

**EXHIBIT ALL-8**



**MASTER INTERCONNECTION AND COLLOCATION AGREEMENT  
FOR THE STATE OF WASHINGTON**

*May 5, 2005*

*Comcast Phone of Washington, LLC. d/b/a Comcast Digital Phone*

*and*

*United Telephone Company of the Northwest*

ALI database on a timely basis.

70.1.4.4. Sprint and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Sprint shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format.

70.1.4.5. CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to Sprint.

70.1.4.6. CLEC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from CLEC. If Sprint detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) business days from when it was provided to Sprint. CLEC shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

70.1.4.7. Sprint agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.

## 70.2. Directory Listings Service Requests

70.2.1. These requirements pertain to Sprint's Listings Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in Directory Listings databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.

70.2.2. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.

70.2.3. Sprint will provide to CLEC the ability to maintain directory listings when CLEC ports a number or provides a new directory listing.

70.2.3.1. To ensure accurate order processing, Sprint or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:

70.2.3.1.1. A matrix of NXX to central office;

70.2.3.1.2. Geographical maps if available of Sprint service area;

70.2.3.1.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;

70.2.3.1.4. Listing format rules;

70.2.3.1.5. Standard abbreviations acceptable for use in listings and addresses;

70.2.3.1.6. Titles and designations; and

70.2.3.1.7. A list of all available directories and their Business Office close dates

70.2.4. Based on changes submitted by CLEC, Sprint shall update and maintain directory listings data for CLEC subscribers who:

70.2.4.1. Disconnect Service;

70.2.4.2. Change CLEC;

70.2.4.3. Install Service;

70.2.4.4. Change any service which affects DA information;

70.2.4.5. Specify Non-Solicitation; and

70.2.4.6. Are Non-Published, Non-Listed, or Listed.

70.2.5. Sprint shall not charge for storage of CLEC subscriber information in the DL systems.

70.2.6. CLEC shall not charge for storage of Sprint subscriber information in the DL systems.

70.3. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory

distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Sprint.

70.3.1. This Section 70.3 pertains to listings requirements published in the traditional white pages.

70.3.2. Sprint shall include in its master subscriber system database all white pages listing information for CLEC subscribers in Sprint territories where CLEC is providing local telephone exchange services and has submitted a DSR.

70.3.3. Sprint agrees to include one basic White pages listing for each CLEC customer located within the geographic scope of its White Page directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Sprint and other LEC customers.

70.3.4. CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide CLEC with the appropriate format for provision of CLEC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

70.3.5. Sprint agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.

70.3.6. CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.

70.3.7. In addition to a basic White Pages listing, Sprint

will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.

70.3.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.

70.3.9. Sprint agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

70.3.10. Sprint will accord CLEC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and CLEC will not be deemed a violation of this confidentiality provision.

70.3.11. Sprint will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Sprint refrain from doing so. Sprint and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. Any payments due to CLEC for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The parties acknowledge that the release of CLEC's customer listing to Sprint's directory publisher will not constitute the sale or

license of CLEC's customer listing information causing any payment obligation to arise pursuant to this Section 70.3.11.

70.4. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this Section 70.4. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this Section 70.4 are not binding upon Sprint's directory publisher.

70.4.1. Sprint's directory publisher will negotiate with CLEC concerning the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.

70.4.2. Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.

70.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.

70.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 70.3.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

70.4.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

70.5. Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone

numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

## 70.6. Systems Interfaces and Exchanges

### 70.6.1. Directory Assistance Data Information Exchanges and Interfaces

#### 70.6.1.1. Subscriber List Information

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

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

## 70.7. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the



published street directory.

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