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T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel

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January 20, 2004

VIA HAND DELIVERY

Hon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

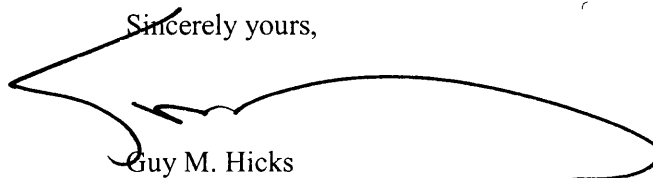
Docket No. 04-00020

Dear Chairman Tate:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated January 1, 2001. The Amendment extends the term of the Agreement for six months and modifies the Terms and Conditions and Attachments 1, 2, 3 and 7.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: W. Richard Morris, Sprint Communications Company L.P.
James Wright, Esq. Sprint Communications

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
AND SPRINT COMMUNICATIONS COMPANY, LP
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. ("Sprint CLEC") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated January 1, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Sprint CLEC and BellSouth state the following:

1. Sprint CLEC and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Sprint CLEC. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on September 9, 2002

2. The parties have recently negotiated an Amendment to the Agreement which extends the term of the Agreement for six months and modifies the Terms and

Conditions and Attachments 1, 2, 3 and 7. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Sprint CLEC and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Sprint CLEC within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Sprint CLEC and BellSouth aver that the Amendment is consistent with the standards for approval.

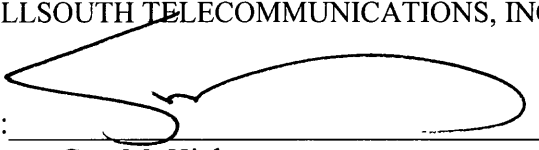
6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Sprint CLEC and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 20th day of Jan, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 20th day of Jan, 2004:

W. Richard Morris
Vice President – State External Affairs
6450 Sprint Parkway
Mailstop KSOPHN0214
Overland Park, KS 66215

Sprint PCS
Attention: Legal Regulatory Department
Mailstop: KSOPH10414
6160 Sprint Parkway, Bldg. 9
Overland park, KS 66251

Sprint PCS
Manager: Carrier Interconnection Management
Mailstop: KSKOPAM101
11880 College Blvd.
Overland Park, KS 06210



Guy M. Hicks

Amendment to
Interconnection Agreement
between
Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.
and
BellSouth Telecommunications, Inc.

Dated January 1, 2001

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo. L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (Sprint PCS), and BellSouth Telecommunications, Inc. (BellSouth), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement (the Agreement) between BellSouth and Sprint CLEC and Sprint PCS, (collectively referred to as "Sprint") dated January 1, 2001.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete Sections 2 and 3, General Terms and Conditions – Part A in their entirety and replace them with the following:

2. **Term of the Agreement**

2.1 The term of this Agreement shall be from the effective date as set forth above and shall expire as of June 30, 2004. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

3. **Renewal**

3.1 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence

negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).

- 3.2 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
 - 3.3 Notwithstanding the foregoing and except as set forth in Section 3.4 below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, or the Parties have not mutually agreed where permissible, to extend, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Sprint pursuant to BellSouth's then current standard interconnection agreement or Sprint may exercise its rights under Section 252(i) of the Act. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties or Sprint adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in the Subsequent Agreement.
 - 3.4 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.
2. The Parties agree to add Section 10.1.1, General Terms and Conditions – Part A as follows:
- 10.1.1 Dispute Resolution. Any claim arising under Section 10.1 shall be excluded from the dispute resolution procedures set forth in Section 14 and shall be brought in a court of competent jurisdiction.

3. The Parties agree to replace Sections 11.1 – 11.7, General Terms and Conditions – Part A with new Sections 11.1-11.7, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference. The Parties also agree to replace Section 11.10 with the following:

11.10 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies pursuant to this Agreement.

4. The Parties further agree to delete Section 14, General Terms and Conditions – Part A and replace with the following:

14. Resolution of Disputes

14.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, then if the aggrieved Party elects to pursue such dispute, the aggrieved Party may petition the FCC or Commission for a resolution of the dispute. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided, however, that neither Party shall be required to act in any unlawful fashion. If the issue is as to how or whether to perform an obligation, the Parties shall continue to operate under the Agreement as they were at the time the dispute arose. This provision shall not preclude the Parties from seeking other legal remedies. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

14.2 The foregoing Section 14.1 notwithstanding, except to the extent the Commission is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section 14 shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.

5. The Parties agree to delete Sections 18.4 and 18.5 in General Terms and Conditions – Part A and replace with the following:

- 18.4 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Sprint or BellSouth to perform any material terms of this Agreement, Sprint or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.
- 18.5 If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 14.

6. The Parties further agree to delete Section 29.3 in General Terms and Conditions – Part A and replace with the following:

- 29.3 Notwithstanding the foregoing, BellSouth may provide Sprint notice via Internet posting of price changes and changes to the terms and conditions of services available for resale. BellSouth shall provide notice of discontinuance of resold services and notice of rate increases on resold services ten (10) days prior to Sprint's obligation to provide advanced notice to its End Users pursuant to Commission order or Rule. BellSouth will post on its website changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted, and any other information of general applicability to CLECs.

The Parties also agree to delete "Telecommunications Service," from 29.4 and to replace 29.5 with the following:

- 29.5 Bellsouth shall provide notice of network changes and upgrades as required by Section 51.325 through 51.335 of Title 47 of the Code of Federal Regulations or other applicable FCC and/or Commission rules.

7. The Parties agree to add a new Section 37 to General Terms and Conditions – Part A as follows:

37. **Indivisibility**

The Parties acknowledge that they have assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

8. The Parties further agree to add Section 4.4 to Attachment 1 – Resale as follows:

4.4 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas

4.4.1 BellSouth will in some instances provision resold services in accordance with the GSST and PLST jointly with an Independent Company or other CLEC.

4.4.2 When Sprint assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

4.4.3 Service terminating in an Independent Company or other CLEC area will be provisioned and billed by the Independent Company or other CLEC directly to Sprint.

4.4.4 Sprint is responsible for establishing a billing arrangement with the Independent Company or other CLEC where such circumstances apply. In those instances where a billing arrangement with the Independent Company or other CLEC is not established, the End User may receive a bill from the Independent Company or other CLEC as applicable.

4.4.5 Specific guidelines regarding such services are available on BellSouth's website at www.interconnection.bellsouth.com.

9. The Parties agree to replace Exhibit C, Attachment 1 – Resale with a new Exhibit C, as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.

10. The Parties agree to delete Sections 1.4.1 and 1.4.2 in Attachment 2.

11. The Parties agree to add Section 8.6 to Attachment 2 as shown in Exhibit 3 attached hereto and incorporated herein by this reference.

12. The Parties agree to delete Sections 13.2.1, 13.2.2, 13.2.4, and 13.2.5 Attachment 2 and replace with new sections as follows:

13.2.1 For purposes of this Section, references to “Currently Combined” network elements shall mean that the particular network elements requested by Sprint are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” network elements shall mean that the particular network elements requested by Sprint are not already combined by BellSouth in the location requested by Sprint but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” network elements shall mean that the particular network elements requested by Sprint are not elements that BellSouth combines for its use in its network.

13.2.2 Left Blank Intentionally

13. The Parties further agree to delete Section 13.6, Attachment 2 and replace with a new section as follows:

13.6 Rates

13.6.1 Currently Combined EELs listed in Sections 13.3.1-13.3.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit B of this Attachment. Currently Combined EELs not listed in Sections 13.3.1-13.3.14 shall be billed at the sum of the recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B and a nonrecurring switch-as-is charge as set forth in Exhibit B.

13.6.2 Ordinarily Combined EELs listed in Sections 13.3.1-13.3.14 shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit B of this Attachment. Ordinarily combined EELs not listed in Sections in Sections 13.3.1-13.3.14 shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B.

13.6.3 To the extent that Sprint requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the BFR/NBR Process.

14. The Parties agree to add a new Section 13.7, Attachment 2 as follows:

13.7 Other UNE Combinations

13.7.1 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Sprint in

addition to those specifically referenced in this Section 13 above and in Section 14 below, where available. To the extent Sprint requests a combination for which BellSouth does not have methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

13.7.2 The rates for Ordinarily Combined UNE Combinations provisioned pursuant to this Section 13.7 shall be the sum of the recurring rates and nonrecurring rates for the individual network elements as set forth in Exhibit B of this Attachment. The rates for Currently Combined UNE Combinations provisioned pursuant to this Section 13.7 shall be the sum of the recurring rates for the individual network elements as set forth in Exhibit B, in addition to a nonrecurring charge set forth in Exhibit B. To the extent Sprint requests a Not Typically Combined Combination pursuant to this Section 13.7, or to the extent Sprint requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

15. The Parties further agree to delete Sections 14.1 and 14.2, Attachment 2 and replace with new Sections 14.1 and 14.2 as follows:

14.1 Combinations of port and Loop UNEs along with switching and transport UNEs provide local exchange service for the origination or termination of calls. Port/ Loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

14.2 Except as set forth in Section 14.2.1 and 14.2.2 below, BellSouth shall provide UNE port/Loop combinations described in Section 14.3 below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit B. Except as set forth in Section 14.2.1 and 14.2.2 below, BellSouth shall provide UNE port/Loop combinations not described in Section 14.3 below or Not Typically Combined Combinations in accordance with the BFR/NBR process.

14.2.1 BellSouth is not required to provide combinations of port and Loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as a UNE.

14.2.2 BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of

the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Sprint if Sprint's customer has 4 or more DS0 equivalent lines.

14.2.3 Notwithstanding the foregoing, BellSouth shall provide combinations of port and Loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as a UNE and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/Loop combination, such rate shall be negotiated by the Parties.

14.2.4 BellSouth shall make 911 updates in the BellSouth 911 database for Sprint's UNE port/Loop combinations. BellSouth will not bill Sprint for 911 surcharges. Sprint is responsible for paying all 911 surcharges to the applicable governmental agency.

16. The Parties agree to replace Section 1.15, Attachment 7 with a new Section 1.15 as follows:

1.15 Deposit Policy. Sprint shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the accounts established under this Agreement with a suitable form of security deposit unless satisfactory credit has already been established. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form or another form substantially similar in its substantive provisions), Surety Bond (BellSouth form or another form substantially similar in its substantive provisions) or some other form of security as the Parties may mutually agree. Any such security deposit shall in no way release Sprint from its obligation to make complete and timely payments of its bill. Sprint shall pay any applicable deposits prior to the inauguration of service unless service has already been established pursuant to this Agreement. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing.

1.15.1 If, in the reasonable opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. In determining whether an additional security deposit is required, BellSouth will review Sprint's Dun & Bradstreet rating and report details, Sprint's payment history with BellSouth and payment history with others as available; the number of years Sprint has been in business; Sprint's management history and managers' length of service with Sprint; liens, suits and judgments against Sprint; UCC-1 filings against Sprint's assets; and to the extent available, Sprint's

financial information. Upon the conclusion of this review, if BellSouth continues to insist on additional security, at Sprint's written request, BellSouth will provide an explanation in writing to Sprint justifying the decision for additional deposit.

1.15.2 Subject to Section 1.15.3 following, in the event Sprint fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) days of Sprint's receipt of such request, service to Sprint may be terminated in accordance with the terms of Section 1.14 above, and any security deposits will be applied to Sprint's account.

1.15.3 The Parties will work together to determine the need for or amount of a reasonable initial or increase in deposit. If the Parties are unable to agree, then Sprint must file a petition for resolution of the dispute. Such petition shall be filed with the Commission in the state in which Sprint does the most business with BellSouth. The Parties agree that the decision ordered by such Commission will be binding for all states covered by this Agreement. In the event Sprint fails to file a petition with the Commission then BellSouth may terminate service to Sprint in accordance with the terms of Section 1.14 above, and any security deposits will be applied to Sprint's account.

17. All other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect.

18. Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

19. This Amendment shall be effective upon the date of the last signature of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Pat C. Fink

Name: Patricia C. Fink

Title: Asst. Director

Date: 12/3/03

**Sprint Communications Company
Limited Partnership**

By: W. Richard Morris

Name: W. Richard Morris

Title: Vice President, External Affairs

Date: December 2, 2003

Sprint Spectrum L.P.

By: W. Richard Morris

Name: W. Richard Morris

Title: Vice President, External Affairs

Date: December 2, 2003

EXHIBIT 1

11. Proprietary and Confidential Information

- 11.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Sprint, each as the “Discloser,” to provide to the other Party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 11.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 11.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 11.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 11.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

EXHIBIT 1

- 11.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 11.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 11.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

EXHIBIT 2

**Attachment 1
EXHIBIT C**

LINE INFORMATION DATA BASE (LIDB) RESALE STORAGE AGREEMENT

- I. Definitions (from Addendum)**
- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
 - B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
 - C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
 - D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
 - E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
 - F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Sprint.
 - G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
 - H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
 - I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Sprint.
 - J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
 - K. Originating Line Number Screening (OLNS) - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by Sprint for originating line numbers.
 - L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

EXHIBIT 2

Attachment 1 EXHIBIT C

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Sprint and pursuant to which BellSouth, its LIDB customers and Sprint shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Sprint's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Sprint understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Sprint, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Agreement upon notice to Sprint's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening. BellSouth is authorized to use the billing number information to determine whether Sprint has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation. BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. OLNS. BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Sprint from which a call originates.
 4. GetData. BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Sprint indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.
 5. Fraud Control. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Sprint of fraud alerts so that Sprint may take action it deems appropriate.

EXHIBIT 2

Attachment 1 EXHIBIT C

III. Responsibilities of the Parties

- A. BellSouth will administer all data stored in the LIDB, including the data provided by Sprint pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Sprint for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- B. Billing and Collection Customers. BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Sprint's data from BellSouth's data, the following shall apply:
 - (1) BellSouth will identify Sprint end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Sprint is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.
 - (2) BellSouth shall have no obligation to become involved in any disputes between Sprint and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Sprint. It shall be the responsibility of Sprint and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. Sprint will not be charged a fee for storage services provided by BellSouth to Sprint, as described in this LIDB Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Sprint in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

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8.6 Line Splitting

8.6.1 Line splitting allows a provider of data services (Data LEC) and a provider of voice services (Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. Sprint shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Sprint will not provide voice and data services.

8.6.2 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by Sprint or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.

8.6.3 When end users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing Sprint for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Sprint or its authorized agent to determine if the Loop is compatible for Line Splitting Service. Sprint or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and Sprint or its authorized agent submits an LSR to BellSouth to change the Loop.

8.6.4 Provisioning Line Splitting and Splitter Space

8.6.4.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Sprint or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the end user's location; a collocation cross connection connecting the Loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The Loop and port cannot be a Loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

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- 8.6.4.2 An unloaded 2-wire copper Loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 8.6.4.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.
- 8.6.4.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same Loop.
- 8.6.5 **Ordering**
- 8.6.5.1 Sprint shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFAs for use with Line Splitting.
- 8.6.5.2 BellSouth shall provide Sprint the LSR format to be used when ordering Line Splitting service.
- 8.6.5.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 8.6.5.4 BellSouth will provide Sprint access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and Sprint shall pay the rates for such services as described in Exhibit B.
- 8.6.5.5 BellSouth will provide Loop modification to Sprint on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from ULM set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: <HTTP://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering are as set forth in Exhibit B.
- 8.6.6 **Maintenance**
- 8.6.6.1 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premise and the Termination Point. Sprint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 8.6.6.2 Sprint shall inform its end users to direct data problems to Sprint, unless both voice and data services are impaired, in which event the end users should call BellSouth.

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- 8.6.6.3 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 8.6.6.4 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such Loop.
- 8.6.6.5 If Sprint is not the data provider, Sprint shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.