW Security, and keep up to date, a list of its employees, agents and vendors who require access to Sprint's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to USW Security, who will provide it to the appropriate USW personnel.

(G)1.2 Revenue Protection - USW shall make available to Sprint all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes and call blocking. USW shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems and signaling which include but are not limited to LIDB Fraud monitoring systems.

(G)1.2.1 Uncollectable or unbillable revenues resulting from, but not confined to, provisioning, maintenance, or signal network routing errors shall be the responsibility of the party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

(G)1.2.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the party having administrative control of access to said Network Element or operational support system software.

(G)1.2.3 U S WEST shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if USW could have reasonably prevented such fraud.

(G)1.2.4 To the extent that incremental costs are directly attributable to a Sprint requested revenue protection capability, those costs will be borne by Sprint.

(G)1.2.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the causing Party must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

(G)1.3. Law Enforcement Interface

USW provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

- (G)1.4 USW provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of Sprint, for any lines served from USW Wire Centers or cross boxes.
- (G)1.5 In all cases involving telephone lines served from USW Wire Centers or cross boxes, whether the line is a resold line or part of an unbundled switch or Loop element, USW will perform trap/trace Title III and pen register assistance directly with law enforcement. Sprint will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where Sprint must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. Sprint will provide USW with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

(G)2. Access To Operational Support Systems (OSS)

(G)2.1 Description

- (G)2.1.1 USW will provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between Sprint's and USW's OSS. These gateways provide security for the interfaces, protecting the integrity of the USW OSS and databases. USW's OSS interfaces will support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by USW OSS interfaces and the technology used by each. This section describes the interfaces that USW will provide to Sprint. Additional technical information and details shall be provided by USW in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide". USW will continue to make improvements to the electronic interfaces as technology evolves, providing notification to Sprint consistent with the provisions of this Section.
- (G)2.1.2 Through its electronic gateways, USW shall provide Sprint nondiscriminatory access to USW's operational support systems for pre-ordering, ordering and provisioning, maintenance and repair, and billing for resale and unbundled network elements. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, USW shall provide Sprint access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements,

USW shall provide Sprint access to USW's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete.

(G)2.2 OSS Support for Pre-Ordering, Ordering and Provisioning

The Parties agree that the preferred method of exchanging information is electronic exchange. Where electronic exchange is not available, the Parties may exchange orders via a manual process.

(G)2.2.1 Local Service Request (LSR) Ordering Process

(G)2.2.1.1 Sprint shall use electronic interfaces for orders placed using the LSR Ordering Process for the services it supports. The electronic interface gateways include both the Electronic Data Interchange (EDI) interface and the Interconnect Mediated Access (IMA) Graphical User Interface (GUI).

(G)2.2.1.2 The EDI interface provides a single interface for Pre-Order and Order transactions from Sprint to USW and is transaction based, rather than batch based. The interface standards for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guideline and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 with exceptions as specified in the IMA and EDI disclosure documents which are provided in conjunction with the implementation responsibilities contained in this Section.

(G)2.2.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from Sprint to USW and is browser based. The IMA GUI interface is based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA, and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

(G)2.2.1.4 The products that can be ordered via either the SOAR EDI or the IMA GUI interface are listed in the Interconnect & Resale Resource Guide.

(G)2.2.1.5 Functions

(G)2.2.1.5.1 Pre-ordering refers to the set of activities performed in conjunction with placing an order. Pre-order consists of the following functions: validate address, check service availability, review Customer Service Record (CSR), check facility availability, reserve telephone numbers, and schedule appointments. The electronic interface gateways provide on-line capabilities to perform these functions. Not all functions apply to all products.

(G)2.2.1.5.1.1 The function of validating an address will verify the end user's address. No detailed facility information (i.e., cable pair) will be returned as part of this transaction.

(G)2.2.1.5.1.2 Service Availability will return the list of (1) POTS products and services available in the Central Office switch serving a particular end user address, which will indicate to Sprint, among other things, which products and services are authorized for resale in the Central Office switch serving a particular end user address and (2) non-switched-based products and services that Sprint is authorized to provide according to its interconnection agreement with USW.

(G)2.2.1.5.1.3 Review Customer Service Record (CSR) gives Sprint the ability to request a display of local exchange services and features (CPNI) USW is currently providing to an end user.

(G)2.2.1.5.1.4 Check Facility Availability will provide an indication of whether existing facilities are available or if new facilities are required, and if a technician must be dispatched to provide the facilities requested at the end user's address. This transaction does not reserve facilities and does not guarantee that facilities will or will not be available when the order is submitted.

(G)2.2.1.5.1.5 Reserve Telephone Numbers provides Sprint with the ability to select an end user's telephone number. If the end user requests a specific number, range of numbers, or a vanity number, Sprint must call USW's ISC and the request will be handled manually and in the same manner USW provides to itself.

(G)2.2.1.5.1.6 The reservation process is further divided into telephone number availability, selection, exchange and return functionality. Expiration period for selection and submission of Telephone Number are:

- A period up to thirty (30) minutes in which to make a telephone number selection. If this time limit is exceeded, and no attempt has been made to select the telephone numbers, the telephone numbers are sent back

to the OSS and an error message is displayed on the LSR. A new query will need to be performed for available telephone numbers.

- When a telephone number has been reserved, there is a twenty-four (24) hour period that the telephone number may be included on an LSR. If the time limit is exceeded, the telephone number is returned to the OSS.

(G)2.2.1.5.1.6 Schedule Appointment allows Sprint to retrieve a calendar of available appointments and to reserve an appointment date and time so that a technician can be dispatched for premises and/or non-premises work.

(G)2.2.1.5.1.7 Expiration period for selection and submission of Appointment Reservation are:

- A selection must be made within a thirty (30) minute period. If an appointment has been selected and the time limit was exceeded, an error message will display. If the error message displays, an updated list of available appointments will need to be requested. If an appointment has already been reserved for this Purchase Order

Number, the Appointment Confirmation window will be displayed and will be pre-populated with confirmation number, appointment date and time, expressed in after and before times.

- Appointments are reserved for a 24-hour period. If the appointment is not attached to a submitted order within 24 hours, the appointment is returned. When the appointment is successfully reserved, confirmation of the appointment will be displayed to Sprint.

(G)2.2.1.5.2 Ordering and Provisioning

Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is: Create New LSR, Open LSR, Query LSR Status and FOC Return.

(G)2.2.1.5.2.1 Create New LSR allows entry of information specific to the LSR, including required OBF forms, validates information and submits the LSR for processing.

(G)2.2.1.5.2.2 An open LSR allows Sprint to save in a pending status, for up to thirty (30) calendar days, an LSR that Sprint is not ready to submit for processing. When an LSR is saved as pending, all the data in all

the forms associated with the LSR is saved. This feature permits Sprint to access, edit, submit, re-save, and purge a pending LSR.

(G)2.2.1.5.2.3 Sprint may also supplement or cancel an LSR that is in progress.

(G)2.2.1.5.2.4 Query LSR Status allows Sprint to obtain the status of the LSR. Status is provided to Sprint upon inquiry. Order status functions include the following: Submitted, In Review, Issued, Rejected, Errored, Completed and Jeopardy.

(G)2.2.1.5.2.5 FOC Return returns a Firm Order Confirmation to Sprint. The FOC confirms that USW has received a SR, issued an order, and provides the assigned order number for tracking.

(G)2.2.1.6 Forecast of Usage

(G)2.2.1.6.1 Sprint shall supply USW with a forecast of products and volumes anticipated to be ordered through the electronic interface gateways on a quarterly basis.

(G)2.2.1.6.2 USW will use Sprint's forecast to provide Sprint sufficient capacity to provide the services and elements requested. If Sprint exceeds its capacity without sufficient notification to enable USW to make appropriate adjustments, and to the extent that the increased usage causes degradation to other users' response times, Sprint's use of its capacity on the IMA or EDI server may be in jeopardy of limitation until a resolution can be mutually agreed

to by both Parties. USW will notify Sprint prior to any limitation of Sprint's use of the IMA or EDI server; however USW reserves the right to discontinue use if all efforts to mitigate the problems have been unsuccessfully exhausted.

(G)2.2.1.6.3 When Sprint requests from USW more than twenty SecureIDs, Sprint shall use a T1 line instead of dial-up capabilities.

(G)2.2.1.7 Access Service Request (ASR) Ordering Process

(G)2.2.1.7.1 The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via a Network Data Mover (NDM) connection to USW from Sprint. It is Sprint's responsibility to obtain the appropriate software to interface with USW's EXACT system.

(G)2.2.1.8 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from Sprint to USW. This interface is based upon the OBF LSOG and ANSI ASC X12 standards, version 4010. This interface enables Sprint listing data to be translated and passed into the USW listing database. After USW's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to Sprint via an EDI 855 transaction.

(G)2.2.2 Maintenance and Repair

(G)2.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end users' repair and maintenance needs as reported to Sprint. They facilitate the exchange of updated information and progress reports between USW and Sprint while the Trouble Report (TR) is open

and a USW technician is working on the resolution.

(G)2.2.2.2 Sprint shall use the electronics interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC EB) interface or the IMA GUI interface.

(G)2.2.2.3 The MEDIACC EB interface uses CMIP protocol over X25 packet switching network using ANSI T1M1.5 227/228 standards.

(G)2.2.2.4 The IMA GUI also provides a single interface for trouble reporting from Sprint to USW and is browser based. The IMA GUI interface uses a Berkley Socket interface based upon ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard. The IMA GUI interface currently supports trouble reporting for resale and UNEs.

(G)2.2.2.5 Functions

(G)2.2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. A TR contains information about the end user, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business processes will be made available to Sprint in the following functional set: open a trouble report, modify a trouble report, notification of status change, view trouble report status, or cancel a trouble report, receive a trouble report history, resubmit/delete an erred trouble report and close a trouble report.

(G)2.2.2.5.1.1 Open Trouble Report is the mechanism that captures information needed to resolve the trouble. Once a TR has been opened, if

Sprint is using MEDIACC EB, USW sends an electronic transaction to Sprint identifying information about the TR (*e.g.*, commitment date and tracking number).

- (G)2.2.2.5.1.2 In IMA for POTS, and in Electronic Bonding Test Access (EBTA) for POTS and designed services, Modify Trouble Report allows Sprint to modify the trouble severity (for example; change from “service affecting” to “out of service”) and trouble narrative on a TR until it has been cleared.
- (G)2.2.2.5.1.3 Status Change Notification provides notification to Sprint that the status of a previously opened TR has changed. If Sprint is using MEDIACC EB, Sprint will receive this notification via an electronic transaction. If Sprint is using the IMA GUI interface, Sprint will receive this notification via email and/or fax.
- (G)2.2.2.5.1.4 View Trouble Report Status/Trouble Report Status Request allows Sprint to view the status of an opened Trouble Report if Sprint is using IMA GUI. If Sprint is using MEDIACC EB, USW sends an electronic transaction to Sprint with the status of an opened TR after Sprint sends an electronic transaction to request the status.

- (G)2.2.2.5.1.5 Cancel Trouble Report allows Sprint to request cancellation of a previously opened TR. Once a request to cancel is received, an orderly cessation of the trouble resolution process begins. If USW has completed any work before the trouble resolution process is stopped, charges to Sprint may apply.
- (G)2.2.2.5.1.6 The IMA Trouble Report History provides Sprint with historical information on up to the last three trouble reports. For resale, the disposition and trouble report date and time are provided. For design services and UNEs, the trouble report date and time, a text description of the disposition, the USW Trouble Report Number, and the trouble type are provided.
- (G)2.2.2.5.1.7 Resubmit/Delete allows trouble reports to be resubmitted or deleted via IMA GUI if, prior to entering USW's OSS, the transaction fails or errors. This transaction is only valid if the TR has not entered USW's OSS. This transaction is currently available only via IMA GUI.
- (G)2.2.2.5.1.8 Close a Trouble Report, for resale, allows USW to close the TR once work is complete. For design services and UNEs, USW sends Sprint a request for verification to close. Sprint then authorizes or denies

the closure. Sprint has twenty-four (24) hours to respond. If a response is not received within that time frame, the TR will automatically be closed. USW provides notification to Sprint that a TR has been closed because the trouble was resolved. Additional information (*e.g.*, disposition, disposition description, outage duration, maintenance of service, charge indicator) is also included. If Sprint is using MEDIACC EB, Sprint will receive this response via an electronic transaction. If Sprint is using the IMA GUI interface, Sprint will receive this response via email and/or fax.

(G)2.2.2.5.1.9 Metallic line test (MLT) results give Sprint the ability to request a loop test for POTS service via EBTA. When Sprint submits a TR through IMA, the technician handling the TR will order a MLT test in appropriate situations.

(G)2.2.3 Hours of Operation

USW's OSS interfaces are typically available 23 hours a day. The following times represent the period when USW commits that it will have personnel available to assist Sprint:

All referenced times are Mountain Time.

Function	Monday – Friday	Saturday	Sunday
IMA Pre-Order & Order	06:00 – 20:00		
Exact Order	06:00 – 19:00	07:00 – 17:00	
Repair	02:15 – 23:15	07:00 – 21:00	13:00 – 17:00

USW shall notify CLECs regarding system downtime through mass facsimile distribution and pop-up windows in the IMA

GUI. Sprint may call any maintenance and repair issues to the applicable repair center 24 hours per day, seven days per week. USW shall provide Sprint current repair contact numbers.

(G)2.2.4 Billing

(G)2.2.4.1 For products billed out of the USW Interexchange Access Billing System (IABS) system, USW will utilize the existing CABS/BOS format and technology for the transmission of bills.

(G)2.2.4.2 For products billed out of the USW Customer Record Information System (CRIS), USW will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the “811 Guidelines” specifically for the purposes of telecommunications billing.

(G)2.2.5 Outputs

Output information will be provided to Sprint in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to Sprint provide more detailed information than the bills. They come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

(G)2.2.5.1 Bills

(G)2.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by USW. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one time charges and incremental/call detail information. The Summary Bill

provides one bill and one payment document for Sprint. These bills are segmented by state and bill cycle. The number of bills received by Sprint is dictated by the product ordered and the USW region in which Sprint is operating.

(G)2.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle.

(G)2.2.5.2 Files and Reports

(G)2.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured or recorded by the network switches. This file will be transmitted Monday through Friday, excluding USW holidays. This information is a file of unrated USW originated usage messages and rated Sprint originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. USW will provide this data to Sprint with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

Resale
Unbundled Switch Port

(G)2.2.5.2.2 The charge for this Daily Usage Record File is contained in Part H of this Agreement.

(G)2.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - USW will distribute in-region intraLATA collect, calling card, and third number billed messages to Sprint and exchange with other Co-Providers operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain these records for these types of calls as well.

(G)2.2.5.2.4 Loss Report provides Sprint with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed Co-Providers or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

Interim Number Portability
Resale
Unbundled Loop
Unbundled Line-side Switch Port

(G)2.2.5.2.5 Completion Report provides Sprint with a daily batch report of the prior day's activity. This report is used to advise Sprint that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

Interim Number Portability
Resale
Unbundled Loop
Unbundled Line-side Switch
This report media is described in
Exhibit C.

(G)2.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between USW and Sprint. Category 1101 series records are used to exchange detailed access usage information.

(G)2.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

These mechanized records are available from USW in the following formats:

NDM (direct connect or dial-up)
Comet
Tape
Cartridge

(G)2.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

SAG provides Address and Serving Central Office Information.

FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

(G)2.2.6 Modifications to OSS Interfaces

Sprint and USW agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed on as needed basis or, at a minimum, quarterly. The review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, USW shall draft appropriate interface specifications that shall be made available to Sprint through the electronic gateway disclosure document. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to the Co-Providers.

(G)2.2.6.1 In the course of establishing operational ready system interfaces between USW and Sprint to support local service delivery, Sprint and USW may need to define and implement system interface specifications that are supplemental to existing standards. Sprint and USW will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

(G)2.2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commission and, as time permits, business requirements. USW will provide to Sprint the targeted final features list for modifications to the interface. Final specifications for interface modifications will be provided to Sprint three weeks prior to the release date. Sprint is required to upgrade to the current release within six months of the installation date. If Sprint demonstrates mitigating circumstances in regard to the six month install date, the Parties will make a best effort to cooperatively set a date. USW will provide multi-versioning on at least the current and one past version with Release 4.2. USW is considering a maximum of three multi-version capability.

(G)2.2.7 Sprint Responsibilities for Implementation of OSS Interfaces

- (G)2.2.7.1 Before any Sprint implementation can begin, Sprint must completely and accurately answer the New Customer Questionnaire. This questionnaire is provided by the USW account manager and details information needed by USW to establish service for Sprint.
 - (G)2.2.7.2 Once USW receives a complete and accurate New Customer Questionnaire, USW and Sprint will mutually agree upon time frames for implementation.
 - (G)2.2.7.3 If using the EDI interfaces, USW will provide Sprint with a copy of the Production Readiness Verification Document. Sprint is obligated to meet the requirements specified in the Production Readiness Verification Document regardless of whether Sprint chooses to participate in the Production Readiness Verification Test.
- (G)2.2.8 Sprint Responsibilities for On-going Support for OSS Interfaces
- (G)2.2.8.1 If using the IMA GUI interface, Sprint must work with USW to train Sprint personnel on the IMA GUI functions that Sprint will be using. USW and Sprint shall concur on which IMA GUI functions should be included in Sprint's training. USW and Sprint shall make reasonable efforts to schedule training in a timely fashion.
 - (G)2.2.8.2 An exchange protocol will be used to transport EDI formatted content. Sprint must perform certification testing of exchange protocol prior to using EDI.
 - (G)2.2.8.3 If Sprint is using EDI, USW shall provide Sprint with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of Sprint to schedule an appointment with USW for certification of its business scenarios. Sprint must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to Sprint, it is the sole responsibility of Sprint to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to USW, USW will honor Sprint's schedule through the use of alternative hours.

(G)2.2.8.4 If Sprint is using the EDI interface, Sprint must work with USW to certify the business scenarios that Sprint will be using in order to ensure successful transaction processing. USW and Sprint shall mutually agree to the business scenarios for which Sprint is required to be certified. Certification is granted only for a specific release of EDI. New releases of EDI may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the USW coordinator in conjunction with the release manager of each EDI release. Notice of the need for re-certification will be provided to Sprint three weeks prior to the release date.

(G)2.2.8.5 In the event of electronic interface trouble, Sprint shall use its best efforts to isolate and resolve the trouble using the guidelines provided in the Production Readiness Verification document. If Sprint cannot resolve the problem, then Sprint should contact the Local Service Provider (LSP) Systems Help Desk. The LSP Systems Help Desk is Sprint's Single Point of Contact for electronic interface trouble.

(G)2.2.9 Sprint Support

(G)2.2.9.1 USW shall provide adequate assistance to Sprint for Sprint to understand how to implement and use the OSS functions to which USW is providing access. This assistance will include training, documentation, and a LSP Help Desk. The LSP Help Desk will provide a single point of entry for Sprint to gain assistance in areas involving connectivity, system availability, and file outputs. The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding USW holidays. The Help Desk areas are further described below.

(G)2.2.9.1.1 Connectivity covers trouble with Sprint's access to the USW system for hardware configuration requirements with relevance to EDI and IMA GUI; software configuration requirements with relevance to EDI and IMA GUI; modem configuration requirements, T1 configuration and

dial in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

(G)2.2.9.1.2 System Availability covers system errors generated during an attempt by Sprint to place orders or open trouble reports through EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.

(G)2.2.9.1.3 File Outputs covers Sprint's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

(G)2.2.9.2 Additional assistance to Co-Providers is available through various web sites. These web sites provide electronic interface training information and user documentation and technical specifications.

(G)2.2.10 Compensation/Cost Recovery

On-going and one-time startup charges, as applicable, will be billed at rates to be specified by the Commission at the completion of appropriate cost docket hearings. USW shall establish rates for any systems charges not included in appropriate cost docket hearings.

(G)3. Access To Telephone Numbers

(G)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

(G)3.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on

the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

- (G)3.3 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
- (G)3.4 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Telcordia (Bellcore) or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

(G)4. Dialing Parity

The Parties shall provide dialing parity to each other as required under the Act and FCC rules. This Agreement does not impact either Party's ability to default IntraLATA Toll via a specific dialing pattern until otherwise required by the Act.

- (G)4.1 USW shall make N11 services it deploys in its network available as required by the Act and FCC Rules, to the extent technically available.

(G)5. U S WEST Dex

USW and Sprint agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, directory distribution, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between Sprint and directory publishers, including U S WEST Dex. USW acknowledges that Sprint may request USW to facilitate discussions between Sprint and U S WEST Dex.

The following language applies to the State of Minnesota only (additional paragraph)

USW is an affiliate of U S WEST Dex. Given this status, USW will ensure that it is treated in a competitively neutral manner by U S WEST Dex vis-à-vis Sprint. If USW receives a commission from U S WEST Dex for placement of yellow pages advertising, Sprint shall receive the same commission. U S WEST Dex will give Sprint the same opportunity to provide directory listings as it provides to USW (for example through some type of bidding process). If Sprint is not given the same directory listing opportunity to USW, Sprint shall receive a share of the revenues (based on the percentage of lines belonging to Sprint in the particular list) that USW receives from U S WEST Dex, USW shall make its contracts with U S WEST Dex available for review by Sprint, as necessary, to ensure that Sprint is receiving the same services at the same terms as USW.

(G)6. Notice of Changes

- (G)6.1. If a Party plans a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations.
- (G)6.2. Examples of changes that USW must provide notification of include but are not limited to: any pending tandem moves, NPA splits, or scheduled maintenance outages in advance. Notices should provide enough time for Sprint to react.

Notice will be written and provide pertinent descriptive information of such changes, within the limitations of confidentiality and disclosure, such that the other Party can evaluate potential effects. Also included with the written notice should be contact names and phone numbers for subsequent discussions.

(G)7. Referral Announcement

When an end user changes from USW to Sprint, or from Sprint to USW, and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach this end user.

(G)8. Maintenance and Repair

(G)8.1 Service Levels

- (G)8.1.1 USW will alarm its equipment that carries Sprint's traffic in the same manner that USW alarms its equipment that carries USW's traffic.
- (G)8.1.2 Both Parties agree to manage their network switches in accordance with the Bellcore/Telcordia LSSGR.
- (G)8.1.3 USW will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which USW provides for itself.
- (G)8.1.4 During the term of this Agreement, USW will provide necessary maintenance business process support to allow Sprint to provide similar service quality to that provided by USW to its end users.
- (G)8.1.5 USW will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

(G)8.2 Branding

Should USW need to use various forms for communication with Sprint end users (while out on premise dispatches on behalf of Sprint, for example), USW will use unbranded forms.

(G)8.3 Service interruptions

(G)8.3.1 Each carrier has the duty to alert the other(s) to any network events (planned/unplanned outage) that can result or have resulted in service interruption, blocked calls, changes in network performance, within a reasonable timeframe appropriate to the degree of the nature of the outage.

(G)8.3.2 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

(G)8.3.3 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment. The impairing Party shall provide the impaired Party a proportionate price adjustment on the same basis that it's own customer would be entitled to a price adjustment.

(G)8.3.4 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

(G)8.3.5 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and

where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

(G)8.3.6 Upon Sprint's request, USW shall provide, at the same level it provides itself, its affiliates to the extent required by law, or similarly situated third party telecommunications carriers, status reports so that Sprint will be able to provide end-user customers with detailed information and an Estimated Time To Repair ("ETTR"). USW will close all trouble reports with Sprint. Sprint will close all trouble reports with the end-user.

(G)8.3.7 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

(G)8.3.7.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs and itself.

(G)8.3.7.2 The Parties shall cooperate in isolating trouble conditions.

(G)8.3.7.3. USW will cooperate with Sprint to show Sprint how USW screens trouble conditions in its own centers, so that Sprint will employ similar techniques in its centers.

(G)8.4 Trouble Isolation

(G)8.4.1 According to applicable state Tariffs, USW will bill appropriate Trouble Isolation Charges for dispatched work done by USW where the trouble is found to be on the end user's side of the NID or trouble is found to be in Sprint's portion of the network.

(G)8.4.2 Other Trouble Isolation Charges may also be imposed by USW on Sprint for other internal repair work incurred on behalf of Sprint and later found to be in Sprint network components.

(G)8.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, USW will not perform any maintenance of inside wire (premise wiring beyond the end user's NID) for Sprint or its end users.

(G)8.6 Testing/Test Requests/Coordinated Testing/UNEs

- (G)8.6.1 USW will make the decision to test an end user's line or circuit. The test systems used by USW are finite, and their capacity has been designed according to USW's operating standards.
- (G)8.6.2 Although some types of trouble reports typically will not require a test, USW usually runs certain standard tests on each line on which trouble has been reported.
- (G)8.6.3 Prior to any test being conducted on a line, USW must receive a trouble report from Sprint.
- (G)8.6.4 USW end users are not given test results. On manually-reported trouble USW will not provide to Sprint the test results for its trouble reports. For electronically-reported trouble, Sprint may see various basic test results.
- (G)8.6.5 USW's test systems do not support testing of unbundled network elements. Sprint shall isolate the trouble condition on UNE end users to USW's portion of the end user's service before USW accepts a trouble report for that end user.

(G)8.7 Workcenter Interfaces

USW and Sprint shall work cooperatively to develop positive, close working relationships among corresponding workcenters involved in the trouble resolution processes.

(G)8.8 Misdirected Repair Calls

- (G)8.8.1 Sprint shall inform its own end users as to where to report their trouble conditions. Any misdirected repair calls will be advised to call their own telephone service provider and will be provided the correct telephone number for that purpose (this referral may occur within a voice response system or other interactive systems).
- (G)8.8.2 Sprint and USW will employ the following procedures for handling misdirected repair calls;
 - (G)8.8.2.1 Sprint and USW will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.
 - (G)8.8.2.2 End users of Sprint shall be instructed to report all cases of trouble to Sprint. End users of USW shall be instructed to report all cases of trouble to USW.

- (G)8.8.2.3 Misdirected repair calls for local services will be referred to the other Party when the Party receiving the repair call knows that the other Party is the end user's local service provider.
- (G)8.8.2.4 Sprint and USW will provide their respective repair contact numbers to one another on a reciprocal basis.
- (G)8.8.2.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services.
- (G)8.8.2.6 Performance targets for speed of repair call answering will be the same as USW's performance targets for its own end users.

(G)8.9 Major Outages/Restoral/Notification

- (G)8.9.1 USW will notify Sprint of major network outages as soon as is practical. This notification will be via e-mail to Sprint's identified contact. With the minor exception of certain proprietary information, USW will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via E-mail on the same frequency schedule as is provided internally within USW. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to USW and/or industry standards. These procedures will conform to national standard treatment of Telephone Service Priority (TSP) restoration. Sprint services will be treated at parity with USWC and other carriers' services.
- (G)8.9.2 USW will meet with associated personnel from Sprint to share contact information and review USW's outage restoral processes and notification processes.
- (G)8.9.3 USW's emergency restoration process operates on a 7X24 basis.

(G)8.10 Protective Maintenance

- (G)8.10.1 USW will perform scheduled maintenance equal in quality to that which it provides to itself.
- (G)8.10.2 USW will work cooperatively with Sprint to develop industry-wide processes to provide as much notice as possible to Sprint of pending maintenance activity. Such process work will

include establishment of reasonable thresholds and notification standards.

(G)8.11 Hours of Coverage

USW's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available USW's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

(G)8.12 Escalations

(G)8.12.1 USW will provide trouble escalation procedures to Sprint. Such procedures will be based on the processes USW employs for its own end users. USW escalations are manual processes. USW requires, prior to escalation, that a trouble ticket has been created.

(G)8.13 Dispatch

(G)8.13.1 USW will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

(G)8.13.2 Upon the receipt of a trouble report from Sprint, USW will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. USW will dispatch repair personnel on occasion to repair the condition. It will be USW's decision whether or not to send a technician out on a dispatch. USW reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should Sprint require a dispatch when USW believes the dispatch is not necessary, appropriate charges will be billed by USW to Sprint for those dispatch-related costs.

(G)8.13.3 For POTS lines USW will not request authorization from Sprint prior to dispatch. For lines supported by USW's designed services process, USW may accept Sprint authorization to dispatch. USW's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, Sprint will be notified.

(G)8.14 Intervals

Similar trouble conditions, whether reported on behalf of USW end users or on behalf of Sprint end users, will receive similar commitment intervals.

(G)8.15 Jeopardy Management

Notification to Sprint will be given as soon as USW becomes aware that a trouble report interval is likely to be missed. This process will be the same as that used by USW for its own end users.

(G)8.16 Maintenance Standards

(G)8.16.1 USW will cooperate with Sprint to meet the maintenance standards outlined in this Agreement.

(G)8.16.2 On manually-reported trouble, USW will inform Sprint of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

(G)8.17 End User Interfaces

(G)8.17.1 Sprint will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

(G)8.17.2 All USW employees who perform repair service for Sprint end users will be trained in non-discriminatory behavior.

(G)8.18 Repair Call Handling

Manually-reported repair calls by Sprint to USW will be answered with the same quality and speed as USW answers calls from its own end users.

(G)8.19 Single Point of Contact

(G)8.19.1 USW will provide a single point of contact for Sprint to report maintenance issues and trouble reports via electronic interfaces seven days a week, twenty-four hours a day.

(G)8.19.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to Sprint for each category of trouble situation being encountered.

(G)8.20 Network Information

(G)8.20.1 USW maintains an information database, available to Sprint for the purpose of allowing Sprint to obtain information about USW's NPAs, LATAs, Access Tandems and Central Offices.

(G)8.20.2 This database is known as the ICONN database, available to Sprint via USW's Web site.

- (G)8.20.3 CPNI information and NXX activity reports are also included in this database.
- (G)8.20.4 ICONN is updated every two weeks.
- (G)8.21 Maintenance Windows
 - (G)8.21.1 Generally, USW performs major switch maintenance activities off-hours, during certain "maintenance windows".
 - (G)8.21.2 This work usually takes place in the early morning hours and/or on weekends.
 - (G)8.21.3 Generally, the maintenance window is between 10:00 PM through 6:00 AM Monday through Friday and Saturday 10:00 PM through Monday 6:00 AM, Mountain Time.
 - (G)8.21.4 Although USW normally does major switch maintenance at these times, there will be occasions where this will not be possible.
 - (G)8.21.5 Planned generic upgrades to USW switches are included in the ICONN database, available to Sprint via USW's Web site. It is here that Sprint can find the information needed to plan for its own network requirements. The USW Account team assigned to Sprint will answer other inquiries.

(G)9. Bona Fide Request Process

- (G)9.1 Any request for Interconnection or access to an Unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). USW shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. USW will administer the BFR Process in a non-discriminatory manner.
- (G)9.2 A BFR shall be submitted in writing and on the appropriate USW form for BFRs. Sprint and USW will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Part H of this Agreement. The form will request, and Sprint will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection or Network Element will be used to provide a Telecommunications Service; (e) the quantity requested; (f) the specific location requested; (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, and the applicable FCC rules, Sprint must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to

provide access to such Network Element would impair the ability of Sprint to provide the services that it seeks to offer, and that Sprint's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, Sprint must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by Sprint.

- (G)9.3 Within fifteen (15) business days of its receipt, USW shall acknowledge receipt of the BFR and in such acknowledgment advise Sprint of missing information, if any, necessary to process the BFR. Thereafter, USW shall promptly advise Sprint of the need for any additional information required to complete the analysis of the BFR.
- (G)9.4 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, USW shall provide to Sprint a preliminary analysis of the BFR. The preliminary analysis shall specify USW's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.
 - (G)9.4.1 If USW determines during the thirty (30) business day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, USW shall advise Sprint as soon as reasonably possible of that fact, and USW shall promptly, but in no case later than ten business days after making such a determination, provide a written report setting forth the basis for its conclusion.
 - (G)9.4.2 If USW determines during the thirty (30) business day period that the BFR qualifies under the Act, it shall notify Sprint in writing of such determination within ten (10) business days.
 - (G)9.4.3 As soon as feasible, but in any case within ninety (90) business days after USW notifies Sprint that the BFR qualifies under the Act, USW shall provide to Sprint a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated amortized development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.
 - (G)9.4.4 If Sprint agrees to pay the development and construction costs, and requests USW to proceed:
 - (G)9.4.4.1 USW will additionally refund those development and construction costs, on a prorated basis, as set

forth below, up to the next nine parties, which may include USW, who place an initial order within two years after Sprint for the same interconnection or Network Element.

(G)9.4.4.2 A refund to Sprint will be made two years after USW provides Sprint with the requested interconnection or Network Element if other CLECs take advantage of the same interconnection or Network Element purchased by Sprint. This refund amount will be determined using the proration chart set forth below and is the aggregate of all percentages shown for the total number of requestors. USW shall not be obligated to make any additional refunds with respect to the development costs of a particular interconnection or Network Element after two years from the date when USW first makes the particular interconnection or Network Element available to Sprint. All refunds will be made subject to subsequent requestors paying their share of the development and construction costs.

(G)9.4.4.3 Refund Table

Requestor	Development and/ or Construction Cost	Refund Portion	Refund to
Sprint	100%	NA	NA
2nd	50%	50.00%	Sprint
3rd	33.33%	16.67%	Sprint
4th	25%	8.33%	Sprint
5th	20%	5.00%	Sprint
6th	16.67%	3.33%	Sprint
7th	14.29%	2.38%	Sprint
8 th	12.50%	1.79%	Sprint
9th	11.11%	1.39%	Sprint
10th	10%	1.11%	Sprint
<u>No Further Refunds for additional Requestors</u>			

(G)9.5 When USW provides Sprint with a BFR quote, which may include a minimum volume and term commitment, then within thirty (30) business days of its receipt of the BFR quote, Sprint must either agree to purchase under that commitment, cancel its BFR, or request USW to negotiate other terms. If the Parties cannot reach an agreement, then Sprint can seek dispute resolution under the terms of this agreement.

(G)9.6 If Sprint has agreed to minimum volume and term commitments under the preceding paragraph, Sprint may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation Sprint will pay USW's reasonable development costs incurred to the date of cancellation in

complying with Sprint's request for USW to provide the Interconnection or Network Element, to the extent not otherwise amortized.

- (G)9.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

(G)10. Audit Process

- (G)10.1 "Audit" shall mean the comprehensive review of:
- (G)10.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and
 - (G)10.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.
 - (G)10.1.3 The extent of review shall be determined on a case by case basis depending on business needs.
- (G)10.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:
- (G)10.2.1 Either Party may request to perform an Audit.
 - (G)10.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.
 - (G)10.2.3 The Audit shall occur during normal business hours.
 - (G)10.2.4 There shall be no more than one Audit per identified area of operation requested by each Party under this Agreement in any 12-month period or as mutually agreed to by the parties. Should the auditing party find an aggregate variance of greater than 1% of the total annual billed amount, the auditing party may perform an additional audit in the same 12 month period to verify resolution of the issue.
 - (G)10.2.5 The requesting Party may review the non-requesting Party's records, books, and documents, as may reasonably contain information relevant to the operation of this Agreement.

- (G)10.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
 - (G)10.2.7 All transactions under this Agreement which are over 24 months old are no longer subject to specific Audit unless otherwise agreed to by the parties. However, should a problem be discovered during the course of an audit that is older than 24 months, the auditing party shall have the right to review the problem back to its origin subject to state or federal regulation or law.
 - (G)10.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.
 - (G)10.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.
 - (G)10.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
 - (G)10.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.
- (G)10.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Sprint and USW will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

(G)11. Data Exchange for Billing and Recording of Call Information

- (G)11.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.
- (G)11.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- (G)11.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- (G)11.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and are billed by another service provider located within the same USW LATA. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or USW in-region facilities can be used to transport the call records for this traffic. Until such time that system development is completed for these non-ICS revenues, the Parties agree to use bill and keep.
- (G)11.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its end users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.
- (G)11.5.1 Retention
- USW shall retain its AMA data history files, in accordance with applicable law and regulation, but not less than 45 days. At Sprint's request, recorded usage data may be recreated from the AMA data history files.
- (G)11.6 Both Parties will return local/intraLATA unbillable or misdirected messages for correction to the originating Party via normal data exchange processes. Further adjustments, such as, uncollectables and the data elements to be included with the returned message detail will be based upon OBF standards.

- (G)11.7 A charge will apply for Category 1101XX and 1150XX records sent by USW to Sprint in an EMR mechanized format. These records are used to provide information necessary for Sprint to bill the Interexchange Carrier for jointly provided Switched Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Part H of this Agreement.
- (G)11.8 Any IXC casual billing records (EMI records) received by USW that actually bill to a Sprint resold or UNE (with switching port) customer will be rejected by USW back to the issuing IXC using industry standard disconnect rejection code. The Parties will provide the Operating Company Number (“OCN”) of the associated ANI. The OCN is needed so that the IXC will know which local company provides service for the working telephone number.
- (G)11.9 Alternate Billing. Provided Sprint uses USW for Operator Services for alternately billed Local/IntraLATA type calls, USW will provide to Sprint the unrated message detail that originates from a Sprint subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, or collect). USW will transmit such data to Sprint on the daily usage file.
- (G)11.10 Local Measured Service (LMS) and IntraLATA Toll Usage Data
- (G)11.10.1 When Sprint purchases Local Measured Service (LMS), IntraLATA toll from USW via resale, or switching as a UNE, USW will provide to Sprint all available originating Recorded Usage Data from Sprint Customers (business and residence). Recorded Usage Data may include, but is not limited to, the following categories:
- All completed calls, including resold intraLATA calls by customer.
 - Use Of CLASS/LASS/Custom Features which are sold on a pay per use basis
 - 976 Calls To Information Providers Reached Via U S WEST Facilities
 - Calls To Directory Assistance Where U S WEST Provides Such Service To Sprint’s Local Service Customer
 - Calls Completed Via USW-Provided Operator Services Where USW Provides Such Service To Sprint’s Local Service Customer
 - For USW-Provided Centrex Service, Station Level Detail
- (G)11.10.2 All records shall include complete call detail and complete timing information, as applicable.
- (G)11.10.3 USW shall provide to Sprint Recorded Usage Data for Sprint’s customers only.

(G)11.10.4 Recording Failures

[SPRINT PROPOSED LANGUAGE]

(G)11.10.4.1 Sprint Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by USW in its performance of the recording function or due to an aberrant switch overload of limited duration and frequency, shall, upon Sprint's request, be recovered by USW at no charge to Sprint. If USW discovers such failures, USW shall notify Sprint upon discovery. In the event the data cannot be recovered by USW, USW shall estimate the messages and associated revenue, with assistance from Sprint, based upon the method described below. This method will be applied on a consistent basis, subject to modifications agreed to by USW and Sprint. This estimate will be used by the Parties to determine any amounts owed to Sprint. USW will provide this amount to Sprint via a check accompanied by a statement that clearly identifies the purpose of the check.

(G)11.10.4.2 Partial Loss.

USW 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. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in Section [REDACTED] following. 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.

(G)11.10.4.3 Complete Loss.

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, loss after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

(G)11.10.4.4 Estimated Volumes.

From message and minute volume reports for the entity experiencing the loss, USW 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.

(G)11.10.4.5 Exceptions:

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. If the loss occurs on a weekday that is a holiday (except Christmas), USW shall use volumes from the two (2) preceding Sundays. If the loss occurs on Mother's Day, Christmas or the Monday after Thanksgiving, U S WEST shall use volumes from that day in the preceding year, unless Sprint volumes have changed over the prior year, in which case the estimate change will be factored in.

(G)11.10.4.6 Net Loss Calculation.

The amount due to Sprint will be calculated based on the Average Revenue Per Minute (ARPM) minus the average charge per minute (ACPM) that Sprint would have paid to USW, times the estimated lost minutes. The parties shall agree upon the appropriate ARPM and ACPM to apply.

(G)11.10.4 [USW PROPOSED LANGUAGE – TO BE PROVIDED IN USW'S RESPONSE TO SPRINT'S PETITION FOR ARBITRATION]

(G)12. Construction Charges

- (G)12.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to UNEs to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to UNEs specifically provided for in this Agreement, USW will consider requests to build additional or further facilities for network Interconnection and access to UNEs as described in the applicable Part of this Agreement.
- (G)12.2 All necessary construction will be undertaken at the discretion of USW, consistent with budgetary responsibilities, consideration for the impact on

the general body of end users and without discrimination among the various carriers.

- (G)12.3 A quote for Sprint's portion of a specific job will be provided to Sprint. The quote will be in writing, will include the specific project timeframes and delivery date, and will be binding for ninety (90) business days after the issue date. When accepted, Sprint will be billed the quoted price and construction will commence after receipt of payment. If Sprint chooses not to have USW construct the facilities, USW reserves the right to bill Sprint for the expense incurred for producing the engineered job design.
- (G)12.4 In the event a construction charge is applicable, Sprint's service application date will become the date upon which USW receives the required payment.
- (G)12.5 When USW builds additional facilities for Sprint under this section of the Agreement, USW will develop a quote associated with the work. Before the work is started, the quote must be paid by Sprint. A portion of the amount paid under the quote by Sprint will be refunded by USW to Sprint if additional CLECS or USW, rather than Sprint, utilize the additional facilities constructed on behalf of Sprint.
- (G)12.6 A refund to Sprint will be made two years after USW provides Sprint with the requested interconnection or Network Element if other CLECs take advantage of the same interconnection or Network Elements constructed and paid for by Sprint. This refund amount will be determined using the chart set forth below and is the aggregate of all percentages shown for the total number of requestors. USW shall not be obligated to make any additional refunds with respect to the construction costs of a particular interconnection or Network Element after two years from the date when construction is completed. All refunds will be made subject to subsequent requestors paying their share of the original construction costs.

If either Party has information that indicates there are at least three additional requestors, then the Parties agree to negotiate a mutually agreeable date for a partial refund based on the Refund Table below: A final true-up will be made two years after USW provides the Interconnection or Network Element to Sprint.

Refund Table

Requestor	Construction Cost	Refund Portion	Refund to
Sprint	100%	NA	NA
2nd	50%	50.00%	Sprint
3rd	33.33%	16.67%	Sprint
4th	25%	8.33%	Sprint
5th	20%	5.00%	Sprint
6th	16.67%	3.33%	Sprint
7th	14.29%	2.38%	Sprint
8 th	12.50%	1.79%	Sprint
9th	11.11%	1.39%	Sprint

10th 10% 1.11% Sprint
No Further Refunds for additional Requestors

(G)13. Service Performance

(G) 13.1 General Provisions

USW will provide reports of service indicators which will assist in an evaluation of the service provided to Sprint. The purpose of Service Performance measurements is to allow the Parties to efficiently manage and continuously improve their businesses. The purpose of this section is to identify how the Parties will report results, what measurements will be reported, and how USW and Sprint will collaboratively work to improve results reported in the Service Performance measurements.

(G)13.1.1 In no instance shall this Agreement be construed to require USW to provide superior levels of service to Sprint in comparison to the level of service which USW provides to itself or its own end users.

(G)13.1.2 As further specified in this Section, USW will provide results for the list of performance indicators identified for the following Standard Service Groupings:

Resale:

- Residential POTS
- Business POTS
- ISDN
- Centrex and Centrex-like services
- PBX trunks
- DID
- Digital Switched Service (DSS)
- DS-0
- DS-1
- DS-3

Interconnection and Other Services:

- LIS Trunks
- Interim Number Portability
- Local Number Portability

Unbundled Network Elements:

- Unbundled Loop
- Unbundled Switch; and
- Unbundled Dedicated Interoffice Transport (UDIT)

Operational Support Systems (OSS)

(G)13.1.3 As specified in this Section, USW will provide results on an aggregated basis for the following types of Orders:

- C = Change in existing service or billing number
- N = New connection for service
- T = To or transfer of service from one address to another

(G)13.2 Service Performance Indicators

Results for Service Performance Indicators listed and defined in the Service Performance Indicators (SPI) will be reported as described therein to Sprint upon request, but no more frequently than once per month, subject to the provisions of this Section.

To the extent that USW makes available additional standard performance indicators in this state during the term of this agreement, the Parties agree that Sprint will receive these additional standard performance indicators.

USW will provide Sprint with all additional performance indicators that the state law requires.

To the extent Sprint desires additional performance measures, the Parties will meet to determine whether the requested measures should be added to the USW list of standard measures. If the Parties determine that the requested additional measures are unique to Sprint, then USW will provide Sprint an estimate of the cost to develop the measures. Whether the measurements are standard or unique to Sprint, an estimate of the time it will take to complete the work will be provided. Development of a unique measurement will begin upon payment by Sprint. If, within a two year timeframe from the beginning of the development of a measure unique to Sprint, USW adds the measure to its standard list of measurements, USW will refund the development cost to Sprint.

(G)13.2.1 USW Service Performance Indicators

The following Service Performance Indicators will be provided monthly, subject to the provisions of this Section.

(G)13.2.1.1 ELECTRONIC GATEWAY AVAILABILITY

- GA-1 Gateway Availability – IMA
- GA-2 Gateway Availability – EDI
- GA-3 Gateway Availability – EB-TA
- GA-4 System Availability – EXACT

(G)13.2.1.2 PRE-ORDER/ORDER

- PO-1 Pre-Order/Order Response Times
- PO-2 Electronic Flow-through
- PO-3 LSR Rejection Notice Interval
- PO-4 LSRs Rejected
- PO-5 Firm Order Confirmation (FOC) Interval

- PO-6 Completion Notices Transmitted within 24 hours
- PO-7 Completion Notice Interval
- PO-8 Jeopardy Notice Interval
- PO-9 Timely Jeopardy Notices

(G)13.2.1.3 ORDERING AND PROVISIONING

- OP-1 Speed of Answer – Interconnect Provisioning Center
- OP-2 Calls Answered within 20 Seconds – Interconnect Provisioning Center
- OP-3 Installation Commitments Met
- OP-4 Installation Interval
- OP-5 New Service Installations without Trouble Reports
- OP-6 Delayed Days
- OP-7 Coordinated Cutover Interval – Unbundled Loop
- OP-8 Number Portability Timeliness
- OP-8 Delayed Orders More than 90 Days Past Commitment

(G)13.2.1.4 MAINTENANCE AND REPAIR

- MR-1 Speed of answer – Interconnect Repair Center
- MR-2 Calls Answered within 20 Seconds – Interconnect Repair Center
- MR-3 Out of Service Cleared within 24 Hours – Non-Designed Repair Products
- MR-4 All Troubles Cleared within 48 hours – Non-Designed Repair Products
- MR-5 All Troubles Cleared within 4 hours – Designed Repair Products
- MR-6 Mean Time to Restore
- MR-7 Repair Repeat Report Rate
- MR-8 Trouble Rate
- MR-9 Repair Appointments Met
- MR-10 Customer-caused Trouble Reports

(G)13.2.1.5 BILLING

- BI-1 Mean Time to Provide Recorded Usage Records
- BI-2 Mean Time to Deliver Invoices
- BI-3 Billing Accuracy- Adjustments for Errors

(G)13.2.1.6 DATABASE UPDATES

- DB-1 Time to Update Databases
- DB-2 Accurate Database Updates

(G)13.2.1.7 DIRECTORY ASSISTANCE

- DA-1 Speed of Answer – Directory Assistance
- DA-2 Calls Answered within 10 Seconds –
Directory Assistance

(G)13.2.1.8 OPERATOR SERVICES

- OS-1 Speed of Answer – Operator Services
- OS-2 Calls Answered within 10 Seconds –
Operator Services

(G)13.2.1.9 NETWORK PERFORMANCE

- NI-1 Trunk Blocking
- NP-1 NXX Code Activation

(G)13.2.1.10 COLLOCATION

- CP-1 Installation Interval
- CP-2 Installation Commitments Met
- CP-3 Feasibility Study Interval
- CP-4 Feasibility Study Commitments Met
- CP-5 Quote Interval
- CP-6 Quote commitments Met

(G)13.3 Service Quality Performance Results Reports

(G)13.3.1 For Resale, UNE and Interconnection, and ancillary services, USW will provide service performance results for performance indicators as described above for Sprint, all CLECs in aggregate, USW end users, and to the extent required by law, for USW affiliates.

(G)13.3.1.1 Performance results will be provided for LIS trunks procured by Sprint that have utilized joint planning with USW in procuring LIS trunks, for USW's local exchange interoffice trunks, and for LIS trunk services that USW provides to its affiliates which furnish Telecommunications Services.

(G)13.3.1.2 If Sprint does not participate in joint forecasting and joint planning, only Sprint results will be compared to the results of other CLECs that have not participated in joint planning.

(G)13.4 The performance results provided to Sprint by USW shall be consistent with the most current version of the USW SPI, as amended from time to time during the term of this Agreement. These descriptions shall be the exclusive description used by both Sprint and USW when discussing performance results. Changes required in the SPI as a result of state regulatory rulings will apply to this Agreement.

(G)13.5 The performance results provided under this Agreement are to be used solely for the purposes set forth herein, and shall be treated as "Proprietary

Information" as provided in Section (A)3.15 of this Agreement. Notwithstanding this provision, Sprint may share their performance measurement results with other similarly situated telecommunications carriers under a non-disclosure agreement. Sprint's performance measurement results will not be directly or indirectly shared with any other party.

(G)13.6 Service Performance - Reported Events

(G)13.6.1 When applicable, USW will report service-related performance results for all "events". An "event" is the activity that generates the measurement.

(G)13.6.2 USW will report Sprint results referenced above that Sprint has ordered and is utilizing the services reported.

(G)13.6.3 USW will provide the final reports on a calendar monthly basis as soon as available, but not to exceed thirty (30) calendar days of the close of the reporting month.

(G)13.7 Self Executing Remedies

The purpose and focus of remedies provisions under this Interconnection Agreement shall be to resolve significant differences in service quality that have been identified through appropriate comparisons of the service performance results reported for the core performance indicators defined above. Self-executing remedies are those actions, defined herein, that USW will undertake in good faith and in cooperation with Sprint to respond to such differences immediately, without waiting for determination of whether actual discrimination may exist.

(G)13.7.1 For this purpose, actionable differences shall be considered to be those that are determined to be statistically, operationally, and materially significant in each of three (3) or more consecutive months and that reflect a probability that inferior service was provided to Sprint, based on the relevant comparison of performance indicator results. Statistical significance shall be determined as defined below. Operational and material significance shall be established by including for comparison only those results that have (a) minimum sample sizes of 30 each, and (b) a relevant comparison demonstrating a service performance difference of a magnitude that can be reasonably considered to have a perceptible effect on end users or Sprint operations.

(G)13.7.2 Determination of the statistical significance of any difference in appropriately comparable results shall be based on statistical testing for (1) differences in means (where performance indicator results are reported as averages) or (2) difference in

proportions (where performance indicator results are reported as percentages), as follows:

- (G)13.7.2.1 Determination of the significance of a difference in mean values of each monthly service performance indicator results shall be based on a “permutation” test using what is commonly referred to as a “Z” statistic and a maximum of 1,000 randomly selected permutations of the samples. Where sample sizes exceed 600, the “Z” test using the “modified Z statistic” may be used instead of the permutation test. Where used, the modified Z statistic will be based on the statistical variance associated with USW’s retail performance results, where applicable, or on the variance associated with Sprint aggregate performance results, where there are no retail performance results.
- (G)13.7.2.2 The significance of a difference in proportional measurements shall be based on direct calculation of the probability of the observed difference using the binomial distribution with a pooled p value.
- (G)13.7.2.3 A difference in results by either test type (i.e., differences in means or differences in proportions) will be deemed statistically significant if the appropriate one tailed test indicates, with 95 percent confidence, that the performance indicator results being compared appear to be from different populations of performance. In other words, that service being provided to Sprint appears to be inferior to that represented by the comparable results (such as, results representing service provided to CLECS in aggregate or to USW retail).
- (G)13.7.2.4 The Parties do not contemplate any payments, credits, fines or other penalties associated with any of the performance measurements included in this section. However, nothing in this Agreement shall preclude Sprint from benefiting from any Commission mandated payments, credits, fines or other penalties associated with actionable differences in service performance results. Unless the Commission orders otherwise, performance measurement results used to calculate mandated penalties shall be based on a 99 percent statistical confidence interval. Nothing in this Agreement shall preclude USW from

appealing any Commission or court order mandating payments, credits, fines or other penalties associated with service performance results.

- (G)13.7.3 For each case in which a statistically significant difference as defined in Section (G)13.7.2 has occurred, USW shall:
- (G)13.7.3.1 Immediately investigate to determine the cause(s) of the difference and, where feasible, begin good-faith efforts to resolve the difference;
 - (G)13.7.3.2 Within ten (10) business days, following the issue date of a monthly report containing a statistically significant difference, Sprint may request a written explanation as to cause(s) of the difference and, as applicable, an action plan describing (i) what has and will be done to resolve the difference, (ii) what cooperative actions and timelines on the part of Sprint are needed to facilitate or expedite resolution, and (iii) listing key milestones for use by the Parties in tracking progress. USW will provide such explanation within fifteen (15) business days of its receipt of the request from Sprint;
 - (G)13.7.3.3 Offer and meet with designated Sprint representatives monthly to discuss progress on resolving the difference(s);
 - (G)13.7.3.4 Escalate to vice president level any significant difference that has or is not projected to be resolved within two months of the difference first being identified as statistically and operationally significant as defined in Section (G)13.7.2, with commitment at the vice presidential level to direct due diligence toward removing obstacles and expediting resources where feasible and necessary to resolve the difference as soon as possible.
 - (G)13.7.3.5 If the statistically and operationally significant difference in trend results is not corrected within two (2) months of the difference first being identified as statistically and operationally significant, the Dispute Resolution provision of this Interconnection Agreement shall apply without the escalation requirement.

(G)13.7.4 If a statistically and operationally significant difference has occurred in the trend results for any particular performance indicator, the Parties shall allow two (2) additional months from when the statistically significant difference is identified to correct the difference in the trend results. If a statistically and operationally significant difference in results for a particular performance indicator is corrected within two (2) months of the difference being identified, no further action, formal or informal, will be taken by either Party with respect to that difference.

(G)13.8 Delaying Events

(G)13.8.1 If a Delaying Event prevents either Party from performing a measured activity, then such measured activity shall be excluded from the performance indicator(s).

(G)13.8.2 A "Delaying Event" means:

(G)13.8.2.1 Failure by Sprint to perform any of its obligations that directly or indirectly impacts performance results; as set forth in this Agreement,

(G)13.8.2.2 Any delay, act or failure to act by an end user, agent or subcontractor of the other Party that directly or indirectly impacts performance results, or

(G)13.8.2.3 Any Force Majeure Event that directly or indirectly impacts performance results..

(G)13.9 Records Retention for Service Performance Indicators

Each Party shall maintain complete and accurate records consisting of the raw data used to calculate performance measurements (except for trouble reports) for the specified review period of its performance under this Agreement for each measured activity. Each Party shall provide such records to the other Party in a self-reporting format. Each Party shall provide such records in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information".

(G)13.10 Cost Recovery

Each Party reserves the right to recover the costs associated with the creation of the above measures, indicators, and reports through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

(G)14. Network Standards

- (G)14.1 The Parties recognize that USW services and network elements have been purchased and deployed, over time, to Bellcore/Telcordia and USW technical standards. Specification of standards is built into the USW purchasing process, whereby vendors incorporate such standards into the equipment USW purchases. USW supplements generally held industry standards with USW Technical Publications.
- (G)14.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.
- (G)14.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:
- (G)14.3.1 Switching
GR-954-CORE LIDB
GR-2863-CORE AIN
GR-1428-CORE Toll Free Service
GR-1432-CORE TCAP
GR-905-CORE ISUP
GR-1357-CORE Switched Fractional DS1
GR-1298-CORE AIN Switching System Generic Requirements
GR-1299-CORE AIN Service Control Point Adjunct Interface
Generic Requirements
TR-NWT-001284 AIN 0.1 Switching System Generic
Requirements
GR-905-CORE Common Channel Signaling Network Interface
Specification
GR-1432-CORE CCS Network Interface Specification Bellcore
TR-TSY-000540, Issue 2R2
GR-305-CORE
GR-1429-CORE
GR-2863-CORE
FR-64 LATA LSSGR
GR-334-CORE Switched Access Service
TR-NWT-000335 Voice Grade Special Access Services
TR-TSY-000529 Public LSSGR
TR-NWT-000505 LSSGR Call Processing
FR-NWT-000271 OSSGR
TR-NWT-001156 OSSGR Subsystem
SR-TSY-001171 System Reliability Analysis
- (G)14.3.2 Transport

Bellcore FR-440
TR-NWT-000499 (TSGR) Transport Systems Generic Requirements
GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance
GR-253-CORE Synchronous Optical Network Systems (SONET)
TR-NWT-000507 Transmission
TR-NWT-000776 NID for ISDN Subscriber Access
TR-INS-000342 High Capacity Digital Special Access Service
ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

(G)14.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
GR-253-CORE SONET Common Generic Criteria
TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements
TR-TSY-000673 Operations Interface for an IDLC System
GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch
TR-NWT-008 and 303
TA-TSY-000120 Subscriber Premises or Network Ground Wire
GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements
TR-NWT-000239 Indoor Telephone Network Interfaces
TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance
TR-NWT-000133 Generic Requirements for Network Inside Wiring

(G)14.4 The Parties will cooperate in the development of national standards for interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for interconnection network elements, USW has developed its own standards for some network elements, including:

USW Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines -
#77390 [Add reference to #77342, 77350, 77367, 77351, 77386, 77355,
77390, 77389C.] [E. Peters to get names of these tech publications]

- (G)14.5 USW Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for USW Technical Publications, contact:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, CO 80011
800-777-3672
Fax – 303-340-1905

PART H - RATES

SECTION 5 - RATES AND CHARGES GENERAL PROVISIONS

- 5.1. For Interconnection, Resold Services and Unbundled Network Elements, Sprint and U S WEST agree to use state-specified permanent rates where established, or where no state-specified permanent rate exists, Sprint agrees to use the state-specified interim rates where established. Where no state-specified permanent or interim rates exist, Sprint agrees to use the lowest ordered and approved rates as interim rates until such time as the state Commission issues an order in a generic proceeding or arbitration, implementing approved rates, whether those approved rates are interim or final. Upon issuance of such an order, U S WEST will move Sprint to such approved rates for those states and, where required by the commission, true up the amounts charged to that point. If either interim, permanent or approved arbitrated rates are later modified, if required by the commission an additional true up, will occur. For purposes of this agreement, "Rates" include rate structure. Rates for services described herein shall be documented in this section of this agreement.
- 5.2. Sections of this Agreement referring to TELRIC are agreements in principle on their use of TELRIC. References to TELRIC in this agreement include the condition that the parties do not necessarily agree to a specific TELRIC methodology. The Parties agree to utilize the specific methodology that is ultimately ordered by the arbitrators/regulators.
- 5.3. U S WEST will not charge Sprint any non-recurring charges incurred as a result of U S WEST implementing network redesigns/reconfigurations or electronic system redesign/reconfigurations solely initiated by U S WEST to its own network or systems. However, any redesign or reconfiguration expenses required by a regulatory body may be recovered by USW as permitted by a regulatory body on a non-discriminatory basis.
- 5.4. The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff. For the purposes of this paragraph, Unbundled Elements as defined in this agreement and the Act are not considered as resold services.
- 5.5. All Individual Case Basis (ICB), or Time and Material based charges will be accompanied by sufficient documentation to verify charges when billed.
- 5.6. The Following Section is Applicable for the State of UTAH Only (UTAH Order, p. 3) The Division of Public Utilities' Avoided Cost Study will be used to establish interim wholesale discounts for resale services. Interim prices for unbundled network elements will be based on U S WEST's TELRIC, modified to reflect the Commission's prescribed depreciation rates and cost of capital. Rates for unbundled network elements, reciprocal compensation, and avoided cost wholesale discounts are interim and subject to surcharge or refund based upon future determinations to be made in Docket 94-999-

01.

- 5.7 The parties will work cooperatively to maintain the current and correct rate schedules resulting in a signed rate sheet reflecting the new rates.
- 5.8 If a provision references prices and there are no corresponding prices already set forth in this section for such item, such price shall be considered “To Be Determined” (“TBD”). With respect to all TBD prices, prior to Sprint ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established. Provided, however, that if the Parties are unable to agree on what is the nearest analogous item for purposes of setting an interim price or if there is no such analogous item, the Parties shall follow the dispute resolution provision for purposes of establishing an interim price in accordance with the procedures set forth in this agreement. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by Sprint to US WEST, or any overpayment refunded by US WEST to Sprint, within forty-five (45) days after the establishment of the price by the Commission.
- 5.11 Rates Sheets
- Under development

PART I - SIGNATURE

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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

SPRINT Communications Company L.P.

U S WEST Communications, Inc.

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date