



James B. Wright
Senior Attorney

14111 Capital Boulevard
Wake Forest, NC 27587-5900
Mailstop NCWKFR0313
Voice 919 554 7587
Fax 919 554 7913
james.b.wright@mail.sprint.com

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March 19, 2002

OFFICE OF THE
EXECUTIVE SECRETARY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

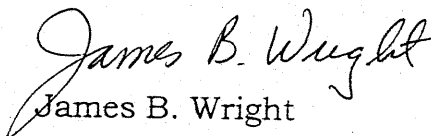
Re: *Petition for approval of Interconnection Agreement between United Telephone-Southeast, Inc. and KMC Telecom Holdings, Inc.*
Docket No. 02-00194

Dear Mr. Waddell:

Enclosed for filing in the above referenced case are an original and thirteen copies of the Joint Supplemental Petition of United Telephone-Southeast, Inc. (United) and KMC Telecom Holdings, Inc d/b/a KMC III and KMC Telecom V, Inc. (KMC) for approval of an Interconnection Agreement between United and KMC.

The purpose of this filing is to supplement the original filing to include all of the documents that comprise the Interconnection Agreement between the parties. Please contact Scott Kassman of KMC or me if you have any questions.

Sincerely,


James B. Wright

JBW:sm

Enclosures

cc: Scott Kassman, KMC (with enclosure)
Jon Wike, TRA
Tom Grimaldi
John Clayton

POSTED
3/22/02

TENNESSEE REGULATORY AUTHORITY

IN RE: Petition for Approval of an)
Interconnection Agreement Negotiated) Docket No. 01-00964
between United Telephone-Southeast,)
Inc. and KMC.)

SUPPLEMENTAL PETITION

United Telephone-Southeast, Inc. ("United") and KMC Telecom Holdings, Inc. d/b/a KMC Telecom III, Inc. and KMC Telecom V, Inc. ("KMC"). hereby jointly file this request to supplement the February 20, 2002 petition filed in this docket which seeks approval of an interconnection agreement. The Parties wish to supplement the original filing and place on file all of the documents which comprise the interconnection agreement. The parties ask the Tennessee Regulatory Authority to approve the interconnection agreement which consists of the following documents.

1. Letter dated March 1, 2002 from William E. Cheek of United to Mr. Michael Duke of KMC (See Exhibit A). This letter extends the effectiveness of the interconnection agreements described below through July 30, 2002.
2. Master Network Interconnection and Resale Agreement dated September 29, 2000 negotiated between United and KMC, together with Amendments 1 and 2 (See Exhibit B). This agreement adopted the interconnection agreement entered into between United and Hyperion Communications of Tennessee, L.P. described in paragraph 3 below.

3. Master Network Interconnection and Resale Agreement dated November 17, 1999 between United and Hyperion Communications of Tennessee, L.P. (See Exhibit C). This agreement was approved by the Tennessee Regulatory Authority by order dated March 29, 2000 in Docket No. 99-00987. This agreement adopted the interconnection agreement entered into between United and AVR, L.P. described in paragraph 4 below.
4. Master Network Interconnection and Resale Agreement dated April 21, 1999 between United and AVR, L.P d/b/a Hyperion of Tennessee, L.P. (See Exhibit D). This agreement was approved by the Tennessee Regulatory Authority by order dated August 24, 1999 in Docket No. 99-00521.

The Parties respectfully request that the Tennessee Regulatory Authority approve the Interconnection Agreement negotiated between these parties.

Respectfully submitted,

United Telephone-Southeast, Inc.

By: James B. Wright
James B. Wright

KMC Telecom Holdings, Inc.

By: Scott A. Kassman
Scott A. Kassman

This ____ day of March, 2002

EXHIBIT A

To

UTSE / KMC
Joint Supplemental Petition
Dated March 19, 2002



March 1, 2002

Mr. Michael Duke
Director, Government Affairs
KMC III, Inc.
1755 North Brown Road
Lawrenceville, GA 30043

Dear Mr. Duke:

In reviewing the information contained in KMC's petition filed last week with the Tennessee Regulatory Authority, it has come to our attention that the Interconnection Agreement between KMC and Sprint in Tennessee is expired. Further, the agreement underlying KMC's opt in is also expired.

This expired Interconnection Agreement contained language in Part B, 4. Post Termination Interim Service Arrangements, Paragraphs 4.1 through 4.1.3 addressing Post-Termination Services. None of the three criteria spelled out in that section have been met, but in order to prevent disconnecting services to KMC, Sprint offers to continue providing services under the terms of the expired agreement until July 31, 2002. In the event KMC and Sprint have not implemented a new agreement or concluded an arbitration proceeding by July 21, 2002 Sprint will discontinue providing services under the expired agreement unless KMC agrees to be bound by the terms and conditions contained in Sprint's then-current standard template Interconnection Agreement.

If KMC wishes to continue service pursuant to the terms of the expired Interconnection Agreement, please indicate so by signing the three letters and returning two of them to Jeff Caswell at Sprint, 6480 Sprint Parkway, Overland Park, KS 66251, Mailstop KSOPHM0310-3A300. We will retain one originally signed letter for our files and file the second one with the Tennessee Regulatory Authority.

Michael P. Duke

For KMC: Michael P. Duke

Title: Director - Government Affairs

Date: MARCH 10, 2002

WEC/le

pc: Marva Brown-Johnson
KMC Telecom
1755 N. Brown Road
Lawrenceville, GA 30043

John Clayton
Tom Grimaldi
Jeff Caswell
Jim Wright

William E. Cheek
President
Wholesale Markets

RECEIVED
MAR 15 2002
Local Telecommunications Division
6480 Sprint Parkway
Overland Park, KS 66251
KSOPHM0316-3B925
Voice 913 315 8026
Fax 913 315 0627
Bill.Cheek@mail.sprint.com

John M. Clayton for William E. Cheek

For Sprint: William E. Cheek

Title: President - Wholesale Markets

Date: March 1, 2002

Genevieve Morelli
Counsel to KMC Telecom V, Inc.
Kelley, Drye & Warren, LLP
1200 19th Street, NW
Washington, DC 20036

EXHIBIT B

To

UTSE / KMC
Joint Supplemental Petition
Dated March 19, 2002

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between KMC Telecom III, Inc. "KMC" ("CLEC") and United Telephone-Southeast, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this 29th day of September, 2000 for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Tennessee entered into by and between United Telephone-Southeast, Incorporated ("Sprint") and Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") including any amendments entered into as of the date hereof, amended as follows:

TERM:

This agreement shall be in force until April 20, 2001.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §51.505(b)(1) and 51.609. The Eighth Circuit Decision affects certain provisions of the Adopted Agreement, including many of the rates and the wholesale discount(s) contained in the Adopted Agreement.

Pursuant to the Adopted Agreement, either Party may require that the affected provisions of the Adopted Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. Since the Agreement consists of the same terms as the Adopted Agreement, the Parties hereto acknowledge that the rates and terms in the Agreement that are likewise affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

NOTICES:

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

To KMC: Charlene H. Keys
 Vice President – Carrier Management
 KMC Telecom Holdings
 1755 North Brown Road
 Lawrenceville, GA 30043

To Sprint: Director – Local Carrier Services
 Sprint
 6480 Sprint Parkway
 Mailstop: KSOPHM0310-3A453
 Overland Park, KS 66251

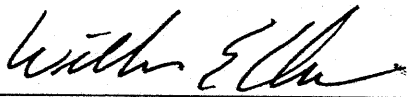
PARTIES

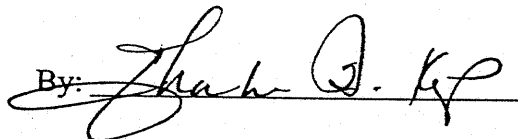
KMC Telecom II, Inc. "KMC" is hereby substituted in the Adopted Agreement for Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") and United Telephone-Southeast, Incorporated ("Sprint") shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

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

SPRINT

KMC Telecom III, Inc.

By: 

By: 

Name: William E. Cheek

Name: Charlene H. Keys

Title: VP-Sales & Account Mgmt

Title: Vice President-Carrier Mgmt

Date: 3/26/01

Date: Feb. 7, 2001

**AMENDMENT NO. 1 TO THE
NETWORK INTERCONNECTION AND RESALE AGREEMENT**

BETWEEN

UNITED TELEPHONE-SOUTHEAST, INCORPORATED

AND

**KMC TELECOM III, INC.
KMC TELECOM V, INC.**

This Amendment No. 1 to the Network Interconnection and Resale Agreement dated September 29, 2000 ("Agreement") is entered into and effective October 4, 2000 ("Effective Date") is between KMC Telecom III, Inc. and KMC Telecom V, Inc. (collectively "KMC") (here in referred to as "CLEC"), and United Telephone-Southeast, Incorporated ("Sprint"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

1. BACKGROUND

- 1.1. Sprint and CLEC entered into the Agreement on September 29, 2000
- 1.2. Previous amendments to the Agreement are as follows:
None
- 1.3. Sprint and CLEC Agree to modify the Agreement as set forth in this Amendment No. 1.

In consideration of the promises and agreements contained in this Amendment, the parties agree as follows:

2. CONDITIONS

- 2.1. On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in *Iowa Utilities Board v. FCC, Case No. 96-3321* relating to, among other things, the costing/pricing rules and the combining UNE rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996) (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) (the "Eighth Circuit Decision"). The Eighth Circuit Decision specifically vacated FCC rules 47 CFR §§51.505(b)(1) and 51.609. The Eighth Circuit Decision is/will be effective upon issuance of a Mandate. The Eighth Circuit Decision affects certain provisions of the Agreement,

including many of the rates and/or the wholesale discount(s) contained in the Agreement.

- 2.2. Pursuant to the Agreement, either Party may require that the affected provisions of the Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, such changes to be effective as of the effective date of the Eighth Circuit Decision. The rates and terms currently in the Agreement that are affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

3. DEFINITIONS

- 3.1. Definitions of the Agreement will be amended to include the following:

3.1.1. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.

3.1.2. "High Frequency Spectrum Unbundled Network Element" ("HFS UNE") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.

3.1.3. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:

3.1.3.1.1. Composition of the loop material, i.e. fiber optics, copper;

3.1.3.1.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:

3.1.3.1.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;

3.1.3.1.2.2. Feeder/distribution interfaces;

3.1.3.1.2.3. Bridge taps;

3.1.3.1.2.4. Load coils;

3.1.3.1.2.5. Pair gain devices; or

3.1.3.1.2.6. Disturbers in the same or adjacent binders.

3.1.3.1.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;

3.1.3.1.4. Wire gauge or gauges; and

3.1.3.1.5. Electrical parameters.

3.1.4. A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.

3.1.5. "xDSL" refers to a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

4. NETWORK ELEMENTS

4.1. The Network Elements of the Agreement are hereby deleted and replaced with Exhibit A, as attached hereto.

5. RATES

5.1. The Agreement is hereby amended to include the following rates, attached hereto as Exhibit B.

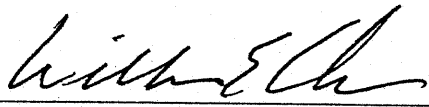
6. GENERAL

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

- 6.2. This Amendment No. 1 executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Amendment No. 1 to be executed by its duly authorized representatives.

"Sprint"

By: 
Name (typed): William E. Cheek
Title: Vice President- Sales and Account Management
Date: 10/19/00

"CLEC"

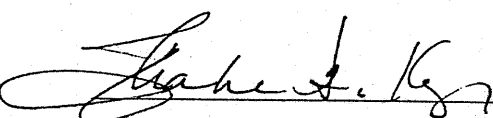
By: 
Name: Charlene H. Keys
Title: Vice President – Carrier Management
Date: 10/4/00

EXHIBIT A

NETWORK ELEMENTS

1. GENERAL

- 1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs") such that CLEC will be able to subscribe to and interconnect to whichever of these unbundled elements CLEC requires for the purpose of providing local telephone service to its end users. CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Attachment I or agreed to by the Parties. It is CLEC's obligation to combine Sprint-provided UNEs with any facilities and services that CLEC may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in the Agreement.

2. UNBUNDLED NETWORK ELEMENTS

- 2.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunication Services to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of the Agreement. UNEs include:
 - 2.1.1. Network Interface Device ("NID")
 - 2.1.2. Local Loop
 - 2.1.3. Sub Loop
 - 2.1.4. Switching Capability (Except for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas where Sprint provides non-discriminatory access to the enhanced extended link.)
 - 2.1.4.1. Local Switching
 - 2.1.4.2. Tandem Switching
 - 2.1.5. Interoffice Transport Facilities

2.1.5.1. Common

2.1.5.2. Dedicated

2.1.5.3. Dark Fiber

2.1.6. Signaling Networks & Call Related Databases

2.1.7. Operations Support Systems

2.1.8. Operator Services & Directory Assistance

2.2. CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party.

2.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.

3. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING

3.1. Each Party shall promptly consider and analyze access to categories of UNE not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The UNE Bona Fide Request process set forth herein does not apply to these services requested pursuant to FCC Rule § 51.319, as amended.

3.2. A UNE Bona Fide Request shall be submitted in writing on the Sprint LTD Standard BFR Form and shall include a technical description of each requested UNE.

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

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

3.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm that the receiving Party

will offer access to the UNE or will provide a detailed explanation that access to the UNE does not qualify as a UNE that is required to be provided under the Act.

- 3.6. Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.
- 3.7. The receiving Party shall promptly proceed with the UNE Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 3.8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a UNE Bona Fide Request Quote which will include, at a minimum, a description of each UNE, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) days of its receipt of the UNE Bona Fide Request Quote, the requesting Party must either confirm, in writing, its order for the UNE Bona Fide Request pursuant to the UNE Bona Fide Request Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in this Agreement.
- 3.10. If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in this Agreement.

4. NETWORK INTERFACE DEVICE

- 4.1. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 4.2. The function of the NID is to establish the network demarcation point between a carrier (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.

- 4.3. CLEC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, CLEC may request them pursuant to process detailed in Article 3 herein.
- 4.4. Sprint will provide CLEC with information that will enable their technician to locate end-user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Attachment I will apply.
- 4.5. Sprint will not provide specialized (Sprint non-standard) NIDS.
- 4.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and/or cross connect to CLEC's NID and shall maintain a connection to ground that meets applicable industry standards. Each party shall ground its NID independently of the other party's NID.

5. LOOP

- 5.1. The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as DSLAMS) owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises. Terms and conditions for the provision of dark fiber are set forth in Section 12 of this Amendment. The demarcation point is that point on the loop where the telephone company's control of the facility ceases, and the End User Customer's control of the facility begins. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops.
- 5.2. Conditioned Loops. Sprint will condition loops at CLEC's request. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Attachment I. Conditioning charges apply to all loops irrespective of the length of the loop.
- 5.3. At CLEC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic

Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.

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

5.3.2. Cooperative testing will be provided by Sprint at CLEC's expense. Sprint technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not respond within 5 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.

5.3.3. Sprint will charge CLEC at the rates set out on Attachment 1, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network.

5.4. Voice Grade Loop Capabilities

5.4.1. Voice grade loops are analog loops that facilitate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the CLEC's customer's premises. CLEC shall not install equipment on analog loops that exceeds the specified bandwidth.

5.4.2. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at CLEC's request and option, to provide an unbundled voice grade loop. Alternative arrangement may include copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.

5.4.3. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.

5.5. Non-Voice Grade Loops

5.5.1. Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires CLEC to provide in writing (via the service order) the spectrum management class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop, so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements. CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management. If CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a

service order). On non-voice grade loops, both standard and non-standard, Sprint will only provide electrical continuity and line balance.

- 5.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in this Agreement.
- 5.5.3. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities and necessary equipment are available, Sprint will make alternative arrangements available to CLEC at CLEC's request, to provide an unbundled voice grade loop. Alternative arrangements may include existing copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.
- 5.5.4. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
- 5.5.5. CLEC will submit a BFR for non-voice grade loops that are not currently price listed.
- 5.5.6. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 5.5.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:

5.5.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

5.5.7.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.

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

5.5.7.4. As an alternative to 5.5.7.1 CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.

5.6. Non-Standard Non-Voice Grade Loops

5.6.1. If CLEC requests a xDSL loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Non-Voice Grade Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 5.5 are applicable.

5.7. Adherence to National Industry Standards

5.7.1. In providing advanced service loop technology, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

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

- 5.7.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
- 5.7.2.2. Is approved by an industry standards body, the FCC, or any state commission or;
- 5.7.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 5.7.2.3, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 5.7.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 5.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.7, the degraded service shall not prevail against the newly deployed technology.
- 5.7.5. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 5.7.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within 60 days of the standard being adopted.
- 5.8. Information to be Provided for Deployment of Advanced Services.

- 5.8.1. In connection with the provision of advanced services, Sprint shall provide to CLEC:
 - 5.8.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;
 - 5.8.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and
 - 5.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.
- 5.8.2. In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:
 - 5.8.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
 - 5.8.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);
 - 5.8.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.
- 5.8.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

6. SUBLOOPS

- 6.1. Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault or at the MDF.

- 6.2. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within.
- 6.3. Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the BFR process as set forth in Section 3 of this Amendment. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.
- 6.4. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

7. LOCAL SWITCHING

- 7.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), CLEC presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Since Sprint will offer EELs, Sprint is not required to provide local switching under this Article for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.
- 7.2. Sprint will provide customized routing at CLEC's request where technically feasible. Customized routing enables the CLEC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the CLEC to route their customer's operator handled traffic to a different provider. CLEC requests

will be processed through the BFR process. Pricing will be on a time and materials basis.

7.3. Technical Requirements

7.3.1. Sprint shall provide its standard recorded announcements (as designated by CLEC) and call progress tones to alert callers of call progress and disposition. CLEC will use the BFR process for unique announcements.

7.3.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to CLEC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by CLEC.

7.3.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.

7.3.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.

7.4. Interface Requirements. Sprint shall provide the following interfaces:

7.4.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.4.2. Coin phone signaling;

7.4.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

7.4.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

7.4.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and

7.4.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems).

7.5. Sprint shall provide access to interfaces, including but not limited to:

7.5.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by CLEC;

- 7.5.2. Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 7.5.3. Interface to CLEC directory assistance services through the CLEC switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

8. TANDEM SWITCHING

- 8.1. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLEC, Sprint, independent telephone companies, IXCs and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.
- 8.2. Technical Requirements
 - 8.2.1. The requirement for Tandem Switching include, but are not limited to, the following:
 - 8.2.1.1. Interconnection to Sprint tandem(s) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
 - 8.2.1.2. Interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers which are connected to that tandem.
 - 8.2.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices.
 - 8.2.2. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 8.2.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by CLEC.
 - 8.2.4. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at Parity with controls being provided or imposed on Sprint traffic

(e.g., Sprint shall not block CLEC traffic and leave its traffic unaffected or less affected).

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

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

8.3. Interface Requirements

8.3.1. Direct trunks will be utilized for interconnection to Sprint Tandems, excluding transit traffic via common trunks as may be required under the Act.

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

9. TRANSPORT

9.1. Shared Transport. Sprint will offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared Transport is shared between multiple carriers and must be switched at a tandem. Shared transport is defined as transmission facilities shared by more than one carrier, including Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.

9.1.1. Sprint may provide Shared Transport at DS-0, DS-1, DS-3, STS-1 or higher transmission bit rate circuits.

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

9.2. Dedicated Transport. Sprint will offer unbundled access to dedicated interoffice transmission facilities, or transport, including dark fiber. Terms and conditions for providing dark fiber are set forth in Section 12. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers owned by Sprint or requesting telecommunications carriers, or between switches owned by Sprint or requesting telecommunications carriers.

9.2.1. Technical Requirements

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

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

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

10. SIGNALING SYSTEMS AND DATABASES

10.1. Sprint will offer unbundled access to signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. The signaling network element includes, but is not limited to, signaling links and STPs. Sprint will offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment.

10.2. Signaling Systems

10.2.1. Signaling Link Transport

10.2.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.

10.2.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

10.2.2. Signaling Transfer Points (STPs)

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

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

10.2.3.1. Sprint Local Switching or Tandem Switching;

10.2.3.2. Sprint Service Control Points/Databases;

10.2.3.3. Third-party local or Tandem Switching systems; and

10.2.3.4. Third party provides STPs.

10.2.4. Interface Requirements. Sprint shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:

10.2.4.1. An A-link interface from CLEC local switching systems; and

10.2.4.2. B- or D-link interface from CLEC STPs.

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

10.2.4.3.1. An A-link layer shall consist of two links,

10.2.4.3.2. A B- or D-link layer shall consist of four links,

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

10.3. Line Information Database (LIDB)

10.3.1. The LDB is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements, or CLEC's network, and provides appropriate responses. The query originator need not be the owner

of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LDB functionality is the interface between the Sprint CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

10.3.2. Technical Requirements

- 10.3.2.1. Prior to the availability of Local Number Portability, Sprint shall enable CLEC to store in Sprint's LIDB any subscriber Line Number of Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by CLEC.
- 10.3.2.2. Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate agreement with CLEC, shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.
- 10.3.2.3. Sprint shall perform the following LIDB functions for CLEC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.
- 10.3.2.4. Sprint shall process CLEC's subscribers records in LIDB at Parity with Sprint subscriber records, with respect to other LIDB functions Sprint shall indicate to CLEC what additional functions (if any) are performed by LIDB in their network.
- 10.3.2.5. Sprint shall perform backup and recovery of all of CLEC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

10.4. Toll Free Number Database

10.4.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features during call setup in response to queries from STPs. Sprint, under the terms of a separate agreement with CLEC, shall provide the Toll Free Number Database in accordance with the following:

10.4.1.1. Technical Requirements

10.4.1.1.1. Sprint shall make the Sprint Toll Free Number Database available for CLEC to query, from CLEC's designated switch including Sprint unbundled local switching with a toll-free number and originating information.

10.4.1.1.2. The Toll Free Number Database shall return CLEC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

10.4.1.2. Interface Requirements. The signaling interface between the CLEC or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface.

11. OPERATIONS SUPPORT SYSTEMS (OSS)

11.1. Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services. The prices for loop qualification information are included in the Agreement.

12. DARK FIBER

12.1. General Rules and Definition

12.1.1. Dark fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. It is fiber optic cable that connects two points within Sprint's network that has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services.

- 12.1.2. Sprint will unbundle dark fiber for the dedicated transport, loop and sub-loop network elements. Dark fiber is not a separate network element, but a subset of dedicated transport, loop and subloop network elements. Any rules and guidelines for these network elements, including accessibility, will apply to dark fiber.

12.2. Fiber Availability

- 12.2.1. Spare fibers in a sheath are not considered available if Sprint has an established project to put the fiber in use within the current year and the following year.
- 12.2.2. Sprint will also reserve a reasonable amount of spare capacity in each fiber sheath to facilitate maintenance and rearrangements and changes. A minimum of four fibers in each sheath will be reserved for this purpose.
- 12.2.3. Dark fiber will be leased on a first come first served basis.
- 12.2.4. CLECs can reserve fiber by submitting orders and paying for it. A CLEC may lease from two fibers up to 25% of the available fibers in a sheath. CLEC leased fiber is subject to the take-back provisions listed below.
- 12.2.5. Sprint will not restrict the use of leased dark fiber.

12.3. Interconnection Arrangements

- 12.3.1. Rules for gaining access to unbundled network elements apply to dark fiber. CLEC must establish a point of interconnection (POI) to gain access. Virtual and physical collocation arrangements would normally be used by CLEC to locate the optical electronic equipment necessary to "light" leased dark fiber.
- 12.3.2. The CLEC that requests dark fiber must be able to connect to the Sprint fiber by means of fiber patch panel. The CLEC fiber patch panel must meet the requirements of using the same optical cross connects that Sprint uses for its fiber patch panel.
- 12.3.3. Dark fiber will be provided in the following four manners:
 - 12.3.3.1. Dark fiber transport will be between two Sprint fiber patch panels (FPP) in two separate Sprint offices. CLEC will establish a FPP POI in each office. Sprint and CLEC FPP will be connected via fiber patch cords.
 - 12.3.3.2. Dark fiber feeder will be between two Sprint FPPs, one located in a Sprint central office and one at a remote location, such as a digital loop carrier. CLEC will establish a FPP POI in the Sprint central office which will be connected to the Sprint FPP via a fiber patch

cord. CLEC will establish a POI at the remote site and order a collocation or interconnection arrangement at Sprint's FPP. A fiber "pigtail" will connect the virtual appearance on Sprint's FPP and the CLEC POI.

12.3.3.3. Dark fiber distribution is between a Sprint FPP located outside a Sprint central office (e.g., remote site) and a FPP located at a customer premises. CLEC must establish a POI in the Sprint remote site as described above and is responsible for providing facilities on the customer's premises.

12.3.3.4. Dark fiber loop is between a Sprint FPP located in a Sprint central office and a FPP located at a customer's premises. CLEC must establish a POI in the Sprint central office and is responsible for providing facilities on the customer's premises.

12.4. Rules for Take Back

12.4.1. Sprint can take back dark fiber to meet its carrier of last resort obligations.

12.4.2. Sprint will provide CLEC 12 months written notice prior to taking back fiber.

12.4.3. If multiple CLECs have leased fiber within a single sheath, Sprint will use the following criteria for taking back fiber.

12.4.3.1. Leased fibers not in use will be taken back first. Leased fibers not in use for the longest period of time will be taken back first.

12.4.3.2. Leased fibers with the lowest capacity will be taken back next. For example, fibers with an OC-3 system will be taken back before those with OC-12 electronics. Those leased for the shortest period will be taken back first.

12.4.4. The Dispute Resolution Procedures found in this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

12.5. Ordering Procedure

12.5.1. CLEC will submit orders for dark fiber via the local service request (LSR) process. Specific ordering instructions and procedures for determining the location of Sprint fiber are outlined in the Joint Operations Plan. Charges will apply for pre-order inquiries.

12.5.2. Sprint will review the request for availability and will respond to a CLEC within 30 days regarding the acceptance or rejection of the order. If the order is accepted, the response will provide the planned installation date.

12.5.3. The order will be completed if dark fiber is available.

12.5.4. An explanation will accompany any rejection to a CLEC.

12.5.5. CLEC will follow the Dispute Resolution Process outlined in this Agreement if they wish to contest the rejection.

12.6. Maintenance and Testing

12.6.1. Each carrier is responsible for maintaining the facilities that it owns.

12.6.2. Sprint tests fiber at the time of original installation and will not test it again until an interconnection is established. CLEC will conduct the end-to-end test in conjunction with dark fiber splicing.

12.6.3. Cooperative testing is available at CLEC's request. Additional rates and charges will apply.

12.7. Rates and Charges

12.7.1. The rates and charges for dark fiber will be developed as part of the BFR process as set forth in Section 3 of this Amendment.

12.7.2. Special construction charges may apply to accommodate a CLEC requested arrangement.

13. LOOP FREQUENCY UNBUNDLING

13.1. General Terms

13.1.1. Sprint shall make available as a separate unbundled network element the HFS UNE for line sharing by CLEC. Prices for each of the separate components offered in association with the HFS UNE are reflected in Exhibit B to this Amendment unless otherwise noted.

13.1.2. Pursuant to FCC rules and orders as applicable under the provisions of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible terminal in the outside loop plant, subject to the execution by CLEC of a collocation agreement and the availability of space.

13.1.3. Sprint shall make the HFS UNE available to CLEC in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.

13.1.3.1. Sprint's HFS UNE unbundling obligation does not apply where copper facilities do not exist.

13.1.3.2. When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Attachment 1 at CLEC's expense.

13.1.4. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

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

13.1.6. Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE Non-Voice Grade loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates; provided that:

13.1.6.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and

13.1.6.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand alone unbundled non-voice grade loop as specified in the Amendment (excluding conditioning charges).

13.1.7. If facilities do not exist and the End User being served by CLEC via HFS UNE has its Sprint-provided analog circuit-switched voice band service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates, Sprint will continue to allow the provision of advanced services by CLEC over the copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to CLEC prior to disconnection.

13.1.8. Sprint will offer as a UNE or a combination of UNEs, line sharing over fiber fed loops, including loops behind DLCs, under the following conditions:

13.1.8.1. Sprint must first have deployed the applicable technology in the Sprint Network and be providing service to its End Users over such facilities employing the technology;

13.1.8.2. There must be a finding that the provision of High Frequency Spectrum Network Element in this fashion is technically feasible and, to the extent that other UNEs are involved in the provision of such service, that the combination of such elements as are necessary to provide the service is required under the Act.

13.1.8.3. The pricing as set forth in the Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.

13.1.8. The pricing as set forth in this Agreement would not apply to the provision of such services and appropriate pricing would have to

be developed, as well as operational issues associated with the provision of the service.

13.2. Information to be Provided

13.2.1. In connection with the provision of HFS UNE, Sprint shall provide to CLEC:

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

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

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

13.2.2. In connection with the provision of HFS UNE, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

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

13.2.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);

13.2.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.

13.2.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

13.3. Conditioning, Testing, Maintenance

- 13.3.1. Sprint will condition loops at the request of CLEC. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Attachment 1. Conditioning charges apply to all loops irrespective of the length of the loop. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.
- 13.3.2. If Sprint declines a CLEC request to condition a loop and Sprint is unable to satisfy CLEC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voiceband services.
- 13.3.3. If CLEC requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Exhibit B to the Agreement. Non-standard non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in this Agreement are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-standard (over 18 kft), Sprint will provide electrical continuity and line balance.
- 13.3.4. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects the CLEC to deploy the testing capability for its own specialized services. If CLEC requests testing other than basic installation testing as indicated above, Sprint and CLEC will negotiate terms and charges for such testing.
- 13.3.5. In the event both Sprint's analog circuit-switched voice services and the CLEC's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to the CLEC. Any additional maintenance of service conducted at CLEC's request by Sprint on behalf of the CLEC solely for the benefit of the CLEC's

services will be paid for by CLEC at prices negotiated by Sprint and CLEC.

13.4. Deployment and Interference

13.4.1. In providing services utilizing the high frequency spectrum network element, sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.

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

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

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

13.4.3.2. Is approved by an industry standards body, the FCC, or any state commission or;

13.4.3.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

13.5. If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the CLEC and give them a

reasonable opportunity to correct the problem. CLEC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and the CLEC are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the CLECs technology is the cause of the interference, the CLEC will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

- 13.6. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 13.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.7, the degraded service shall not prevail against the newly deployed technology.
- 13.8. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 13.9. Splitters
 - 13.9.1. In providing access to the High Frequency Spectrum Network Element, CLEC will purchase, install and maintain the splitter in their caged or cageless collocation space, unless Sprint and CLEC negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from the CLEC DSLAM (Sprint analog voice input to the splitter and combined analog voice/data output from the splitter) will be cabled out to the Sprint distribution frame for cross connection with jumpers. Prices for these services are reflected in Attachment 1. Sprint will provide and, if requested, install the cabling from the CLEC collocation area to Sprint's distribution frame and be reimbursed, as applicable, per the normal collocation process, except that no charges shall apply for any reassignment of carrier facilities ("CFA") or reduction of existing facilities. CLEC will make all cable connections to their equipment.

14. FORECAST

- 14.1. CLEC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for Voice Grade Loops (including Subloops), Non-Voice Grade Loops (including Subloops), and HFS UNEs. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by CLEC that will affect the demand. Forecast information shall be subject to the confidentiality provisions of this Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within Sprint except as required for such purposes. Under no circumstances shall CLEC specific forecast information be disclosed to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.
- 14.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.
- 14.3. Each Party shall provide a specified point of contact for planning purposes.

15. INDEMNIFICATION

- 15.1. Each Party, whether a CLEC or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.
- 15.2. For any technology, CLEC represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plan, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm.

16. LOOP MAKE-UP INFORMATION

- 16.1. To the extent technically feasible, CLEC will be given access to Loop Qualification and OSS interfaces that Sprint is providing any other CLEC and/or Sprint or its affiliates. Sprint shall make available this Loop Qualification in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Qualification are set forth in the Agreement.
- 16.2. Subject to 16.1 above, Sprint's Loop Qualification will provide response to CLEC queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.
- 16.3. Information provided to the CLEC will not be filtered or digested in a manner that it would affect the CLECs ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.
- 16.4. Sprint shall provide Loop Qualification based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Qualification requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.
- 16.5. Errors identified in validation of the Loop Qualification inquiry order will be passed back to the CLEC.
- 16.6. Sprint may provide the requested Loop Qualification information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. – fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Qualification information.
- 16.7. If CLEC does not order Loop Qualification prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:
 - 16.7.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
 - 16.7.2. If Sprint undertakes Loop Qualification activity to determine the reason for such failure, CLEC will be charged a Loop Qualification Charge; and

16.7.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Attachment 1 pursuant to Section 5.2 of this Amendment.

EXHIBIT B

RESALE DISCOUNTS

Other than Operator/DA	12.70%
Op Assist/DA	12.70%

USAGE FEE CHARGES

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

RATE ELEMENT	SOURCE	RECURRING RATE	NRC
	TELRIC COST STUDY		
Manual Service Order			\$22.54
Electronic Service Order via IRES			\$3.06
Manual Service Order Listing Only			\$11.88
Electronic Service Order Listing Only			\$0.33
Manual Service Order Change Only			\$11.04
Electronic Service Order Change Only			\$1.33
LNP Administrative Charge			\$6.50
SS7 - Originating Point Code Service			\$19.14
SS7 - Global Title Address Translation			\$9.57
2-Wire Digital Data Loop Cooperative Testing			\$25.12
4-Wire Digital Data Loop Cooperative Testing			\$31.87
Central Office Interconnection Charge			\$11.23
Trip Charge			\$12.34
Outside Plant Interconnection (2-W)			\$43.01
Outside Plant Interconnection (4-W)			\$46.89
NID Installation Charge			\$13.71
NID Connection Charge			\$11.72
NID Connection 2-Wire			\$1.91
Testing			\$1.55
Loop Rework Charge (2-W)			\$30.37
Loop Rework Charge (4-W)			\$48.77
Trouble Isolation and Testing			\$30.47
OSS Service Charge		\$1.77	
NID	TELRIC COST STUDY		
1 Line		\$0.77	
2 Line		\$1.10	
Smartjack		\$14.22	
LINE SHARING	TELRIC COST STUDY		
Per Loop OSS MCR		\$0.76	
3 Jumper			\$19.55
4 Jumper			\$25.41
COLLOCATION RATES			
PHYSICAL			
Application Fee (one per app for each premises)	NRC		\$2,946.89
Interconnection Rearrangement (see tariff)	NRC		\$92.70

AC Outlet (2 plugs / 20 AMPS / per outlet)	NRC		
Cabling - Internal (per linear ft 4-fiber cable)			
Fixed Charge per month	MRC		
Cost per Foot	MRC		
Conduit - External (per 1/4 mile from 1st manhole to CLEC Point of Connection)	MRC		
Conduit - Internal (per linear foot)	MRC		
Conduit - Internal (per foot from cage to 1st manhole)	MRC		
Conduit Space (per ft from 1st manhole to vault)	MRC	\$0.59	
Conduit Vault (per cable access)	MRC	\$1.81	
Cross Connect - to UNE loops			
DSO - Per 100 DSO (Special & Switched)	MRC	\$93.00	
DS1 - Per 28 DS1 (Special & Switched)	MRC	\$85.40	
DS3 - Per DS3 (Special & Switched)	MRC	\$27.09	
DC Power Costs - Connection to Power Plant (50 AMPS)	NRC		
DC Power Costs - Connection to Power Plant (100 AMPS)	NRC		
DC Power Costs - Connection to Power Plant (200 AMPS)	NRC		
DC Power Costs (per fused amp)	MRC	\$11.68	
DC Power Costs (per foot)	NRC		\$26.16
Digital Timing Source (per synch signal delivered)	MRC	\$28.20	
DSX1 Jack Panel Pair (per pair)	MRC	\$105.77	
DSX3 Cross Connect (per shelf pair)	MRC	\$31.96	
DSX3 Cross Connect (module pair per DS3)	MRC	\$51.72	
Fiber Optic Intraoffice Connecting Cable (per foot / 4-fiber per 2 panel array)	MRC	\$0.06	
Grounding Charge (per 100 sq ft secured)	MRC		
Grounding Charge (per cageless Eq bay)	MRC		
High Frequency Cable (per foot, per DS1)	MRC	\$0.36	
High Frequency Coax (per DS3)	MRC	\$1.02	
Floor Space (per Square Foot)	MRC	\$3.74	
Floor Space (per equipment bay)	MRC		
Optical Cross Connect Panel (per pair)	MRC	\$133.24	
Roof Space (per square foot)	MRC	\$3.74	
Riser Space (per ft from vault to cage)	MRC	\$4.71	
Riser Space - Diverse (per linear foot)	MRC	\$4.71	
Security Enclosure (per occurrence fixed)	NRC		
Security Enclosure (per linear foot)	NRC		
Security Enclosure (per 100 square ft enclosure)	NRC		\$10,518.34
Security Enclosure (per 200 square ft enclosure)	NRC		\$14,726.24
Switchboard Cable (100 pair /100 ft /conn blk)	MRC	\$38.57	
Transmitter /Receiver Space (per square foot)	MRC	\$3.74	
Virtual Costs			
Per DS0	MRC		
Per DS1	MRC		
Per DS3	MRC		
COMMON AREA SPLITTER ARRANGEMENTS			

Application Fee (one per app for each premises)	NRC		\$2,726.00
Interconnection Rearrangement (see tariff)	NRC		\$100.00
Cable & Conduit - External (per 1/4 mile)	MRC	\$232.50	
Cabling - Internal (per linear foot)	MRC	\$0.20	
Conduit - Internal (per linear foot)	MRC	\$0.50	
Cross Connect DS0 per 100	MRC	ICB	
Cross Connect DS1 per 28	MRC	\$120.40	
Cross Connect DS3	MRC	\$54.80	
DC Power (per AMP)	MRC		
DC Power (per power lead per foot)	NRC		\$29.70
Digital Timing Source (per synch signal delivered)	MRC	\$28.20	
Digital Timing Source Conn Cable (per foot, per switch)	MRC	\$0.08	
DSX1 Jack Panel Pair (per pair)	MRC	\$105.77	
DS3 High Frequency Coax	MRC	\$1.02	
DSX3 Cross Connect (per shelf pair)	MRC	\$31.96	
DSX3 Cross Connect (module pair per DS3)	MRC	\$51.72	
Fiber Optic Intraoffice Connecting Cable (per ft /4-fiber per 2 panel array)	MRC	\$0.06	
High Frequency Cable (per foot /per DS1)	MRC	\$0.36	
Optical Cross Connect Panel (per pair)	MRC	\$133.24	
Rack Space	MRC		
Multiplexing DS1 to DS3	MRC		
Multiplexing DS1 to DS3	NRC		
Switchboard Cable (100 pair / 100 ft / conn blk)	MRC	\$75.40	
LABOR			
Labor Rates Basic (per first 1/2 hour)	NRC		\$44.40
Labor Rates Basic (additional 1/2 hour)	NRC		\$23.20
Labor Overtime Rates (per first 1/2 hour)	NRC		\$50.00
Labor Overtime Rates (additional 1/2 hour)	NRC		\$28.70
Labor Premium Rates (per first 1/2 hour)	NRC		\$54.00
Labor Premium Rates (additional 1/2 hour)	NRC		\$32.40
PRE-QUALIFICATION			
TELEPHONE COST STUDY			
Loop Inquiry			\$30.49
LOOP - xDSL CAPABLE			
TELEPHONE COST STUDY			
The following charge applies to all xDSL capable loops that are the shorter than 18,000 feet in length. Separate Engineering and Travel charges DO NOT apply as these costs reflect 25 pair economies.			
All loops less than 18,000ft: Load Coil Removal per xDSL - Capable			\$1.30
2-Wire xDSL Loop - First Line			\$55.21
2-Wire xDSL Loop - Add'l Line			\$16.14
2-Wire xDSL Loop - Re-install (CT,DCOP, Migrate)			\$9.12
4-Wire xDSL Loop - First Line			\$68.78

4-Wire xDSL Loop - Add'l Line			\$30.40
4-Wire xDSL Loop - Re-install (CT,DCOP, Migrate)			\$11.73
LINE CONDITIONING per Location	TELRIC COST STUDY		
Engineering Charge - one per loop conditioned below			\$30.29
Trip Charge - one per loop conditioned below			\$12.34
Load Coil Removal; Loops Over 18K Feet			
Unload cable pair, UG, loop, per location			\$299.69
Unload add'l cable pair, UG, same time, location & cable, loop			\$1.74
Unload cable pair, AE, loop, per location			\$28.19
Unload add'l cable pair, AE, same time, location & cable, loop			\$1.68
Unload cable pair, BU, loop, per location			\$28.19
Unload add'l cable pair, BU, same time, location & cable, loop			\$1.68
Remove Bridged Tap			
Remove Bridged Tap, UG, per location			\$298.30
Remove one (1) add'l Bridged Tap, UG, same time, location & cable			\$0.35
Remove Bridged Tap, AE, per location			\$26.82
Remove one (1) add'l Bridged Tap, AE, same time, location & cable			\$0.32
Remove Bridged Tap, BU, per location			\$26.82
Remove one (1) add'l Bridged Tap, BU, same time, location & cable			\$0.32
Remove Repeaters			
Remove Repeater, UG, per location			\$298.30
Remove add'l Repeater, UG, same time, location & cable			\$0.35
Remove Repeater, AE, per location			\$26.82
Remove add'l Repeater, AE, same time, location & cable			\$0.32
Remove Repeater, BU, per location			\$26.82
Remove add'l Repeater, BU, same time, location & cable			\$0.32
LOOP	TELRIC COST STUDY		
Analog 2-wire	Band 1	\$22.69	
	Band 2	\$28.27	
	Band 3	\$33.73	
	Band 4	\$40.71	
	Band 5	\$48.80	
	Band 6	\$68.70	
Analog 4-wire	Band 1	\$38.79	
	Band 2	\$48.35	
	Band 3	\$57.67	
	Band 4	\$69.62	
	Band 5	\$83.44	
	Band 6	\$117.48	
DSO 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI			
	Band 1	\$24.03	\$75.91
	Band 2	\$29.61	\$75.91
	Band 3	\$35.07	\$75.91
	Band 4	\$42.05	\$75.91

Band 5		\$50.14	\$75.91
Band 6		\$70.04	\$75.91
DS0 4 Wire Digital Data Loop 56 or 64 kbps			
Band 1		\$40.13	\$75.91
Band 2		\$49.69	\$75.91
Band 3		\$59.01	\$75.91
Band 4		\$70.96	\$75.91
Band 5		\$84.78	\$75.91
Band 6		\$118.82	\$75.91
DS1 4 Wire Digital Data DS1/T1/ISDN-PRI			
Band 1		\$93.12	\$102.06
Band 2		\$102.97	\$102.06
Band 3		\$113.01	\$102.06
Band 4		\$128.96	\$102.06
Band 5		\$144.41	\$102.06
Band 6		\$186.81	\$102.06
DS3		ICB	
Loops - Analog 2-Wire NRC			
2-Wire New - First Line			\$59.32
2-Wire New - Add'l Line			\$20.26
2-Wire Re-install (CT/DCOP/Migrate)			\$13.24
Loops - Analog 4-Wire NRC			
4-Wire New - First Line			\$77.05
4-Wire New - Add'l Line			\$37.98
4-Wire Re-install (CT/DCOP/Migrate)			\$19.99
Loops - Digital NRC			
2-Wire ISDN, BRI-IDSL Loop, First Line			\$105.09
2-Wire ISDN, BRI-IDSL Loop, Add'l Line			\$67.40
2-Wire ISDN, BRI-IDSL Loop, Re-install (CT, DCOP, Migrate)			\$18.27
56, 64 kbps Loop - First Line			\$147.98
56, 64 kbps Loop - Add'l Line			\$109.60
DS1, ISDN-PRI Loop First Line			\$167.66
DS1, ISDN-PRI Loop - Add'l Line			\$133.19
Loops - High-Capacity NRC			
Add DS3 to existing system			\$77.37
Add OC3 to existing system			\$77.37
Add OC12 to existing system			\$77.37
Dark Fiber			
Interoffice, per foot per fiber			
	Band 1	\$0.0078	

	Band 2	\$0.0130	
	Band 3	\$0.0193	
Feeder, per fiber	Band 4	\$0.0314	
	Band 1	\$182.69	
	Band 2	\$276.60	
	Band 3	\$362.50	
Distribution Price per Fiber		\$30.40	
Loops - Dark fiber			
Dark Fiber Loop - Initial Patch Cord Installation, Field Location			\$18.24
Dark Fiber Loop - Additional Patch Cord Installation, Field Loc/Same			\$6.52
Dark Fiber Loop - CO Interconnection, 1-4 Patch Cords, per CO			\$135.70
Dark Fiber Loop - Special Construction for Fiber Pigtail			ICB
Dark Fiber Transport, per CO			\$135.70
Dark Fiber End-to-End Testing, Initial Strand			\$43.00
Dark Fiber End-to-End Testing, Subsequent Strands			\$13.03
Misc. Components - Dark Fiber			
Fiber Patch Cord		\$0.71	
Fiber Patch Panel		\$0.80	
Sub Loops	TELRIC COST STUDY		
2-Wire Voice Grade Feeder Subloop			
Loop 1		\$4.01	
Loop 2		\$7.17	
Loop 3		\$11.68	
Loop 4		\$18.18	
Loop 5		\$35.95	
Loop 6		\$81.27	
4-Wire Voice Grade Feeder Subloop			
Loop 1		\$6.67	
Loop 2		\$11.75	
Loop 3		\$19.15	
Loop 4		\$29.82	
Loop 5		\$58.96	
Loop 6		\$133.28	
2-Wire Voice Grade Distribution Subloop			
Loop 1		\$3.63	
Loop 2		\$7.15	
Loop 3		\$11.06	
Loop 4		\$15.61	
Loop 5		\$24.63	
Loop 6		\$32.25	
4-Wire Voice Grade Distribution Subloop			

Loop 1		\$6.28	
Loop 2		\$11.72	
Loop 3		\$18.14	
Loop 4		\$25.60	
Loop 5		\$40.39	
Loop 6		\$52.90	
2-Wire Digital Data Feeder Subloop			
Loop 1		\$4.01	
Loop 2		\$7.17	
Loop 3		\$11.68	
Loop 4		\$18.18	
Loop 5		\$35.95	
Loop 6		\$81.27	
4-Wire Digital Data Feeder Subloop			
Loop 1		\$6.67	
Loop 2		\$11.75	
Loop 3		\$19.15	
Loop 4		\$29.82	
Loop 5		\$58.96	
Loop 6		\$133.28	
2-Wire Digital Data Distribution			
Loop 1		\$3.63	
Loop 2		\$7.15	
Loop 3		\$11.06	
Loop 4		\$15.61	
Loop 5		\$24.63	
Loop 6		\$32.25	
4-Wire Digital Data Distribution			
Loop 1		\$6.28	
Loop 2		\$11.72	
Loop 3		\$18.14	
Loop 4		\$25.60	
Loop 5		\$40.39	
Loop 6		\$52.90	
Loops - Sub-Loops NRC			
Sub-Loop Interconnection (Stub Cable)			ICB
2-Wire First Line			\$49.34
2-Wire Add'l Line			\$10.28
2-Wire Re-install			\$23.30
4-Wire First Line			\$60.31
4-Wire Add'l Line			\$16.45
4-Wire Re-install			\$30.15
2W Disconnect Charge			\$16.45
4W Disconnect Charge			\$19.87

Local Switching		TELRIC COST STUDY	
	Band 1	\$5.34	
	Band 2	\$6.04	
	Band 3	\$7.86	
	ISDN	ICB	
	CENTREX	ICB	
	PBX	ICB	
	DS1	ICB	
Intrastate CCL Orig*	Intrastate Access Tariff	Current tariff rate	
Intrastate CCL Term*		Current tariff rate	
RIC*		Current tariff rate	
PBX Trunk Connection Analog			\$71.81
PBX Trunk Connection (DS0)			\$71.81
PBX Trunk Connection (DS1)			\$177.23
Customized Routing			
	Switch Analysis		\$76.56
	Host Switch Translations		\$1,531.20
	Remote Switch Translations		\$1,148.40
	Host TOPS Translations		\$306.24
	Remote TOPS Translations		\$153.12
Operator Services Branding			
	0+ Ten Digits		\$3,639.09
	411		\$800.00
FEATURES		TELRIC COST STUDY	
	CCF Package *	\$0.72	\$3.43
	CLASS Package *	\$9.82	\$5.64
	CENTREX Package *	\$14.29	\$29.43
	- 3 Way Conf/Consult/Hold Transfer	\$2.85	\$16.05
	- Conf Calling - 6 Way Station Control	\$3.50	\$26.60
	- Dial Transfer to Tandem Tie Line	\$0.21	\$76.86
	- Direct Connect	\$0.05	\$19.43
	- Meet Me Conference	\$26.13	\$33.18
	- Multi-Hunt Service	\$0.15	\$22.38
INTERIM NUMBER PORTABILITY		TELRIC COST STUDY	
	RCF Residential	\$0.32	\$1.32
	RCF Business	\$1.04	\$1.32
	Call Path Residential	\$0.03	\$0.42
	Call Path Business	\$0.15	\$0.42
INP RATES SPECIFIC TO ACCESS SETTLEMENTS			
	Per Line	\$4.31	
TANDEM SWITCHING		TELRIC COST STUDY	
		\$0.001221	N/A

TRANSPORT		TELRIC COST STUDY	
	DS 1	See attached transport worksheet	\$191.75
	DS 3	See attached transport worksheet	\$220.42
	Shared	\$0.001672	N/A
911 Trunk 2-Wire Analog			\$104.13
Transport - DS1 Dedicated - Install			\$71.51
Transport - DS1 Migrate			N/A
Transport - DS3 Dedicated - Install			\$77.37
Transport - DS3 Migrate			N/A
Cross-Connect DS3 to DS3			N/A
Interoffice Transmission - STP Ports			\$214.88
Interoffice Transmission - STP Link (56 kbps)			\$135.60
Multiplexing - DS1-DS0			\$64.10
Multiplexing - DS3-DS1			\$86.49
Dark Fiber Transport - Initial Installation, 1-4 Patch Cords, per CO			\$135.70
UNE COMBINATIONS			
Enhanced Extended Link (EEL 1); DS0 Loop, 1/0 Mux, DS1 Transport			
DS0 LOOP:		See local loop UNE results	
DS1 Transport:		See DS1 transport UNE Results	
Channel Bank Shelf/Common (Per DS1):		\$133.96	
Channel Bank Card (per DS0)		\$4.46	
EEL 1 2-Wire Analog - First Line			\$194.93
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered same time/loc			\$84.36
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered different times			\$123.42
EEL 1 4-Wire Analog - First Line			\$212.65
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered same time/loc			\$102.08
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered different times			\$141.14
EEL 1 2-Wire Digital Loop, First Line			\$240.69
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered same time/loc			\$131.49
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered different times			\$169.19
EEL 1 4-Wire 56, 64 kbps Digital Loop - First Line			\$283.58
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered same			\$173.70
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered different			\$212.08
Enhanced Extended Link (EEL 2); DS1 Loop, DS1 Transport			
DS1 Loop:		See DS1 loop UNE results	
DS1 Transport:		See DS1 transport UNE results	
EEL 2 - DS1 Loop, DS1 Interoffice Transport			\$239.17
Enhanced Extended Link (EEL 3); DS1 Loop, 3/1 Mux, DS3 Transport			
DS1 Loop:		See DS1 loop UNE results	
DS3 Transport:		See DS3 transport UNE results	

3/1 Mux (Per DS3):		\$190.71	
EEL 3 - DS1 Loop - First DS1, DS1/3 Multiplexing, DS3 Interoffice Transport			\$331.52
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order same			\$219.68
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order different			\$254.15
EEL 3 - DS1 Loop - Migrate DS1 to CLEC DS3			\$74.11
Enhanced Extended Link (EEL 4); DS3 Loop, DS3 Transport			
DS1 Loop:		See DS3 loop UNE results	
DS1 Transport:		See DS3 transport UNE results	
EEL 4 - DS3 Loop, DS3 Interoffice Transport			ICB
EEL 4 - DS3 Loop, DS3 Transport - Migrate			\$87.14
RECIPROCAL COMPENSATION			
TELRIC COST STUDY			
End Office		\$0.003022	N/A
Tandem Switching		\$0.001221	N/A
Transport			
DS 1		Rate varies	\$191.75
DS 3		Rate varies	\$220.42
Common		\$0.001672	N/A
INTERCONNECTION			
TELRIC COST STUDY			
These rates apply when collocation is not involved. For collocation rates, see the appropriate tariff.			
DS0 Elec X-Conn (DS0 UNECC)		\$0.93	N/A
DS1 Elec X-Conn (DS1 UNECC)		\$3.05	N/A
DS3 Elec X-Conn (DS3 UNECC)		\$27.09	N/A
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.		\$1.53	N/A
COMMON CHANNEL SIGNALING			
INTERCONNECTION SERVICE			
STP Port	TELRIC COST STUDY	See page 4	See page 4
STP Switching	TELRIC COST STUDY	See page 4	See page 4
56.0 Kbps Channel Termination	Interstate Access Tariff	See page 4	See page 4
56.0 Kbps SS7 Link Fixed	Interstate Access Tariff	See page 4	See page 4
56.0 Kbps SS7 Link Per Mile	Interstate Access Tariff	See page 4	See page 4
1.544 MPBS Channel Termination	Interstate Access Tariff	See page 4	See page 4
1.544 MBPS SS7 Link Fixed	Interstate Access Tariff	See page 4	See page 4
1.544 MBPS SS7 Link Per Mile	Interstate Access Tariff	See page 4	See page 4
Multiplexing DS1 to DS0	TELRIC COST STUDY	See page 4	See page 4
LINE INFORMATION DATABASE			
LIDB Administration Service (effective 5/11/98, no longer offering)	TELRIC COST STUDY	N/A	N/A
LIDB Database Transport per query	Interstate Access Tariff	Current tariff rate	N/A
LIDB Database per query	Interstate Access Tariff	Current tariff rate	N/A
Toll Free Code Access Service query	Interstate Access Tariff	Current tariff rate	N/A
Toll Free Code Optional Service query	Interstate Access Tariff	Current tariff rate	N/A

DIRECTORY ASSISTANCE SERVICES			
DA Database Listing & Update per listing/update	TELRIC COST STUDY	\$0.04	N/A
DA Data Base Query Service		See page 4	See page 4
TOLL & LOCAL OPERATOR SERVICES			
Toll and Local Assistance Service (Live) per attempt	TELRIC COST STUDY	See page 4	See page 4
DA OPERATOR SERVICE			
DA Operator Service (Live) per attempt	TELRIC COST STUDY	See page 4	See page 4
911 TANDEM PORT			
Per DSO Equivalent Port		\$23.89	\$114.02
STREET INDEX GUIDE			
Monthly Charge		\$41.00	
Tape Charge		\$50.00	
OPERATIONAL SUPPORT SYSTEMS			
OSS Interfaces*		ICB	ICB
* Sprint is working on OSS and rates will be added as they are developed.			

STP INTERCONNECTION

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

State	Exchange	Operating Point Code	BLU Code
Florida	Tallahassee	230-010-000	THLSFLXA21W
	Tallahassee	230-011-000	THLSFLXB21W
	Winter Park	239-111-000	WNPFLXA11W
	Altamonte Springs	239-211-000	ALSPFLXA21W
Tennessee	Bristol	239-004-000	BRSTTNXA21W
	Johnson City	239-002-000	JHCYTNXC21W
Minnesota	Osseo	239-151-000	OSSEMNX021W
	Chaska	239-152-000	CHSKMNXC21W
Missouri	Warrensburg	239-162-000	WRBGMOXA21W
	Jefferson City	239-161-000	JFCYMOXA21W
New Jersey	Clinton	239-203-000	CLTNNJXJ77W
	Newton	239-202-000	NWTNNJXU77W
Nevada	Las Vegas	230-001-000	LSVGNVXB00W
	Las Vegas	230-002-000	LSVGNVXG00W
North Carolina	Rocky Mount	239-200-000	RCMTNCXA01W
	Fayetteville	239-201-000	FYVLNCXA01W
Ohio	Mansfield	239-204-000	MNFDOHXA24W
	Lima	239-205-000	LIMAOHXA25W

Pennsylvania	Chambersburg	239-207-000	CHBGPAXC77W
	Carlisle	239-206-000	CRLSPAXC77W
Texas	Athens	239-141-000	ATHNTXXA21W
	Humble	239-142-000	HMBLTXXA21W

OPERATOR & DIRECTORY ASSISTANCE

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

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

**AMENDMENT NO. 2 TO THE
MASTER NETWORK INTERCONNECTION AND RESALE AGREEMENT**

BETWEEN

SPRINT

AND

KMC TELECOM III, INC.

This Amendment No. 2 to the Master Network Interconnection and Resale Agreement dated September 29, 2000 ("Agreement") is entered into and effective this 14th day of November, 2000 ("Effective Date") is between United Telephone - Southeast, Inc. ("Sprint") and KMC Telecom III, Inc. ("CLEC"). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

1. BACKGROUND

- 1.1. Sprint and CLEC entered into the Agreement on September 29th, 2000.
- 1.2. Previous amendments to the Agreement are as follows:
Amendment No. 1, replacing the Network Element section of the Agreement, and adding additional definitions.
- 1.3. Sprint and KMC Telecom III, Inc. agree to modify the Agreement as set forth in this Amendment No. 2.

In consideration of the promises and agreements contained in this Amendment, the parties agree as follows:

2. AMENDMENT

- 2.1. ATTACHMENT III - NETWORK ELEMENTS will be amended to include the following:

17. COMBINATION OF NETWORK ELEMENTS

- 17.1. CLEC may order Unbundled Network Elements either individually or in the combinations of EEL as specifically set forth in this Section of the Agreement.

17.2 Definitions

- 17.2.1. EEL – Enhanced Extended Link (EEL), EEL for purposes of this Agreement refer to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.

17.3 General Terms and Conditions

- 17.3.1. Sprint will allow CLEC to order each Unbundled Network Element individually in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network, or in combination with any other Network Elements that are currently combined in Sprint's Network.
- 17.3.2. Sprint will provide CLEC access to EEL as provided in this Agreement. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use EEL to provide a telecommunications service under this Agreement. Any request by CLEC for Sprint to provide combined UNE's that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 2.22 and made available to CLEC upon implementation by Sprint of the necessary operational modifications.
- 17.3.3. The provisioning of EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.

17.4 Specific Combinations and Pricing

- 17.4.1. In order to facilitate the provisioning of EEL Sprint shall support the ordering and provisioning of these specific combinations as set forth below.
- 17.4.2. The Parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Ordering and provisioning for EEL will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications.
- 17.4.3 Sprint offers the following combinations of network elements.
 - 17.4.3.1. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.
 - 17.4.3.1.1. Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein to provide EEL at the applicable recurring and non-recurring charges as specified

in Attachment 1 for EEL, the applicable recurring and nonrecurring charges for cross connects and Service Order Charges. Sprint will provide crossconnect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between Sprint central offices) for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.

17.4.3.1.2. Multiplexing shall be provided as necessary as part of dedicated transport.

17.4.3.1.3. In order to obtain EELs a requesting carrier must be providing a "significant amount of local exchange service" over the proposed EEL to the end user customer, as that phrase is defined by the FCC.

17.4.3.1.4. Notwithstanding the above limitations, Sprint will offer EELs where the component UNEs are not previously or currently combined where Sprint is not required to provide local switching for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

3. GENERAL

- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 2 executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

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

"Sprint"

By: _____

Name
(typed): _____

William E. Cheek

Title: _____

Vice President - Sales and Account
Management

Date: _____

3/26/01

"CLEC"

By: _____

Name: _____

Charlene H. Keys

Title: _____

Vice President - Interconnection
Services

Date: _____

March 2, 2001

EXHIBIT C

To

UTSE / KMC

Joint Supplemental Petition

Dated March 19, 2002

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between Hyperion Communications of Tennessee, L.P. ("Hyperion Communications"), a Tennessee Limited Partnership and United Telephone – Southeast ("Sprint"), a Tennessee Corporation, herein collectively, "the Parties", is entered into this 17th day of November, 1999 for the State of Tennessee and is effective upon approval by the Tennessee Regulatory Authority

NOW THEREFORE, the parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Tennessee entered into by and between Sprint and AVR, L.P. d/b/a Hyperion of Tennessee, L.P. ("Hyperion") and filed with the Tennessee Regulatory Authority on the 14th day of July, 1999 and approved on the 24th day of August, 1999 (herein the "Hyperion-TN Agreement"), amended as follows:

TERM:

This agreement shall be in force until the 20th day of April, 2001.

RATES:

All rates provided under this agreement include the subsequent amendments executed by Sprint and Hyperion-TN.

CONDITIONS:

All services provided under this agreement will be consistent with the decisions of courts having jurisdiction over this agreement, including but not limited to the decisions of the 8th Circuit Court of Appeals and the United States Supreme Court.

NOTICES:

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

To Hyperion Communications:

Ms. Janet S. Livengood, Esq.
Director of Legal & Regulatory Affairs
Hyperion Communications
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, PA 15017

Copy To: Edward W. Kirsch, Esq.
Attorney
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K STREET, NW, SUITE 300
Washington, DC 20007-5116
Telephone (202) 424-7877
Fax (202) 424-7645

To Sprint: Vice-President - Carrier Services
Mailstop: KSFRWB0301
Sprint
4220 Shawnee Mission Parkway
Fairway, KS 66205
Facsimile: (913) 624-1325

Copy To: Field Service Manager
Sprint
Mailstop NCWKFR0304
14111 Capital Blvd.
Wake Forest, NC 27587

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

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

United Telephone -Southeast, Inc.

Hyperion Communications of Tennessee, L.P.
By: HYPERION COMMUNICATIONS GENERAL HOLDINGS, INC.
as general partner

By: William E. Cheek

By: John B. Glickshan

Name: William E. Cheek

Name: JOHN B. GLICKSHAN

Title: VP-Sales & Account Mgt

Title: VICE PRESIDENT

Date: 11/17/99

Date: 11-24-99

ATTACHMENT: Interconnection and Resale Agreement for the State of Tennessee entered into by and between Sprint and AVR, L.P. d/b/a Hyperion of Tennessee, L.P. filed with the Tennessee Regulatory Authority on the 14th day of July, 1999 and approved by the Tennessee Regulatory Authority on the 24th day of August, 1999.

306729.1

EXHIBIT D

To

UTSE / KMC
Joint Supplemental Petition
Dated March 19, 2002



**MASTER INTERCONNECTION AND RESALE AGREEMENT
FOR THE STATE OF TENNESSEE**

April 21, 1999

AVR, L.P. d/b/a Hyperion of Tennessee, L.P.

and

United Telephone – Southeast, Inc.

AC Outlet (2 plugs / 20 AMPS / per outlet)	NRC		
Cabling - Internal (per linear ft 4-fiber cable)			
Fixed Charge per month	MRC		
Cost per Foot	MRC		
Conduit - External (per 1/4 mile from 1st manhole to CLEC Point of Connection)	MRC		
Conduit - Internal (per linear foot)	MRC		
Conduit - Internal (per foot from cage to 1st manhole)	MRC		
Conduit Space (per ft from 1st manhole to vault)	MRC	\$0.59	
Conduit Vault (per cable access)	MRC	\$1.81	
Cross Connect - to UNE loops			
DSO - Per 100 DSO (Special & Switched)	MRC	\$93.00	
DS1 - Per 28 DS1 (Special & Switched)	MRC	\$85.40	
DS3 - Per DS3 (Special & Switched)	MRC	\$27.09	
DC Power Costs - Connection to Power Plant (50 AMPS)	NRC		
DC Power Costs - Connection to Power Plant (100 AMPS)	NRC		
DC Power Costs - Connection to Power Plant (200 AMPS)	NRC		
DC Power Costs (per fused amp)	MRC	\$11.68	
DC Power Costs (per foot)	NRC		\$26.16
Digital Timing Source (per synch signal delivered)	MRC	\$28.20	
DSX1 Jack Panel Pair (per pair)	MRC	\$105.77	
DSX3 Cross Connect (per shelf pair)	MRC	\$31.96	
DSX3 Cross Connect (module pair per DS3)	MRC	\$51.72	
Fiber Optic Intraoffice Connecting Cable (per foot / 4-fiber per 2 panel array)	MRC	\$0.06	
Grounding Charge (per 100 sq ft secured)	MRC		
Grounding Charge (per cageless Eq bay)	MRC		
High Frequency Cable (per foot, per DS1)	MRC	\$0.36	
High Frequency Coax (per DS3)	MRC	\$1.02	
Floor Space (per Square Foot)	MRC	\$3.74	
Floor Space (per equipment bay)	MRC		
Optical Cross Connect Panel (per pair)	MRC	\$133.24	
Roof Space (per square foot)	MRC	\$3.74	
Riser Space (per ft from vault to cage)	MRC	\$4.71	
Riser Space - Diverse (per linear foot)	MRC	\$4.71	
Security Enclosure (per occurrence fixed)	NRC		
Security Enclosure (per linear foot)	NRC		
Security Enclosure (per 100 square ft enclosure)	NRC		\$10,518.34
Security Enclosure (per 200 square ft enclosure)	NRC		\$14,726.24
Switchboard Cable (100 pair /100 ft /conn blk)	MRC	\$38.57	
Transmitter /Receiver Space (per square foot)	MRC	\$3.74	
Virtual Costs			
Per DS0	MRC		
Per DS1	MRC		
Per DS3	MRC		
COMMON AREA SPLITTER ARRANGEMENTS			

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this 21st day of April 1999, is entered into by and between AVR, L.P., d/b/a Hyperion of Tennessee, L.P. ("Hyperion") and United Telephone – Southeast, Inc. ("Sprint"), a Virginia corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

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

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

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

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Authority ("FCC"), and the orders, rules and regulations of the Tennessee Regulatory Authority ("Authority"); and

WHEREAS, the Parties wish to replace any and all other prior agreements, written and oral, applicable to the State of Tennessee.

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

PART A

DEFINITIONS

1. DEFINED TERMS

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Authority. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.2. "911 Site Administrator" is a person assigned by Hyperion to establish and maintain E911 service location information for its subscribers.
- 1.3. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.4. "ASR" (Access Service Request) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Hyperion and Sprint for Local Interconnection.
- 1.5. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.6. "Act" means the Communications Act of 1934, as amended, including the Telecommunications Act of 1996, Public Law 104-104 of the 104th Congress, effective February 8, 1996, or as may be amended in the future.
- 1.7. "Affiliate" is as defined in the Act.
- 1.8. "Anchor" refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term "anchor" does not include the guy strand which connects the anchor to the Pole.
- 1.9. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - 1.9.1. Directory Assistance;
 - 1.9.2. 911/E911;
 - 1.9.3. Operator call termination (busy line interrupt and verify); and Information

services requiring special billing. (e.g., 900 and 950).

- 1.10. "Approval Date" is the date on which Authority approval of the Agreement is granted.
- 1.11. "AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
- 1.12. "ALI" (Automatic Location Identification) is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. The Competitive Local Exchange Company will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows an Interim Number Portability (INP) number if applicable.
- 1.13. "ALI/DMS" (Automatic Location Identification/Data Management System) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
- 1.14. "ALI Gateway" is a telephone company computer facility that interfaces with Hyperion's 911 administrative site to receive Automatic Location Identification (ALI) data from Hyperion. Access to the Gateway will be via a dial-up modem using a common protocol.
- 1.15. "ANI" (Automatic Number Identification) is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.16. "ARS" (Automatic Route Selection) means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.17. "Attachment" is any placement of Hyperion's Facilities in or on Sprint's Poles, Ducts, Conduits, or Right of Way.
- 1.18. "BLV/BLVT" (BUSY LINE VERIFY/BUSY LINE VERIFY INTERRUPT) means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.19. "Business Day (s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays, including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas.
- 1.20. "CABS" means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier

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

- 1.21. "CPN" (Calling Party Number) is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.
- 1.22. "Central Office Switch", "End Office", or "Tandem" ("Central Office", or "CO"), Remote Switch - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.22.1. "End Office Switches" which are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.22.2. "Tandem Switches" which are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.22.3. "Remote Switch" is a switch that is away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.23. "Conduit" is a tube or protected trough that may be used to house communication cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.
- 1.24. "Conduit System" is any combination of Ducts, Conduits, Manholes and Handholes joined to form an integrated whole. Conduit Systems may pass through or originate in or terminate in other facilities which may be physically connected to the Conduit System.
- 1.25. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.26. "Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.27. "Class" (Bellcore Service Mark) – means service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.28. "CLEC" means a Competitive Local Exchange Carrier and is the Party hereto having the privilege under this Agreement to use a Pole or Conduit System belonging to Sprint.
- 1.29. "Hyperion 911 Database Records" are the Hyperion subscriber records to be provided

by Hyperion to Sprint for inclusion in Sprint's E911 database.

- 1.30. "Hyperion's Equipment" means any Facility or equipment owned and maintained by Hyperion, including, but not limited to, aerial wires, drop wires, tap-offs, cables and associated appliances such as amplifiers, power supply equipment and other signal transmission apparatus used in connection with the operation of Hyperion's network.
- 1.31. "Collocation" means the right of Hyperion to place equipment in the Sprint's central offices or other Sprint locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, Hyperion obtains dedicated space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that Hyperion provides to Sprint.
- 1.32. "Authority" means the Tennessee Regulatory Authority.
- 1.33. "Common Transport" provides a local interoffice transmission path between the Sprint Tandem Switch and a Sprint or Hyperion end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.
- 1.34. "CCS" (Common Channel Signaling) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.35. "Confidential and/or Proprietary Information" has the meaning set forth in Article 21 of Part A -- General Terms.
- 1.36. "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.
- 1.37. "Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.38. "CPNI" means Customer Proprietary Network Information, as defined in the Act.
- 1.39. "Custom Calling Features" -- means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.40. "DBMS" (Database Management System) is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.41. "Dedicated Transport" provides a local interoffice transmission path between Sprint and/or Hyperion central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.
- 1.42. "Directory Assistance Database" refers to any subscriber record used by Sprint in its

provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

- 1.43. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.44. "Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.
- 1.45. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.46. "E911" (Enhanced 911 Service) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.
- 1.47. "E911 Message Trunk" is a dedicated line, trunk or channel between two central offices or switching devices which provides a voice and signaling path for E911 calls.
- 1.48. "Effective Date" is either thirty (30) days after the date referenced in the opening paragraph of the Agreement, the filing date of this Agreement with the Authority if the Authority has defined the Effective Date as such, or as otherwise required by the Authority. Absent specific Authority rules to the contrary, the Effective Date shall be no earlier than proof of CLEC certification in the jurisdiction.
- 1.49. "Electronic Interfaces" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions. For the purposes of this Agreement, Sprint shall provide Electronic Interfaces in accordance with Exhibit 2.
- 1.50. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.51. "Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.
- 1.52. "ESN" (Emergency Service Number) is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique

combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.

- 1.53. "EMR" means the Exchange Message Record System for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.54. "Enhanced Directory Assistance" refers to directory Assistance services, including but not limited to reverse search, talking yellow pages, and locator services.
- 1.55. "EIS" (Expanded Interconnection Service) is the collocation arrangement which Sprint provides in its designated wire centers.
- 1.56. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.57. "Facility And Facilities" refers to any property, equipment, or items owned or controlled by any person or entity. The terms "facility" and "facilities" include, but are not limited to, Poles, anchors, Pole hardware, wires, cables, strands, apparatus enclosures, or any other items attached to a Pole or attached to hardware affixed to or associated with a Pole; Conduit and Conduit Systems and wires, cables, optical conductors, associated hardware, or other equipment located within a Conduit Systems. The terms "facility" and "facilities" may also include property, equipment, and items which do not occupy a Conduit System or which are not attached to a Pole or attached to hardware affixed to or associated with a Pole.
- 1.58. "FCC Interconnection Order" is the Federal Communications Authority's First Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996; as subsequently amended or modified by the FCC from time to time.
- 1.59. "Handhole" is a subsurface enclosure that is too small for personnel to enter and is used for the purpose of installing, operating, maintaining, and repairing communications facilities.
- 1.60. "ILEC" means the incumbent local exchange carrier.
- 1.61. "Inner Duct" is one of the single enclosed pathways located within a Duct, or buried separately without the benefit of a Conduit.
- 1.62. "IXC" (Interexchange Carrier) means a provider of interexchange telecommunications services.
- 1.63. "INP" (Interim Number Portability) is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current

location or changing their location within the geographic area served by the initial carrier's serving central office. Further, upon implementation of Local Number Portability, defined herein, INP services will be discontinued.

- 1.64. "Joint User" means any public utility, governmental body or other entity which has or hereafter shall be granted, the right to jointly use any Pole or Conduit System of Sprint, and any Pole or Conduit System to which Sprint has been extended joint use Attachment privileges granted in any separate joint use agreement.
- 1.65. "LIDB" (Line Information Data Base(s)) means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.66. "LNP" (Local Number Portability) means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.67. "Local Service Request" means an industry standard form used by the Parties to add, establish, change or disconnect local services.
- 1.68. "Local Traffic" means traffic (excluding Commercial Mobile Radio Services traffic, e.g., paging, cellular, PCS) that is originated and terminated within a given local calling area, or mandatory expanded area service (EAS) area, as defined by State Authoritys or, if not defined by state Authoritys, then as defined in existing Sprint tariffs.
- 1.69. "Make-Ready Survey" is all work required, including but not limited to field inspection, engineering and administrative processing, to determine the make-ready work necessary to accommodate Hyperion's facilities on a Pole, anchor or in a Conduit System.
- 1.70. "Make-Ready Work" refers to all work performed or to be performed to prepare Sprint's Poles, ducts, Conduits or other Right of Way for the requested occupancy or Attachment of Hyperion's Facilities. "Make ready work" includes, but is not limited to, surveying, clearing obstructions, the rearrangement, transfer, replacement, and removal of existing facilities on a Pole or in a Conduit System where such work is required solely to accommodate Hyperion's Facilities. "Make ready work" may include the repair, or modification of Sprint's facilities (including, but not limited to, Conduits, ducts, or manholes) or the performance of other work required to make a Pole, Conduit or Duct usable for the placement of Hyperion's Facilities.
- 1.71. "Manhole" is a subsurface enclosure that personnel may enter and use for the purpose of installing, operating, maintaining, and repairing communications facilities.
- 1.72. "MSAG" (Master Street Address Guide) is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house

number ranges, community names, and emergency service numbers provided by the counties or their agents to Sprint.

- 1.73. "MECAB" refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a Hyperion), or by one LEC in two or more states within a single LATA.
- 1.74. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a Hyperion).
- 1.75. "NANP" means the "North American Numbering Plan," the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.
- 1.76. "NENA" (National Emergency Number Association (NENA)) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.77. "Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.
- 1.78. "NPA" (Numbering Plan Area) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700,

888, and 877 are examples of Non-Geographic NPAs.

- 1.79. "NXX," "NXX Code," OR "Central Office Code," OR "CO Code" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").
- 1.80. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)
- 1.81. "Obsolete Service" means a service that is outmoded/outdated but yet has current subscribers to the services. Such service is no longer available for new customers and with existing customers there is no assurance of the service continuing to function. Any technical or feature change to the customer's service will eliminate such service at the time of request.
- 1.82. "Operator Systems" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.
- 1.83. "Operator Services" provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLI, Emergency Agency Call).
- 1.84. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.85. "P.01 Transmission Grade Of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.86. "Parties" means, jointly, United Telephone – Southeast, Inc. and Hyperion, and no other entity, affiliate, subsidiary or assign.
- 1.87. "Party" means either United Telephone – Southeast, Inc. or Hyperion, and no other entity, affiliate, subsidiary or assign.
- 1.88. "Pole" refers to Sprint Poles and anchors and does not include Poles or anchors with

respect to which Sprint has no legal authority to permit Attachments by other persons or entities.

- 1.89. "Pole Attachment" is the connection of a facility to a utility Pole. Some examples of such facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.
- 1.90. "PLU" (Percent Local Usage) is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.91. "POI" (Point Of Interconnection) is a mutually agreed upon point of demarcation where the networks of Sprint and Hyperion interconnect for the exchange of traffic.
- 1.92. "POP" means an IXC's point of presence.
- 1.93. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.94. "PSAP" (Public Safety Answering Point) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.
- 1.95. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint (or Hyperion) for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint (or Hyperion) will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 1.96. "Real Time" means the actual time in which an event takes place, with the reporting on or the recording of the event simultaneous with its occurrence.
- 1.97. "Recipient" means that Party to this Agreement (a) to which Confidential Information has been disclosed by the other Party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.
- 1.98. "Reseller" is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.
- 1.99. "Right Of Way" (ROW) is the right to use the land or other property of another party to place Poles, Conduits, cables, or other structures and equipment, or to provide passage to access such structures and equipment for the purpose of providing telecommunications services. A Right-of-Way 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.

- 1.100. "Routing Point" means a location which Sprint or Hyperion has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or Hyperion which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.
- 1.101. "SECAB" means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.102. "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.
- 1.103. "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.104. "Switch" means a Central Office Switch as defined in this Part B.
- 1.105. "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.106. "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access and 900 access and their successor or similar Switched Exchange Access Services.
- 1.107. "Synchronous Optical Network" or SONET" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps.

- 1.108. "Tandem Office Switches", "Tandem", "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.109. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.110. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.111. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, § 3.
- 1.112. "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.113. "TELRIC" means Total Element Long Run Incremental Cost.
- 1.114. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or Carrier, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.115. "Transit Traffic" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.116. "Trunk-Side" - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
- 1.117. "Wholesale Service" - means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications Carriers as set forth in 47 USC §251(c)(4).
- 1.118. "Thousands Block Of Numbers" shall mean 1000 or more consecutive numbers beginning and ending on a digit boundary, e.g., 949-1000 to 949-1999.
- 1.119. "TRCO" means Trouble Reporting Control Office.
- 1.120. "Voluntary Federal Subscriber Financial Assistance Programs" are government programs that subsidize the provision of Telecommunications Services to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.
- 1.121. "Wire Center" denotes a building or space within a building which serves as an

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

PART B
GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement, including Parts A, B, and Attachments I through IX, specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's rules and regulations, and in the Authority's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The attachments set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS:

I.	Price Schedule
II.	Local Resale
III.	Network Elements
IV.	Interconnection
V.	Collocation
VI.	Pole Attachment and Right of Way
VII.	Interim Number Portability
VIII.	General Business Requirements
IX.	Reporting Standards

- 1.2. Sprint shall not discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder without providing Hyperion thirty (30) days' prior written notice of such discontinuation of such service, element or arrangement. Sprint agrees to cooperate with Hyperion with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 1.3. Sprint shall provide notice of network changes and upgrades in accordance with § 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

2. REGULATORY APPROVALS

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Tennessee Regulatory Authority for approval in accordance with § 252 of the Act within ten (10) business days after obtaining the last required Agreement signature. Sprint and Hyperion shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. Hyperion shall not order services under this Agreement before the Effective Date, as defined herein, and after the approval of this agreement by the Tennessee Regulatory Authority. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Authority as of the Effective Date. In the event of any amendment of the Act, or any final legislative, regulatory, judicial order, rule or regulation or other legal action that revises, modifies, or reverses the Act, the FCC's First Report and Order in CC Docket No. 96-98 and 95-185 or any applicable Authority order or arbitration award purporting to apply the provisions of the Act (Amended Rules), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and this Agreement be amended accordingly to reflect the pricing, terms and conditions of such Amended Rules relating to any of the provisions in this Agreement.
- 2.3. Notwithstanding any other provision of this Agreement to the contrary § 2.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.
- 2.4. Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto.

3. TERM AND TERMINATION

- 3.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if Carrier has any outstanding past due obligations to Sprint

pursuant to any resale, interconnection, or traffic termination agreement(s), subject to paragraph 5.4, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties, provided Hyperion has established a customer account with Sprint and has completed the Implementation Plan described in Article 33 hereof.

- 3.2. Except as provided herein, Sprint and Hyperion agree to provide service to each other on the terms defined in this Agreement for a period of two (2) years ending April 20, 2001.
- 3.3. In the event that Carrier desires uninterrupted service under this Agreement during negotiations, Carrier shall provide to Sprint written notification appropriate under the Act, and if the Parties are actually in arbitration or mediation before the appropriate Authority or FCC prior to the End Date, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Authority or FCC resolving the issues set forth in such arbitration or mediation request.
- 3.4. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof. Default is defined to include:
 - 3.4.1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - 3.4.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due under this Agreement.
- 3.5. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 3.6. In the event this agreement is terminated under §3.4 Sprint may immediately discontinue processing orders for new service from Carrier and file with the Authority to terminate this agreement and reassign Carrier's customers pursuant to the Authority's guidelines for Carriers that abandon service.

- 3.7. Notwithstanding the above, should Sprint sell or trades substantially all the assets used to provide Telecommunications Services in a particular exchange or group of exchanges Sprint may terminate this Agreement in whole or in part as to a particular exchange or group of exchanges upon sixty (60) days prior written notice.

4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 4.1. In the event that this Agreement expires under §3.2, it is the intent of the Parties to provide in this Article for interim service arrangements between the Parties at the time of expiration so that service to end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §3.4, or for termination upon sale under §3.7, for service made available under this Agreement and existing as of the End Date, the Parties agree that those services may continue uninterrupted at the request of either Party provided that:

- 4.1.1. a new agreement is voluntarily entered into by the Parties; or
- 4.1.2. service is provided under such standard terms and conditions or tariffs approved by and made generally available by the Authority, if they exist at the time of termination; or
- 4.1.3. Carrier elects to take service pursuant to the entire terms and conditions of an existing agreement between Sprint and another carrier for the remaining term of that agreement. If neither §4.1.1 or §4.1.2 are in effect, and Carrier does not designate an agreement under this subsection, Sprint may designate such agreement.

5. CHARGES AND PAYMENT

- 5.1. In consideration of the services provided by Sprint under this Agreement, Hyperion shall pay the charges set forth in Attachment I and Exhibit 1 subject to the provisions of §§2.2 and 2.3 hereof. The billing and payment procedures for charges incurred by Hyperion hereunder are set forth in Attachment VIII.
- 5.2. In addition to any other applicable charges under this Article 5 and Attachment I, if Hyperion purchases unbundled Local Switching elements, Hyperion shall pay Sprint for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate carrier common line and interconnection charges as outlined on Attachment 1 hereto and any explicit intrastate universal service mechanism based on access charges.
- 5.3. Subject to the terms of this Agreement, the Parties' invoices shall be due and payable within thirty (30) days of the date of the monthly invoice. For invoices not paid when due, late payment charges will be assessed under § 5.5. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment

shall be made the next business day.

- 5.4. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be filed with Sprint's NEAC no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the undisputed portion of the invoice. If Hyperion pays the entire invoice by the due date, Hyperion may dispute any charges within six (6) months of the bill date. Should the disputes be agreed to by Sprint, Sprint will credit Hyperion for both the disputed amount, and for interest from the payment date to the credit date.
- 5.5. Sprint will assess late payment charges to the other Carrier just as it would its own end user in accordance with the applicable General Exchange tariff or, if there is no specific reference in the applicable General Exchange tariff, Sprint shall assess a late payment charge equal to the lesser of one and one-half percent (1.5%) or the maximum rate allowed by law per month of the balance due, until the amount due is paid in full.
- 5.6. In addition to late payment charges, Sprint will use the following collection procedures in connection with Carrier's past due amounts.
 - 5.6.1. First, a late payment charge will be added to accounts that are not paid within a thirty (30) day period, in accordance with § 5.5 herein.
 - 5.6.2. Second, a notice will be sent to Carrier on day 31 stating that unless full payment is received within the next thirty (30) days Sprint will suspend processing new orders.
 - 5.6.3. Third, if the Carrier account remains delinquent on day 61 Sprint will send a second notice to Carrier stating that Sprint has suspended processing new orders and unless payment is received by day 90, service for all Carrier end user customers will be suspended.
 - 5.6.4. Fourth, should the Carrier account remain outstanding on day 91 Sprint will deny service and send a letter to Carrier stating that their service has been suspended for non-payment.

6. AUDITS AND EXAMINATIONS

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

necessary.

- 6.2. Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 6.3. Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this § 6.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.
- 6.4. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. One and one half (1 ½%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding monthly from the time of the overcharge to the day of payment or credit.
- 6.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 6.6. This Article 6 shall survive expiration or termination of this Agreement for a period of one (1) years after expiration or termination of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any

facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its own network to the extent of that Parties own use of facilities or equipment (including software) in the provision of service to its end user customers, but not that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by the other Party to its end user customers.

8. LIMITATION OF LIABILITY

- 8.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article 10 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to Hyperion for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

9. INSURANCE

- 9.1. During the term of this Agreement, each Party shall obtain and maintain with financially reputable insurers which are licensed to do business in all jurisdictions where any work is performed, not less than the following insurance:
- 9.1.1. Workers' Compensation as provided for under any workers' compensation or similar law in the jurisdiction where any work is performed, with an Employer's Liability limit of not less than \$1,000,000 per accident or disease;
 - 9.1.2. Commercial General Liability, including coverage for contractual liability and products/completed operations liability, with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability;

- 9.1.3. Business Auto insurance covering the ownership, maintenance or use of any owned, non-owned or hired automobile with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability.
- 9.1.4. Umbrella/Excess Liability with limits of not less than \$10,000,000 combined single limit in excess of the above-referenced Employer's Liability, Commercial General Liability and Business Auto Liability.
- 9.1.5. "All risk" property insurance covering not less than the full replacement cost of all that Party's personal property at risk from any cause due to this Agreement.
- 9.2. Within thirty (30) days of the execution of this agreement, each Party will deliver to the other a certificate of insurance, evidencing that the above insurance is in force and will not be canceled or materially altered without first giving the other Party thirty (30) days prior written notice.
- 9.3. Nothing contained in this section shall limit either Party's liability to the other Party to the limits of insurance certified or carried.

10. INDEMNIFICATION

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

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

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

10.3. When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Authority Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Article 8 above).

11. REMEDIES

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

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

12. BRANDING

- 12.1. Hyperion shall provide the exclusive interface to Hyperion subscribers, except as Hyperion shall otherwise specify for the reporting of trouble or other matters identified by Hyperion for which Sprint may directly communicate with Hyperion subscribers. In those instances where Hyperion requests Sprint personnel to interface with Hyperion subscribers, such Sprint personnel shall inform the Hyperion subscribers that they are representing Hyperion or such brand as Hyperion may specify.
- 12.2. All forms or other business materials furnished by Sprint to Hyperion subscribers shall bear no corporate name, logo, trademark or tradename.
- 12.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 12.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with Hyperion, to be used by Sprint to assure that Sprint meets Hyperion's branding requirements.
- 12.5. This Article 12 shall not confer on either Party any rights to the service marks, trademarks and trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

13. CONFIDENTIALITY AND PUBLICITY

- 13.1. All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Article 12. All information relating to the negotiations of this Agreement, orders for services, usage information in any form, and CPNI shall be considered confidential, whether or not marked as confidential or proprietary. All other such information shall be in writing or other tangible form and clearly marked with a confidential or proprietary at the time of such oral conveyance, and shall be reduced to writing within thirty (30) days and delivered to the other Party.
 - 13.1.1. For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
 - 13.1.2. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is

rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

13.1.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Article 13 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Article 13. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

13.1.4. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 12.3 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

13.2. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews, which consent shall not be unreasonably withheld. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13.3. Except as otherwise expressly provided in this Article 13, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

14. DISCLAIMER OF WARRANTIES

- 14.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.**

15. ASSIGNMENT AND SUBCONTRACT

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

16. GOVERNING LAW

- 16.1. This Agreement shall be governed by and construed in accordance with the Act, orders of the Authority, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Tennessee, without regard to its conflicts of laws principles, shall govern. In all other respects, in the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.**

17. RELATIONSHIP OF PARTIES

- 17.1. Each Party shall perform services hereunder as an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.**

18. NO THIRD PARTY BENEFICIARIES

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

19. NOTICES

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

If to Sprint:

Director
Local Carrier Markets
Sprint
2330 Shawnee Mission Pkwy
Mailstop KSFRWA0301
Fairway, KS 66205

If to

Carrier:

Director, Regulatory Affairs
Hyperion Telecommunications, Inc.
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, PA 15017-2838

with a
copy to:

Regional Director
Sprint/North Central Operations
900 Springmill St.
P.O. Box 3555
Mansfield, OH 44907

With a
Copy to:

Eric J. Branfman
Swidler Berlin Shereff Friedman, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007

Mike Romano
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
(202) 945-6964 (Tel)
(202) 424-7645 (Fax)

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

20. WAIVERS

- 20.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 20.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 20.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

21. SURVIVAL

- 21.1. The following provisions of this Part A shall survive the expiration or termination of this Agreement: §§1,5,6, 7,8,10,16,20,23, and 34.

22. FORCE MAJEURE

- 22.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Article 22 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Hyperion.

23. DISPUTE RESOLUTION

- 23.1. The Parties recognize and agree that the Authority has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Authority for resolution. The Parties agree to seek expedited resolution by the Authority, and shall request that resolution occur in no event later than sixty (60)

days from the date of submission of such dispute. If the Authority appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Authority proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

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

23.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

23.4. If the Parties are unable to resolve issues related to the Dispute Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to 23.3, then either Party may file a complaint with the Authority to resolve such issues or proceed with any other remedy pursuant to law or equity. The Authority may direct payment of any or all funds plus applicable late charges to be paid to either Party.

24. COOPERATION ON FRAUD

24.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

25. TAXES

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

26. RESPONSIBILITY FOR ENVIRONMENTAL HAZARDS

- 26.1. Hyperion shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Hyperion did not cause or introduce to the affected work location. Sprint hereby releases, and shall also indemnify, defend (at Hyperion's request) and hold harmless Hyperion and each of Hyperion's officers, directors and employees from and against any losses and expenses that arise out of or result from (i) any Environmental Hazard that Sprint, its contractors or its agents introduce to the work locations or (ii) any other presence or release of any Environmental Hazard at any work location, except as provided in §26.2 of this Part A; provided that in the event that after Hyperion notifies Sprint that Hyperion, its employees, contractors or agents plan to enter a Sprint work location and prior to Hyperion or its employees, contractors or agents entering a work location Sprint fully informs Hyperion in writing of an Environmental Hazard at such work location then Sprint shall not be obligated to indemnify Hyperion for losses and expenses arising out of injuries to Hyperion employees, contractors or agents resulting from their exposure to such Environmental Hazard except to the extent such injuries are exacerbated by the acts of Sprint or its employees, contractors, or agents.
- 26.2. Prior to Hyperion or its employees, contractors, or agents introducing an Environmental Hazard into a work location Hyperion shall fully inform Sprint in writing of its planned actions at such work location and shall receive Sprint's written permission for such actions and Hyperion warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. Sprint shall in no event be liable to Hyperion for any costs whatsoever resulting

from the presence or release of any Environmental Hazard that Hyperion causes or introduces to the affected work location. Hyperion shall indemnify, defend (at Sprint's request) and hold harmless Sprint and each of Sprint's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that Hyperion, its contractors or its agents cause or introduce to the work location. Hyperion shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for environmental hazards Hyperion causes or introduces to the affected work location.

- 26.3. In the event that Sprint gives notice to Hyperion that any suspect material within Sprint-owned, operated or leased facilities are identified to be asbestos-containing, Hyperion will, at Hyperion's expense, notify Sprint before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR § 1910.1001, such Hyperion activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Hyperion or equipment placement activities that result in the generation or disturbance of asbestos containing material, Hyperion shall not have any responsibility for managing, nor be the owner of, not have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect Hyperion equipment or operations, including, but not limited to, contamination of equipment.
- 26.4. Within ten (10) business days of Hyperion's request for any space in Sprint owned or controlled facility, Sprint shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of known hazardous levels of friable asbestos, lead paint, hazardous substance contamination, or hazardous levels of radon. Information is considered in a Party's possession under this Agreement if it is in such Party's possession, or the possession of a current employee of Sprint's.
- 26.5. If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which makes the placement of such equipment or interconnection hazardous, Sprint shall offer an alternative space, if available, for Hyperion's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, Sprint shall make such alternative route available for Hyperion's consideration. If there is no alternative or Hyperion declines same, and Hyperion occupies the hazardous space, Hyperion does so at its own

risk and shall indemnify Sprint from all liability for damages or injury arising from the presence of the environmental contamination or hazardous materials.

- 26.6. Subject to this Article 26 and to Sprint's standard security procedures, which procedures will be provided to Hyperion, Sprint shall allow Hyperion at Hyperion's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which Hyperion deems to be necessary in support of its collocation needs.

27. AMENDMENTS AND MODIFICATIONS

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

28. SEVERABILITY

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

29. HEADINGS NOT CONTROLLING

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

30. ENTIRE AGREEMENT

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

31. COUNTERPARTS

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

32. SUCCESSORS AND ASSIGNS

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

33. IMPLEMENTATION PLAN

- 33.1. Implementation Team. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team"), to the extent not already designated, that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Within thirty (30) days after the Approval Date, each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

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

- 33.2.1. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Attachment 3 and the trunk groups specified in Attachment 4 and, including standards and procedures for notification and discoveries of trunk disconnects;
- 33.2.2. disaster recovery and escalation provisions;
- 33.2.3. access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
- 33.2.4. escalation procedures for ordering, provisioning, billing, and maintenance;
- 33.2.5. single points of contact for ordering, provisioning, billing, and maintenance;
- 33.2.6. service ordering and provisioning procedures, including provision of the trunks and facilities;

- 33.2.7. provisioning and maintenance support;
- 33.2.8. conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;
- 33.2.9. procedures and processes for Directories and Directory Listings;
- 33.2.10. billing processes and procedures;
- 33.2.11. network planning components including time intervals;
- 33.2.12. joint systems readiness and operational readiness plans;
- 33.2.13. appropriate testing of services, equipment, facilities and Network Elements;
- 33.2.14. monitoring of inter-company operational processes;
- 33.2.15. procedures for coordination of local PIC changes and processing;
- 33.2.16. physical and network security concerns; and
- 33.2.17. such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.
- 33.2.18. Action of the Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

34. FEDERAL JURISDICTIONAL AREAS

- 34.1. Carrier understand and agrees that this agreement serves as actual notice that Sprint and its Affiliates have entered into a binding contract to provide exclusive telecommunications services for the Army and Air Force Exchange

Service ("AAFES") during the term of this agreement. The AAFES contract specifies, among other things, that Sprint shall provide all telecommunications services to officer and enlisted temporary living facilities (commonly named Bachelor Officer Quarters and Bachelor Enlisted Quarters) and to all unaccompanied enlisted personnel barracks on United States Army bases. Should Hyperion place a service order for any end user utilizing the facilities covered by the AAFES agreement, Sprint reserves the right to not provision the service.

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

AVR, L.P. d/b/a Hyperion of Tennessee, L.P.	United Telephone – Southeast, Inc.
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>John Glicksman</u>	Name: William E. Cheek
Title: <u>Vice President General Counsel</u>	Title: Vice President, Sales and Marketing
Date: <u>7/2/99</u>	Date: <u>7/13/99</u>

ATTACHMENT I GENERAL PRINCIPLES

1. PRICE SCHEDULE

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

2. LOCAL SERVICE RESALE

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

3. INTERCONNECTION AND RECIPROCAL COMPENSATION

- 3.1. The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment IV of this Agreement.
- 3.2. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Authority Rules and Regulations and consistent with the provisions of Attachment IV of this Agreement.
- 3.3. Where a toll call is completed through Sprint's INP arrangement (e.g., remote call forwarding, flexible DID, etc.) to a Hyperion's subscriber, Hyperion shall be entitled to applicable access charges in accordance with the FCC and Authority Rules and Regulations. If a national standard billing method has not been developed for a Hyperion to directly bill a carrier access for a toll call that has been completed using interim number portability, then a blended rate method will be used.
 - 3.3.1. Prior to the effective date the Parties will jointly determine the amount of traffic that will be considered INP'ed traffic for compensation purposes. The ported Party shall charge the porting Party for each minute of INP traffic at the INP blended rate specified in § 3.3.2, in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as INP'ed will be compensated as local interconnection as set forth in § 3.1.
 - 3.3.2. For compensation of the INP traffic, the Parties shall jointly develop a process which will allow compensation for INP'ed traffic to be based on the initial origination point and final terminated point of the INP'ed call. The full reciprocal compensation rate, as listed in the Pricing Schedule, shall apply for local traffic, and full switched access charges, as listed in applicable tariffs, shall apply for intraLATA and interLATA. All three sets

of rates will be weighted together based on the agreed minutes of use patterns to establish a single set of blended rates for all INP'ed traffic. Sprint will calculate an average terminating minutes of use for both Interstate and Intrastate access for Sprint subscriber, using 1997 annual information, and will calculate an average access amount per Sprint subscriber using the appropriate terminating access rate less the local reciprocal compensation rate. Sprint agrees to pay Hyperion the average amount of access revenue per Sprint subscriber times the number of customers that have been ported to Hyperion at the end of the month.

- 3.4. To receive reciprocal compensation for local calls, the calls must both originate and terminate within the Sprint tariffed local calling area, including mandatory EAS areas. Hyperion will identify the Percent Local Usage (PLU) factor on each interconnection order to identify the traffic that will be considered as local for reciprocal compensation purposes. Sprint may request Hyperion's documentation of the PLU at any time to verify the factor, in addition to using documentation prepared by Sprint. Should the documentation indicate that a change should be made to the PLU, the Parties agree that any changes will only be retroactive to traffic for the previous ninety (90) days. For non-local calls, the Parties agree to exchange traffic and to compensate each other based on the rates and elements included in each Party's access tariffs. This paragraph shall not affect the treatment of either Party's end users.

4. UNBUNDLED NETWORK ELEMENTS

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

Table 1

RESALE DISCOUNTS

Other than Operator/DA	12.70%
Op Assist/DA	12.70%

USAGE/FEE CHARGES

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

ITEM	UNIT	RECURRING RATE	NOTE
TELRIC COST STUDY			
Service Order NRC			\$25.15
Service Order Listing Only			\$20.82
Service Order via IRES (added 7/98)			\$5.00
Central Office Interconnection Charge			\$11.23
Trip Charge			\$15.24
Outside Plant Interconnection (2-W)			\$43.01
Outside Plant Interconnection (4-W)			\$46.89
NID Installation Charge			\$23.45
NID Connection Charge			\$11.72
Testing			\$1.55
Loop Rework Charge (2-W)			\$30.37
Loop Rework Charge (4-W)			\$48.77
Trouble Isolation and Testing			\$72.82
OSS Service Charge		\$1.77	
NID			
1 Line		\$0.77	
2 Line		\$1.10	
Smartjack		\$14.22	
LOOP			
Analog 2-wire	Band 1	\$22.69	
	Band 2	\$28.27	
	Band 3	\$33.73	
	Band 4	\$40.71	
	Band 5	\$48.80	
	Band 6	\$68.70	
Analog 4-wire			
	Band 1	\$38.79	
	Band 2	\$48.35	
	Band 3	\$57.67	
	Band 4	\$69.62	
	Band 5	\$83.44	
	Band 6	\$117.48	
DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI			

Band 1		\$24.03	\$75.91
Band 2		\$29.61	\$75.91
Band 3		\$35.07	\$75.91
Band 4		\$42.05	\$75.91
Band 5		\$50.14	\$75.91
Band 6		\$70.04	\$75.91
DS0 4 Wire Digital Data Loop 56 or 64 kbps			
Band 1		\$40.13	\$75.91
Band 2		\$49.69	\$75.91
Band 3		\$59.01	\$75.91
Band 4		\$70.96	\$75.91
Band 5		\$84.78	\$75.91
Band 6		\$118.82	\$75.91
DS1 4 Wire Digital Data DS1/T1/ISDN-PRI			
Band 1		\$93.12	\$102.06
Band 2		\$102.97	\$102.06
Band 3		\$113.01	\$102.06
Band 4		\$128.96	\$102.06
Band 5		\$144.41	\$102.06
Band 6		\$186.81	\$102.06
DS3		ICB	
TELRIC COST STUDY			
Band 1		\$5.34	
Band 2		\$6.04	
Band 3		\$7.86	
ISDN		ICB	
CENTREX		ICB	
PBX		ICB	
DS1		ICB	
Intrastate CCL Orig*	Intrastate Access Tariff	Current tariff rate	
Intrastate CCL Term*		Current tariff rate	
RIC*		Current tariff rate	
FEATURES			
TELRIC COST STUDY			
CCF Package *		\$0.72	\$3.43
CLASS Package *		\$9.82	\$5.64
CENTREX Package *		\$14.29	\$29.43
- - 3 Way Conf/Consult/Hold Transfer		\$2.85	\$16.05
- Conf Calling - 6 Way Station Control		\$3.50	\$26.60
- Dial Transfer to Tandem Tie Line		\$0.21	\$76.86

- Direct Connect		\$0.05	\$19.43
- Meet Me Conference		\$26.13	\$33.18
- Multi-Hunt Service		\$0.15	\$22.38
INTERIM NUMBER PORTABILITY		TELRIC COST STUDY	
RCF Residential		\$0.32	\$1.32
RCF Business		\$1.04	\$1.32
Call Path Residential		\$0.03	\$0.42
Call Path Business		\$0.15	\$0.42
INTER-RATES SPECIFIC TO ACCESS SETTLEMENTS			
Per Line		\$4.31	
TANDEM SWITCHING		TELRIC COST STUDY	
		\$0.001221	N/A
TRANSPORT		TELRIC COST STUDY	
DS 1	See attached transport worksheet		\$191.75
DS 3	See attached transport worksheet		\$220.42
Common		\$0.001672	N/A
RECIPROCAL COMPENSATION		TELRIC COST STUDY	
End Office		\$0.003022	N/A
Tandem Switching		\$0.001221	N/A
Transport			
DS 1	Rate varies		\$191.75
DS 3	Rate varies		\$220.42
Common		\$0.001672	N/A
INTERCONNECTION		TELRIC COST STUDY	
These rates apply when collocation is not involved. For collocation rates, see the appropriate tariff.			
DS0 Elec X-Conn (DS0 UNECC)		\$0.93	N/A
DS1 Elec X-Conn (DS3 UNECC)		\$3.05	N/A
DS3 Elec X-Conn (DS1 UNECC)		\$27.09	N/A
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.		\$1.53	N/A
COMMON CHANNEL SIGNALING			
INTERCONNECTION SERVICE			
STP Port	TELRIC COST STUDY	See page 4	See page 4
STP Switching	TELRIC COST STUDY	See page 4	See page 4
56.0 Kbps Channel Termination	Interstate Access Tariff	See page 4	See page 4
56.0 Kbps SS7 Link Fixed	Interstate Access Tariff	See page 4	See page 4
56.0 Kbps SS7 Link Per Mile	Interstate Access Tariff	See page 4	See page 4
1.544 MPBS Channel Termination	Interstate Access Tariff	See page 4	See page 4
1.544 MBPS SS7 Link Fixed	Interstate Access Tariff	See page 4	See page 4
1.544 MBPS SS7 Link Per Mile	Interstate Access Tariff	See page 4	See page 4

Multiplexing DS1 to DS0	TELRIC COST STUDY	See page 4	See page 4
LINE INFORMATION DATABASE			
LIDB Administration Service (effective 5/11/98, no longer offering)	TELRIC COST STUDY	N/A	N/A
LIDB Database Transport per query	Interstate Access Tariff	Current tariff rate	N/A
LIDB Database per query	Interstate Access Tariff	Current tariff rate	N/A
Toll Free Code Access Service query	Interstate Access Tariff	Current tariff rate	N/A
Toll Free Code Optional Service query	Interstate Access Tariff	Current tariff rate	N/A
DIRECTORY ASSISTANCE SERVICES			
DA Database Listing & Update per listing/update	TELRIC COST STUDY	\$0.04	N/A
DA Data Base Query Service		See page 4	See page 4
TOLL & LOCAL OPERATOR SERVICES			
Toll and Local Assistance Service (Live) per attempt		See page 4	See page 4
DA OPERATOR SERVICE			
DA Operator Service (Live) per attempt		See page 4	See page 4
STP TANDEM PORT			
Per DSO Equivalent Port		\$23.89	\$114.02
STREET INDEX GUIDE			
Monthly Charge		\$41.00	
Tape Charge		\$50.00	
OPERATIONAL SUPPORT SYSTEMS			
OSS Interfaces*		ICB	ICB
* Sprint is working on OSS and rates will be added as they are developed.			

STP INTERCONNECTION

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

State	Exchange	Operating Point Code	CLL Code
Florida	Tallahassee	230-010-000	THLSFLXA21W
	Tallahassee	230-011-000	THLSFLXB21W
	Winter Park	239-111-000	WNPKFLXA11W
	Altamonte Springs	239-211-000	ALSPFLXA21W
Tennessee	Bristol	239-004-000	BRSTTNXA21W
	Johnson City	239-002-000	JHCYTNXC21W
Minnesota	Osseo	239-151-000	OSSEMNXO21W
	Chaska	239-152-000	CHSKMNXC21W

Missouri	Warrensburg	239-162-000	WRBGMOXA21W
	Jefferson City	239-161-000	JFCYMOXA21W
New Jersey	Clinton	239-203-000	CLTNNJXJ77W
	Newton	239-202-000	NWTNNJXU77W
Nevada	Las Vegas	230-001-000	LSVGNVXB00W
	Las Vegas	230-002-000	LSVGNVXG00W
North Carolina	Rocky Mount	239-200-000	RCMTNCXA01W
	Fayetteville	239-201-000	FYVLNCXA01W
Ohio	Mansfield	239-204-000	MNFDOHXA24W
	Lima	239-205-000	LIMAOHXA25W
Pennsylvania	Chambersburg	239-207-000	CHBGPAXC77W
	Carlisle	239-206-000	CRLSPAXC77W
Texas	Athens	239-141-000	ATHNTXXA21W
	Humble	239-142-000	HMBLTXXA21W

OPERATOR & DIRECTORY ASSISTANCE

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

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

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN- BRI	DS0 4 Wi Digit Data 56 or kbps
Bristol XAH	BRSTTNXAH	BAND 1	\$22.69	\$38.79	\$	
Kingsport XAH	KGPTTNXAH	BAND 1	\$22.69	\$38.79	24.03	4
					\$	
					24.03	4
Johnson City XAH	JHCYTNXAH	BAND 2	\$28.27	\$48.35	\$	
					29.61	4
Elizabethton	ELTNTNXAH	BAND 3	\$33.73	\$57.67	\$	
Johnson City XCH	JHCYTNXCH	BAND 3	\$33.73	\$57.67	35.07	5
					\$	
					35.07	5
Blountville	BUVLTNXAR	BAND 4	\$40.71	\$69.62	\$	
Bristol XBR	BRSTTNXBR	BAND 4	\$40.71	\$69.62	42.05	7
					\$	
Church Hill	CHHLTNXAR	BAND 4	\$40.71	\$69.62	42.05	7
					\$	
Greeneville	GRVLTNXAH	BAND 4	\$40.71	\$69.62	42.05	7
					\$	
Kingsport XCR	KGPTTNXCR	BAND 4	\$40.71	\$69.62	42.05	7
					\$	
Midway	MDWYTNXAR	BAND 4	\$40.71	\$69.62	42.05	7
					\$	
					42.05	7
Bluff City	BLCYTNXAR	BAND 5	\$48.80	\$83.44	\$	
Erwin	ERWNTNXAR	BAND 5	\$48.80	\$83.44	50.14	8
					\$	
Sullivan Gardens	SLGRTNXAR	BAND 5	\$48.80	\$83.44	50.14	8
					\$	
					50.14	8
Baileyton	BLTNTNXAR	BAND 6	\$68.70	\$117.48	\$	
					70.04	11

Butler	BTLRTNXAR	BAND 6	\$68.70	\$117.48	\$	
Fall Branch	FLBRTNXAR	BAND 6	\$68.70	\$117.48	70.04	11
Hampton	HMPNTNXAR	BAND 6	\$68.70	\$117.48	\$	
Jonesboro	JNBOTNXAR	BAND 6	\$68.70	\$117.48	70.04	11
Limestone	LMSTTNXAS	BAND 6	\$68.70	\$117.48	\$	
Mosheim	MOSHTNXAR	BAND 6	\$68.70	\$117.48	70.04	11
Mountain City	MTCYTNXAR	BAND 6	\$68.70	\$117.48	\$	
Roan Mountain	RNMTTNXAR	BAND 6	\$68.70	\$117.48	70.04	11
Stoney Creek	STCKTNXAR	BAND 6	\$68.70	\$117.48	\$	
					70.04	11

	<u>Rate Band</u>	<u>Rate</u>
BRISTOL (SOUTH), TN	1	\$ 5.34
BRISTOL, TN	1	\$ 5.34
KINGSPORT (EAST), TN	1	\$ 5.34
KINGSPORT, TN	1	\$ 5.34
ELIZABETHTON, TN	2	\$ 6.04
GREENEVILLE, TN	2	\$ 6.04
JOHNSON CITY (MAIN), TN	2	\$ 6.04
JOHNSON CITY (NORTH), TN	2	\$ 6.04
BAILEYTON, TN	3	\$ 7.86
BLOUNTVILLE, TN	3	\$ 7.86
BLUFF CITY, TN	3	\$ 7.86
BUTLER, TN	3	\$ 7.86
CHURCH HILL, TN	3	\$ 7.86
ERWIN, TN	3	\$ 7.86
FALL BRANCH, TN	3	\$ 7.86
HAMPTON, TN	3	\$ 7.86
JONESBORO, TN	3	\$ 7.86
LIMESTONE, TN	3	\$ 7.86
MIDWAY (Sullivan Co), TN	3	\$ 7.86
MIDWAY (Washington Co.), TN	3	\$ 7.86
MOSHEIM, TN	3	\$ 7.86
MOUNTAIN CITY, TN	3	\$ 7.86
ROAN MOUNTAIN, TN	3	\$ 7.86
STONEY CREEK, TN	3	\$ 7.86
SULLIVAN GARDENS, TN	3	\$ 7.86

BAILEYTON, TN	\$0.003022
BLOUNTVILLE, TN	\$0.003022
BLUFF CITY, TN	\$0.003022
BRISTOL, TN	\$0.003022
BUTLER, TN	\$0.003022
CHURCH HILL, TN	\$0.003022
ELIZABETHTON, TN	\$0.003022
ERWIN, TN	\$0.003022
FALL BRANCH, TN	\$0.003022
GREENEVILLE, TN	\$0.003022
HAMPTON, TN	\$0.003022
JOHNSON CITY, TN	\$0.003022
JONESBORO, TN	\$0.003022
KINGSPORT, TN	\$0.003022
LIMESTONE, TN	\$0.003022
MIDWAY, TN	\$0.003022
MOSHEIM, TN	\$0.003022
MOUNTAIN CITY, TN	\$0.003022
ROAN MOUNTAIN, TN	\$0.003022
STONEY CREEK, TN	\$0.003022
SULLIVAN GARDENS, TN	\$0.003022

Tennessee

Band	DS1	DS3
1	155.47	2895.25
2	165.03	3230.95
3	169.82	3398.80
4	184.17	3902.35
5	261.24	5790.51
6	293.57	6797.60
7	337.80	7630.79
8	367.01	8304.91
9	368.33	8685.76
10	399.34	9692.86
11	491.44	11359.2
		4
12	520.14	12033.3
		5
13	675.61	12707.4
		7
14	704.31	
15	862.87	
16	1011.58	
17	1047.03	
18	1231.20	
19	1538.47	

Sprint / United Telephone of the Southeast, Inc. - Tennessee
Rate Table
Updated 2/25/99 for ICB 99-010

Originating	Terminating	Originating	Terminating
BLTNTNXA	GRVLTNXA	Baileyton	Greeneville
BLTNTNXA	LMSTTNXA	Baileyton	Limestone
BLTNTNXA	MOSHTNXA	Baileyton	Mosheim
BUVLTNXA	BLCYTNXA	Blountville	Bluff City
BUVLTNXA	BRSTTNXA	Blountville	Bristol, TN and Bristol, VA
BUVLTNXA	CHHLTNXA	Blountville	Church Hill, Mt. Carmel
BUVLTNXA	FLBRTNXA	Blountville	Fall Branch
BUVLTNXA	KGPTTNXA	Blountville	Kingsport
BUVLTNXA	MDWYTNXA	Blountville	Midway (Sullivan County)
BUVLTNXA	KGPTTNXC	Blountville	Morrison City, VA
BUVLTNXA	SLGRTNXA	Blountville	Sullivan Gardens
BLCYTNXA	BRSTTNXA	Bluff City-Piney Flats	Bristol, TN and Bristol, VA
BLCYTNXA	CHHLTNXA	Bluff City-Piney Flats	Church Hill
BLCYTNXA	FLBRTNXA	Bluff City-Piney Flats	Fall Branch
BLCYTNXA	KGPTTNXA	Bluff City-Piney Flats	Kingsport
BLCYTNXA	MDWYTNXA	Bluff City-Piney Flats	Midway (Sullivan County)
BLCYTNXA	SLGRTNXA	Bluff City-Piney Flats	Sullivan Gardens
BRSTTNXA	CHHLTNXA	Bristol, TN	Church Hill
BRSTTNXA	FLBRTNXA	Bristol, TN	Fall Branch
BRSTTNXA	KGPTTNXA	Bristol, TN	Kingsport
BRSTTNXA	MDWYTNXA	Bristol, TN	Midway (Sullivan County)
BRSTTNXA	SLGRTNXA	Bristol, TN	Sullivan Gardens
BTLR TNXA	ELTNTNXA	Butler	Elizabethton
BTLR TNXA	HMPNTNXA	Butler	Hampton
BTLR TNXA	RNM TTNXA	Butler	Roan Mountain
BTLR TNXA	STCKTNXA	Butler	Stoney Creek
CHHL TNXA	FLBRTNXA	Church Hill-Mt. Carmel	Fall Branch
CHHL TNXA	KGPTTNXA	Church Hill-Mt. Carmel	Kingsport
CHHL TNXA	MDWYTNXA	Church Hill-Mt. Carmel	Midway (Sullivan County)
CHHL TNXA	KGPTTNXC	Church Hill-Mt. Carmel	Morrison City, VA
CHHL TNXA	SLGRTNXA	Church Hill-Mt. Carmel	Sullivan Gardens
ELTNTNXA	HMPNTNXA	Elizabethton	Hampton
ELTNTNXA	RNM TTNXA	Elizabethton	Roan Mountain
ELTNTNXA	STCKTNXA	Elizabethton	Stoney Creek
FLBRTNXA	KGPTTNXA	Fall Branch	Kingsport
FLBRTNXA	MDWYTNXA	Fall Branch	Midway (Sullivan County)
FLBRTNXA	KGPTTNXC	Fall Branch	Morrison City, VA
FLBRTNXA	SLGRTNXA	Fall Branch	Sullivan Gardens

GRVLTNXA	BLGPTNMA	Greeneville	Bulls Gap*
GRVLTNXA	LMSTTNXA	Greeneville	Limestone
GRVLTNXA	MOSHTNXA	Greeneville	Mosheim
HMPNTNXA	RNMTTNXA	Hampton	Roan Mountain
HMPNTNXA	STCKTNXA	Hampton	Stoney Creek
JHCYTNXA	JNBOTNXA	Johnson City Main	Jonesborough-Sulphur Spring
JHCYTNXA	LMSTTNXA	Johnson City Main	Limestone
JHCYTNXA	MDWYTNXA	Johnson City Main	Midway (Washington County)
JHCYTNXC	JNBOTNXA	Johnson City North	Jonesborough-Sulphur Spring
JHCYTNXC	LMSTTNXA	Johnson City North	Limestone
JHCYTNXC	MDWYTNXA	Johnson City North	Midway (Washington County)
JHCYTNXC	WYVLVAXA	Johnson City North	Wytheville
JNBOTNXA	LMSTTNXA	Jonesborough-Sulphur Springs	Limestone
JNBOTNXA	MDWYTNXA	Jonesborough-Sulphur Springs	Midway (Washington County)
KGPTTNXA	MDWYTNXA	Kingsport	Midway (Sullivan County)
KGPTTNXA	SLGRTNXA	Kingsport	Sullivan Gardens
LMSTTNXA	MDWYTNXA	Limestone	Midway (Washington County)
LMSTTNXA	MOSHTNXA	Limestone	Mosheim
MDWYTNXA	MDWYTNXA	Midway (Sullivan County)	Midway (Washington County)
MDWYTNXA	KGPTTNXC	Midway (Sullivan County)	Morrison City, VA
MDWYTNXA	SLGRTNXA	Midway (Sullivan County)	Sullivan Gardens
MOSHTNXA	BLGPTNMA	Mosheim	Bulls Gap*
MTCYTNXA	SHVYTNXA	Mountain City	Shady Valley*
RNMTTNXA	STCKTNXA	Roan Mountain	Stoney Creek

**ATTACHMENT II
LOCAL RESALE**

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1. At the request of Hyperion, and pursuant to the requirements of the Act, and FCC and Authority Rules and Regulations, Sprint shall make available to Hyperion for resale at a wholesale discount Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Authority. The Telecommunications Services provided by Sprint to Hyperion pursuant to this Attachment II are collectively referred to as "Local Resale."
- 1.2. To the extent that this Attachment describes services which Sprint shall make available to Hyperion for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

2. GENERAL TERMS AND CONDITIONS

- 2.1. Pricing. The prices charged to Hyperion for Local Resale are set forth in Attachment I of this Agreement. Requirements for Specific Services

- 2.1.1. CENTREX Requirements

- 2.1.1.1. At Hyperion's option, Hyperion may purchase the entire set of CENTREX features or a subset of any one such feature. The CENTREX Service provided for resale will meet the requirements of this § 2.1.
- 2.1.1.2. All features and functions of CENTREX Service, including CENTREX Management System (CMS), whether offered under tariff or otherwise, shall be available to Hyperion for resale.
- 2.1.1.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to Hyperion.
- 2.1.1.4. All service levels and features of CENTREX Service provided by Sprint for resale by Hyperion shall be at parity with the service levels and features of CENTREX Service Sprint provides its subscribers.
- 2.1.1.5. Consistent with Sprint's tariffs, Hyperion, at its expense, may collect all data and aggregate the CENTREX local exchange, and IntraLATA traffic usage of Hyperion subscribers to qualify for volume discounts on the basis of such aggregated usage.
- 2.1.1.6. Hyperion may request that Sprint suppress the need for Hyperion subscribers to dial "9" when placing calls outside the CENTREX System. Should Hyperion request this capability for its subscriber, the

subscriber will not be able to use 4 digit dialing.

2.1.1.7. Hyperion may resell call forwarding in conjunction with CENTREX Service.

2.1.1.8. Hyperion may purchase any CENTREX Service for resale subject to the minimum number of lines required by Sprint's tariff to qualify for CENTREX Service, but otherwise without restriction on the maximum number of lines that may be purchased for such service.

2.1.1.9. Sprint shall make available to Hyperion for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to Hyperion for resale.

2.1.1.10. Hyperion may resell Automatic Route Selection ("ARS"). Hyperion may aggregate multiple Hyperion subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.

2.1.2. Voluntary Federal and State Subscriber Financial Assistance Programs

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

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

2.1.4. Sprint agrees not to offer any new N11 Telecommunications Services after the Effective Date of this Agreement unless Sprint makes any such service available for resale.

2.1.5. Hyperion shall have the right to resell any N11 Telecommunications Service, including but not limited to 411 services, existing as of the Effective Date. Where technically feasible, these services shall be unbranded and

routed to Hyperion, as required by Hyperion pursuant to Part A § 12.

- 2.1.6. Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale at a wholesale discount all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with FCC and Authority Rules and Regulations.
- 2.1.7. Hyperion and Sprint agree that Hyperion will receive a wholesale discount on resale payphone lines, except for payphone lines that Hyperion uses itself or that Hyperion resells to an affiliate as defined in the Act. Should Sprint become aware that Hyperion is using wholesale payphone lines in the manner excepted above, the Parties agree that all payphone lines will be repriced at retail from the inception of the agreement, and will remain at retail rates as long as this agreement is in force. The Parties agree to renegotiate this paragraph when the FCC provides a ruling on Sprint's Petition for Limited Reconsideration and/or Clarification, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Dated September 30, 1996; regarding the discount for payphone lines if such ruling is inconsistent with this paragraph.
- 2.1.8. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Sprint shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.
- 2.1.9. Hospitality Service
 - 2.1.9.1. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 2.1.10. LIDB Administration
 - 2.1.10.1. Sprint shall maintain customer information for Hyperion customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain, on the same schedule that it uses for its own similarly situated end-user subscribers, the Hyperion information in LIDB.

2.1.10:2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as Hyperion's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number. At such time as Sprint's LIDB has the software capability to recognize that the resold number is Hyperion's then, if Hyperion desires to store resold numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement.

ATTACHMENT III NETWORK ELEMENTS

1. GENERAL

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

2. UNBUNDLED NETWORK ELEMENTS

- 2.1. Sprint shall offer Network Elements to Hyperion for the purpose of offering Telecommunication Services to Hyperion subscribers. Sprint shall offer Network Elements to Hyperion on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement. The initial set of Network Elements include:

- 2.1.1. Local Loop

- 2.1.2. Network Interface Device (NID)

- 2.1.3. Switching Capability

- 2.1.3.1. Local Switching

- 2.1.3.2. Tandem Switching

- 2.1.4. Interoffice Transmission Facilities

- 2.1.4.1. Dedicated

- 2.1.4.2. Common

- 2.1.5. Signaling Networks & Call Related Databases

- 2.1.6. Operations Support Systems

- 2.1.7. Operator Services & Directory Assistance

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

- 2.3. Each Network Element provided by Sprint to Hyperion shall be at parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.

3. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING

- 3.1. Sprint shall promptly consider and analyze access to categories of unbundled Network Elements not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to FCC Rule § 51.319 adopted in First Report & Order, CC Docket No. 96-98, (rel. Aug. 8, 1996).
- 3.2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
- 3.3. Hyperion may cancel a Network Element Bona Fide Request at any time, but shall pay Sprint's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 3.4. Within ten (10) business days of its receipt, Sprint shall acknowledge receipt of the Network Element Bona Fide Request.
- 3.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Bona Fide Request, Sprint shall provide to Hyperion a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that Sprint will offer access to the Network Element or will provide a detailed explanation that access to the Network Element does not qualify as a Network Element that is required to be provided under the Act.
- 3.6. Upon receipt of the preliminary analysis, Hyperion shall, within thirty (30) days, notify Sprint of its intent to proceed or not to proceed.
- 3.7. Sprint shall promptly proceed with the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, Sprint shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 3.8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, Sprint shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, Hyperion must either confirm its order for the Network Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Authority pursuant to § 252 of the Act.
- 3.10. If a Party to a Network Element Bona Fide Request believes that the other

Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Authority pursuant to § 252 of the Act.

4. LOOP

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

4.2. Loop Capabilities

4.2.1. Voice grade loops are analog loops that facilitate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the Carrier's customer's premises and a 2-wire or 4-wire electrical interface at Sprint's central office frame. The Hyperion shall not install equipment on analog loops that exceeds the specified bandwidth.

4.2.2. Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires the Hyperion to provide in writing (via the service order) the grade of service desired in a particular loop (e.g., ISDN-BRI, PRI, ADSL, HDSL, DS1, etc.) so that the loop may be engineered to meet the appropriate spectrum compatibility requirements. If the Hyperion requires a change in the grade of service of a particular loop, e.g. changing from ISDN service to ADSL, the Hyperion shall notify Sprint in writing of the requested change in grade of service (via a service order). If Sprint finds that it is not technically feasible to provide the new level of service to Hyperion, Sprint will notify the Hyperion that it is unable to meet the request. If a particular grade of service is installed but Hyperion uses the loop to provide a service that exceeds the engineered capacity of a medium (i.e., interferes with other services) Sprint will suspend that particular service then notify Hyperion and work with Hyperion to return some level of service to the end user.

4.2.3. The Hyperion will submit a BFR for non-voice grade loops that are not currently price-listed.

- 4.2.4. Reverse ADSL Loops - all ADSL ATU-C units in Sprint's network, including those integrated into DSLAMs, should either reside within a Sprint host or remote central office. If an ADSL copper loop should start at an outside location, and looped through a host or remote, and then onto the customer, the copper plant from the outside location to the Sprint central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 4.2.5. Hyperion shall meet the power spectral density requirement given in the respective technical references listed below:
- 4.2.6. For Basic Rate ISDN: Bellcore TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
For HDSL installations: Bellcore TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.
- 4.2.7. For ADSL: ANSI T1.413-1995 (Issue 1) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface. Note: Issue 2 of the standard will be balloted soon. It will drop an option that was in Issue 1 called Power Boost. Sprint does not permit the Power Boost option used in its local network.
- 4.2.8. As an alternative to Sections 3.3.1, 3.3.2, and 3.3.3, Hyperion may meet the requirements given in ANSI document T1E1.4/97-180R1, "Normative Text for Spectral Compatibility Evaluations" dated June 30, 1997.
- 4.3. If Sprint uses Integrated Digital Loop Carrier or other similar remote concentration devices, Sprint will make alternative arrangements at Hyperion's request, to provide an unbundled local loop. Alternative arrangements may include copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting. The cost of modifications will be recovered from the requesting Hyperion.

5. LOCAL SWITCHING

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

operational features inherent to the switch and switch software.

5.2. Technical Requirements

5.2.1. Sprint shall provide its standard recorded announcements (as designated by Hyperion) and call progress tones to alert callers of call progress and disposition. Hyperion will use the BFR process for unique announcements in accordance with Article 3 of Attachment III of this Agreement.

5.2.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to Hyperion's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by Hyperion.

5.2.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.

5.2.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at parity with those provided by Sprint to itself or any other party.

5.3. Interface Requirements:

5.3.1. Sprint shall provide the following interfaces:

5.3.2. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

5.3.2.1. Coin phone signaling;

5.3.2.2. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

5.3.2.3. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

5.3.2.4. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;

5.3.2.5. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems);

5.4. Sprint shall provide access to interfaces, including but not limited to:

5.4.1. SS7 Signaling Network, Dial Plus or Multi-Frequency trunking if requested by Hyperion;

5.4.2. Interface to Hyperion operator services systems or Operator Services through appropriate trunk interconnections for the system; and

5.4.3. Interface to Hyperion directory assistance services through the Hyperion switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other Hyperion required access to interexchange carriers as requested through appropriate trunk interfaces.

6. DIRECTORY ASSISTANCE SERVICE

6.1. Sprint shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by Hyperion subscribers directly to, at Hyperion's option, either (a) the Hyperion DA service platform to the extent Sprint's switch can perform this customized routing, or (b) Sprint's DA service platform to the extent there is a DA service platform for that serving area.

6.1.1. Sprint shall provide Hyperion with the same level of support for the provisioning of Directory Assistance as Sprint provides itself. Quality of service standards shall be measured at the aggregate level in accordance with standards and performance measurements that are at parity with the standards and/or performance measurements that Sprint uses and/or which are required by law or regulatory agency rules or orders.

6.1.2. Directory Assistance services provided by Sprint to Hyperion subscribers shall be branded in accordance with Article 12 of Bof this Agreement.

7. OPERATOR SERVICES

7.1. Sprint shall provide for the routing of local Operator Services calls (including but not limited to 0+, 0-) dialed by Hyperion subscribers directly to either the Hyperion operator Service platform or Sprint Operator Service platform to the extent Sprint's switch can perform this customized routing.

7.1.1. Sprint shall provide Operator Services to Hyperion as described below until, at Hyperion's discretion, Sprint routes calls to the Hyperion Local Operator Services platform.

7.1.1.1. Sprint agrees to provide Hyperion subscribers the same Operator Services available to Sprint subscribers. Sprint shall make available its service enhancements on a non-discriminatory basis.

7.1.1.2. Operator Services provided to Hyperion subscribers shall be branded in accordance with Article 12 of Part B of this Agreement.

7.1.1.3. Sprint shall exercise the same level of fraud control in providing Operator Service to Hyperion that Sprint provides for its own operator service.

8. TRANSPORT

8.1. Common Transport

8.1.1. Definition: Common Transport provides a local interoffice transmission path between the Sprint tandem switch and a Sprint or Hyperion end office switch. Common transport is shared between multiple carriers and is required to be switched at the tandem.

8.1.2. Sprint shall offer Common Transport at DS0, DS1, DS3, STS-1 or higher transmission bit rate circuits.

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

8.2. Dedicated Transport

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

8.2.2. Technical Requirements

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

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

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

9. TANDEM SWITCHING

9.1. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to Hyperion, Sprint, independent telephone companies, IXCs and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.

9.2. Technical Requirements

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

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

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

9.2.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide Hyperion access to Sprint's end offices.

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

9.2.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the area billing centers designed by Hyperion.

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

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

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

9.3. Interface Requirements

9.3.1. Direct trunks will be utilized for interconnection to Sprint Tandems, excluding transit traffic via common trunks as may be required under the Act.

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

10. NETWORK INTERFACE DEVICE

10.1. The Network Interface Device ("NID") is a single-line termination device or that portion of a multiple-line termination device required to terminate a single

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

10.2. Hyperion may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination for each loop. If additional NID terminations are required, Hyperion may request them pursuant to process detailed in Part A § 7 herein.

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

Figure 1 shows a schematic of a NID.

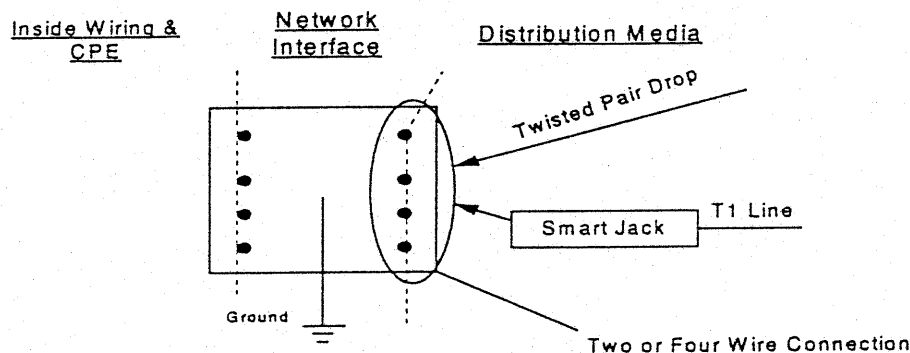


Figure 1 - Network Interface Device

10.4. Technical Requirements

10.4.1. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and/or cross connect to Hyperion's NID and shall maintain a connection to ground that meets the requirements set forth below. Each Party shall ground its NID independently of the other Party's NID.

10.4.2. The NID shall be the interface to subscribers' premises wiring for all loop technologies.

11. SIGNALING SYSTEMS AND DATABASES

11.1. Signaling Systems

11.1.1. Signaling Link Transport

11.1.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between Hyperion-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.

11.1.1.2. Technical Requirements: Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

11.1.1.3. Interface Requirements: There shall be a DS1 (1.544 Mbps) interface at the Hyperion-designated SPOIs. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

11.1.2. Signaling Transfer Points (STPs)

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

11.1.2.2. Figure 2 depicts Signaling Transfer Points.

Signaling Transfer Points.

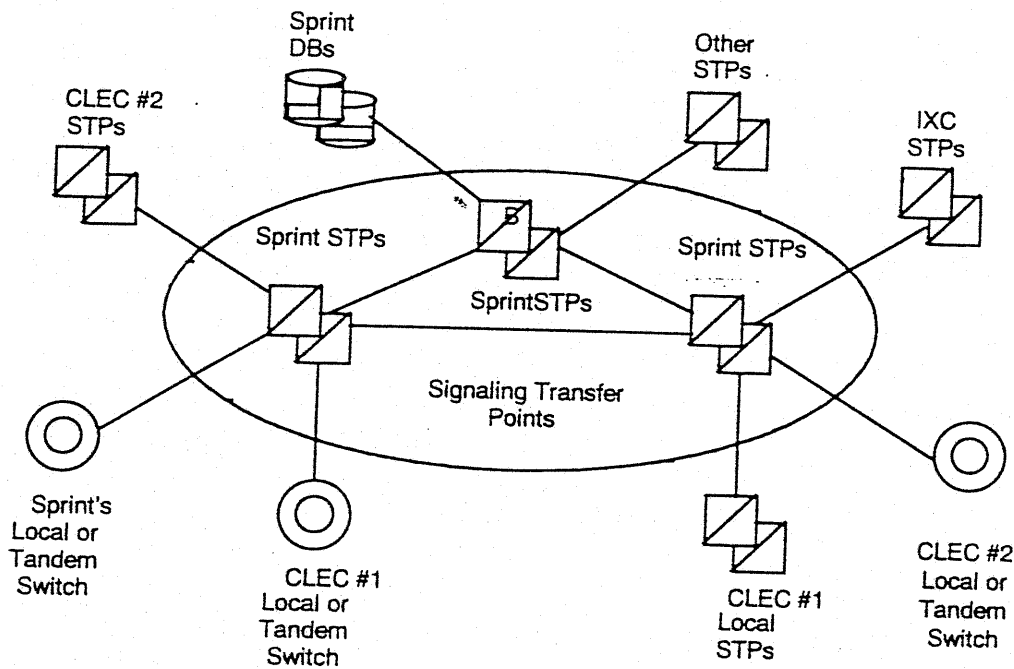


Figure 2

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

11.1.2.3.1. Sprint Local Switching or Tandem Switching;

11.1.2.3.2. Sprint Service Control Points/DataBases;

11.1.2.3.3. Third-party local or Tandem Switching systems; and

11.1.2.3.4. Third-party-provided STPs.

11.1.2.4. Interface Requirements: Sprint shall provide the following STPs options to connect Hyperion or Hyperion-designated local switching systems or STPs to the Sprint SS7 network:

11.1.2.4.1. An A-link interface from Hyperion local switching systems;
and,

11.1.2.4.2. B or D-link interface from Hyperion STPs.

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

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

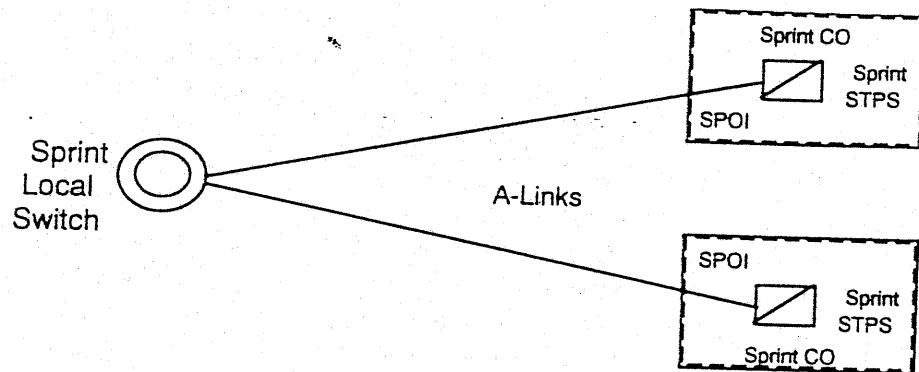


Figure 3. A-Link Interface

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

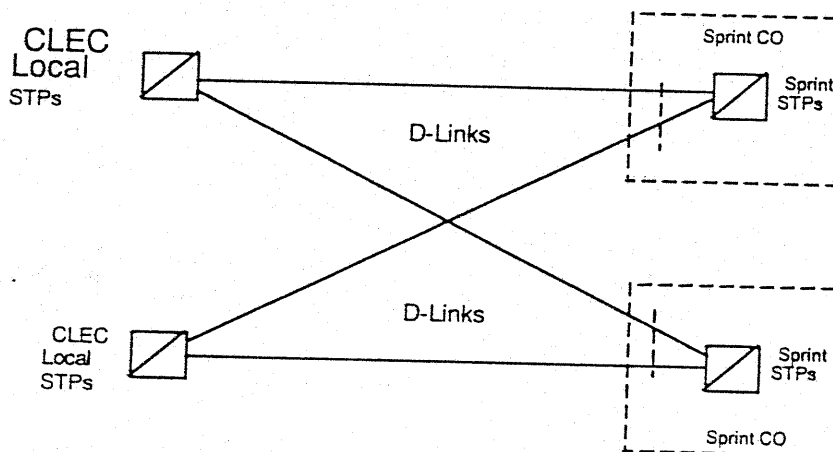


Figure 4. D-Link Interface

11.1.2.4.6. Signaling point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STPs is located. There shall

be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DSO channel within the DS1 or higher rate interface.

11.2. Line Information Database (LIDB)

11.2.1. The LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with subscribers Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements, or Hyperion's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the Sprint CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

11.2.2. Technical Requirements

11.2.2.1. Prior to the availability of a long-term solution for Number Portability, Sprint shall enable Hyperion to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.

11.2.2.2. Prior to the availability of a long-term solution for Number Portability, Sprint shall enable Hyperion to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, and NPA-NXX and NXX-0/1XX Group Records, belonging to an NPA-NXX or NXX-0/1 XX owned by Hyperion.

11.2.2.3. Subsequent to the availability of a long-term solution for Number Portability, Sprint shall enable Hyperion to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.

11.2.2.4. Sprint shall perform the following LIDB functions for Hyperion's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.

11.2.2.5. Sprint shall process Hyperion's subscriber records in LIDB at parity with Sprint subscriber records, with respect to other LIDB functions (as defined in the technical reference in § 13.5). Sprint shall indicate to

Hyperion what additional functions (if any) are performed by LIDB in their network.

11.2.2.6. Sprint shall perform backup and recovery of all of Hyperion's data in LIDB at parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

11.3. Toll Free Number Database

11.3.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features during call set-up in response to queries from SSPs. Sprint shall provide the Toll Free Number Database in accordance with the following:

11.3.2. Technical Requirements

11.3.2.1. Sprint shall make the Sprint Toll Free Number Database available for Hyperion to query, from Hyperion's designated switch including Sprint unbundled local switching with a toll-free number and originating information.

11.3.2.2. The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

11.3.3. Interface Requirements: The signaling interface between the Hyperion or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface.

ATTACHMENT IV INTERCONNECTION

1. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

1.1. The Parties agree to initially use 2-Way trunks (1-way directionalized) for an interim period. The Parties shall transition all 1-way trunks established under this Agreement.

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

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

1.1.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network. Hyperion

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

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

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

1.2. Point of Interconnection

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

1.2.2. Hyperion will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

1.2.3. For construction of new facilities the Parties choose to interconnect at a mid-span meet, Hyperion and Sprint will jointly provision the facilities that connect the two networks. *Sprint will be required to provide fifty (50) percent of the facilities or to its exchange boundary, whichever is less.*

1.2.4. Or, should Carrier prefer, new interconnection facilities may be provisioned via third party facilities or Carrier lease of tariffed services from

Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.

1.2.4.1. If third-party-leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third-party, the POI will be defined as the Sprint office in which the leased circuit terminates. Carrier is responsible to terminate the leased facility in a colocation space (if unbundled loops or switched ports will be purchased in the central office) or a set of Sprint-provided DS-X jacks to clearly establish the POI.

1.2.4.2. If Sprint-provided-leased facilities are used, the POI will be defined as the demarc between Sprint's facility and Carrier's equipment as long as the end point is within Sprint's exchange area.

2. INTERCONNECTION COMPENSATION MECHANISMS

2.1. Each Party is responsible for bringing their facilities to the Point of Interconnection.

2.2. Interconnection Compensation

2.2.1. If Sprint provides 100% of the facility, Sprint will charge carrier 100% of the lease rates for the facility. Carrier may charge Sprint a proportionate amount of Sprint's dedicated transport rate based on the use of the facility as described above.

2.2.2. If a meet-point is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and Carrier, the relative use factor will be reduced by the proportionate length of haul provided by each Party. Sprint shall be responsible for provisioning 50 percent of the interconnection facilities or to Sprint's wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50 percent of the interconnection facilities or to Sprint's wire center boundary, whichever is greater.

2.2.3. If Carrier provides 100% of the interconnection facility via: lease of meet-point circuits between Sprint and a third-party; lease of third party facilities or construction of its own facilities; Carrier may charge Sprint for proportionate amount based on relative usage using the lesser of:

2.2.3.1. Sprint's dedicated interconnection rate;

2.2.3.2. Its own costs if filed and approved by a Authority of appropriate jurisdiction; and

2.2.3.3. The actual lease cost of the interconnecting facility.

2.3. Compensation for Local Traffic Transport and Termination

2.3.1. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

2.3.1.1. "Transport", which includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user.

2.3.1.2. "Termination", which includes the switching of Local Traffic at the terminating carrier's end office switch.

2.4. When a Hyperion subscriber places a call to Sprint's subscriber, Hyperion will hand off that call to Sprint at the POI. Conversely, when Sprint hands over Local Traffic to Hyperion for Hyperion to transport and terminate, Sprint may use the established POI or Sprint may designate its own POI.

2.4.1. Hyperion and Sprint may designate a POI at any technically feasible point including but not limited to any electronic or manual cross-connect points, collocations, entrance facilities, and mid-span meets. The transport and termination charges for Local Traffic flowing through an POI shall be as follows:

2.4.2. When calls from Hyperion are terminating on Sprint's network through the Sprint Tandem Switch, Hyperion will pay Sprint for transport charges from the POI to the Tandem for dedicated transport. Hyperion shall also pay a charge for Tandem Switching, common transport to the end office, and end-office termination.

2.4.3. When Sprint terminates calls to Hyperion's subscribers using Hyperion's switch, Sprint shall pay Hyperion for transport charges from the POI to the Hyperion switching center for dedicated transport. Sprint shall also pay to Hyperion a charge symmetrical to its own charges for the functionality actually provided by Hyperion for call termination.

2.4.4. Hyperion may choose to establish direct trunking to any given end office. If Hyperion leases trunks from Sprint, it shall pay charges for dedicated transport. For calls terminating from Hyperion to subscribers served by these directly-trunked end offices, Hyperion shall also pay an end-office termination. For Sprint traffic terminating to Hyperion over the direct end office trunking, compensation payable by Sprint shall be the same as that detailed in § 2.4.2 above.

3. SIGNALING

3.1. Signaling protocol. The Parties will interconnect their networks using SS7

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

3.2. Refer to Attachment III, Article 10 for detailed terms of SS7 Network Interconnection.

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

3.3.1. Where Hyperion is unwilling to utilize an alternate interconnection protocol, Hyperion will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within 30 days of the Approval Date consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS extended super frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between Hyperion and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, Hyperion, or Sprint internal customer demand for 64K CCC trunks. Where technically feasible, these trunks will be established as two-way.

4. NETWORK SERVICING

4.1. Trunk Forecasting:

4.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

- 4.1.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);
- 4.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
- 4.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
- 4.1.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 4.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher, as agreed upon by Hyperion and Sprint.
- 4.1.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of 1% during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:

4.1.5.1. In the event that one Party over-forecasts its trunking requirements by 20% or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it occurs.

4.1.5.2. The calculation of the 20% over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.

4.1.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

4.1.6.

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

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

5. NETWORK MANAGEMENT

5.1. Protective Protocols

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

5.2. Expansive Protocols

5.2.1. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

5.3. Mass Calling

5.3.1. Hyperion and Sprint shall cooperate and share pre-planning information,

where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

6. USAGE MEASUREMENT

- 6.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 6.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 6.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the Percent Local Use (PLU) of the traffic terminated to each other over the Local Interconnection trunk groups.
 - 6.3.1. Where possible, within 20 business days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), each Party will provide to the other a usage report for the purpose of updating the PLU, showing the total traffic volume described in terms of minutes and messages and by jurisdiction (local and toll) terminated to each other over the Local Interconnection trunk groups.
 - 6.3.2. Otherwise the Parties will agree on an alternate method for the development of the PLU.

7. TRANSIT TRAFFIC

- 7.1. Transit Traffic means the delivery of local or intraLATA toll and switched traffic by Carrier or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks. The following traffic types will be delivered by either Party: local traffic and intraLATA toll and switched traffic originated from Carrier or Sprint and delivered to such third party LEC, ILEC or CMRS; and intraLATA 800 traffic.
- 7.2. Terms and Conditions
 - 7.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic to that third party.

7.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

7.3. Payment Terms and Conditions

7.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:

7.3.1.1. The originating Party shall pay to the transiting Party a transit service charge as set forth in the Pricing Schedule; and

7.3.1.2. If the terminating company requests, and the transiting company does not provide, the terminating company with the originating record in order for the terminating company to bill the originating company, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating company.

7.4. Billing Records and Exchange of Data

7.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate Transactional Capability Application Party (TCAP) messages in order to facilitate full interoperability and billing functions.

7.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLEC, ILEC, or CMRS provider. To the extent Sprint incurs additional cost in providing this billing information, Carrier agrees to reimburse Sprint for its direct costs of providing this information.

7.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

8. RESPONSIBILITIES OF THE PARTIES

8.1. Sprint and Hyperion will review engineering requirements consistent with the Implementation Plan described in Part B, Article 31 and Part C, Attachment IV, Article 4 and otherwise as set forth in this Agreement.

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

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

8.4. Hyperion and Sprint shall:

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

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

8.4.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

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

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

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

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

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

ATTACHMENT V COLLOCATION

1. TECHNICAL REQUIREMENTS

- 1.1. Sprint shall provide space, as requested by Hyperion, to meet Hyperion's needs for placement of equipment, interconnection, or provision of service ("Collocated Space") in accordance with this Attachment V and Sprint's FCC #1 tariff and Tennessee tariff.
 - 1.1.1. Hyperion shall not occupy or use the Collocated Space, or permit the Collocated Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by this Agreement, if such purpose, act or thing (i) is in violation of any public law, ordinance or governmental regulation; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums beyond such increase as results from the contemplated occupancy for any insurance policy carried on the building or covering its operation; or (iv) violates the terms of this Agreement.
- 1.2. Sprint shall provide intraoffice facilities (e.g., DS0, DS-1, DS-3, and other available transmission speeds) as agreed to by Hyperion and Sprint to meet Hyperion's need for placement of equipment, interconnection, or provision of service.
- 1.3. Sprint agrees to allow Hyperion's employees and designated agents unrestricted but escorted access to Hyperion dedicated space in Sprint offices twenty-four (24) hours per day each day of the week. Hyperion shall use reasonable efforts to provide Sprint twenty-four (24) hours prior notice of such access. Sprint may place reasonable security restrictions, including an escort requirement and charge for such escort, on access by Hyperion's employees and designated agents to the Collocated Space in unmanned Sprint offices. Notwithstanding the above, Sprint agrees that such space shall be available to Hyperion's employees and designated agents twenty-four (24) hours per day each day of the week upon twenty-four (24) hours prior notice. In no case should any reasonable security restrictions be more restrictive than those Sprint places on their own personnel, except with respect to an escort requirement as set forth above.
- 1.4. Hyperion may collocate the amount and type of equipment it deems necessary in its Collocated Space in accordance with FCC Rules and Regulations and Sprint's FCC #1 tariff and Tennessee tariff. Such equipment shall meet Bellcore specifications and be manufactured by a Sprint approved vendor. Approved vendors will, at a minimum, be vendors Sprint currently approves for its own use. Sprint will approve additional vendors provided they meet industry standards.
- 1.5. Sprint shall permit a collocating telecommunications carrier to interconnect its

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

- 1.6. Sprint shall permit Hyperion or its designated subcontractor to perform the construction of physical collocation arrangements, provided, however, that any such Hyperion subcontractor shall be subject to Sprint's approval, such approval shall not be unreasonably withheld. Approval by Sprint shall be based on the same criteria it uses in approving contractors for its own purposes.
- 1.7. Hyperion shall not make substantial installations, alterations or additions in or to the Collocated Space without submitting plans and specifications to Sprint and securing the prior written consent of Sprint in each instance. Sprint's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocated Space that do not adversely affect the building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of Hyperion.
 - 1.7.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Sprint's transaction of business. Hyperion shall permit Sprint to inspect all construction operations within the premises and to approve contractors, which approval shall not be unreasonably withheld. If alterations are made by Hyperion's contractors, Hyperion shall furnish to Sprint prior to commencement thereof, building permits and certificates of insurance to be provided by Hyperion's contractors and sub-contractors. Any such insurance to be provided by Hyperion's contractors or sub-contractors shall provide for coverage in amounts not less than as required by Sprint of Hyperion under § 2.45 of this Attachment V. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used shall be furnished to Sprint. Hyperion and its contractors and sub-contractors shall hold Sprint harmless from all claims, costs, damages, liens and expenses which may arise out of or be connected in any way with installations, alterations or additions.
 - 1.7.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocated Space by and at the expense of Hyperion or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocated Space. Upon termination of a license for Collocated Space, however, Sprint shall have the right to require Hyperion to remove such fixtures and installations, alterations or additions at Hyperion's expense, and to surrender the Collocated Space in the same condition as it was prior to the making of any or all such improvements,

reasonable wear and tear excepted.

- 1.7.3. All fixtures and other equipment to be used by Hyperion in, about or upon the premises shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.
- 1.8. Sprint shall provide basic telephone service with a connection jack as ordered by Hyperion from Sprint for the Collocated Space. Upon Hyperion's request, this service shall be available at the Collocated Space on the day that the space is turned over to Hyperion by Sprint.
- 1.9. Sprint shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Hyperion's space and equipment. These environmental conditions shall adhere to Bellcore Network Equipment Building System (NEBS) standards TR-EOP-000063 or other mutually agreed standards.
 - 1.9.1. If Hyperion locates equipment or facilities in the Collocated Space which Sprint determines affect the temperature or other environmental conditions otherwise maintained by Sprint in the building, Sprint reserves the right to provide and install supplementary air conditioning units or other environmental control devices for the Collocated Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by Hyperion's equipment or facilities shall be paid by Hyperion to Sprint.
 - 1.9.2. If Hyperion's equipment or facilities requires cooling capability in excess of that normally provided by Sprint for its own equipment, any required supplementary air conditioning required by Hyperion shall be paid by Hyperion to Sprint.
- 1.10. Where available and subject to Sprint's standard security procedures, Sprint shall provide access to eyewash stations, shower stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for Hyperion personnel and its designated agents.
- 1.11. Sprint shall provide all ingress and egress of fiber and power cabling to Collocated Spaces. Hyperion's specific diversity requirements for each site or Network Element will be provided in the collocation request.
- 1.12. Each Party shall ensure protection of the other Party's proprietary subscriber information. In conjunction with any collocation arrangement Sprint and Hyperion shall adhere to the provisions of Article 13 of Part B of this Agreement.
- 1.13. Sprint shall participate in and adhere to negotiated and agreed to service guarantees and Performance Standards, if any.
- 1.14. Sprint shall provide Hyperion with written notice five (5) business days

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

- 1.15. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments or decorating to the Collocated Space, building and property, in a manner consistent with Sprint's normal business practices.
 - 1.15.1. Sprint shall, where practical, provide Hyperion with five (5) business days prior notice before making repairs and/or performing maintenance on the Collocated Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the building or the Collocated Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Sprint; provided, however, that Hyperion shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at Hyperion's request. Hyperion shall have the right, at its sole expense, to be present during repair or maintenance of the Collocated Space.
- 1.16. Hyperion shall provide Sprint with written notice five (5) business days prior to those instances where Hyperion or its subcontractors may be performing work in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support Sprint equipment. Hyperion will inform Sprint by telephone of any emergency related activity that Hyperion or its subcontractors may be performing in the general area of the Collocated Space, or in the general area of the AC and DC power plants which support Sprint equipment. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that Sprint can take any action required to monitor or protect its service.
- 1.17. To the extent Sprint performs the construction of the physical collocation arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to Hyperion's order must thereafter be approved by Hyperion.
- 1.18. Hyperion and Sprint will complete an acceptance walk through of those portions of the collocation arrangement provided by Sprint. Exceptions that are noted during this acceptance walk through shall be corrected by Sprint within

five (5) business days after the walk through except where circumstances reasonably warrant additional time. In such event, subject to Hyperion's consent, which shall not be unreasonably withheld, Sprint shall be given additional time. The correction of these exceptions from the original collocation request shall be at Sprint's expense.

- 1.19. Sprint shall provide detailed Telephone Equipment drawings depicting the exact location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for Sprint Point of Termination Bay(s) to Hyperion within ten (10) business days of acceptance of Hyperion's request for Collocated Space.
- 1.20. Sprint shall provide detailed drawings depicting the exact path, with dimensions, for Hyperion Outside Plant Fiber ingress and egress into Collocated Space within ten (10) business days of the acceptance of Hyperion's request for Collocated Space.
- 1.21. Sprint shall provide detailed power cabling connectivity information including the sizes and number of power feeders to Hyperion within ten (10) business days of the acceptance of Hyperion's request for Collocated Space.
- 1.22. To the extent Sprint performs the construction of the physical collocation arrangement, Sprint shall provide positive confirmation to Hyperion when construction of Collocated Space is 50% completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates.
- 1.23. Sprint shall provide the following information to Hyperion within ten (10) business days of receipt of a written request from Hyperion:
 - 1.23.1. Work restriction guidelines.
 - 1.23.2. Sprint or Industry technical publication guidelines that impact the design of Sprint collocated equipment.
 - 1.23.3. Sprint contacts (names and telephone numbers) for the following areas:
 - 1.23.3.1. Engineering
 - 1.23.3.2. Physical & Logical Security
 - 1.23.3.3. Provisioning
 - 1.23.3.4. Billing (Related to Collocation Services)
 - 1.23.3.5. Operations
 - 1.23.3.6. Site and Building Managers
 - 1.23.3.7. Environmental and Safety
 - 1.23.3.8. Escalation process for the Sprint employees (names, telephone

numbers and the escalation order) for any disputes or problems that might arise pursuant to Hyperion's collocation.

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

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

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

1.24.3. Sprint power equipment supporting Hyperion's equipment shall:

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

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

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

1.24.3.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of Hyperion equipment plus or minus 2 feet to the left or right of Hyperion's final request; and

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

- 1.24.3.6. To the extent Sprint performs the construction of physical collocation arrangements, Sprint shall, within ten (10) business days of Hyperion's request:
- 1.24.3.6.1. The standard prices for collocation are as set forth in Sprint's tariffs, and nonstandard charges shall be negotiated between the Parties.
 - 1.24.3.6.2. Provide an installation schedule and access that will allow Sprint and Hyperion installation efforts in parallel without jeopardizing either Party's personnel safety or existing services;
 - 1.24.3.6.3. Provide information on existing power plant alarms that adhere to Bellcore Network Equipment Building System (NEBS) standards TR-EOP-000063;
 - 1.24.3.7. Sprint shall provide cabling that adheres to Bellcore Network Equipment Building System (NEBS) standards TR-EOP-000063;
 - 2.24.3.8 Sprint shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 1.24.4. Sprint will provide Hyperion with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Hyperion equipment located in Sprint facility. Sprint shall provide Hyperion immediate notification by telephone of any emergency power activity that would impact Hyperion equipment.
- 1.24.5. Hyperion will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in Hyperion facility. Hyperion shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 1.25. To the extent that space for virtual collocation is available, Sprint shall provide virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Sprint shall take collocator demand into account when renovating existing facilities and constructing or leasing new facilities.
- 1.26. Where collocation space and associated requirements are available, intervals for physical collocation shall be a maximum of three months from the request date, subject to additional time for asbestos removal or extraordinary construction as mutually agreed upon by Hyperion and Sprint. Virtual collocations will have a maximum interval of 2 months.

- 1.27. Hyperion may choose to lease unbundled transport from Sprint, or from a third carrier, rather than construct to the Sprint facility where equipment will be collocated.
- 1.28. Sprint will maintain, at Hyperion's expense, Hyperion's virtually collocated equipment in a manner at Parity. Maintenance includes the change out of electronic cards provided by Hyperion and per Hyperion's request.
- 1.29. As part of the license granted in Article 4 herein, Hyperion, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the building as are designated by Sprint from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocated Space, corridors and other access ways from the entrance to the building, the Collocated Space, and the parking areas adjacent to the building for vehicles of persons while working for or on behalf of Hyperion at the Collocated Space; provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or by other occupants of the building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet Hyperion's needs. All common areas shall remain under the exclusive control and management of Sprint, and Sprint shall have the right to change the level, location and arrangement of parking areas and other common areas as Sprint may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Sprint may from time to time impose, such as those set forth in § 2.3 of this Attachment V.
- 1.30. Where available, Sprint shall furnish passenger elevator service as necessary to reach the Collocated Space or common areas to which Hyperion has access pursuant to the terms of this Attachment V 24 hours a day, seven days a week. Where available, freight elevator service when used by Hyperion's contractors, employees or agents shall be provided at times reasonably satisfactory to Sprint.
- 1.31. Hyperion shall regularly inspect the Collocated Space to ensure that the Collocated Space is in good condition. Hyperion shall promptly notify Sprint of any damage to the Collocated Space or of the need to perform any repair or maintenance of the Collocated Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocated Space). Hyperion shall keep the Collocated Space clean and trash free.
- 1.31.1. The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space or building which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by Hyperion or Hyperion's employees, invitees, or agents, shall be paid by Hyperion to Sprint within 10 days after being billed for such repairs and maintenance by Sprint.

- 1.32. Hyperion, its employees, agents, contractors, and business invitees shall (i) comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the building, the property and the Collocated Space and its tenants and occupants, and (ii) comply, at its own expense, with all ordinances which are applicable to the Collocated Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocated Space during the term of this Agreement or any extension hereof.
- 1.33. Hyperion shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocated Space or the building, outside or inside, without the prior written consent of Sprint. If Hyperion desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of Hyperion. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Sprint's fireproofing policy, any penetrations by Hyperion, whether in the Collocated Space, the building or otherwise, shall be sealed as quickly as possible by Hyperion with Sprint-approved fire barrier sealants, or by Sprint at Hyperion's cost.
- 1.34. Hyperion shall not exceed the uniformly distributed live load capacity.
- 1.35. Hyperion equipment within the Collocated Space shall be connected to Sprint's grounding system in compliance with Sprint's published grounding practices.
- 1.36. Hyperion shall post in a prominent location visible from the common building area, the telephone numbers of emergency contact personnel for 24-hour emergency use by Sprint. Hyperion will promptly update this information as changes occur.
- 1.37. Hyperion shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Sprint location, or on the Collocated Space, without the prior written consent of Sprint.
- 1.38. Hyperion shall not use the name of the Sprint building or Sprint for any purpose other than that of the business address of Hyperion, or use any picture or likeness of the Sprint building on any letterhead, envelope, circular, notice or advertisement, without the prior written consent of Sprint.
- 1.39. Hyperion shall not exhibit, sell or offer for sale, rent or exchange in the Collocated Space or on the Sprint property any article, thing or service except those ordinarily embraced within the use of the Collocated Space specified in this

Attachment V, without the prior written consent of Sprint.

- 1.40. Hyperion shall not place anything or allow anything to be placed near the glass of any door, partition or window which Sprint determines is unsightly from outside the Collocated Space; take or permit to be taken in or out of other entrances of the Sprint building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, or accidentally, or otherwise, allow anything to remain in, place, or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Hyperion shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, move all supplies, furniture and equipment directly to the Collocated Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the building.
- 1.41. Hyperion shall not do or permit anything to be done upon the premises, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the building. Hyperion shall not do or permit anything to be done upon the premises which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the property.
- 1.41.1. Hyperion shall not, without the prior written consent of Sprint: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the premises; (ii) use the premises for housing, lodging, or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the premises or permit the presence of any animals except those used by the visually impaired. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 1.42. Sprint reserves the right to stop any service when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs improvements or otherwise; however, Sprint agrees to use its best efforts not to interfere with Hyperion's use of the Collocation Space. Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint.
- 1.42.1. No such interruption of service shall be deemed an eviction or disturbance of Hyperion's use of the Collocation Space or any part thereof, or render

Sprint liable to Hyperion for damages, by abatement of collocation charges, except as set forth in the tariff, or relieve Hyperion from performance of its obligations under this Agreement. Hyperion hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.

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

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

1.43.1. To change the name or street address of the building;

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

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

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

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

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

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

1.43.8. To grant to anyone the exclusive right to conduct any business or render any service on the property, provided such exclusive right shall not operate

to exclude Hyperion from the use expressly permitted by this Agreement;

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

1.43.10. To designate all spaces occupied by Hyperion's facilities under this Agreement.

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

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

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

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

1.45. If the property, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, the term of a Collocation Space license shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the property, or if the grade of any street or alley adjacent to the property is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the property to conform to the changed grade, Sprint shall have the right

to terminate a Collocation Space license upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Sprint to Hyperion for such cancellation, and Hyperion shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

- 1.46. At the termination of a Collocation Space license by lapse of time or otherwise:
 - 1.46.1. Hyperion shall surrender all keys, access cards and Sprint-provided photo identification cards to the Collocation Space and the building to Sprint, and shall make known to Sprint the combination of all combination locks remaining on the Collocation Space.
 - 1.46.2. Hyperion shall remove its equipment from the Collocation Space within thirty (30) days.
 - 1.46.3. Hyperion shall return to Sprint the Collocation Space and all equipment and fixtures of Sprint in as good a condition and state of repair as when Hyperion originally took possession, normal wear and tear or damage by fire or other casualty excepted. Hyperion shall be responsible to Sprint for the cost of any repairs that shall be made necessary by the acts or omissions of Hyperion or of its agents, employees, contractors or business invitees. Sprint reserves the right to oversee Hyperion's withdrawal from the Collocation Space and Hyperion agrees to comply with all directives of Sprint regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Sprint's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that Hyperion shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put Hyperion to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition,
 - 1.46.4. All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Hyperion, in or upon the Collocation Space, whether placed there by Hyperion or Sprint, shall be Sprint's property and shall remain upon or in the Collocation Space, all without compensation, allowance or credit to Hyperion; provided, however, that if prior to such termination or within ten (10) days thereafter, Sprint so directs, Hyperion shall promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Collocation Space by Hyperion, failing which Sprint may remove the same, and Hyperion shall, upon demand, pay to Sprint the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by Sprint.

- 1.46.5. All fixtures, installations, and personal property belonging to Hyperion not removed from the Collocation Space upon termination of a Collocation Space license and not required by Sprint to have been removed as provided in this Attachment V, shall be conclusively presumed to have been abandoned by Hyperion and title thereto shall pass to Sprint under this Attachment V as if by a bill of sale.
- 1.46.6. If the Collocation Space is not surrendered at the termination of the Collocation Space license, Hyperion shall indemnify Sprint against loss or liability resulting from delay by Hyperion in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.
- 1.47. If the owner of the building or Sprint sells, transfers or assigns any interest in the building, or there is any material change in the lease to which the building is subject, and such sale, transfer, assignment or material change in the lease gives rise to an obligation which is inconsistent with a Collocation Space license granted under this Attachment V, Sprint's performance under this Attachment V shall be excused to the extent of the inconsistency. Sprint hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Sprint to incur any out of pocket expenses in its efforts to avoid such inconsistencies.
- 1.48. A Collocation Space license granted under this Attachment V shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the premises, building or any portion thereof and Hyperion agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

2. PHYSICAL SECURITY

- 2.1. Each Party shall exercise the same degree of care [but not less than reasonable] to prevent harm or damage to the other Party or its employees, agents or subscribers, or their property. Sprint and its employees, agents or representatives shall take reasonable and prudent steps to ensure the adequate protection of Hyperion property, equipment and services including, but not limited to:
- 2.1.1. Restricting access to Hyperion equipment, support equipment, systems, tools, or spaces which contain or house Hyperion equipment enclosures to Hyperion employees and other authorized non-Hyperion personnel to the extent necessary to perform their specific job function.
 - 2.1.2. Hyperion shall provide a written logbook for Sprint's employees to sign when entering Hyperion's physical Collocation Space which houses or contains Hyperion equipment or equipment enclosures.
 - 2.1.3. When Sprint's employees enter Hyperion's physical Collocation

- Space, Sprint's employees shall comply at all times with Hyperion security and safety procedures and requirements, including but not limited to sign-in, identification, and escort requirements while in Hyperion's physical Collocation Spaces which house or contain Hyperion equipment or equipment enclosures. In the event any issues or problems arise under this § 3.1 the Parties agree to negotiate a reasonable resolution to such issue or problem.
- 2.1.4. Ensuring that the physical collocation area which houses Hyperion's equipment is adequately secured and monitored to prevent unauthorized entry to the same extent and at the same level Sprint provides itself.
- 2.1.5. Subject to § 2.3 of this Attachment V, allowing Hyperion to inspect or observe spaces which house or contain Hyperion equipment or equipment enclosures at any time and to furnish Hyperion with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured Hyperion space.
- 2.1.6. Limiting the keys used in its keying systems for Hyperion's physical Collocation Spaces which contains or houses Hyperion equipment or equipment enclosures to Sprint employees and representatives to emergency access only. Hyperion shall further have the right to change locks where deemed necessary for the protection and security of such spaces.
- 2.1.7. Upon Hyperion's request, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to Hyperion's physical Collocation Space which contains or houses Hyperion equipment or equipment enclosures.
- 2.1.8. Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by personnel security escort, installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house Hyperion equipment or equipment enclosures.
- 2.1.9. Providing real time notification to designated Hyperion personnel to indicate an actual or attempted security breach.
- 2.1.10. Subject to the provisions of §§ 2.9, 2.9.1 and 2.9.2 above, ensuring that areas designated to house Hyperion equipment are environmentally appropriate for the Hyperion equipment installation, and adequate to maintain proper operating conditions for the Hyperion equipment.
- 2.2. Sprint, at Hyperion's expense, may issue non-employee photo identification cards

for each Hyperion employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of Hyperion who may require occasional access to the Collocated Space.

- 2.3. Sprint may issue access cards, codes, or keys to Hyperion's listed employees or vendors where such systems are available and their use by Hyperion will not otherwise compromise building security.
- 2.4. Sprint reserves the right to close and keep locked all entrance and exit doors of the building during hours Sprint may deem advisable for the adequate protection of the building.
- 2.5. Hyperion agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the building, including, without limitation:
 - 2.5.1. Hyperion will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the building. The list will include the social security numbers of all such individuals.
 - 2.5.2. Hyperion is responsible for returning identification and access cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocated Space. All cards, codes, or keys must be returned upon termination of this Agreement. Unreturned or replacement cards, codes, or keys may be subject to a reasonable fee at the discretion of Sprint.
 - 2.5.3. Hyperion's employees, agents, invitees and vendors must display identification cards at all times.
 - 2.5.4. Hyperion will assist Sprint in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available 24 hours a day, seven days a week to verify identification.
 - 2.5.5. Before leaving the Collocated Space unattended, Hyperion shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocated Space. Any damage resulting from Hyperion's failure to do so shall be the responsibility of Hyperion.
- 2.6. Hyperion will allow Sprint to access its Collocated Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including Hyperion equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Sprint, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. Except in emergencies or unless Hyperion has waived such notice elsewhere in this Attachment V, and if conditions permit, Sprint will provide Hyperion with notice of its intent to access

the Collocated Space, thereby providing Hyperion the option to be present at the time of access. Hyperion shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

3. LICENSE

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

4. PROPERTY PROTECTION:

- 4.1. The Hyperion shall, with the prior written consent of Sprint, have the right to provide additional fire protection or detector systems within the collocated space; provided, they are tied to the existing building systems. The Hyperion may not install a non-compatible extinguishing agent system, or use sprinklers, Intergen, or carbon dioxide fire suppression systems within the building or the collocated space.
- 4.2. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand-alone fire extinguishing, detection or protection devices be supplied by the Hyperion within the collocated space, such changes, modifications or additions shall be made by the Hyperion at its expense, following review and approval by Sprint prior to any work being done.
- 4.3. The Hyperion, its employees, agents, contractors, and business invitees shall:
 - 4.3.1. Comply with all rules and regulations which Sprint may from time to time adopt for the safety, environmental protection, care, cleanliness *and/or* preservation of the good order of the building, the property and the collocated space and its tenants and occupants; and
 - 4.3.2. Comply, at its own expense, with all ordinances which are applicable to the collocated space and with all lawful orders and requirements of any insurance company, regulatory or law enforcement agency, or authority having jurisdiction requiring the correction, prevention and abatement of nuisances in or upon the collocated space during the term of this Agreement or any extension hereof.
 - 4.3.3. Sprint has a total smoke free environment policy in all of its buildings.

- 4.3.4. Any packing material, wood or cardboard boxes, cable reels, trash, etc., shall be stored outside of the Sprint technical space. Only enough material to be used in a shift shall be allowed on Sprint property for installation.
- 4.3.5. Any technical manuals, spare cards, papers, cardboard boxes, etc., shall be stored in a metal cabinet.
- 4.3.6. Hyperion shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the collocated space or the building, outside or inside, without the prior written consent of Sprint.
- 4.3.7. If Hyperion desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of the Hyperion. Electrical connections that are not allowed by code or OSHA shall not be used, even temporarily. Sprint shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run.
- 4.3.8. The use of a torch or any heat-producing tool is strictly prohibited without prior consent of Sprint. If hot work is conducted, it must be in conformance with Sprint's Hot Work Permit and Impairment procedures.
- 4.3.9. Kerosene space heaters shall never be used. Use of electric heaters is not allowed by Hyperion.
- 4.4. In all cases, in order to maintain the fire and/or smoke integrity of the room or the Halon/FM-200 space for proper Halon concentration, 3M brand Fire Barrier Products shall be installed per Sprint's fireproofing policy. Any penetrations by the Hyperion, whether in the collocated space of the building or otherwise, shall be sealed as quickly as possible and every night upon the completion of the work by the Hyperion with 3M brand fire barrier sealants.
- 4.5. The Hyperion shall post in a prominent location visible from the common building area, the telephone numbers of emergency contact personnel for twenty-four (24) hour emergency use by Sprint. Hyperion will promptly update this information as changes occur.
- 4.6. Hyperion shall not do or permit anything to be done upon the premises, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the building. Hyperion shall not do or permit anything to be done upon the premises which may in any way create a nuisance, disturb,

endanger, or otherwise interfere with the Telecommunications Services of Sprint, any other occupant of the building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the property.

- 4.7. Sprint reserves the right to stop any of Hyperion's employees, agents, contractors, and business invitees when Sprint deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or protection Sprint's property.
- 4.8. Sprint agrees to use its best efforts not to interfere with Hyperion's employees, agents, contractors, and business invitees' use of the collocated space. Sprint does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Sprint.
- 4.9. No such interruption of service shall be deemed an eviction or disturbance of Hyperion's use of the collocated space or any part thereof, or render Sprint liable to Hyperion for damages, by abatement of collocation charges, except as set forth in the tariff, or relieve Hyperion from performance of its obligations under this Agreement. Hyperion hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.
- 4.10. Hyperion shall comply with the safety work rules of the business unit or work location granting the collocated space or any part thereof. This is in addition to any local, municipal, state, federal and government laws, orders, codes, and regulations applicable to Hyperion or its contractors in performance of work on Sprint Property. This is including, but not limited to safety and health laws, the Occupational Safety and Health Act of 1970, as amended, the regulations and any state plans.

5. TECHNICAL REFERENCES

- 5.1. Sprint shall provide collocation in accordance with the following standards:
 - 5.1.1. National Electrical Code (NEC) use latest issue.
 - 5.1.2. TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2, (Bellcore, January 1989).
 - 5.1.3. TR-EOP-000063 Network Equipment Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988.
 - 5.1.4. TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and

- 140- Volt Central Office Power Plant Rectifiers, Issue 1, (Bellcore, May 1985).
- 5.1.5. TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).
- 5.1.6. TR-NWT-000154, Generic Requirements for 24-, 48-, 130, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2, (Bellcore, January 1992).
- 5.1.7. TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2, (Bellcore, July 1992).
- 5.1.8. TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1, (Bellcore, December 1991).
- 5.1.9. TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993.

ATTACHMENT VI

POLE ATTACHMENTS AND RIGHTS OF WAY

Supplemental Terms And Conditions In Addition To Part B General Terms And Conditions

1. SCOPE OF THE AGREEMENT

- 1.1. Subject to the provisions of this Agreement, Sprint agrees to issue to Hyperion ("Licensee"), revocable, non-exclusive licenses authorizing the Attachment of Licensee's facilities to Poles or anchors, or the placement of Licensee's facilities in Sprint's Conduit System within the State of Tennessee.
- 1.2. Sprint shall provide Licensee equal and non-discriminatory access to Poles, ducts, Conduits, and other Right-of-Way, it owns or controls. Such access shall be provided on terms and conditions equal to that provided by Sprint to itself or to any other party consistent with the Act and specifically 47 U.S.C. §224.
- 1.3. Further, Sprint shall not preclude or delay allocation of these facilities to Licensee because of the potential needs of itself or of other parties, except for work in progress, which may be retained for Sprint facilities deployment within six (6) months of the date of the formal Licensee request.
- 1.4. Each of the Parties shall designate to the other, on the basis of specific operating regions, Single Points of Contact for negotiating all issues relating to implementation of this Agreement. The Single Points of Contact shall also be the contacts for all notices and demands, offers and acceptances under this Agreement unless otherwise agreed in writing by the Parties.
- 1.5. Excepting work in progress as described above, and maintenance and emergency ducts as provided below, all usable but unassigned space on Poles, or in ducts, Conduits, or other Right-of-Way owned or controlled by Sprint shall be available for the Attachments of Licensee, Sprint or other providers of Telecommunications Services or cable television systems. Sprint may reserve for emergency and maintenance purposes one Duct in each Conduit section of its facility routes. Such Duct shall be equally accessible and available by any party with facilities in such Conduit section to use to maintain its facilities or to restore them in an emergency.
- 1.6. All Licensee facilities placed in or upon Sprint Right-of-Way shall be clearly tagged or labeled in a mutually agreeable manner with Licensee ownership identification so that it may be readily identified by Sprint or its contractors as Licensee facilities.
- 1.7. Access to Sprint Poles, ducts, Conduits or other Right-of-Way by Licensee or its designated personnel or contractors shall be provided on an escorted basis and upon a reasonable request for access to such Poles, ducts, Conduits or other

Right-of-Way. Licensee shall pay for access escorts based on an hourly rate of the appropriated level of escorting personnel as determined by Sprint but not to exceed \$75.00 per hour during non-premium pay working hours and \$150.00 per hour during premium pay hours or holidays unless Sprint and Licensee have reached agreement that no escort is necessary which may be negotiated on a case by case basis. Such escort service shall be available on a reasonable basis 24 hours per day.

2. TERM AND TERMINATION

- 2.1. With respect to Attachments only, the following sections will apply in addition to the provisions of Article 3 of the Agreement. In case of conflict between these sections and the provisions of Article 3 of the agreement, these sections will control.
- 2.2. Licensee shall remove or withdraw its equipment from Sprint's Poles and/or Conduit System on or prior to the End Date. If Licensee has not removed or withdrawn such equipment by the End Date, Sprint shall have the right to remove or withdraw all of Licensee's equipment remaining attached on or placed in Sprint's Poles and/or Conduit System, at the cost and expense of Licensee and without any liability to Licensee therefor.
- 2.3. Sprint may at any time, for reasons of safety, reliability or general engineering principles, revoke its permit and License to attach Licensee's equipment to any particular Pole, or to place Licensee's equipment in any particular Conduit System by giving sixty (60) days notice thereof in writing to Licensee. Such notice shall specify the reason for such revocation, and Licensee shall within said sixty (60) days remove its Attachments or placements from the Pole or Poles specified, or from the Conduit System or Conduit Systems specified.
- 2.4. In the case of default by Licensee and termination under §3.6 Sprint may, at its option, terminate Licensee's right under this Agreement and all Licenses, and require Licensee to remove all of Licensee's equipment from Sprint's Poles and Conduit System upon thirty (30) days' prior written notice. If Licensee has not removed or withdrawn its equipment within such thirty (30) day period, Sprint shall have the right to remove or withdraw all of Licensee's remaining equipment attached on Sprint's Poles or placed in Sprint's Conduit System, at the cost and expense of Licensee and without any liability to Licensee therefor.

3. UNAUTHORIZED ATTACHMENTS

- 3.1. If, at any time, Sprint determines that Licensee's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, Sprint may send written notice to Licensee specifying the alleged noncompliance. If Licensee does not dispute Sprint's assertion in writing within 15 calendar days of receipt thereof, Licensee will, with 15 calendar days of receipt of the notice of noncompliance, provide Sprint with a

schedule for bringing Licensee's facilities into compliance (which schedule shall be subject to Sprint's agreement, which agreement shall not be unreasonably withheld) and shall bring such facilities into compliance within the time periods specified in such schedule.

3.2. If any of Licensee's facilities shall be found attached to Poles, or occupying Conduit Systems for which no license is outstanding, Sprint, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a penalty fee as set forth in Appendix A (Schedule of Fees and Charges) and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Sprint of the unauthorized Attachment or Conduit occupancy, a Pole Attachment or Conduit occupancy license application. If such application is not received by Sprint within the specified time period, Licensee shall remove its unauthorized Attachment or occupancy within seventy-five (75) days after receipt of the original written notification from Sprint of the unauthorized Attachment or Conduit occupancy, or Sprint may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.

3.2.1. For the purpose of determining the applicable charge, any unauthorized Pole or Conduit System occupancy shall be billed at the penalty rate in Appendix A, (Schedule of Fees and Charges), Article 4.

3.2.2. The fees and charges as Specified in Appendix A, Article shall be due and payable forthwith, whether or not Licensee is permitted to continue the Pole or anchor Attachment or Conduit occupancy.

3.2.3. No act or failure to act by Sprint with regard to said unlicensed use shall be deemed to be a ratification of the unlicensed use and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Sprint of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

4. RISK OF LOSS, LIABILITY AND INDEMNITY

4.1. With respect to Attachments only the following will apply in place of the provisions of Articles 8 and 9 of the Agreement.

4.2. Licensee shall assume all responsibility for, and agrees promptly to reimburse in full, Sprint and the joint users, for all loss and expense associated with damages caused by Licensee, its contractors and/or agents to the Poles or Conduit Systems of Sprint and joint users and associated equipment or damage caused by the presence of Licensee's equipment on Sprint's Poles or in Sprint's Conduit Systems. Licensee shall make an immediate report to Sprint of the occurrence of any such damage.

- 4.3. Licensee shall defend, indemnify, protect and save harmless Sprint, its directors, officers, employees and agents, Sprint's other Licensees, and joint users from and against any and all claims, demands, causes of action, damages and costs, including reasonable attorney's fees through appeals, incurred by Sprint, Sprint's other Licensees and joint users as a result of acts by the Licensee, its employees, agents or contractors, including, but not limited to, the cost of relocating Poles, anchors, guys, or Conduit System resulting from a loss of Right-of-Way or property owner's consents and the cost of defending those rights and consents.
- 4.4. The Licensee shall indemnify, protect and save harmless Sprint, its directors, officers, employees and agents, Sprint's other Licensees, and joint users from and against any and all claims, demands, causes of actions and costs, including reasonable attorney's fees, through appeals, for damages to property and injury or death to persons, including but not limited to payments under any Workers' Compensation Law or under any plan for employee's disability and death benefits, caused by, arising from, incident to, connected with or arising out of the erection, rearrangement, maintenance, presence, use or removal of Licensee's facilities, or by their proximity to the facilities of all parties attached to a Pole, anchor and/or guy, or placed in a Conduit System, or by any act or omission of the Licensee's employees, agents or contractors in the vicinity of Sprint's Poles, anchors, guys or Conduit System.
- 4.5. The Licensee shall indemnify, protect and save harmless Sprint, its directors, officers, employees, and agents, Sprint's other Licensees, and joint users from any and all claims, demands, causes of action and costs, including attorneys' fees through appeals, which arise directly or indirectly from the construction and operation of Licensee's facilities, including, but not limited to, taxes, special charges by others, claims and demands for damages or loss from infringement of copyrights, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorney's fees through appeals, for infringement of patents with respect to the construction, maintenance, use and operation of Licensee's facilities in combination with Poles, anchors, Conduit Systems or otherwise.
- 4.6. Licensee shall promptly advise Sprint of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Licensee shall promptly notify Sprint in writing of any suits or causes of action which may involve Sprint and, upon the request of Sprint, provide to Sprint's insurer copies of all relevant accident reports and statements made by Licensee or others.
- 4.7. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively

"Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article 4 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

5. LIEN

5.1. Should Sprint under any section of this Agreement remove any of Licensee's equipment from its Poles or Conduit System, Sprint will deliver to Licensee any equipment removed by Sprint only upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Sprint or joint users under this Agreement. Sprint and joint users are hereby given a lien, subordinate only to any purchase money or financing lien in connection with the construction, reconstruction or extension Licensee's equipment attached to Sprint's Poles or Conduit System or removed therefrom, with power of public or private sale, to cover any amounts due Sprint or joint users under the provisions of this Agreement. Such lien shall not operate to prevent Sprint or joint users from pursuing, at their option, any other remedy in law, equity or otherwise, including any other remedy provided in this Agreement.

6. AUTHORIZATION NOT EXCLUSIVE

6.1. Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Sprint shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, or Conduit System covered by this Agreement and Licensee's rights hereunder.

Provisions Relating To Attachments

1. PRE-ORDERING DISCLOSURE REQUIREMENTS

- 1.1. Licensee may request information regarding the availability and conditions of Poles, ducts, Conduits and other Right-of-Way prior to the submission of Attachment Requests (as defined below).
- 1.2. Sprint shall provide information regarding the availability and condition of Sprint's Poles, ducts, Conduits or other Right-of-Way for Attachments within fifteen (15) business days of a request. If it is unable to inform Licensee about availability and conditions within the fifteen-day interval, Sprint shall advise Licensee within ten (10) business days after receipt of Licensee's information request and will seek a mutually satisfactory time period for Sprint's response which in no event shall exceed thirty calendar days.
- 1.3. If Sprint's response requires a field-based make ready survey, Licensee will pay to Sprint the appropriate Make-Ready Survey Deposit under Appendix A, Article. At the completion of the Make-Ready Survey, Sprint will compile the costs incurred by Sprint in completing the Make-Ready Survey, and will either present an invoice to Licensee for the costs in excess of the deposit, or will refund to Licensee the amount by which the deposit exceeds the actual costs incurred. Licensee will pay the invoice within thirty (30) days of receipt.
- 1.4. Licensee shall have the option to be present at the field-based make ready survey and Sprint shall provide Licensee at least two (2) days notice prior to the start of such field survey. During and after the field based survey, Sprint shall allow Licensee personnel (with Sprint accompaniment) to enter manholes and view Pole structures in order to inspect such structures, to confirm usability or assess the condition of the structure.
- 1.5. Sprint shall make existing route maps of Poles, ducts, Conduits or other Right of Way available to Licensee at a city level at Sprint's facilities within two business days if such maps do not need to be generated, or within 10 business days of Licensee's request if map preparation is required. Preparation of such maps requested by Licensee shall be accommodated by Sprint on a reasonable basis and at Licensee's expense for the direct cost of providing, copying or creating maps and drawings plus a reasonable administrative fee equal to 50 percent of the direct cost. In making these maps and drawings available, Sprint makes no express or implied warranty as to the accuracy of these maps and drawings except that they reflect the equivalent accuracy and timeliness of information used by Sprint in its operations.

2. ATTACHMENT REQUESTS

- 2.1. At any time after execution of this Agreement, Licensee may submit a written Attachment Request (Exhibit B) to Sprint. An Attachment Request shall be deemed properly submitted if it identifies with specificity the Sprint Poles, ducts, Conduits, or

other Right-of-Way for which Licensee seeks Attachments. Licensee may submit subsequent Attachment Requests as needed.

- 2.2. Sprint shall approve any properly submitted Attachment Request within twenty (20) business days, if the space has previously been determined to be available and shall approve or deny all Attachment Requests within forty-five (45) days of the request.
- 2.3. No Attachments shall be placed on any Sprint Pole identified in a Attachment Request until the Attachment Request has been approved by Sprint and a non-conditional License has been issued (Exhibit A).
- 2.4. Licensee shall have 14 calendar days after Sprint's return of the approved Attachment Request to Licensee to execute the License and return the same to Sprint. If Licensee does not return the License within the 14 calendar day interval specified above, then such request shall be null and void and such Right-of-Way shall become immediately available to other parties.
- 2.5. Licensee may submit subsequent applications as needed.

3. MAKE READY WORK

- 3.1. Together with Sprint's notice of approval of an Attachment Request submitted by Licensee, Sprint shall also provide an estimate of the make ready costs associated with making the space available for Licensee's Attachment.
- 3.2. Sprint shall complete any make ready work required to enable Licensee to install its facilities at a reasonable cost and with a reasonable time, to be agreed upon by Sprint and Licensee. If such agreement does not occur within ten (10) days of Sprint's provision of a quote for such work, Licensee may complete make ready work on its own or hire outside contractors to do the work at Licensee's expense. Any contractors hired by Licensee pursuant to this section shall meet Sprint's reasonable standards which shall not exceed the equivalent personnel qualifications of Sprint personnel performing the same task.
- 3.3. Where Licensee submits an Attachment Request and subsequently fails to execute a final License within 60 days, Licensee shall reimburse Sprint for its cost to provide pre-ordering information and any site survey work. Upon acceptance of a License by Licensee and return to Sprint, Sprint shall bill Licensee for any make ready survey work performed and any make ready work non-recurring charges.
- 3.4. Upon completion of any required make ready work, written notice shall be provided to Licensee granting access to the Right-of-Way and advising of the date that monthly billing for such Right-of-Way shall commence. Licensee shall have six (6) months to begin Attachment and / or installation of its facilities.
- 3.5. Any such construction shall be completed by the end of one (1) year after acceptance unless Licensee notifies Sprint differently and Sprint agrees to such delay. Licensee notification to Sprint shall be provided at least sixty (60) days prior to the expiration of

the one (1) year period. If Licensee does not begin construction within this timeline, Sprint will cease monthly billing to Licensee and the access to the Right-of-Way shall be deemed null and void.

3.6. Sprint shall make space available to Licensee as soon as any make ready work, as described in Article 3, is completed. At that time, Licensee shall have the right, subject to the terms and conditions of this Agreement, to place and maintain the facilities described in the Attachment Request in the space designated on or in Sprint's Poles, ducts, Conduits, and other Right-of-Way identified therein.

3.7. If Sprint performs the make ready work specified by Article 3, Licensee agrees to pay Sprint the make ready work costs with sixty (60) business days of receiving Sprint's invoice.

3.8. Sprint will provide Licensee with answers to an Environmental, Health & Safety Questionnaire for each Sprint facility in or on which Licensee seeks an Attachment. Licensee may provide this questionnaire with its Attachment Request and Sprint shall return it to Licensee with the approval of Licensee's Attachment Request.

4. AUTHORITY TO PLACE ATTACHMENTS

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

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

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

4.4. Licensee may, at its option, use Licensee or Licensee-designated personnel to attach its equipment to Sprint structures, subject to Sprint's agreement with the proposed construction methods and suitability of contract personnel proposed by Licensee to perform such work. Any such approval shall not be unreasonably withheld, delayed or

denied.

5. CAPACITY

- 5.1. When there is insufficient space on a Sprint Pole or in a Sprint Conduit to accommodate a Licensee-requested Attachment or occupancy, Sprint shall, at Licensee's option, and where permitted and taking into account issues of capacity, safety, reliability and engineering in a nondiscriminatory manner: (1) replace the Pole or Conduit with one of greater height or capacity; or (2) permit Licensee to replace the Pole or Conduit with a Sprint-furnished Pole or Conduit of greater height or capacity, or (3) place additional Poles or Conduits in the . Licensee shall be obligated to reimburse Sprint for Licensee's proportionate share of the actual costs incurred.
- 5.2. Sprint shall permit Licensee to break out of Sprint Conduit and to maintain facilities within Conduit space used by Licensee and, where required by Sprint, shall provide Licensee designated personnel with one escort of the appropriate level whose cost shall not exceed \$75.00 per hour during non-premium pay hours and \$150.00 per hour during premium pay hours or on holidays. Such escort service shall be available twenty-four (24) hours per day each day of the week.
- 5.3. Sprint shall permit manhole interconnections and breaking out of Sprint manholes and, if available, shall provide Licensee with sufficient space in manholes for the racking and storage of cable and other materials as requested by Licensee. Sprint reserves the right to deny nonstandard requests to break out of manholes where the location in which Licensee wants to break out is blocked by cable rack.
- 5.4. Sprint shall take all reasonable measures to allow access and/or egress to all Conduit Systems. This shall include but not be limited to Sprint's removal, upon Licensee's request, of any retired cable for Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time.
- 5.5. Where a spare Inner Duct does not exist, Sprint shall allow installation of an Inner Duct in a spare Sprint Conduit. The procedure is set forth for make ready work in Article 3 hereof shall govern such installation.
- 5.6. Neither Party shall attach, or permit other entities to attach facilities on existing facilities of the other without the other's prior written consent. Such consent will not be unreasonably withheld if the requested use is to facilitate use of the Right-of-Way by Sprint or any other party on a temporary basis until such reasonable time as the Right-of-Way can be expanded.
- 5.7. Licensee acknowledges that, from time to time, it may be necessary or desirable for Sprint to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by Sprint's business needs or by factors outside of Sprint's control, such as the decision by a municipality to widen streets or authorized application of another entity seeking access to Sprint's Poles or Conduit Systems. Licensee agrees that Licensee will, upon Sprint's request and at Sprint's expense, but at no cost to

Licensee so long as no additional cost is incurred by Sprint as a result of Licensee being attached, participate with Sprint (and other Licensees) in the relocation, reconstruction, or modification of Sprint's Conduit System or facilities rearrangement.

- 5.8. Licensee shall notify Sprint via a new Attachment Request pursuant to the procedures set forth in Article 2 hereof when Licensee desires to add, relocate, replace or otherwise modify its facilities.

6. SHARING OF RIGHT OF WAY

- 6.1. Sprint shall offer the use of such Right-of-Way it has obtained from a third party to Licensee, to the extent that Sprint's agreement with the third party explicitly permits Sprint to grant such rights to Licensee. Sprint shall not prevent or delay any third party assignment of Right-of-Way to Licensee.

7. EMERGENCY SITUATIONS

- 7.1. During the implementation phase of this Agreement and prior to issuance of the first LSR, but in no event in a period of time in excess of fifteen (15) business days after the Effective Date of the Agreement, Sprint and Licensee shall mutually agree on a non-discriminatory priority method to access Sprint manholes and Conduits in emergency situations.

8. OWNERSHIP

- 8.1. No use, however extended, of Poles, anchors, or Conduit Systems or payment of any fees or charges required under this Agreement shall create or vest in Licensee any easements or any other ownership or property rights of any nature in Sprint's Poles, anchors, or Conduit Systems. Licensee's rights herein shall be and remain a mere license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Sprint's rights to use the public or private property at locations of such Poles, anchors, and Conduit Systems.
- 8.2. Sprint's rights to locate and maintain its Poles, anchors, and Conduit Systems and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements is in no manner limited by this Agreement. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Sprint with respect to any joint user agreement or arrangement which Sprint has heretofore entered into, or may in the future enter into, with others not parties to this Agreement regarding the Poles, anchors, and Conduit Systems covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing and future agreement or arrangement with any such joint use agreement.

9. SPECIFICATION

- 9.1. Licensee's facilities shall be placed and maintained in accordance with the following, all of which are incorporated by reference in this Agreement:

- 9.1.1. the requirements and specifications of the National Electric Safety Code (NESC),
 - 9.1.2. the rules and regulations of the Occupational Safety and Health Act (OSHA)
 - 9.1.3. the rules of any governing authority having jurisdiction over the subject matter.
 - 9.1.4. Sprint's written specifications
 - 9.1.5. When a difference in specifications exists, the more stringent requirements shall apply.
- 9.2. If any part of Licensee's facilities is not placed and maintained in accordance with § 9.1. Sprint may, at its option, correct said condition and bill Licensee for the full cost of remedying deficiencies plus administrative cost and fees. Sprint will attempt to notify Licensee in writing prior to performing such work whenever practicable; however, when in the sole opinion of Sprint such conditions pose an immediate threat to the safety of Sprint's employees or the public, interfere with the performance of Sprint's then existing and current service obligations, or pose an immediate threat to the physical integrity of Sprint's facilities, then Sprint may perform such work and/or take such action that it deems necessary without first giving written notice to the Licensee and without subjecting itself to any liability. As soon as practicable thereafter, Sprint will advise Licensee in writing of the work that was performed or the action that was taken and will endeavor to arrange for re-accommodation of Licensee's facilities so affected. The Licensee shall be responsible for paying Sprint for all costs incurred by Sprint for all work, action, and re-accommodation performed by Sprint under this subsection.

10. LEGAL AUTHORITY

- 10.1. Licensee agrees to assist in, and bear the sole expense of, securing any consents, permits or licenses that may be required of Sprint by reason of this Agreement.
- 10.2. Upon sixty (60) days' prior written notice from Sprint to Licensee that the use of any Poles or Conduit System is forbidden by any public authority or property Sprint, the permit covering the use of such facility or facilities shall immediately terminate, and Licensee shall remove its equipment from the affected Poles or Conduit System.

11. LICENSES ON PROPERTY SUBJECT TO FORFEITURE

- 11.1. No license granted under this Agreement shall extend to any Pole, anchor or portion of a Conduit System where the Attachment or placement of Licensee's facilities would result in a forfeiture of rights of Sprint, or joint users, to occupy the property on which such Poles, anchors, or Conduit Systems are located.
- 11.2. If the existence of Licensee's facilities on a Pole, anchor, or in a Conduit System would cause a forfeiture of the right of Sprint or joint user, or both, to occupy such property, Licensee agrees to remove its facilities forthwith but in any case within sixty (60) days after receipt of written notification from Sprint provided, however, that should the existence of Licensee's facilities on a Pole, anchor or guy strand or in a Conduit

System cause the forfeiture of rights by Sprint and/or a joint user, Licensee shall be required to remove its facilities only in the event that it is not reasonably possible to cure the problem by obtaining the required private and/or public authorization prior to the expiration of the stipulated sixty (60) day time period. When such a situation cannot reasonably be corrected in such sixty (60) day time period, if Licensee shall proceed promptly to correct the same and execute such correction with due diligence, the time for correction shall be extended for such period of time as may be necessary to complete such correction.

- 11.3. If Licensee's facilities are not so removed or the situation corrected, Sprint may perform and/or have performed such removal without liability on the part of Sprint. In such case, Licensee agrees to pay Sprint or joint user or both, the cost thereof and for all losses and damages that may result;
- 11.4. Licensee agrees to indemnify, defend and save harmless Sprint from and against any legal action and all costs including attorney's fees, resulting from such legal action brought against it as a result of Licensee's actions in connection with the exercise of its rights under this Article 11.

12. CHANGES AND MODIFICATIONS

- 12.1. Whenever Sprint intends to modify any Pole, Duct, Conduit or Right-of-Way, Sprint shall provide at least 60 days written notice to the Licensee so that Licensee has the reasonable opportunity to add to or modify its existing arrangements. If Licensee adds to or modifies its arrangements, it shall pay a proportionate share of costs incurred by Sprint.
- 12.2. Except as herein otherwise expressly provided, Licensee at its own expense shall place, maintain, rearrange, transfer or remove its own Attachments. If such rearrangement, replacement, transfer or removal is required as a result of an Attachment, or the modification of an existing Attachment sought by any other entity, the Licensee will be reimbursed for such work by that entity.
- 12.3. Except as herein otherwise expressly provided, Licensee shall at all times, perform such modifications, rearrangements or Attachments promptly and in such a manner as not to interfere with work or service being performed by Sprint and/or other Pole users. Sprint shall provide written notice to the Licensee that such work must be completed; however, if Licensee cannot perform rearrangements and transfers to meet the construction schedule of Sprint, then Sprint may elect to perform such work in accordance with terms and conditions included in Article 3.

13. REMOVAL OF FACILITIES

- 13.1. Under the following conditions, the Licensee, at its expense, will remove its facilities from Poles, anchors, or portions of a Conduit System within sixty (60) days:
- 13.1.1. Termination of the license covering such Attachment or Conduit occupancy.
Written notice shall be provided to Sprint in the form of an Exhibit A-1

(Application/Permit), or

- 13.1.2. The date Licensee replaces its existing facilities on a Pole with the placement of substitute facilities on the same Pole or another Pole, or replaces its existing facilities in one Duct with the placement of substitute facilities in another Duct.
- 13.2. Licensee shall remain liable for and pay to Sprint all fees and charges pursuant to provisions of this Agreement until all of Licensee's facilities are physically removed from such Poles, anchors and portions of Conduit Systems.
- 13.3. If Licensee fails to remove its facilities within the specified period, Sprint shall have the right to remove such facilities at Licensee's expense and without any liability on the part of Sprint for damage to such facilities and without any liability for any interruption of Licensee's services.
- 13.4. No adjustment, proration or refund of any rental will be due on account of such removal. Should Licensee thereafter again wish to make Attachments or placements to such Poles or Conduit Systems, it shall apply and receive a permit therefor as provided in Article 2 herein.
- 13.5. In the event Sprint desires at any time to abandon any of its Poles on which Licensee has a licensed Attachment and is the only attachee, Sprint shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which Sprint intends to abandon such Pole. At the expiration of said period, any license previously issued to Licensee by Sprint will automatically terminate, and:
- 13.5.1. If no Attachments remain on such Pole, the Pole shall be removed by Sprint; or
- 13.5.2. If Sprint shall have no Attachments on such Pole but the Licensee does, Sprint may, without liability, remove Licensee's Attachments from such Pole and remove the Poles, unless Licensee accepts from Sprint and signs a bill of sale for the purchase of the Pole in question at a price determined by Sprint; or
- 13.5.3. If § 13.5.2 above is complied with, then Sprint shall transfer ownership of such Pole to Licensee, and Licensee shall thereafter save harmless Sprint from all obligations, liability, damages, costs, expenses, or charges incurred because of, or arising out of, the presence or condition of such Pole or any Attachments thereto.
- 13.6. In the event Sprint desires at any time to abandon any of its Poles on which a joint user has an Attachment and on which Licensee has a licensed Attachment, Sprint shall give both parties sixty (60) days notice in writing of such intent, unless the Joint Use Agreement applicable thereto requires a longer period of notice to the joint user, who shall be given the notice according to the Agreement's terms. At the expiration of the notification period, any license previously issued by Sprint to the Licensee shall automatically terminate, and:
- 13.6.1. If no Attachments remain on such Pole, the Pole shall be removed by Sprint; or
- 13.6.2. If Sprint shall have no Attachments on such Pole but the joint user and Licensee

do, Sprint will transfer ownership of said Pole to the joint user in the manner described in the Joint Use Agreement without further liability to Sprint; or

13.6.3. If Sprint shall have no Attachments on such Pole and the joint user shall have no Attachments on such Pole but the Licensee does, Sprint may, without liability, remove the Pole unless the conditions in 8.10 (2) above are met.

13.7. When Licensee's facilities are removed from a Pole, anchor or Conduit System, no reattachment to the same Pole or anchor or replacement in the same portion of a Conduit System shall be made until:

13.7.1. The Licensee has first complied with all of the provisions of the Agreement as though no such Pole or anchor Attachment or Conduit occupancy had previously been made, and

13.7.2. All outstanding charges due Sprint for such previous Attachment and/or occupancy have been paid in full.

13.8. Licensee shall advise Sprint in writing as to the date on which the removal of its facilities from each Pole, anchor, and/or portion of Conduit System has been completed.

14. RESERVATION OF RIGHT OF INSPECTION

14.1. Sprint reserves the right to make periodic inspections of any part of Licensee's facilities attached to Sprint's Poles, anchors, or occupying Sprint's Conduit System, and Licensee shall reimburse Sprint for the expense of such inspections as specified in the Appendix A, (Schedule of Fees and Charges); provided, however, that Licensee shall have the right to have one or more of its employees or representatives present during the time of any such inspection.

14.2. Sprint will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgment of Sprint, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.

14.3. The making of periodic inspections, or the failure to do so, shall not operate to impose upon Sprint any liability of any kind whatsoever, nor relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.

15. ATTACHMENT FEES

15.1. Licensee shall pay to Sprint all fees and charges applicable in connection with the Attachments as specified in Appendix A, (Schedule of Fees and Charges).

15.2. Sprint shall maintain an inventory of the Sprint facilities occupied by Licensee based upon the cumulative facilities specified in all Requests for Attachment approved in accordance with § 2.3 of this agreement. Licensee shall have the right to remove any Attachment at any time, and it shall be Licensee's sole responsibility to notify Sprint of any and all removals by Licensee of its Attachments from Sprint's facilities. Such notice

shall be provided to Sprint at least sixty (60) days prior to the removal of the Attachments and shall take the form of a Notice of Removal. Licensee shall remain liable for an Attachment Fee for each Sprint facility included in all approved Attachment Requests until the date for removal specified in the Notice of Removal. Sprint may, at its option, conduct a physical inventory of Licensee's Attachments for purposes of determining the Attachment Fees to be paid by Licensee under this section.

- 15.3. Where Sprint's facilities are attached to Poles or anchors owned by power distribution companies or authorities, or any other company or authority, and where pre-survey and/or make-ready work is required by Sprint on said Poles to accommodate Licensee's facilities, Licensee shall pay Sprint for all such work in accordance with the provisions of this Agreement in the same manner as if the Poles or anchors belonged to Sprint.
- 15.4. Non-payment of any amount due under this Agreement shall constitute a default by Licensee of this Agreement subject to the provisions of Part B, §3.4.2.
- 15.5. Whereas Sprint desires to protect the interest of its rate payers, employees, and shareholders, Licensee shall furnish a surety bond in an amount satisfactory to Sprint, to guarantee the performance of all Licensee's obligations hereunder. The amount of the surety bond shall not operate as a limitation upon the obligations of the Licensee.
- 15.6. Adjustments in the Attachment Fee may be made by Sprint during the term of the Agreement upon sixty (60) days prior written notice to Licensee, but not to exceed one increase during each calendar year.
 - 15.6.1. If Licensee objects to the proposed adjustment in the Attachment Fee, Licensee may provide notice of its intent to terminate within thirty (30) days of Sprint's notice of the adjustment, in which case the this Agreement will be terminated pursuant to Part B, § 2.2 effective on the sixtieth (60th) day after Sprint's notice of adjustment.
 - 15.6.2. In the event Licensee fails to give such notice, Licensee shall remain liable for and shall pay to Sprint the adjusted Attachment Fee for any Attachments of equipment which remain in place on Sprint's Poles sixty (60) days after Sprint's notice of adjustment.
- 15.7. In the event that Sprint files a tariff during the term of this Agreement covering Attachments made to its Poles or placements in its Conduit System, Sprint reserves the right to substitute the rates and charges covered by such tariff in place of current rates. Sprint shall notify Licensee in writing, with respect to any such tariff requesting an increase in rates concurrently with the filing thereof.

ATTACHMENT VII
INTERIM NUMBER PORTABILITY

1. SPRINT PROVISION OF INTERIM NUMBER PORTABILITY

- 1.1. Sprint shall provide interim number portability in accordance with requirements of the Act and FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of Hyperion services until such time as Local Number Portability service is offered in the Sprint rate center, in which case INP will be discontinued.

2. INTERIM NUMBER PORTABILITY (INP)

- 2.1. INP shall be provided to the extent technical capabilities allow, by a Sprint directed Remote Call Forwarding ("RCF") or Direct Inward Dialing (DID). In the event RCF is a purchased feature of the Hyperion end user, there is no relationship between RCF and INP. Once LNP is generally available in Sprint's serving area, RCF will be provided only as a retail service offering by Sprint.
- 2.2. Remote Call Forwarding: Remote Call Forwarding (RCF) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the Hyperion designated switch to which the number is ported. Hyperion may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.
- 2.3. DID is an INP method that makes use of direct inward dialing trunks. Each DID trunk group used for INP is dedicated to carrying FLEX-DID INP traffic between the Sprint end office and the Hyperion switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by Sprint. Also, inter-switch signaling is usually limited to multi-frequency (MF). This precludes passing CLID to Hyperion switch.
- 2.4. The trunking requirements will be agreed upon by Sprint and Hyperion resultant from application of sound engineering principles. These trunking options may include SS7 signaling, inband signaling, and may be one way or two way. The trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and Hyperion.
- 2.5. LERG Reassignment: Portability for an entire NXX shall be provided by utilizing reassignment of the block to Hyperion through the Local Exchange Routing Guide (LERG). Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the Hyperion switch via route indexing.

2.6. Other Currently Available Number Portability Provisions:

- 2.6.1. Where SS7 is available, Sprint shall exchange with Hyperion, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the Sprint network, if technically feasible.
- 2.6.2. Upon notification that Hyperion will be initiating INP, Sprint shall disclose to Hyperion any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and Hyperion shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including promptly updating switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as Hyperion may designate.
- 2.6.3. For INP, Hyperion shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for Hyperion subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. Hyperion shall have the right to verify the accuracy of the information in the ALI databases.
 - 2.6.3.1. When any INP method is used to port a subscriber, the donor provider must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to Hyperion for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as Hyperion's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is Hyperion's then, if Hyperion desires to store numbers on Sprint's LIDB, the Parties shall negotiate a separate LIDB database storage and look-up agreement.
- 2.6.4. Sprint will send a CARE transaction 2231 to notify IXC that access is now provided by a new Hyperion for that number.

3. REQUIREMENTS FOR INP

3.1. Cut-Over Process

- 3.1.1. Sprint and Hyperion shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

3.1.1.1. For a Coordinated Cutover Environment, Sprint and Hyperion will coordinate Hyperion the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by Hyperion and agreed to by both Parties and in no case shall begin more than 30 minutes after the agreed upon time.

3.1.1.2. For a Non-Coordinated Cutover Environment, the Parties will agree to a mutually satisfactory cutover time and Sprint shall schedule a mechanized update of disconnect and switch translations at the Hyperion agreed upon cutover time. Such updates will be available to Hyperion at parity with Sprint's own availability for such activity. Sprint and Hyperion shall each provide an appropriate operations contact with whom Hyperion the Parties can contact in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify Hyperion of the issue and Hyperion and Sprint shall determine the plan to resolve it.

3.2. Testing

3.2.1. Sprint and Hyperion shall cooperate in conducting Hyperion's testing to ensure interconnectivity between systems. Sprint shall inform Hyperion of any system updates that may affect the Hyperion network and Sprint shall, at Hyperion's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

3.3. Installation Timeframes

3.3.1. Installation Time Frames for RCF INP where no other work is required, will be as follows:

3.3.1.1. Business Lines and Trunks:

3.3.1.1.1. After the FOC date has been established: Orders of 1-20 lines in three (3) business days; Orders of 21-40 lines in seven (7) business days; Orders of 41-60 in twelve (12) business days; Orders of over 60 lines will have an installation timeframe mutually agreed upon by Sprint and Hyperion.

3.3.1.2. Residential Lines:

3.3.1.2.1. Within two (2) business days of Service Order Receipt by Sprint.

3.3.2. If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify Hyperion of the Subscriber's termination of service with Hyperion and the Subscriber's instructions regarding its telephone number(s) within two (2) business days of receiving notification from the Subscriber.

3.4. Call Referral Announcements

- 3.4.1. Sprint shall allow Hyperion to order all referral announcements, and specify the particular announcement from Sprint's standard set of call referral announcement options. This service order will be on a per telephone number basis, for telephone numbers which Hyperion has ported from Sprint to Hyperion and for which INP measures have, at Hyperion's direction, been terminated.

3.5. Engineering and Maintenance

- 3.5.1. Sprint and Hyperion will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

3.6. Operator Services and Directory Assistance

- 3.6.1. With respect to operator services and directory assistance associated with INP for Hyperion subscribers, Sprint shall provide the following:

3.6.1.1. While INP is deployed :

- 3.6.1.1.1. Sprint shall allow Hyperion to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by Hyperion. Sprint shall continue to allow Hyperion access to its LIDB. Other LIDB provisions are specified in this Agreement.

- 3.6.1.1.2. Where Sprint has control of directory listings for NXX codes containing ported numbers, Sprint shall maintain entries for ported numbers as specified by Hyperion.

- 3.6.2. Sprint OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996. Editor - Nortel.

3.7. Number Reservation

- 3.7.1. When a subscriber ports to another service provider and has previously secured, via a tariffed offering, a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber 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 donor provider. However, Sprint will not port reserved vacant numbers.

**ATTACHMENT VIII
GENERAL BUSINESS REQUIREMENTS**

1. PROCEDURES

1.1. Contact with Subscribers

- 1.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by that Party. Subscribers include active subscribers as well as those for whom service orders are pending.
- 1.1.2. Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or subscriber contact.
- 1.1.3. Sprint shall not use Hyperion's request for subscriber information, order submission, or any other aspect of Hyperion's processes or services to aid Sprint's marketing or sales efforts.

1.2. Expedite, Escalation, and Disaster Procedures

- 1.2.1. No later than one hundred twenty (120) days after the Approval Date of this Agreement, Sprint and Hyperion shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and Hyperion will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after the Approval Date of this Agreement. Each Party shall notify the other Party of any changes to its escalation contact list as soon as practicable before such changes are effective.
- 1.2.2. No later than thirty (30) days after the Approval Date of this Agreement, Sprint shall provide Hyperion with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.

1.3. Subscriber of Record

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

1.4. Service Offerings

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

1.4.2. Essential Services

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

1.4.3. Blocking Services

1.4.3.1. Upon request from Hyperion, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided the extent (a) it is an available option for the Telecommunications Service resold by Hyperion, or (b) it is technically feasible when requested by Hyperion as a function of unbundled Network Elements.

1.4.4. Training Support

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

1.4.5. Carrier Identification Codes

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

2. ORDERING AND PROVISIONING

2.1. Ordering and Provisioning Parity

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

2.1.2. National Exchange Access Center ("NEAC")

- 2.1.3. Sprint shall provide a NEAC or equivalent which shall serve as Hyperion's for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.
- 2.1.4. The NEAC shall provide to Hyperion a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.
- 2.1.5. Sprint shall provide, as requested by Hyperion, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the Parties to meet subscriber demand.
- 2.2. Street Address Guide (SAG)
- 2.2.1. Within thirty (30) days after the Approval Date of this Agreement or as otherwise mutually agreed, Sprint shall provide to Hyperion the SAG data, or its equivalent, in an electronic format mutually agreeable to the Parties. All changes and updates to the SAG shall be provided to in a mutually agreed format and timeframe.
- 2.3. CLASS and Custom Features
- 2.3.1. Where generally available in Sprints serving area, Hyperion, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 2.4. Number Administration/Number Reservation
- 2.4.1. Sprint shall provide testing and loading of Hyperion's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide Hyperion with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with Hyperion. Sprint shall provide the same range of number choices to Hyperion, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of numbers shall remain Sprint's responsibility.
- 2.4.2. In conjunction with an order for service, Sprint shall accept Hyperion orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by Hyperion.
- 2.4.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation. For number reservations associated with complex services, Sprint shall provide confirmation of

the number reservation within twenty-four (24) hours of Hyperion's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

2.5. Service Order Process Requirements

2.5.1. Service Migrations and New Subscriber Additions

2.5.2. For resale services, other than for a Hyperion order to convert "as is" a Hyperion subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to Hyperion service without prior Hyperion agreement.

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

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

2.5.5. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and Hyperion will agree on a scheduled conversion time, which will be a designated time period within a designated date.

2.5.5.1. Any request made by Hyperion to coordinate conversions after normal working hours, or on Saturday or Sunday or legal holidays shall be performed at Hyperion's expense.

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

2.5.7. A general Letter of Agency ("LOA") initiated by Hyperion or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by Hyperion or Sprint. Hyperion and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Authority rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Authority rules (or, if there are no rules applicable to PLC record changes, then such

rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring charges associated with reestablishing the subscriber's local service with the original local carrier.

2.6. Intercept Treatment and Transfer Service Announcements

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

2.7. Due Date

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

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

2.8. Subscriber Premises Inspections and Installations

2.8.1. Hyperion shall perform or contract for all Hyperion's needs assessments, including equipment and installation requirements required beyond the demarcation point/NID, located at the subscriber premises.

2.8.2. Sprint shall provide Hyperion with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers. The Parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

2.9. Firm Order Confirmation (FOC)

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

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

2.9.3. Sprint shall provide to Hyperion the date that service is scheduled to be installed.

2.10. Order Rejections

2.10.1. Sprint shall reject and return to Hyperion any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from Hyperion ordering service at less than the standard order interval. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning

interval requirements.

2.11. Service Order Changes

2.11.1. In no event will Sprint change a Hyperion initiated service order without a new service order directing said change. If an installation or other Hyperion ordered work requires a change from the original Hyperion service order in any manner, Sprint shall call Hyperion prior to performing the installation or other work in order to obtain authorization in the form of a new service order. Sprint shall then provide Hyperion an estimate of additional labor hours and/or materials.

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

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

2.12. Cooperative Testing

2.12.1. Network Testing

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

2.12.1.2. Within 24 hours of a service complaint and after Hyperion has completed all network tests of its own system, Hyperion may submit a request for scheduled cooperative maintenance testing. Upon receipt of this request, and as soon as reasonably practicable, Sprint shall perform said testing with Hyperion (including trouble shooting to isolate any problems) to test Network Elements purchased by Hyperion in order to identify any Sprint generated problems. If, after Network Elements have been tested and Sprint dispatches a field technician to troubleshoot, the trouble was found to be in Hyperion's network equipment or network configuration, Hyperion shall reimburse Sprint for reasonable troubleshooting costs associated with service.

2.13. Service Suspensions/Restorations

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

2.14. Order Completion Notification

2.14.1. Upon completion of the requests submitted by Hyperion, Sprint shall provide to Hyperion a completion notification in an industry standard (i.e. OBF) or in a

mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

2.14.2. Specific Unbundling Requirements

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

2.15. Systems Interfaces and Information Exchanges

2.15.1. General Requirements

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

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

2.15.1.3. Until the real-time, Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept Hyperion orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by Hyperion and Sprint.

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

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

2.15.2.2. The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one Party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the

Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.

- 2.15.2.3. On a schedule to be determined by Sprint, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to Hyperion. Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from Hyperion for each unmatched request. Hyperion agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within three (3) business days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage of unmatched LOA requests, Sprint reserves the right to immediately disconnect the preordering Electronic Interface.
- 2.15.2.4. If Hyperion is not able to provide the LOA for 95% of the end users requested by Sprint, or if Sprint determines that the LOA is inadequate, Hyperion will be considered in breach of the agreement. Hyperion can cure the breach by submitting to Sprint evidence of an LOA within three (3) business days of notification of the breach.
- 2.15.2.5. Should Hyperion not be able to cure the breach in the timeframe noted above, Sprint will disconnect the preordering Electronic Interface between the Parties. Sprint will provide its manual interim systems and procedures for Hyperion's use, which will not provide parity of service to Hyperion. Sprint will suspend the calculation of the preordering service quality measures agreed to in Attachment IX until, in Sprint's determination, Hyperion has corrected the problem that caused the breach.
- 2.15.2.6. Sprint will reconnect the preordering Electronic Interface upon Sprint's timely review and acceptance of evidence provided by Hyperion to correct the problem that caused the breach.
- 2.15.2.7. Should Sprint disconnect the preordering Electronic Interface to Hyperion three times in any twenty four (24) month period for breach of these preordering procedures, Sprint may permanently disconnect the preordering Electronic Interface, and/or may terminate the Interconnection Agreement in accordance with Part B herein.
- 2.15.2.8. If Hyperion and Sprint do not agree that Hyperion requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.
- 2.15.2.9. When available per Electronic Interface Implementation Plan, Sprint shall provide to Hyperion Electronic Interface to Sprint information systems to allow Hyperion to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.

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

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

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

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

2.16. Standards

2.16.1. General Requirements

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

3. BILLING

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

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

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

Agreement.

- 3.4. Sprint shall provide a single point of contact at each Sprint data center for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.5. Subject to the terms of this Agreement, including without limitation § 3.1.6 of this Attachment VIII, Hyperion shall pay Sprint within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.
- 3.6. Billed amounts which are being investigated, queried, or for which claims have or may be filed shall be handled in accordance with the procedures set forth in Part B Article 23 of this Agreement.
- 3.7. Sprint will assess late payment charges to Hyperion in accordance with the applicable tariff or, if there is no tariff Sprint will assess a late payment charge equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 3.8. Sprint shall credit Hyperion for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 3.9. The Parties agree to record call information for interconnection in accordance with this § 3.1. To the extent technically feasible, each Party shall record all call detail information associated with every call originated or terminated to the other Party's local exchange subscriber. Sprint shall record for Hyperion the messages that Sprint records for its end users. These records shall be provided at a Party's request and shall be formatted pursuant to Bellcore's EMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party on non-holiday business days in EMR format via CDN. At Hyperion's option, it may order records under this subsection by cartridge or magnetic tape media. Sprint and Hyperion agree that they shall retain, at each Party's sole expense, copies of all EMR records transmitted to the other Party for at least forty five (45) calendar days after transmission to the other Party.
- 3.10. Sprint shall be responsible for billing and collecting charges from IXC's for access related to interexchange calls generated by resale subscribers.
- 3.11. Sprint shall establish a switched access meet point billing arrangement with Hyperion. This arrangement will include Tandem routed IXC calls and IXC calls.
 - 3.11.1. Hyperion will bill for Hyperion common line, local switching, RIC, and its portion of the transport charges for Tandem routed IXC calls.
 - 3.11.2. SPRINT and Hyperion will provide all necessary switched access records to each other for access billing.

3.12. Revenue Protection

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

4. PROVISION OF SUBSCRIBER USAGE DATA

- 4.1. This Article 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Attachment VIII) to Hyperion and for information exchange regarding long distance billing.
- 4.2. General Procedures
- 4.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.
- 4.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 4.2.3. Sprint shall record all usage originating from Hyperion subscribers using service ordered by Hyperion, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
- 4.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis
- 4.2.3.2. Calls To Information Providers Reached Via Sprint Facilities will be provided in accordance with § 4.1.1.7
- 4.2.3.3. Calls To Directory Assistance Where Sprint Provides Such Service To An Hyperion Subscriber
- 4.2.3.4. Calls Completed Via Sprint-Provided Operator Services Where Sprint Provides Such Service To Hyperion's Local Service Subscriber and where Sprint records such usage for its subscribers using Industry Standard Bellcore EMR billing records.
- 4.2.3.5. For Sprint-Provided Centrex Service, Station Level Detail

- 4.2.4. Retention of Records: Sprint shall maintain a machine readable back-up copy of the message detail provided to Hyperion for a minimum of forty-five (45) calendar days. During the 45 day period, Sprint shall provide any data back-up to Hyperion upon the request of Hyperion. If the 45 day has expired, Sprint may provide the data back-up at Hyperion's expense.
- 4.2.5. Sprint shall provide to Hyperion Recorded Usage Data for Hyperion subscribers. Sprint shall not submit other Hyperion local usage data as part of the Hyperion Recorded Usage Data.
- 4.2.6. Sprint shall not bill directly to Hyperion subscribers any recurring or non-recurring charges for Hyperion's services to the subscriber except where explicitly permitted to do so within a written agreement between Sprint and Hyperion.
- 4.2.7. Sprint will record 976/N11 calls and transmit them to the Information Service Provider ("ISP") for billing. Sprint will not bill these calls to either the Hyperion or the Hyperion's end user.
- 4.2.8. Sprint shall provide Recorded Usage Data to Hyperion billing locations as agreed to by the Parties.
- 4.2.9. Sprint shall establish a Local Carrier Service Center (LCSC) or similar function to serve as Hyperion's single point of contact to respond to Hyperion call usage, data error, and record transmission inquiries.
- 4.2.10. Sprint shall provide Hyperion with a single point of contact and remote identifiers (IDs) for each sending location.
- 4.2.11. Hyperion shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
- 4.2.12. Sprint shall bill and Hyperion shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in the Connectivity Billing and Recording Section of this Attachment VIII.
- 4.3. Charges
- 4.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 4.3.2. Sprint will be responsible for returning EMI/EMR records to IXCs with the proper EMR Return Code along with the Operating Company Number ("OCN") of the associated Automatic Number Identification ("ANI"), (i.e., Billing Number).
- 4.3.3. Sprint will deliver a monthly statement for wholesale services as follows:
- 4.3.3.1. Invoices will be provided in a standard Carrier access billing format or other

such format as Sprint may determine;

4.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMR industry format will be exchanged daily or at other mutually agreed upon intervals;

4.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

4.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g., billing method, special language) when Carrier places the order for service;

4.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.

4.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days. Sprint shall bill for message provisioning, data tape charges and for additional copies of the monthly invoice.

4.4. Central Clearinghouse & Settlement

4.4.1. Sprint and Hyperion shall agree upon Clearinghouse and Incollect/Outcollect procedures.

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

4.5. Lost Data

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

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

determined by subtracting the data actually recorded for such day from the estimated total for such day.

- 4.5.3. Complete Loss - When Sprint is unable to recover data as discussed in 4.1.4.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 4.5.4. Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by Hyperion and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 4.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss
- 4.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Sprint shall use volumes from the two (2) preceding Sundays.
- 4.5.7. If the loss occurs on Mother's day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of Hyperion's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.
- 4.6. Testing, Changes and Controls
 - 4.6.1. The Recorded Usage Data, EMR format, content, and transmission process shall be tested as agreed upon by Hyperion and Sprint.
 - 4.6.2. Periodic Review: Control procedures for all usage transferred between Sprint and Hyperion shall require periodic review. This review may be included as part of an Audit of Sprint by Hyperion or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and Hyperion must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by Hyperion and Sprint.
 - 4.6.3. Sprint Software Changes
 - 4.6.3.1. When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to Hyperion, designated Sprint personnel shall notify Hyperion no less than ninety (90) calendar days before

such changes are implemented.

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

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

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

4.6.4. Hyperion Requested Changes:

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

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

4.7. Information Exchange and Interfaces

4.7.1. Product/Service Specific

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

4.7.2. Rejected Recorded Usage Data

4.7.2.1.Upon agreement between Hyperion and Sprint messages that cannot be rated and/or billed by Hyperion may be returned to Sprint via CDN. Returned messages shall be sent directly to Sprint in their original EMR format or at Hyperion's request may be transmitted in cartridge or magnetic tape media. Standard EMR return codes shall be utilized.

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

5. GENERAL NETWORK REQUIREMENTS

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

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

Sprint shall provide Hyperion with maintenance support at Parity.

- 5.1.2. Sprint shall provide on a regional basis, a toll free number for a point of contact for Hyperion to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.

- 5.1.3. Sprint shall provide Hyperion maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 5.1.4. Sprint shall cooperate with Hyperion to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 5.1.5. All Sprint employees or contractors who perform repair service for Hyperion subscribers shall follow Sprint standard procedures in all their communications with Hyperion subscribers. These procedures and protocols shall ensure that: (1) Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; (2) trouble calls from Hyperion shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is a Hyperion subscriber or an Sprint subscriber.
- 5.1.6. Sprint shall provide Hyperion with scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to Hyperion under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network.
- 5.1.7. Sprint shall give maximum advanced notice to Hyperion of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which Hyperion has advised Sprint may potentially impact Hyperion subscribers.
- 5.1.8. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance as follows:
- 5.1.8.1. Any cable or electronics outage that affects 50% or more of the in-service lines of a central office or 1000 access lines, whichever is less with a duration of two (2) minutes or more.
- 5.1.8.2. Toll or EAS isolation of an entire exchange with duration of two (2) minutes or more.
- 5.1.8.3. Any digital cross-connect or fiber optic complete system failure lasting two (2) minutes or more.
- 5.1.9. On all misdirected calls from Hyperion subscribers requesting repair, Sprint shall provide such Hyperion subscriber with the correct Hyperion repair telephone number as such number is provided to Sprint by Hyperion.

- 5.1.10. Upon establishment of an Electronic Interface, Sprint shall notify Hyperion via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. Hyperion will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.
- 5.1.11. Sprint and Hyperion may mutually agree to performance reporting as business needs demand.
- 5.1.12. Once the electronic gateway is established between Sprint and Hyperion, Sprint agrees that Hyperion may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by Hyperion.
- 5.1.13. Sprint shall perform all testing for resold Telecommunications Services.
- 5.1.14. Sprint shall provide test results to Hyperion, if appropriate, for trouble clearance. In all instances, Sprint shall provide Hyperion with the disposition of the trouble.
- 5.1.15. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If Hyperion requests the trouble dispatch, then Hyperion will bear the cost.

6. MISCELLANEOUS SERVICES AND FUNCTIONS

6.1. General

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

6.2. General Requirements

- 6.2.1. Basic 911 and E911 General Requirements
- 6.2.2. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to Hyperion in accordance with the following:
- 6.2.3. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/ Data Management System (ALI/DMS), to determine to which Public Safety Answering Point (PSAP) to route the call.
- 6.2.4. Basic 911 and E911 functions provided to Hyperion shall be at parity with the support and services that Sprint provides to its subscribers for such similar functionality.

6.2.5. Basic 911 and E911 access when Hyperion purchases Local Switching shall be provided to Hyperion in accordance with the following:

6.2.5.1. Sprint shall conform to all state regulations concerning emergency services.

6.2.5.1.1. For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS data base. Through this process, Sprint shall provide and validate Hyperion subscriber information resident or entered into the ALI/DMS data base.

6.2.5.2. Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at Hyperion's discretion, directly to Hyperion operator services.

6.2.5.3. Basic 911 and E911 access from the Hyperion local switch shall be provided to Hyperion in accordance with the following:

6.2.5.3.1. If required by Hyperion, Sprint shall interconnect direct trunks from the Hyperion network to the E911 PSAP, or the E911 Tandems as designated by Hyperion. Such trunks may alternatively be provided by Hyperion.

6.2.5.3.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county ("Host SPRINT"), Hyperion shall participate in the provision of the 911 System as follows:

6.2.5.3.2.1. Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.

6.2.5.3.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.

6.2.5.3.3. If a third party is the primary service provider to a government agency, Hyperion shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and Hyperion are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.

6.2.5.3.4. If Hyperion or its Affiliate is the primary service provider to a government agency, Hyperion and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

6.2.5.3.5. Interconnection and database access shall be priced as specified in

Attachment I or at any rate charged to other interconnected Hyperions, whichever is lower.

6.2.5.3.6. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

6.2.5.3.7. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with Hyperion data in an interval at parity with that experienced by Sprint subscribers, or other Hyperions, whichever is faster, at no additional cost.

6.2.5.4. Sprint shall transmit to Hyperion daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

6.2.5.5. Sprint shall provide to Hyperion the necessary Network Elements in order for Hyperion to provide E911/911 services to government agencies. If such elements are not available from Sprint, Sprint shall offer E911/911 service for resale by Hyperion to government agencies.

6.2.5.6. The following are Basic 911 and E911 Database Requirements:

6.2.5.6.1. The ALI database shall be managed by Sprint, but is the property of Sprint and any participating telephone company and SPRINT for those records provided by the company.

6.2.5.6.2. To the extent allowed by the governmental agency, and where available, copies of the MSAG shall be provided within three business days from the time requested and provided on diskette, magnetic tape, or in a format suitable for use with desktop computers.

6.2.5.6.3. Hyperion shall be solely responsible for providing Hyperion database records to Sprint for inclusion in Sprint's ALI database on a timely basis.

6.2.5.6.4. Sprint and Hyperion shall arrange for the automated input and periodic updating of the E911 database information related to Hyperion end users. Sprint shall work cooperatively with Hyperion to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Sprint shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

6.2.5.6.5. Hyperion shall assign an E911 database coordinator charged with the responsibility of forwarding Hyperion end user ALI record information to

Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. Hyperion assumes all responsibility for the accuracy of the data that Hyperion provides to Sprint.

6.2.5.6.6. Hyperion 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 Hyperion. If Sprint detects an error in the Hyperion provided data, the data shall be returned to Hyperion within two (2) business days from when it was provided to Sprint. Hyperion 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.

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

6.2.5.6.8. Sprint shall adopt use of a Hyperion Code (NENA standard five-character field) on all ALI records received from Hyperion. The Hyperion Code will be used to identify the Hyperion of record in LNP/INP configurations.

6.2.5.6.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

6.2.5.7. The following are basic 911 and E911 Network Requirements:

6.2.5.7.1. Sprint, at Hyperion's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be dedicated to routing 911 calls from Hyperion's switch to a Sprint selective router.

6.2.5.7.2. Sprint shall provide the selective routing of E911 calls received from Hyperion's switching office. This includes the ability to receive the ANI of Hyperion's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide Hyperion with the appropriate CLLI codes and specifications regarding the Tandem serving area associated addresses and meet-points in the network.

6.2.5.7.3. Hyperion shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code.

Hyperion shall also ensure that its switch provides the line number of the calling station. Where applicable, Hyperion shall send a ten-digit ANI to Sprint when there is an ANI failure the Hyperion shall send the Central Office trunk Group number in the Emergency Service Central Office ("ESCO") format..

6.2.5.7.4. Each ALI discrepancy report shall be jointly researched by Sprint and Hyperion. Corrective action shall be taken immediately by the responsible Party.

6.2.5.7.5. Where Sprint controls the 911 network, Sprint should provide Hyperion with a detailed written description of, but not limited to, the following information:

6.2.5.7.5.1. Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.

6.2.5.7.5.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

6.2.5.7.5.3. Technical specifications for network interface, Technical specifications for database loading and maintenance.

6.2.5.7.5.4. Sprint shall identify special routing arrangements to complete overflow.

6.2.5.7.5.5. Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

6.2.5.7.6. Sprint shall identify any special operator-assisted calling requirements to support 911.

6.2.5.7.7. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

6.2.5.7.8. Circuits shall have interoffice, loop and Hyperion system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available Hyperion systems. Diversity will be maintained or upgraded to utilize the highest level of

- diversity available in the network.

6.2.5.7.9. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

6.2.5.7.10. All 911 trunks must be capable of transmitting and receiving Baudot code or ASCII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

6.2.5.8. Basic 911 and E911 Additional Requirements

6.2.5.8.1. All Hyperion lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the Hyperion number (if both are received from Hyperion). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

6.2.5.8.2. Sprint shall work with the appropriate government agency to provide Hyperion the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which Hyperion is interconnected.

6.2.5.8.3. Sprint shall notify Hyperion 48 hours in advance of any scheduled testing or maintenance affecting Hyperion 911 service, and provide notification as soon as possible of any unscheduled outage affecting Hyperion 911 service.

6.2.5.8.4. Hyperion shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide Hyperion with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

6.2.5.8.5. Hyperion may enter into subcontracts with third parties, including Hyperion Affiliates, for the performance of any of Hyperion's duties and obligations stated herein.

6.2.5.8.6. Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next 12 months.

6.2.5.8.7. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to Hyperion resulting from any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time

to react.

6.2.5.8.8. Sprint shall identify process for handling of “reverse ALI” inquiries by public safety entities.

6.2.5.8.9. Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

6.2.5.8.10. Sprint must provide the ability for Hyperion to update 911 databases with end user information for lines that have been ported via INP or NP.

6.2.6. Directory Assistance Service

6.2.6.1. Sprint shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by Hyperion subscribers directly to, at Hyperion’s option, either (a) the Hyperion DA service platform to the extent Sprint’s switch can perform this customized routing, or (b) Sprint DA service platform to the extent there is a DA service platform for that serving area.

6.2.6.2. Hyperion subscribers shall be provided the capability by Sprint to dial the same telephone numbers for access to Hyperion Directory Assistance that Sprint subscribers dial to access Sprint Directory Assistance.

6.2.6.3. Sprint shall provide Directory Assistance functions and services to Hyperion for its subscribers as described below until Sprint routes calls to the Hyperion Directory Assistance Services platform.

6.2.6.3.1. Sprint agrees to provide Hyperion subscribers with the same Directory Assistance service available to Sprint subscribers.

6.2.6.3.2. Sprint shall notify Hyperion in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to Hyperion.

6.2.6.3.3. Sprint shall provide Directory Assistance to Hyperion subscribers in accordance with Sprint’s internal local operator procedures and standards.

6.2.6.3.4. Sprint shall provide Hyperion with the same level of support for the provisioning of Directory Assistance as Sprint provides itself. Quality of service standards shall be measured at the aggregate level in accordance with standards and performance measurements that are at parity with the standards and/or performance measurements that Sprint uses and/or which are required by law, regulatory agency, or by Sprint’s own internal procedures, whichever are the most rigorous.

6.2.6.3.5. Service levels shall comply, at a minimum, with State Regulatory Authority requirements for number of rings to answer, average work time, and disaster recovery options.

6.2.6.3.6. Hyperion or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides DA services, upon five (5) business days notice to Sprint.

6.2.6.3.7. Directory Assistance services provided by Sprint to Hyperion subscribers shall be branded in accordance with Article 12 of Part B of this Agreement.

6.2.6.3.8. Sprint shall provide the following minimum Directory Assistance capabilities to Hyperion's subscribers:

6.2.6.3.8.1. A maximum of two subscriber listings and/or addresses or Sprint parity per Hyperion subscriber request.

6.2.6.3.8.2. Telephone number and address to Hyperion subscribers upon request, except for non-published/unlisted numbers, in the same states where such information is provided to Sprint subscribers.

6.2.6.3.8.3. Upon Hyperion's request, call completion to the requested number for local and intraLATA toll calls shall be sent to the network specified by Hyperion where such call completion routing is technically feasible. If fulfillment of such routing request is not technically feasible, Sprint shall promptly notify Hyperion if and when such routing becomes technically feasible. Rating and billing responsibility shall be agreed to by Hyperion and Sprint.

6.2.6.3.8.4. Populate the Directory Assistance database in the same manner and in the same time frame as for Sprint subscribers.

6.2.6.3.8.5. Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for Hyperion subscribers as for Sprint's subscribers.

6.2.6.4. Sprint shall provide Hyperion call detail records in a mutually agreed format and manner.

6.2.7. Operator Services

6.2.7.1. Sprint shall provide for the routing of local operator services calls (including but not limited to 0+, 0-) dialed by Hyperion subscribers directly to either the Hyperion operator service platform or Sprint operator service platform to the extent Sprint's switch can perform this customized routing, as specified by

Hyperion.

6.2.7.2. Hyperion subscribers shall be provided the capability by Sprint to dial the same telephone numbers to access Hyperion operator service that Sprint subscribers dial to access Sprint operator service.

6.2.7.3. Sprint shall provide Operator Services to as described below until, at Hyperion's discretion, Sprint routes calls to the Hyperion Local Operator Services platform.

6.2.7.3.1. Sprint agrees to provide Hyperion subscribers the same Operator Services available to Sprint subscribers. Sprint shall make available its service enhancements on a non-discriminatory basis.

6.2.7.3.2. Operator Services provided to Hyperion subscribers shall be branded in accordance with Article 12 of Part B of this Agreement.

6.2.7.3.3. Sprint shall provide the following minimum Operator Service capabilities to Hyperion subscribers:

6.2.7.3.3.1. Sprint shall complete 0+ and 0- dialed local calls.

6.2.7.3.3.2. Sprint shall complete 0+ intraLATA toll calls.

6.2.7.3.3.3. Sprint shall complete calls that are billed to a 0+ access calling card.

6.2.7.3.3.4. Sprint shall complete person-to-person calls.

6.2.7.3.3.5. Sprint shall complete collect calls.

6.2.7.3.3.6. Sprint shall provide the capability for callers to bill to a third party and complete such calls.

6.2.7.3.3.7. Sprint shall complete station-to-station calls.

6.2.7.3.3.8. Sprint shall process emergency calls.

6.2.7.3.3.9. Sprint shall process Busy Line Verify and Busy Line Verify and Interrupt requests.

6.2.7.3.3.10. To the extent not prohibited by law or regulation, Sprint shall process emergency call trace.

6.2.7.3.3.11. Sprint shall process operator-assisted directory assistance

calls.

6.2.7.3.3.12. Sprint shall provide basic rate quotes, subject to Sprint's operator systems being capable to perform unique rating for Hyperion.

6.2.7.3.3.13. Sprint shall process time-and-charges requests, at parity with Sprint's own service offerings.

6.2.7.3.3.14. Sprint shall route 0- traffic directly to a "live" operator team.

6.2.7.3.3.15. When requested by Hyperion, Sprint shall provide instant credit on operator services calls as provided to Sprint subscribers or shall inform Hyperion subscribers to call an 800 number for Hyperion subscriber service to request a credit. Sprint shall provide one 800 number for business subscribers and another for residential subscribers.

6.2.7.3.3.16. Caller assistance for the disabled shall be provided in the same manner as provided to Sprint subscribers.

6.2.7.3.3.17. When available, Sprint shall provide operator-assisted conference calling.

6.2.7.4.Operator Service shall provide Hyperion's local usage rates when providing rate quote and time-and-charges services, and subject to § 6.1.3.3.3.13 above.

6.2.7.5.Operator Service shall adhere to equal access requirements.

6.2.7.6.Sprint shall exercise the same level of fraud control in providing Operator Service to Hyperion that Sprint provides for its own operator service.

6.2.7.7.Sprint shall query for Billed Number Screening restrictions when handling Collect, Third Party, and Calling Card Calls, both for station to station and person to person call types.

6.2.7.8.Sprint shall provide at an aggregate level for the operator service center, service measurements and accounting reports to Hyperion at parity with the service measurements and accounting reports Sprint provides itself or as otherwise mutually agreed by the Parties.

6.2.7.9.Hyperion or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides Operator Services, upon five (5) business days notice to Sprint.

6.2.7.10. Sprint shall direct Hyperion subscriber account and other similar inquiries

to the subscriber service center designated by Hyperion.

6.2.7.11. Sprint shall provide call records in accordance with Article 4 of this Attachment VIII.

6.2.7.12. Sprint shall accept and process overflow 911 traffic routed from Hyperion to the underlying platform used to provide Operator Service where such overflow is performed by Sprint for its subscribers.

6.2.7.13. Busy Line Verification and Busy Line Verify and Interrupt:

6.2.7.13.1. Sprint shall permit Hyperion to connect its Local Operator Service to Sprint's Busy Line Verification and Busy Line Verify and Interrupt ("BLV/BLVI").

6.2.7.13.2. Sprint shall engineer its BLV/BLVI facilities to accommodate the anticipated volume of BLV/BLVI requests during the Busy Hour. Hyperion may, from time to time, provide its anticipated volume of BLV/BLVI requests to Sprint. In those instances when the BLV/BLVI systems and databases become unavailable, Sprint shall promptly inform Hyperion.

6.2.8. Directory Assistance and Listings Service Requests

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

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

6.2.8.1.2. Sprint will provide to Hyperion the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, Unbundled Network Elements and Facilities-Based:

6.2.8.1.2.1. Migrate with no Changes: Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to Hyperion.

6.2.8.1.2.2. Migrate with Additions: Retain all white page listings for the subscriber in both DA and DL. Incorporate the specified additional

listings order. Transfer ownership and billing for the white page listings to Hyperion.

6.2.8.1.2.3.Migrate with Deletions: Retain all white page listings for the subscriber in both DA and DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to Hyperion.

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

6.2.8.1.2.4.1. A matrix of NXX to central office

6.2.8.1.2.4.2. Geographical maps if available of Sprint service area

6.2.8.1.2.4.3. 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

6.2.8.1.2.4.4. Listing format rules

6.2.8.1.2.4.5. Standard abbreviations acceptable for use in listings and addresses

6.2.8.1.2.4.6. Titles and designations

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

6.2.8.1.3. Based on changes submitted by Hyperion, Sprint shall update and maintain directory assistance and directory listings data for Hyperion subscribers who:

6.2.8.1.4. Disconnect Service

6.2.8.1.4.1.Change Hyperion

6.2.8.1.4.2.Install Service

6.2.8.1.4.3.Change any service which affects DA information

6.2.8.1.4.4.Specify Non-Solicitation

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

6.2.8.1.5. Sprint shall not charge for storage of Hyperion subscriber information in the DA and DL systems.

6.2.8.1.6. Hyperion shall not charge for storage of Sprint subscriber information in the DA and DL systems.

6.2.9. Directory Listings General Requirements. Hyperion acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and yellow pages directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher, Sprint Publishing & Advertising (SPA). Hyperion acknowledges that for a Hyperion subscriber's name to appear in a directory, Hyperion must submit a Directory Service Order. Sprint shall use reasonable efforts to assist Hyperion in obtaining an agreement with SPA that treats Hyperion at parity with the SPA's treatment of Sprint.

6.2.9.1. This § 6.1.5 pertains to listings requirements published in the traditional white pages.

6.2.9.2. Sprint shall include in its master subscriber system database all white pages listing information for Hyperion subscribers in Sprint territories where Hyperion is providing local telephone exchange services.

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

6.2.9.4. Hyperion agrees to provide Hyperion customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide Hyperion with the appropriate format for provision of Hyperion 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.

6.2.9.5. Sprint agrees to provide White Pages database maintenance services to Hyperion. Hyperion will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry 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 Service Order Entry System initially, and when Service

Orders are entered in order to process a requested change to directory records.

- 6.2.9.6. Hyperion customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to Hyperion customers.
- 6.2.9.7. In addition to a basic White Pages listing, Sprint will provide, at the rates set forth in Attachment II of this Agreement, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Hyperion to offer for resale to Hyperion's customers.
- 6.2.9.8. Sprint agrees to provide White Pages distribution services to Hyperion customers within Sprint's service territory at no additional charge to Hyperion. Sprint represents that the quality, timeliness, and manner of such distribution services will be at parity with those provided to Sprint and to other Hyperion customers.
- 6.2.9.9. Sprint agrees to include critical contact information pertaining to Hyperion in the "Information Pages" of those of its White Pages directories, provided that Hyperion meets criteria established by SPA. Critical contact information includes Hyperion's business office number, repair and customer service numbers, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. Hyperion may also include its logo in the critical contact section of the Information Pages. Hyperion will not be charged for inclusion of its critical contact information. The format, content and appearance of Hyperion's critical contact information will conform to applicable Sprint and/or SPA guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 6.2.9.10. Sprint will accord Hyperion customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to Hyperion customer proprietary listing information will be limited solely to those of Sprint's and SPA'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 SPA 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 Hyperion that contains customer listings of both Sprint and Hyperion will not be deemed a violation of this confidentiality provision.
- 6.2.9.11. Sprint will sell / license Hyperion's customer listing information to third parties unless Hyperion's provides prior written notice to Sprint otherwise. Sprint and Hyperion will work cooperatively to address any payments for the sale or license of Hyperion customer listing information to third parties. Any

payments due to Hyperion 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 Hyperion's customer listing to Sprint's directory publisher will not constitute the sale or license of Hyperion's customer listing information causing any payment obligation to arise pursuant to this § 6.2.9.11.

6.2.10. Other Directory Services. Sprint will exercise reasonable efforts to cause SPA to enter into a separate agreement with Hyperion which will address other directory services desired by Hyperion as described in this § 6.1.6. Both Parties acknowledge that SPA is not a party to this Agreement and that the provisions contained in this § 6.2.10 are not binding upon SPA.

6.2.10.1. SPA will negotiate with Hyperion concerning the provision of a basic Yellow Pages listing to Hyperion customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to Hyperion customers.

6.2.10.2. Directory advertising will be offered to Hyperion customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other Hyperion customers. Directory advertising will be billed to Hyperion customers by SPA.

6.2.10.3. SPA will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to Hyperion is maintained without interruption.

6.2.10.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 6.1.5.9 may be purchased from SPA, subject to applicable SPA guidelines, criteria, and regulatory requirements.

6.2.10.5. SPA 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.

6.2.11. Directory Assistance Data

6.2.11.1. 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 Hyperions 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. Hyperion may combine this element with any other Network Element for the provision of any Telecommunications Service.

6.2.11.2. Sprint shall provide an initial load of subscriber records via magnetic tape for Sprint, included in its Directory Assistance Database within sixty (60) days of the Effective Date of this Agreement. The NPAs included shall represent the entire Sprint operating region. The initial load shall reflect all data that is current as of one business day prior to the provision date.

6.2.11.3. Sprint shall provide Hyperion a complete list of LECs, CLECs, and independent Telcos that provided data to Sprint for its DA database.

6.2.11.4. All directory assistance data shall be provided in a mutually agreed format.

6.2.11.5. On the same schedule that Sprint updates its database Sprint shall provide updates (end user and mass) to the Directory Assistance Database via electronic data transfer. Updates shall be current as of one business day prior to the date provided to Hyperion.

6.2.11.6. DA data shall specify whether the subscriber is a residential, business, or government subscriber, to the extent Sprint so marks its own DA database records with such indication. Additionally, data must include all levels of indentation and all levels of information specified in "Directory Assistance Data Information Exchanges and Interfaces" below, to the extent Sprint's data is so formatted.

6.2.11.7. Hyperion shall pay to Sprint charges for DA listings and updates that are developed consistent with the Act.

6.2.11.8. Sprint shall provide complete refresh of the DA data upon request by Hyperion and at Hyperion's expense.

6.2.11.9. 6.1.7.9 Hyperion will designate the location to which the data will be provided, and Hyperion shall order DA data from Sprint at a state/company level.

6.3. Systems Interfaces and Exchanges

6.3.1. Directory Assistance Data Information Exchanges and Interfaces

6.3.1.1. Subscriber List Information

6.3.1.1.1. Sprint shall provide to Hyperion, within sixty (60) days after the Approval Date of this Agreement, or at Hyperion'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 Hyperion pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

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

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

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

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

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

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

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

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

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

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

6.3.1.3. Considerations Relating to an Indented Listing (Caption) Set Requirements

6.3.1.3.1. Use of line numbers, or other methods, to ensure the integrity of the caption set and identify the sequence or placement of a listing record

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

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

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

6.3.1.4. Data Processing Requirements: Sprint and Hyperion shall mutually agree to standards on the following data processing requirements:

6.3.1.4.1. Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape. Due to the size of an initial load, it would be generally expected to be on tape and the daily update activity via another media, and via a mutually agreed to timeframe, such as NDM.

6.3.1.4.2. Identify tape or dataset label requirements.

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

6.3.1.4.4. Identify dates on which the other Party should not expect to receive daily update activity.

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

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

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

sequence.

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

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

6.3.1.5. Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

6.3.1.6. Listing Styles

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

INDENTED ADDRESS
LISTING

Contains address and telephone number data; the name
data text field is blank.

LEVEL OF INDENT

Header record is zero (0), sub-header and indented
records range from 1 -6.

6.3.1.7.Data Field Elements

Requirements for Initial Processing and Daily Update Activity

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

G = Government (2)
 BR = Business & Residence (5)
 BG = Business & Government (6)
 BRG = Business, Residence, &
 Government (7)

LISTING TYPE

L = Listed
 N = Non-Listed
 NP = Non-Published

Required: Maximum of 2
alpha characters

ADVANCE LISTING

AVL = Advance Listing

Optional: 3 alpha characters

This is used when it is very close to the
 Business Office close date and the
 service is not actually established but
 the subscriber needs to be in the
 directory. Once the service is
 established, a second order is placed
 without the indicator and the listing is
 established permanently and sent to
 DA.

LISTING STYLE

S = Straight line
 I = Indented listing set
 CH = Caption Header
 CS = Caption Sub-header

Required: 2 alpha characters

An Indented listing relates to either a
 caption or Straight Line Under (SLU)
 set listing.

INDENT LEVEL

0 = Non-indented record
 1 - 6 = Level of indented record

Required: 1 digit

ADDRESS HOUSE NUMBER

For example: 123, A-123, 123-1/2

Optional: Maximum of 20
 alphanumeric characters,
 including hyphen, space, and
 slash

ADDRESS PRE- DIRECTIONAL

For example: N, S, E, W, NE, SW,
 NORTH

Optional: Maximum of 5
 alpha characters

ADDRESS STREET NAME

For example: Main, Peachtree-
 Dunwoody, HWY 75 at Exit 30

Optional: Maximum of 100
 alpha, alphanumeric

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

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

ASSOCIATION listing is to be placed.
(YPPA)

NON-STANDARD Telephone numbers less than or more Optional: Minimum of 1 digit,
TELEPHONE than the standard telephone number. maximum of 22 characters,
NUMBER * including spaces and hyphens

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

6.4. Systems Security

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

ATTACHMENT IX REPORTING STANDARDS

1. GENERAL

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

2. PARITY AND QUALITY MEASUREMENTS

- 2.1. Sprint will develop self-reporting capabilities comparing Sprint results with Hyperion results for the following measures of service parity no later than December 31, 1998:
 - 2.1.1. Percentage of Commitment Times Met - Service Order
 - 2.1.2. Percentage of Commitment Times Met - Trouble Report
 - 2.1.3. Trouble Reports per 100 Access Lines (Resale only)
 - 2.1.4. Percent Repeated Trouble Reports
 - 2.1.4.1. In the event Hyperion chooses to utilize the Sprint operator service platform the following measures will be implemented within 6 months of the date of first use by Hyperion:
 - 2.1.4.1.1. Average Toll Answer Time
 - 2.1.4.1.2. Average Directory Assistance Answer Time

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