

6 2 1 13 11 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 1 13 12 Circuits shall have interoffice, loop and KMC system diversity when such diversity can be achieved using existing facilities Circuits will be divided as equally as possible across available KMC systems Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network

6 2 1 13 13 All 911 trunks must be capable of transmitting and receiving Baudot code or ASII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs)

6 2 1 14 Basic 911 and E911 Additional Requirements

6 2 1 14 1 All KMC 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 KMC number (if both are received from KMC) 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 1 14 2 Sprint shall work with the appropriate government agency to provide KMC the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which KMC is interconnected

6 2 1 14 3 Sprint shall notify KMC 48 hours in advance of any scheduled testing or maintenance affecting KMC 911 service, and provide notification as soon as possible of any unscheduled outage affecting KMC 911 service

6 2 1 14 4 KMC shall be responsible for reporting all errors, defects and malfunctions to Sprint Sprint shall provide KMC with the point of contact for

reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts

6 2 1 14 5 KMC may enter into subcontracts with third parties, including KMC Affiliates, for the performance of any of KMC's duties and obligations stated herein

6 2 1 14 6 Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next twelve (12) months

6 2 1 14 7 Sprint shall provide notification of any impacts to the 911 services provided by Sprint to KMC resulting from of any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react

6 2 1 14 8 Sprint shall identify process for handling of "reverse ALI" inquiries by public safety entities

6 2 1 14 9 Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes

6.2.1.14.10. Sprint must provide the ability for KMC to update the 911 data base with end user information for lines that have been ported via INP or NP

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6 2 4 Directory Listings Service Requests

6 2 4 1 These requirements pertain to Sprint's Listings Service Request process that enables KMC to (a) submit KMC subscriber information for inclusion in Directory Listings databases, (b) submit KMC subscriber information for inclusion in published directories, and (c) provide KMC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations

6 2 4 1 1 When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF

Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which KMC can place an order with a single point of contact within Sprint.

6.2.4.1.2 Sprint will provide to KMC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based

6.2.4.1.2.1 Migrate with no Changes. Retain all white page listings for the subscriber in both Directory Assistance ("DA") and Directory Listings ("DL"). Transfer ownership and billing for white page listings to KMC.

6.2.4.1.2.2 Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to KMC.

6.2.4.1.2.3 Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to KMC.

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

6.2.4.1.3.1 A matrix of NXX to central office,

6.2.4.1.3.2 Geographical maps if available of Sprint service area,

6.2.4.1.3.3 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,

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- 6 2 4 1 3 6 Directory product changes,
- 6 2 4 1 3 7 Listing format rules,
- 6 2 4 1 3 8 Listing alphabetizing rules,
- 6 2 4 1 3 9 Standard abbreviations acceptable
for use in listings and addresses,
- 6 2 4 1 3 10 Titles and designations, and
- 6 2 4 1 3 11 A list of all available directories and
their Business Office close dates
- 6 2 4 1 4 Based on changes submitted by KMC,
Sprint shall update and maintain directory listings
data for KMC subscribers who
 - 6 2 4 1 4 1 Disconnect Service,
 - 6 2 4 1 4 2 Change CLEC,
 - 6 2 4 1 4 3 Install Service,
 - 6 2 4 1 4 4 Change any service which affects
DA information,
 - 6 2 4 1 4 5 Specify Non-Solicitation, and
 - 6 2 4 1 4 6 Are Non-Published, Non-Listed, or
Listed
- 6 2 4 1 5 Sprint shall not charge for storage of KMC
subscriber information in the DL and DA systems
- 6 2 4 1 6 KMC shall not charge for storage of Sprint
subscriber information in the DL and DA systems
- 6 2 5 Directory Listings General Requirements KMC
acknowledges that many directory functions including but
not limited to yellow page listings, enhanced white page

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

6 2 5 1 This § 6 2 5 pertains to listings requirements published in the traditional white pages.

6 2 5 2 Sprint shall include in its master subscriber system database all white pages listing information for KMC subscribers in Sprint territories where KMC is providing local telephone exchange services and has submitted a DSR.

6 2 5 3 Sprint agrees to include the same basic White pages listing for each KMC customer that Sprint provides its subscribers, at no additional charge to KMC. A basic White Pages listing is defined as a customer name, address and either the KMC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of KMC customers will be interfiled with listings of Sprint and other LEC customers.

6 2 5 4 Sprint does not publish yellow pages. All arrangements involving yellow page listings must be between KMC and the yellow pages publisher.

6 2 5 5 State, local, and federal government listings shall be included in the appropriate section of the directory at charges in Parity with Sprint's own policies.

6 2 5 6 Prior to the date on which updates to the directory are no longer allowed (the business office close date), Sprint shall provide KMC a reasonable amount of time to review and correct KMC subscriber white pages Directory Listings.

6 2 5 7 KMC agrees to provide KMC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide KMC with the appropriate format for provision of KMC 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.

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

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

6.2.5.10 In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for KMC to offer for resale to KMC's customers.

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

6.2.5.12 Sprint shall permit, or ensure a third party permits, KMC subscribers to place orders for foreign directories on the same terms and conditions such directories are made available to Sprint subscribers. Sprint shall provide to KMC the procedures, terms, and conditions for obtaining foreign telephone directories from Sprint.

6.2.5.13 Sprint or its directory publisher, and KMC shall agree on a reasonable number of directories that will be provided to KMC upon its request for KMC's internal use to cover Sprint's service areas in which KMC is an authorized KMC.

6.2.5.14 Sprint shall make available current recycling services to KMC subscribers under the same terms and conditions that Sprint makes such services available to its subscribers.

- 6 2 5 15 Sprint agrees to include critical contact information pertaining to KMC in the "Information Pages" of those of its White Pages directories containing information pages, provided that KMC meets criteria established by its directory publisher. Critical contact information includes KMC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. KMC will not be charged for inclusion of its critical contact information. The format, content and appearance of KMC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 6 2 5 16 Sprint will accord KMC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to KMC customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and KMC will not be deemed a violation of this confidentiality provision.
- 6 2 5 17 Sprint shall not sell or license, nor allow any third party, the use of KMC subscriber listings without the prior written consent of KMC. Upon consent, KMC shall receive its pro rata share of any amounts paid by third parties to Sprint for such information. Sprint shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution.
- 6 2 6 Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with KMC which will address other directory services desired by KMC as described in this §

6 2 6 Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 6 2 6 are not binding upon Sprint's directory publisher

6 2 6 1 Sprint's directory publisher will negotiate with KMC concerning the provision of a basic Yellow Pages listing to KMC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to KMC customers

6 2 6 2 Directory advertising will be offered to KMC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other KMC customers. Directory advertising will be billed to KMC customers by directory publisher

6 2 6 3 Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to KMC is maintained without interruption

6 2 6 4 Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 6 2 3 15 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements

6 2 6 5 Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales

6 2 7 Directory Assistance Data This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and

maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

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 KMC, within sixty (60) days after the Approval Date of this Agreement, or at KMC'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 KMC 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 KMC 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.

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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

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6 4 Systems Security

- 6 4 1 Sprint shall provide an appropriate and sufficient back-up and recovery plan to be used in the event of a system failure or emergency
- 6 4 2 Where technically available, Sprint shall install controls to (i) disconnect a user for a pre-determined period of inactivity on authorized ports, (ii) to protect user Proprietary Information, and (iii) ensure both ongoing operational and update integrity
- 6 4 3 Sprint shall provide network security (i) ensuring that all systems and modem access are secured through security methods, and (ii) ensuring that access to or connection with a systems platform be established through mutually agreed networks or Gateways
- 6 4 4 Sprint agrees to comply with industry accepted standards which in large measure reflect common practices and proven technology for protecting computer resources

6 5 Law Enforcement Interface

- 6 5 1 Pursuant to valid legal authorization, Sprint shall provide seven (7) day a week/twenty-four (24) hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on subscriber invoked CLASS services, including, without limitation, call traces requested by KMC

PART J - REPORTING STANDARDS

1. GENERAL

Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to KMC at parity with the performance Sprint provides itself for like service(s).

PART K – COLLOCATION

1. SCOPE OF COLLOCATION SECTION

- 1 1 Sprint will provide Collocation to KMC in accordance with this Agreement for the purposes of Interconnection to Sprint pursuant to the Act (including 47 U S C § 251(c)(2)) and for obtaining access to Sprint's UNEs pursuant to the Act (including 47 U S C § 251(c)(3)) Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U S C § 251(c)(6))
- 1 2 Prices and fees for collocation and other services under this Agreement are contained in Table Two
- 1 3 This Agreement states the general terms and conditions upon which Sprint will grant to KMC a non-exclusive license to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service as specifically identified on a completed, numbered and dated Site Collocation License executed by both Parties (which Site Collocation License shall be in substantially the form attached as Attachment A) Such service will be provided by installing, maintaining and operating KMC's equipment, which will interconnect with Telecommunications Services and facilities provided by Sprint or others in accordance with this Agreement

2. TERMINATION OF DECOMMISSIONED COLLOCATION SPACE

- 2 1 Termination KMC may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to Sprint Upon termination of such occupancy, KMC at its expense shall remove its equipment and other property from the Collocation Space KMC shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of KMC's Guests, provided, however, that KMC shall continue payment of monthly fees to Sprint until such date as KMC has fully vacated the Collocation Space KMC will surrender the Collocation Space to Sprint in the same condition as when first occupied by KMC, except for ordinary wear and tear
- 2 2 KMC shall be responsible for the actual cost of removing any enclosure, together with all supporting structures (e g , racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition

- 2 3 Upon termination of KMC's right to possession without termination, KMC shall surrender possession and vacate the Collocation Space within thirty (30) calendar days. Failure to surrender the Collocation Space within 30 days shall be considered abandonment and Sprint will have the right to remove the equipment and other property of KMC or the KMC's Guest at KMC's expense and with no liability for damage or injury to KMC's property, unless due to Sprint's acts of gross negligence or willful misconduct.
- 2 4 Should Sprint under any section of this Agreement remove any of KMC's equipment from its collocation space, Sprint will deliver to KMC any equipment removed by Sprint upon payment by KMC of the cost of removal, or as may otherwise be required by law, undisputed storage and delivery, and all other undisputed amounts due Sprint under Part K of this Agreement. Should KMC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to KMC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 2 5 **Surrender of Keys** KMC 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.
- 2 6 To the extent allowed by law, if it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon 30 days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide Telecommunications Services to its end user customers. If KMC disagrees with Sprint's request, KMC may seek resolution of the dispute pursuant to the Dispute Resolution procedures in Part B of this Agreement prior to Sprint's reclamation. Sprint shall not exercise any reclamation rights until said dispute is resolved. In such cases, Sprint will reimburse KMC for reasonable direct costs and expenses in connection with such reclamation.
- 2 7 If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives, to require KMC to move to equivalent space in the Premises upon receipt of sixty (60) days written notice from Sprint, in which event, Sprint shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

3. COLLOCATION OPTIONS

- 3 1 Cageless Sprint will offer Collocation Space to allow KMC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure Sprint will allow KMC to have access to its equipment and facilities 24 hours a day, 7 days a week without need for a security escort provided that KMC has met Sprint's safety and security requirements Sprint may require KMC to use a central entrance to the Sprint Central Office Sprint shall make cageless collocation available in single bay increments Sprint will assign cageless Collocation Space in conventional equipment rack lineups where feasible, which may include space adjacent to Sprint's equipment For equipment requiring special technical considerations, KMC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement Notwithstanding anything to the contrary of these provisions, Sprint has sole authority to assign space in accordance with Applicable Law
- 3 2 Caged Sprint will authorize the enclosure of KMC's equipment and facilities at KMC's option Sprint will provide guidelines and specifications upon request Based on KMC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available At KMC's option, Sprint will permit KMC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at KMC's sole expense KMC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction The third party vendor shall bill KMC directly for all work performed for KMC and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor KMC must provide the local Sprint building contact with one Access key used to enter the locked enclosure Except in case of emergency, Sprint will not access KMC's locked enclosure prior to notifying KMC and obtaining authorization In the case of an emergency, Sprint will immediately notify KMC as soon as practicable that emergency access was necessary
- 3 2 1 Sprint has the right to review KMC's plans and specifications prior to allowing construction to start Sprint will complete its review within fifteen (15) calendar days of receipt of such plans Sprint has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications Sprint can require KMC to remove or correct, at its cost, any structure that does not meet these plans

- 3 2 2 Collocation Cost Allocation The cost of security arrangements, site preparation, and other costs necessary to the provisioning of Collocation Space shall be allocated as follows
 - 3 2 2 1 If costs incurred by Sprint will benefit only KMC in a specific end office, KMC will pay 100% of the costs,
 - 3 2 2 2 If costs incurred by Sprint will benefit both current and future collocating parties, the costs shall be recoverable by Sprint based upon the amount of floor space occupied by a collocating party, relative to the total collocation space for which site preparation was performed, and
 - 3 2 2 3 If costs incurred by Sprint benefit current or future collocating parties and the Sprint, the costs shall be recoverable by Sprint based on the amount of square feet used by the collocator or Sprint, relative to the total useable square footage in the central office
- 3 3 Shared (Subleased) Caged Collocation KMC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by KMC ("Host") and other telecommunications carriers ("Guests") KMC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by KMC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement
 - 3 3 1 As Host, KMC will be the sole interface and responsible party to Sprint for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement), for assessment and payment of rates and charges applicable to the Collocations space, and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents In making shared cage arrangements, Sprint will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a CLEC
 - 3 3 2 Sprint will not place unreasonable restrictions on KMC's use of a cage, and as such will allow KMC to contract with other CLECs to share the cage in a sublease type arrangement If two (2) or more CLECs have interconnection agreements with Sprint utilize

a shared collocation cage, Sprint will permit each CLEC to order UNEs, cross connects, and carrier-to-carrier cross connects directly from Sprint and provision service from the shared collocation space, regardless of which CLEC was the original collocator. The bill for these interconnecting facilities, services and access to UNEs ordered by Guests will be charged to the Guest(s) pursuant to the Guest's interconnection agreement with Sprint, or in the absence of an interconnection agreement, the applicable Tariff.

- 3.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest 30 days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 3.4 Adjacent Collocation. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed; either Party may seek resolution of the dispute via the Dispute Resolution. If a mutual agreement cannot be reached, Sprint will decide the location subject to zoning or other state and local regulations, safety and maintenance requirements, and space properly reserved for future use. Sprint will provide adjacent collocation in accordance with 47 C.F.R. 51.323(F)(7).
 - 3.4.1 KMC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the Sprint point of interconnection. Should KMC elect such an option, KMC must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
 - 3.4.2 Sprint maintains the right to review KMC's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within fifteen (15) calendar days of receipt of KMC's application for adjacent collocation. Except that such time period may be extended if any delay is due to the actions of KMC.
 - 3.4.2.1 Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. If Sprint decides to inspect the completed Adjacent Arrangement, Sprint will complete its inspection within

fifteen (15) calendar days after receipt of written notification of completion of the enclosure from KMC Sprint may require KMC to correct any deviations from approved plans found during such inspection(s)

- 3 4 3 Sprint will provide AC power, as requested, subject to being technically feasible At its option, KMC may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Sprint's Upon KMC's request for DC power in the adjacent collocation space, the Parties shall negotiate the terms for providing DC power based on any Applicable Law
- 3 4 4 Subject to KMC being on the waiting list, in the event that space in a Sprint Premises becomes available, Sprint will provide the option to the KMC to relocate its equipment from an Adjacent Facility into the Sprint Premises In the event KMC chooses to relocate its equipment, reasonable and appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Sprint Premises
- 3 5 Other Virtual and Physical Collocation Arrangements In accordance with 47 C F R 51 321 (c), Sprint will provide other virtual and physical collocation arrangements that have been demonstrated to be technically feasible in substantially similar situations A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premise or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points In seeking a particular collocation arrangement, either physical or virtual, KMC is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises
- 3 6 Remote Terminal Collocation is the placement of KMC owned facilities and equipment at Sprint's remote terminals Remote terminal collocations may be virtual or physical KMC's requests for collocation space at Sprint's remote terminal should be treated in the same fashion as central office collocation requests Equipment ownership, maintenance, and insurance are the responsibility of KMC or KMC's agent
- 3 7 Contiguous Space To the extent possible, Sprint will provide KMC with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available

- 3 8 Virtual Collocation Sprint will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U S C § 251(c)(6) and 47 C F R § 51.321)
- 3 8 1 KMC may lease to Sprint, at no cost to Sprint, equipment that meet applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Sprint install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties
- 3 8 2 Virtually collocated equipment shall be purchased by KMC Sprint does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of KMC's equipment, arrangement or facilities
- 3 8 3 Sprint will, at a minimum, install, maintain, and repair KMC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint's affiliates or third parties Sprint will maintain and repair such equipment at Parity or consistent with Applicable Law Maintenance may include the change out of electronic cards provided by KMC KMC may purchase equipment from a third party and is not required to purchase the equipment from Sprint The following services are not covered by this Agreement
- 3 8 3 1 services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint,
- 3 8 3 2 service of attached, related, collateral or ancillary equipment or software not covered by this section,
- 3 8 3 3 repairing damage caused to KMC's collocated equipment by persons other than Sprint, or its authorized contractors, or
- 3 8 3 4 repairing damage to other property or equipment caused by operation of KMC's collocated equipment and not caused by the sole negligence of Sprint
- 3 8 4 KMC warrants that Sprint shall have quiet enjoyment of the equipment Sprint will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by KMC for the benefit of Sprint and KMC shall take all reasonable action to enforce such warranties and indemnities

where available to Sprint KMC shall execute, upon presentation, such documents and instruments as may be required to allow Sprint manufacturer's warranty coverage for any equipment KMC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing

3 8 4 1 In the event Sprint's right to quiet enjoyment is breached, either by KMC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Sprint may give written notice to KMC and all of Sprint's obligations relating to the affected equipment shall terminate immediately

3 8 5 Sprint's preparation, if any, of the Premises (e g , Power, environmental, etc) for the Virtual Collocation equipment will be charged to KMC at rates agreed on by the Parties or as filed in a tariff and approved by the Commission

3 8 6 To the extent Sprint is required to provide virtual collocation outside the central office, Sprint will provide UNEs and access to UNEs in accordance with the terms of this agreement

3 9 Collocation of Splitters

3 9 1 A "Splitter" is a devise 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 Splitters will be installed by KMC in KMC's physical collocation space or installed and maintained by Sprint in a common area on racks leased by KMC

3 9 2 KMC will provide all splitters

3 9 3 Physical Collocation of Splitters There are two wiring configurations associated with the DSLAMS installed in KMC's physical collocation space

3 9 3 1 the DSLAM is direct wired to the POTS Splitter, and

3 9 3 2 the DSLAM is direct wired to the MDF

3 9 4 Sprint will provide and install the cabling from KMC's Collocation Space to the Splitter in the common area and/or to Sprint's main

distribution frame at pricing set forth in Table Two

3 9 4 1 Installation

3 9 4 1 1 Installing Splitters and Cabling

3 9 4 1 1 1 Sprint agrees to place the Splitters in the applicable Central Offices in an appropriate location chosen by Sprint. Sprint will use reasonable efforts to install the Splitter in a relay rack or bay as close to the main distribution frame as is reasonably practicable. Unless otherwise agreed upon in writing between the Parties, rack space will be allocated on a shelf by shelf basis.

3 9 4 1 1 2 Sprint agrees that, upon the request of KMC, it shall cause the Splitters to be plainly, permanently, and conspicuously marked, by metal tag or plate supplied by KMC to be affixed thereto, indicating KMC's ownership of the Splitters. Sprint will not remove, destroy or obliterate any such marking. Sprint agrees to keep all Splitters free from any marking or labeling which might be interpreted as a claim of ownership thereof by Sprint or any party other than KMC.

3 9 4 1 1 3 KMC will pay for installation, engineering, floor space, relay rack space and other recurring expenses associated with the Splitter Shelf in common area at

pricing set forth in Table Two

3 9 4 1 1 4 All wiring connectivity from KMC's splitter (Sprint analog voice input to the splitter and combined analog voice/data output from the Splitter) will be cabled out to the Sprint main distribution frame for cross connection with jumpers if practicable

3 9 4 1 1 5 Sprint will provide and install the cabling from the Splitter(s) to Sprint's main distribution frame and from the Splitter(s) to KMC's Collocation Space at pricing set forth in Table Two

3 9 4 2 Providing and Replacing Cards in the Common Area

3 9 4 2 1 KMC is responsible for ordering and providing to Sprint splitter cards as necessary to effectively operate the Splitter Sprint will install such cards per KMC's instructions KMC will provide one empty card for every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity KMC is responsible for Splitter assignments and monitoring for exhaust

3 9 4 2 2 Card Replacement

3 9 4 2 2 1 During the term of each collocation arrangement that includes Splitters, Sprint agrees to replace the Splitter cards if requested to do so by KMC Sprint and KMC shall take efforts to minimize possible service disruptions, including, but not limited to, replacing Splitter cards during maintenance

windows Sprint will not use the Splitters for any purposes other than that for which they were designed Sprint may perform these obligations through Sprint's employees or any qualified company

3 9 4 2 2 2 KMC will provide replacement cards as required Replacement cards will be either new or of like-new quality Upon KMC's written request, Sprint will return the replaced cards(s) to KMC KMC agrees to pay the full costs of transportation of replacement cards to and from Sprint's central office

3 9 4 2 3 Upon termination of any collocation arrangement that includes Splitters (by expiration or otherwise) Sprint will return the Splitter to KMC KMC will be charged time and material costs for removal of any Splitters KMC agrees to provide Sprint via pre-paid delivery with a medium for packaging and transportation of such Splitter KMC absolves Sprint of any damage, which may occur as a result of Splitter transportation to KMC

3 9 5 The following services are not covered by this Agreement

- 3 9 5 1 services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint,
- 3 9 5 2 service of attached, related, collateral or ancillary equipment or software not covered by this Agreement,
- 3 9 5 3 repairing damage caused to the Splitter by persons other than Sprint, or its authorized contractors, or
- 3 9 5 4 repairing damage to other property or equipment caused by operation of the Splitter and not caused by the sole negligence of Sprint

4. DEMARCATION POINT

- 4 1 Sprint will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At KMC's request, Sprint will identify the location(s) of other possible demarcation points available to KMC, and KMC will designate from these location(s) the point(s) of demarcation between its collocated equipment and Sprint's equipment. Sprint will use its best efforts to identify the closest demarcation point to KMC's equipment that is available.
- 4 2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 4 3 At KMC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at KMC's option, serve as the demarcation point. If KMC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to KMC at its equipment, at KMC's designated demarcation point. When KMC elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel. Sprint will grandfather existing point(s) of demarcation established at a Sprint provided POT Bay.
- 4 4 Intentionally left blank.

5. APPLICATION PROCESS

- 5 1 Upon KMC's selection of a Premises in which it desires to collocate its Equipment, Sprint will provide a then current collocation application form (the "Application") to KMC. KMC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in KMC's Collocation Space(s), an estimate of the amount of square footage required (or, in the case of Cageless Collocation, bay space), as well as the associated power requirements, floor loading, and heat release of each piece.
- 5 1 1 KMC will complete the Application, and return it, along with the appropriate Application Fee, to Sprint. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Sprint

will not process an Application until both the Application and the applicable Application fee are received

5.2 Augment Application

- 5.2.1 When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay the CLEC's operation. CLEC will notify Sprint of the modifications or additional equipment prior to installation.
- 5.2.2 In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, CLEC will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
- 5.2.3 CLEC must submit an Application and applicable Application fee to obtain an augment price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. Augments are available as Major and Minor Augments. Major Augments include adding or removing power cables, entrance cables, cross-connect cables and switchboard cables. Minor Augments include changes to DC power fuses and extensions of occasional use AC power circuits used temporarily for outlets and light. Requests for space additions or space removals are subject to an Application Fee. If special construction is required, or a request is outside of the normal processes or procedures used by Sprint to provide collocation, or if Sprint has no experience in that area, Sprint will work cooperatively with CLEC using the Application and BFR process intervals found in this Agreement.
- 5.2.4 No Subsequent Fee. Where KMC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Sprint, Sprint will not impose additional charges or additional intervals that would delay KMC's operation. KMC will notify Sprint of the modifications or additional equipment prior to installation.
- 5.2.5 If Collocation Space is unavailable or KMC withdraws its

request before the BFFO, the Application fee, less the costs incurred by Sprint (e.g. engineering record search and administrative activities required to process the Application) will be refunded

- 5.3 Multiple Methods If KMC wishes Sprint to consider multiple methods for collocation on a single Application, KMC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Sprint to process the Application for each of the preferred methods. If KMC provides adequate information and its preferences with its Application, Sprint may not require an additional Application, nor would KMC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per application. Sprint will not select for KMC the type of collocation to be ordered.
- 5.4 Within twenty-four (24) hours, Sprint will acknowledge receipt of KMC's complete and valid Application. Within ten (10) calendar days after receiving KMC's Application for collocation, Sprint will inform KMC whether the Application meets each of Sprint's established collocation standards including any and all deficiencies on the application. Should KMC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, KMC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs KMC that there is a deficiency in an Application, Sprint will provide sufficient detail so that KMC has a reasonable opportunity to cure each deficiency.
- 5.5 Revisions All revisions to an initial request for a Collocation Arrangement submitted by KMC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. KMC will be required to pay any applicable Application fees.
- 5.6 Space Availability Report Upon request from KMC and at the rates set forth in Table Two, Sprint will provide written report ("Space Availability Report") describing in detail the space that is available for collocation at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises and requested and the measures Sprint is taking to make additional space available for collocation arrangements.
- 5.7 Space Availability Response Sprint shall provide confirmation of

space availability within ten (10) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted Space availability response will be increased by five (5) calendar days for every five (5) additional Applications received

- 5 7 1 Sprint will notify KMC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space The notification will also include a possible future space relief date, if applicable
- 5 7 2 In order to increase the amount of space available for collocation, Sprint will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation in accordance with Applicable Law
- 5 8 Denial of Application After notifying KMC that Sprint has no available space in the requested Central Office ("Denial of Application"), Sprint will allow KMC, upon request, to tour the entire Central Office within ten (10) calendar days, or other mutually agreeable timeframe, of such Denial of Application In order to schedule said tour the request for a tour of the Central Office must be received by Sprint within five (5) calendar days of the Denial of Application
 - 5 8 1 If KMC contests Sprint's notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act If the Commission determines that space is not available, Sprint will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months
 - 5 8 2 On a first come, first serve basis, Sprint will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate
 - 5 8 3 Sprint will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation Subsequent to the granting of a Petition for Waiver, if KMC has been denied space at a Sprint Premises and challenges Sprint on space availability at said Premises, KMC will be given priority for space assignment if, as a result of the challenge, space is found to be available KMC will reaffirm its collocation request within thirty (30) calendar days of such notification, otherwise, it will be dropped to the bottom of the list Upon request, Sprint

will advise KMC as to its position on the list

- 5 8 4 If KMC's Application for Physical Collocation is denied due to lack of space, Sprint will place KMC on the waiting list for collocation in particular Premises according to the date KMC submitted its Application and not the date of denial for lack of space
- 5 8 5 Sprint will maintain on its Website a notification document that will indicate all Premises that are without available space Sprint will update such document within ten (10) calendar days of the date at which a Premises runs out of physical collocation space
- 5 9 Price Quote Sprint will provide a price quote within thirty (30) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications Price quote response will be increased by five (5) calendar days for every five (5) additional Applications received The quotation will include the applicable nonrecurring and recurring rates In the event that Sprint determines that the actual costs will exceed the price quote by greater than five (5) percent, Sprint shall give KMC reasonable notice of such increase and KMC will have the option to determine whether to proceed with construction
- 5 10 KMC has thirty (30) calendar days from receipt of the quotation to accept the quotation in writing The quotation expires after thirty (30) calendar days After thirty (30) calendar days, a new Application and Application fee are required Collocation Space is not reserved until the quotation is accepted Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, KMC does not notify Sprint that physical collocation should proceed
- 5 11 Bona Fide Firm Order (BFFO) KMC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a BFFO The BFFO must be received by Sprint no later than sixty-five (65) calendar days after Sprint's provisioning of the price quote in response to KMC's Application If KMC makes changes to its Application in light of Sprint's written Application Response, Sprint may be required to re-evaluate and respond to the change(s) In this event, KMC's Application will be treated as a Revision
- 5 12 Joint Planning Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between Sprint and KMC will commence within a maximum of twenty (20) calendar days from Sprint's receipt of a BFFO At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the

equipment configuration requirements as reflected in the Application and affirmed in the BFFO. Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including but not limited to the cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements, Sprint contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.

- 5 13 Intentionally left blank
- 5 14 Space preparation for the Collocation Space will not begin until Sprint receives the BFFO and all applicable fees, including all non-recurring charges required by Sprint at the time of the BFFO.

6. SPACE RESERVATION

- 6.1 The Parties may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Sprint shall notify KMC in writing if another Telecommunication Carrier requests Collocation space that is reserved by KMC. KMC shall, within seven (7) Business Days of receipt of such notice, provide Sprint either (1) written notice that KMC relinquishes such space or (11) enforce its reservation of space. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.
- 6.2 **Space Allocation.** Sprint shall assign collocation in a nondiscriminatory manner. Sprint shall permit KMC to submit space preferences based on the reserved report and shall attempt to accommodate KMC's requested preferences, if any. If space is available or can be made available pursuant to Applicable Law or regulations, Sprint agrees to provide physical collocation space on its Premises, as requested by KMC, for KMC's interconnection and access to Network Elements. In allocating Collocation Space, Sprint shall not materially increase KMC's Collocation cost or materially delay KMC's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service that KMC wishes to offer. Sprint will designate the location of the collocation space, however, if available in the designated area, Sprint will offer KMC space that has already been prepared and conditioned for collocation, provided, however, that additional conditioning and preparation of the space may be necessary to meet KMC's requirements. If Sprint assigns unconditioned space when conditioned space is available, Sprint will show that operational constraints unrelated to Sprint or any of its affiliates or subsidiaries competitive concerns required that KMC be assigned the unconditioned space. KMC may challenge a space assignment with the state Commission if KMC believes that the assignment is unjust, unreasonable, or discriminatory, violates the FCC rules, or violates any additional consistent rules the state Commission has established. Sprint shall not impose maximum space limitations on KMC unless otherwise authorized by the state Commission. The amount of space requested by KMC may include an amount sufficient to accommodate its needs for up to eighteen (18) months and such space reservation shall be at Parity.

7. PROVISIONING INTERVALS

- 7 1 Sprint will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) calendar days of receipt of a BFFO Sprint will complete construction of Adjacent Collocation arrangements (as defined in 3 4) within one hundred twenty (120) calendar days of receipt of a BFFO If Sprint is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Sprint may petition the Commission for waiver

8. CONSTRUCTION AND COMMENCEMENT OF BILLING

- 8 1 Sprint shall permit KMC or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such KMC subcontractor shall be subject to Sprint's security standards In the event that Sprint implements a vendor certification plan, KMC shall use best efforts to ensure that any subcontractors secured by KMC are subject to a similar certification process Sprint reserves the right to reject any KMC subcontractor upon the same criteria that Sprint would use on its own subcontractors KMC will notify Sprint in writing when construction of physical collocation space is complete
- 8 2 Sprint Inspection Sprint shall have the right to inspect KMC's completed installation of equipment and facilities prior to KMC turning up such equipment and facilities KMC shall provide written notification to Sprint when KMC has completed its installation of equipment and facilities in the Collocation space, and Sprint shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify KMC that Sprint is not exercising its right to inspect such Collocation space at that time and that KMC may turn up its equipment and facilities Failure of Sprint to either inspect the Collocation space or notify KMC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Sprint not to inspect such Collocation space KMC shall have the right to be present at such inspection, and if KMC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of KMC's Collocated equipment and facilities, KMC shall modify its installation to achieve compliance prior to turning up its equipment and facilities
- 8 3 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 KMC's order must thereafter be approved by KMC. The Parties acknowledge that KMC approved deviations may require additional construction time and may incur additional KMC expenses. KMC shall pay the agreed upon incremental cost incurred by Sprint as the result of Revision applicable to construction of any Collocation Space.

- 8.4 **Extraordinary Construction Costs.** KMC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Sprint to prepare the Collocation space for the installation of KMC's equipment and for extraordinary costs to maintain the Collocation space for KMC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Sprint will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, KMC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to KMC prior to commencing such work. Extraordinary costs will only be billed to KMC if such costs have been authorized by KMC. Sprint must advise KMC if extraordinary costs will be incurred.
- 8.5 **Permits.** Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 8.6 **Acceptance Walk Through.** Sprint will notify KMC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Sprint will commence to correct any deviations to KMC's original or jointly amended requirements within five (5) calendar days after the walk through. If KMC does not conduct an acceptance walk through within 15 days of the notification that the Collocation Space construction is complete, KMC will be deemed to have accepted the Collocation Space and billing will commence.
- 8.7 **If, at anytime after the BFFO, KMC cancels its order for Physical Collocation, Caged, Shared Cage, or Adjacent Space Collocation, or Virtual Collocation, KMC will reimburse Sprint for any actual reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used, labor, transportation, DS0, DS1 and DS3 cable and all other associated costs**

Sprint shall provide KMC with a detailed listing showing the costs incurred and other appropriate and reasonable documentation to validate the expense

8 8 Intentionally left blank

9. EQUIPMENT

- 9 1 Equipment Type KMC may locate equipment necessary for interconnection to Sprint or accessing Sprint's unbundled network elements in accordance with Applicable Law, including but not limited to 47 U S C 251 (C) (3), 47 U S C 251 (C) (2), and 47 CFR 51.323(b-c)
- 9 1 1 Intentionally left blank
- 9 1 2 Intentionally left blank
- 9 1 3 Whenever Sprint objects to collocation by KMC for purposes within the scope of Section 251(c)(6) of the Act, Sprint shall prove to the state commission that the equipment is not necessary for interconnection, access to unbundled network elements, or other permissible purposes
- 9 2 KMC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public
- 9 3 All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (NEBS), but Sprint will not impose safety requirements on KMC that are more stringent than the safety requirements it imposes on its own equipment. If Sprint denies collocation of KMC's equipment, citing safety standards, Sprint must provide to KMC within five (5) business days of the denial a list of all equipment that Sprint locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Sprint contends the competitor's equipment fails to meet. In the event that Sprint believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that KMC's equipment does not meet NEBS Level 1 safety requirements, KMC will be given ten (10) calendar days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Sprint will not prevent or otherwise delay installation of the disputed equipment in the Collocation space, however, KMC will not activate the equipment during the pendency of the dispute.
- 9 4 KMC must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If

KMC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days of KMC's acceptance of Sprint's price quote, or other time period mutually agreed to by the KMC and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. KMC will reimburse Sprint for any actual reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used, labor, transportation, DS0, DS1 and DS3 cable and all other associated costs. Upon request, Sprint shall provide KMC with a detailed listing of the costs and other reasonable documentation to validate the expense.

10. AUGMENTS AND ADDITIONS

- 10.1 When KMC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Sprint, Sprint may not impose additional charges or additional intervals that would delay KMC's operation. KMC will notify Sprint of the modifications or additional equipment prior to installation.
- 10.2 Sprint will provide reduced intervals, not to exceed the interval for a new collocation space, to KMC with existing physical collocation space that requests augments. In such instances, KMC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for KMC's point of termination.
- 10.3 The reduced provisioning interval will apply only when KMC provides a complete Application accompanied by the applicable Application Fee.
- 10.4 KMC must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) calendar days from BFFO. If special or major construction is required, Sprint will work cooperatively with KMC to negotiate mutually agreeable construction intervals for augments.

11. USE OF COMMON AREAS

- 11 1 KMC, 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 Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of KMC at the Collocation Space, provided, however, that Sprint shall have the right to reserve parking spaces for Sprint's exclusive use or use by other occupants of the Building. Sprint does not guarantee that there is or will be sufficient parking spaces in parking areas to meet KMC's needs. Sprint does not guarantee that restroom facilities or water will be available. 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, consistent with KMC's right to access its Collocation Space.
- 11 2 Water. Sprint, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Sprint, for the non-exclusive use of KMC, Sprint and any other building occupant. KMC shall not waste or permit the waste of water.
- 11 3 Security Service. Sprint shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Sprint shall provide no security specific to KMC's Collocation Space. Sprint shall not be liable to KMC or any other party for loss of or damage to the Collocation Space or KMC equipment unless Sprint has failed to provide Building and Premises security in accordance with its normal business practices.
- 11 4 In the event of an alleged security violation affecting KMC's Collocation Space, Sprint will follow its internal procedures in investigating the event. In the event Sprint determines that a security violation has occurred as a result of actions of its employees or agents, Sprint will forward the results of the investigation to management and Sprint's human resources department for any appropriate disciplinary action.

- 11.5 Full compliance with the Security requirements of this Agreement, in and of itself, shall in no way limit the accountability or liability of either Party to the other for the improper actions of its employees. Such accountability or liability may be limited by other provisions of this Agreement.
- 11.6 Sprint will adequately secure the area which houses KMC's equipment to prevent unauthorized entry at Parity. Sprint will immediately notify KMC's emergency contact of any actual or attempted security breaches to the KMC's collocation space to the extent Sprint becomes aware of such breaches.
- 11.7 Elevator Service. Sprint shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which KMC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by KMC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Sprint.

12. CROSS CONNECTIONS

- 12 1 Adjacent in this Section 12 refers to collocation arrangements in the same Premises that have a common border, and is not referring to the form of Physical Collocation as described in CFR Part 47 51 323(k)(3)
- 12 2 For the term of this Agreement, unless earlier terminated, Sprint shall furnish the following services
- 12 2 1 Co-Carrier Cross Connects (CCXC) Sprint, shall permit KMC to interconnect its network, via cross-connect facilities ("X-C"), with that of another adjacently collocated telecommunications carrier (TC) at the Sprint Premises provided KMC follows prescribed technical and safety guidelines Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of the CLEC per the CLEC's request
- 12 3 A CCXC is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises, provided that the collocated equipment is used for interconnection with Sprint and/or for access to the Sprint's unbundled network elements Sprint shall provide such CCXC from CLEC's collocation arrangement to another collocation arrangement of CLEC within the same Sprint premises, or to a collocation arrangement of another TC in the same Sprint premises CCXC is provided at the same transmission level from CLEC to another TC
- 12 4 Direct Connect ("DC") Sprint will provide for interconnection directly between KMC's virtual and/or physical collocation arrangements within the same Central Office by utilizing a Direct Connect ("DC") In those cases where KMC's virtual and/or physical collocation space is contiguous in the central office, KMC will have the option of using KMC's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Sprint's technical and safety standards
- 12 5 Sprint will provision cross-connects in compliance with 41CFR 51 323(h)
- 12 6 KMC may provision the CCXC using its own technicians or Sprint technicians to place the CCXC in instances where there is no common area space between collocation arrangements The CCXC shall be provisioned through facilities owned or leased by KMC Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark) KMC

may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc) between the equipment to both collocated telecommunications carriers and construct a dedicated cable support structure, if needed, between the to contiguous cages, KMC shall deploy such optical facilities

- 12 7 Transmission Facility Options For Physical Collocation and Virtual Collocation, KMC may purchase transmission facilities (including entrance facilities) (and any necessary Cross-Connection) from Sprint, provide its own transmission facilities, or utilize the transmission facilities of a third party

13. ENTRANCE FACILITIES

- 13 1 KMC may elect to place KMC owned or KMC leased (from Sprint or a third party provider) fiber entrance facilities (including but not limited to, fiber, microwave, copper, or coaxial entrance facilities) into its Collocation Space Sprint will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties KMC will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location KMC will provide and install a sufficient length of retardant riser cable, to which the entrance cable will be spliced by Sprint KMC is responsible for maintenance of its entrance facilities
- 13 2 Dual Entrance Facilities Subject to Applicable Law, Sprint will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists Upon receipt of a request from KMC for dual entrance facilities to its physical Collocation Space, Sprint shall provide KMC with information regarding Sprint's capacity to accommodate the requested dual entrance facilities
- 13 3 KMC may obtain co-carrier direct connects at the rates on Table Two to access a third party's transport facilities where the third party is a telecommunications carrier that is lawfully collocated within the same central office

14. RATES

- 14 1 The rates for collocation are listed on Table Two
- 14 2 If KMC is the first collocater in the Sprint premises, KMC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options
- 14 3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Sprint is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of KMC's Collocation Arrangement, Sprint will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Sprint benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Sprint be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Sprint shall absorb all of the costs related to such an upgrade
- 14 4 Facility Modifications
 - 14 4 1 To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available
 - 14 4 2 If a non-requesting party benefits from the modification, e.g., using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs
 - 14 4 3 None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities

- 14 4 4 If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred of the modification, the subsequent party may pay a lower cost.
- 14 4 5 Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

15. SPRINT SERVICES AND OBLIGATIONS

- 15 1 Environmental Controls Sprint shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Sprint shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by KMC to Sprint in its Application which KMC hereby represents to Sprint is sufficient to allow KMC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Sprint or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed standards.
- 15 1 1 If KMC locates equipment or facilities in the Collocation Space which Sprint determines, in the exercise of its sole discretion, 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 in the Collocation 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 KMC's equipment or facilities shall be paid by KMC to Sprint. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.
- 15 2 Electricity If Sprint, in the exercise of its reasonable business judgment, determines that the electricity provided to KMC pursuant to this Section is insufficient to support the activity being carried on by

KMC in the Collocation Space, Sprint may require the installation of additional electrical circuits to provide KMC with additional electricity and KMC shall reimburse Sprint for any expenses incurred in making such additional electrical circuits available to KMC's Collocation Space. KMC shall also pay for additional electricity provided via these circuits.

15.2.1. KMC covenants and agrees that Sprint shall not be liable or responsible to KMC for any loss, damage or expense which KMC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for KMC's requirements as long as the electrical service that KMC receives is at Parity with the electrical service that Sprint provides to itself, its affiliates, and other collocating parties.

15.2.1.1 KMC agrees that, except to the extent caused by the acts, omissions, negligence or willful misconduct of Sprint, in no event shall Sprint be liable or responsible to KMC for any loss, damage or expense which KMC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for KMC's requirements.

15.2.2. KMC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of KMC's equipment shall not exceed the requested capacity.

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

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

15.2.5. Sprint power equipment supporting KMC's equipment shall:

15.2.5.1. Comply with applicable industry standards (e.g., Telcordia, 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,

- 15.2.5.2. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for KMC equipment, or, at minimum, at parity with that provided for similar Sprint equipment;
- 15.2.5.3. Provide, upon KMC's request and at KMC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) KMC traffic,
- 15.2.5.4. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of KMC equipment plus or minus 2 feet to the left or right of KMC's final request; and
- 15.2.5.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for KMC's equipment in accordance with KMC's collocation request
- 15.2.6. Sprint shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
- 15.2.7. 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.
- 15.2.8. Sprint will provide KMC 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 KMC equipment located in Sprint facility. Sprint shall provide KMC immediate notification by telephone of any emergency power activity that would impact KMC's equipment.
- 15.3. Fire Safety System. Subject to the provisions of Section 6.6.3 hereof, Sprint may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Sprint shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

- 15.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Sprint as required by applicable fire codes
- 15.3.2. Sprint and Sprint's insurance carriers will perform regular inspections of fire protection systems, and KMC hereby agrees to provide Sprint and Sprint's insurance carriers access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Sprint agrees to provide KMC with notice of its intent to access KMC's Collocation Space where, in Sprint's sole discretion, such notice is practicable; provided, however, that no failure of Sprint to give such notice will affect Sprint's right of access or impose any liability on Sprint. Sprint will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of KMC, its employees, agents or invitees, in which case KMC shall reimburse Sprint for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, KMC shall, if at fault, and at Sprint's option, replace Halon or other fire extinguishing material discharged as a result of KMC's act or omission. KMC shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if KMC is aware of damage to the fire protection systems it shall promptly notify Sprint.
- 15.3.3. KMC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Sprint is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Sprint, its officers, agents or employees.
- 15.4. Repairs. Sprint shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Sprint's normal business practices.
 - 15.4.1. Sprint shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by KMC. If Sprint shall fail to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by KMC, KMC's sole right and remedy shall be, after further notice to Sprint, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs

or maintenance.

- 15.4.2 Construction notification Sprint will notify KMC prior to the scheduled start dates of all non-emergency work that may directly affect the collocation space occupied by KMC or that is directly related to KMC circuits that support KMC equipment. Sprint will provide such notification to KMC at least seven (7) calendar days before the scheduled start date of such construction activity. Sprint will inform KMC as soon as practicable by telephone of all emergency-related activities that Sprint or its subcontractors are performing in the general area of KMC's collocation space, or in the general area of the ac and dc power plants which support KMC's equipment. If possible, notifications of any emergency-related activity will be made immediately prior to the start of the activity so that KMC may take reasonable actions necessary to protect KMC's collocation space.
- 15.4.3. The cost of all repairs and maintenance performed by or on behalf of Sprint to the Collocation Space which are, in Sprint's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by KMC or KMC's employees, invitees or agents, shall be paid by KMC to Sprint within 10 days after being billed for such repairs and maintenance by Sprint.
- 15.5. Sprint shall provide KMC with notice via email three (3) business days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform KMC by e-mail of any unplanned service outages.
- 15.6. Interruption of Services. 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 KMC's use of 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.
- 15.6.1. No such interruption of service shall be deemed an eviction or disturbance of KMC's use of the Collocation Space or any part thereof, or render Sprint liable to KMC for damages, by abatement of KMC Fees or otherwise, except as set forth in the Tariff, or relieve KMC from performance of its obligations under this Agreement. KMC hereby waives and releases all other claims against Sprint for damages for interruption or stoppage of service.

- 15.7 Access. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, KMC shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space
- 15.7.1. Sprint, at KMC's expense, may issue non-employee photo identification cards for each KMC employee or vendor. Temporary identification cards may otherwise be provided by Sprint for employees or agents, contractors and invitees of KMC who may require occasional access to the Collocation Space.
- 15.7.2. Sprint may issue access cards, codes, or keys to KMC's listed employees or vendors where such systems are available and their use by KMC will not otherwise compromise building security.
- 15.7.3. Sprint reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Sprint may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Sprint personnel, or on Sundays and state and federal or other holidays recognized by Sprint, or, if KMC's Collocation Space is not fully segregated from areas of the Premises containing Sprint equipment, shall be subject to such reasonable rules and regulations as Sprint may from time to time prescribe for its own employees and third party contractors.
- 15.7.4. To require all persons entering or leaving the Premises during such hours as Sprint may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Sprint assumes no responsibility and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, provided that such damage is not the result of gross negligence or willful misconduct on the part of Sprint
- 15.8 Access Right of Sprint. Sprint shall have access to KMC's Physical Collocation Space at all times, via pass key or otherwise, to allow Sprint to react to emergencies, to maintain the space (not including KMC's 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. If a secure enclosure defining the location of KMC's Collocation Space has been established, and if conditions permit, Sprint will provide KMC with notice (except in emergencies) of its intent to access the

Collocation Space, thereby providing KMC the option to be present at the time of access. KMC 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.

15.8.1. To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Sprint deems necessary. KMC hereby waives any claim for damage, injury, interference with KMC's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Sprint's access rights, except in the event such damages result solely from the gross negligence or willful misconduct of Sprint.

15.8.2. To use any means Sprint may deem proper to open Collocation Space doors or enclosures 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 KMC from the Collocation Space or any portion thereof

15.9. Trouble Status Reports

15.9.1. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant unplanned service outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.

16. CLEC'S OBLIGATIONS

- 16.1. Inspection and Janitorial. KMC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. KMC shall promptly notify Sprint of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Collocation Space). KMC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 16.2. Security Arrangements. KMC agrees to abide by all of Sprint's security practices for non-Sprint employees with access to the Building, including, without limitation:
 - 16.2.1. KMC will supply to Sprint, and update as changes occur, a list of its employees or approved vendors who require access to the Premises. The list will include the social security numbers of all such individuals. Sprint may reasonably object to any person on the list, in which case that person will be denied entry into the building. Sprint's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Sprint.
 - 16.2.2. KMC 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 Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. KMC will reimburse Sprint actual costs due to unreturned or replacement cards, codes, or keys.
 - 16.2.3. KMC's employees, agents, invitees and vendors must display identification cards at all times.
 - 16.2.4. KMC 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.
 - 16.2.5. Removal of all furniture, equipment or similar articles will be based on local Sprint security practices. These security practices will not be more stringent for KMC than Sprint requires for its own employees or Sprint's contractors.
 - 16.2.6. Before leaving the Collocation Space unattended, KMC shall close and securely lock all doors and windows and shut off

unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Sprint or any other party with equipment in the Building resulting from KMC's failure to do so shall be the responsibility of KMC. KMC will defend and indemnify Sprint from and against any claim by any person or entity resulting in whole or in part from KMC's failure to comply with this section.

- 16.2.7. KMC agrees that Sprint may provide a security escort for physical collocation, at no cost or undue delay to KMC, to KMC personnel while on Sprint Premises. While such escort shall not be a requirement to KMC's entry into the Building, KMC must allow the security escort to accompany KMC personal at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 16.2.8. KMC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Sprint. KMC shall promptly update this information as changes occur.
- 16.3. Electricity. KMC 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 KMC facility. KMC shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.
- 16.4. Uninterruptible Power Supply (UPS). KMC shall not provision and/or install UPS systems within the Sprint premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 16.5. Electro-Chemical Stationary Batteries. KMC shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 16.6. Interruption of Services. KMC shall provide Sprint with written notice three (3) business days prior to those instances where KMC or its subcontractors perform work, which is to be a known service affecting activity. KMC will inform Sprint by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after KMC learns that such outage has occurred so that Sprint can take any action required to monitor or protect its service.

- 16.7. Telephone. KMC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by KMC and at KMC's expense, Sprint will provide basic telephone service with a connection jack in the Collocation Space.
- 16.8. Fire Protection Systems. KMC shall, with the prior written consent of Sprint, have the right to provide additional fire protection systems within the Collocation Space, provided, however, that KMC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
- 16.8.1. If any governmental bureau, department or organization or Sprint's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of KMCs in general are located, such changes, modifications, or additions shall be made by Sprint and KMC shall reimburse Sprint for the cost thereof in the same proportion as the size of KMC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 16.9. Hazardous Materials. KMC shall identify and shall notify Sprint in writing of any Hazardous Materials KMC may bring onto the Premises, and will provide Sprint copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). KMC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. KMC will promptly notify Sprint of any releases of Hazardous Materials and will copy Sprint on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
- 16.9.1. KMC shall provide Sprint copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.
- 16.9.2. If Sprint discovers that KMC has brought onto Sprint's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable

environmental law, Sprint may, at Sprint's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. KMC shall be responsible for, without cost to Sprint, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. KMC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Sprint elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, KMC shall have no recourse against Sprint and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Sprint for defaults under this Agreement.

16.9.3. KMC shall indemnify and hold harmless Sprint, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Sprint or asserted against Sprint by any other party or parties (including, without limitation, Sprint's employees and/or contractors and any governmental entity) arising out of, or in connection with, KMC's use, storage or disposal of Hazardous Materials.

16.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

16.10. Various Prohibited Uses. KMC shall not do or permit anything to be done upon the Collocation Space, 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. KMC shall not do or permit anything to be done upon the Collocation Space 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 Premises.

- 16.10.1. KMC shall not exceed the Uniformly Distributed Live Load Capacity. Sprint shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. KMC agrees to provide Sprint with equipment profile information prior to installation authorization.
- 16.10.2. KMC 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 Building, or on the Collocation Space, without the prior written consent of Sprint.
- 16.10.3. KMC shall not use the name of the Building or Sprint for any purpose other than that of the business address of KMC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Sprint.
- 16.10.4. KMC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Sprint.
- 16.10.5. KMC 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 Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, 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. KMC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the

Building.

- 16.10.6. KMC shall not, without the prior written consent of Sprint install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Sprint may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 16.10.7. KMC shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 16.10.8 KMC shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space
- 16 10.9. KMC shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 16.11. Rules of Conduct. KMC, its employees, agents, contractors, and business invitees shall:
 - 16.11.1. 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 Premises and the Collocation Space and its tenants and occupants, and
 - 16.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation 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 Collocation Space during the Term of this Agreement or any extension hereof.
- 16.12. Alterations. KMC shall not make installations, alterations or additions in or to the Collocation 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 Collocation 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 KMC.
- 16 12.1 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. KMC shall permit Sprint to inspect all construction operations within the Collocation Space.

- 16.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of KMC or others shall become the property of Sprint, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Sprint shall have the right to require KMC to remove such fixtures and installations, alterations or additions at KMC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.
- 16.12.3. All fixtures and other equipment to be used by KMC in, about or upon the Collocation Space shall be subject to the prior written approval of Sprint, which shall not be unreasonably withheld.
- 16.13. Fireproofing Policy. KMC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Sprint. If KMC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of KMC. 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 KMC, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by KMC with Sprint-approved fire barrier sealants, or by Sprint at KMC's cost.
- 16.14. Equipment Grounding. KMC equipment shall be connected to Sprint's grounding system.
- 16.15. Representations and Warranties. KMC hereby represents and warrants that the information provided to Sprint in any Application or other documentation relative to KMC's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that KMC has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

17. BUILDING RIGHTS

- 17.1. Sprint may, without notice to KMC:
 - 17.1.1. Change the name or street address of the Premises;
 - 17.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
 - 17.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
 - 17.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding KMC's safes;
 - 17.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
 - 17.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Sprint shall direct and in all events at KMC's sole risk and responsibility;
 - 17.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, 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 Collocation Space or any part of the Premises 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 KMC as reasonably possible under the circumstances;
 - 17.1.8. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude KMC from the use expressly permitted by this Agreement, unless Sprint exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;
 - 17.1.9. Close the Building at such reasonable times as Sprint may

determine, under such reasonable regulations as shall be prescribed from time to time by Sprint subject to KMC's right to access.

- 17.2. 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, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Sprint's performance under this Agreement 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.
- 17.3. This Agreement 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 Collocation Space and KMC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

18. INSURANCE

- 18.1. During the term of this Agreement, KMC shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:
 - 18.1.1. Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Sprint as additional insured;
 - 18.1.2. Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Sprint as additional insured;
 - 18.1.3. Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
 - 18.1.4. Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Sprint as additional insured; and
 - 18.1.5. "All Risk" property insurance on a full replacement cost basis insuring KMC's property situated on or within the Property, naming Sprint as loss payee. KMC may elect to insure business interruption and contingent business interruption, as it is agreed that Sprint has no liability for loss of profit or revenues should an interruption of service occur.
- 18.2. Nothing contained in this section shall limit KMC's liability to Sprint to the limits of insurance certified or carried.
- 18.3. All policies required of KMC shall contain evidence of the insurer's waiver of the right of subrogation against Sprint for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Sprint may carry.
- 18.4. KMC shall furnish to Sprint a certificate or certificates of insurance, satisfactory in form and content to Sprint, evidencing that the above coverage is in force and has been endorsed to guarantee that the

coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Sprint.

- 18.5. Sprint will carry not less than the insurance coverages and limits required of KMC.

19. INDEMNIFICATION

- 19.1. KMC shall indemnify and hold Sprint harmless from any and all claims arising from:

19.1.1. the conduct of KMC's business or from any activity, work or things done, permitted or suffered by KMC in or about the Collocation Space or elsewhere;

- 19.2. KMC shall at all times indemnify, defend, save and hold harmless Sprint clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of KMC, or out of any work performed, material furnished, or obligations incurred by KMC in, upon or otherwise in connection with the Collocation Space. KMC shall give Sprint written notice at least 10 business days prior to the commencement of any such work on the Collocation Space in order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce KMC's liability under this section.

19.2.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, KMC shall give Sprint written notice thereof as soon as KMC obtains such knowledge.

19.2.2. KMC shall, at its expense, within 30 days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of KMC, from obtaining such discharge and release if KMC fails or refuses to do the same within the 30-day period.

19.2.3. If KMC has first discharged the lien as provided by law, KMC may, at KMC's expense, contest any mechanic's lien in any manner permitted by law.

20. INTENTIONALLY LEFT BLANK

21. PARTIAL DESTRUCTION

- 21.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Sprint may, at its option, restore the Collocation Space to its previous condition. KMC's rights to the applicable Collocation Space shall not terminate unless, within 90 days after the occurrence of such casualty, Sprint notifies KMC of its election to terminate KMC's rights to the applicable Collocation Space. If Sprint does not elect to terminate KMC's rights to the applicable Collocation Space, Sprint shall repair the damage to the Collocation Space caused by such casualty.
- 21.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of KMC, its agents, employees, contractors, KMCs, customers or business invitees, unless Sprint otherwise elects, KMC's rights to the applicable Collocation Space shall not terminate, and, if Sprint elects to make such repairs, KMC shall reimburse Sprint for the cost of such repairs, or KMC shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.
- 21.3. 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 KMC's rights to the applicable Collocation Space by giving written notice of its intent to terminate KMC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective 90 days after the date of the notice. Upon KMC's request and subject to space availability, Sprint will provide to KMC, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable charges for that item.

22. EMINENT DOMAIN

- 22.1. If the Premises, 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, KMC's rights to the applicable Collocation Space 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 Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or

desirable to remodel the Premises to conform to the changed grade, Sprint shall have the right to terminate KMC's rights to the applicable Collocation Space 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 KMC for such cancellation, and KMC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings

23. INTENTIONALLY LEFT BLANK

24. ASBESTOS

- 24.1. KMC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and KMC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). KMC agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that KMC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. KMC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from KMC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide KMC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect KMC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.


25. MISCELLANEOUS

- 25.1. Brokers. KMC warrants that it has had no dealings with any broker or agent in connection with arrangements for collocation services under this Agreement, and consistent with their indemnification provisions set forth in Part B, Section 9, Part B of this Agreement, KMC covenants to hold harmless and indemnify Sprint from and against any and all cost, expenses or liabilities for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.

- 25.2. **Work Stoppages** In the event of work stoppages, Sprint may establish separate entrances for use by personnel of KMC. KMC shall comply with any emergency operating procedures established by Sprint to deal with work stoppages

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

"Sprint"

By: 
Name : William E. Cheek
Title: Assistant Vice President –
Strategic Sales & Account
Management
Date: 6/20/05

"KMC"

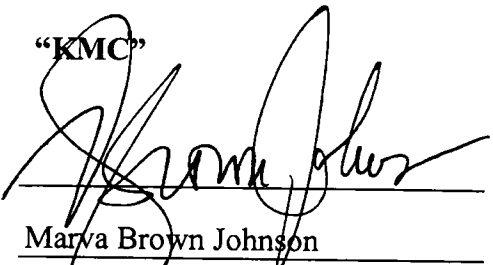
By: 
Name: Marva Brown Johnson
Title: Vice President and Senior Counsel
Date: 6.15.2005

Exhibit A – TRRO Wire Center Thresholds
As of April 22, 2005

LOOPS

Wire Centers exceeding the UNE Loop DS1 Threshold (60,000 Business Access Lines and 4 fiber based collocators)

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
NV	West 6	LSVGNVXK

Wire Centers exceeding the UNE Loop DS3 Threshold (38,000 Business Access Lines and 4 fiber-based collocators)

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
NV	Main	LSVGNVXB
NV	South 5	LSVGNVXG
NV	West West	LSVGNVXW

TRANSPORT

Tier 1 Wire Centers for UNE Dedicated Transport

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
FL	Altamonte Springs	ALSPFLXA	NV	West 6	LSVGNVXK
FL	Fort Myers	FTMYFLXA	NV	South 6	LSVGNVXL
FL	Maitland	MTLDLFLXA	NV	South South	LSVGNVXV
FL	Tallahassee	TLHSFLXA	NV	West West	LSVGNVXW
FL	Winter Park	WNPKFLXA	TN	Bristol	BRSTTNXA
NV	Main	LSVGNVXB	TN	Johnson City	JHCYTNXC
NV	South 5	LSVGNVXG	TN	Kingsport	KGPTTNXA

Tier 2 Wire Centers for UNE Dedicated Transport

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>
FL	Goldenrod	GLRDFLXA
FL	Lake Brantley	LKBRFLXA
FL	Tallahassee	TLHSFLXD
MO	Jefferson City	JFCYMOXA
NV	East 1	LSVGNVXR
NC	Fayetteville	FYVLNCXA
NC	Rocky Mount	RCMTNCXA

All other Sprint Wire Centers are currently considered Tier 3 Wire Centers for UNE Dedicated Transport

SPRINT

DISASTER RECOVERY PLANNING

For

CLECs

GENERAL CLEC DISASTER RECOVERY PROCEDURE

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GENERAL CLEC DISASTER RECOVERY PROCEDURE

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects Sprint's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, Sprint equipment only or a combination. The equipment that is affected will largely determine the initial restoration activity.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the Sprint NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.

The service centers will also be impacted by a disaster situation, and separate measures for their recovery are included as well.

3.0 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components, which could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

GENERAL CLEC DISASTER RECOVERY PROCEDURE

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way and other possible options available.

4.0 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

GENERAL CLEC DISASTER RECOVERY PROCEDURE

- 1 Emergency engine fuel supply Damage to standby equipment and the fuel handling equipment could have created “spill” conditions that have to be handled within state and federal regulations
- 2 Asbestos containing materials that may be spread throughout the wreckage Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems
- 3 Lead and acid These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
- 4 Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items above are more defined and can be addressed individually depending on the damage

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control

5.0 EMERGENCY RESTORATION PLAN FOR CSO ORGANIZATION

5.1 Introduction

This plan provides a basic organizational structure and defines areas of responsibility for a wide range of disasters It is intended to allow and encourage maximum organizational flexibility in responding to all potential disasters. The organization outlined here includes only those people who normally would support the Service Center operations.

GENERAL CLEC DISASTER RECOVERY PROCEDURE

5.2 General Information

As soon as it is determined that an emergency situation exists, the Service Center Manager will hold a meeting with the Local Assessment Team and make plans for placing the Disaster Recovery Plan into effect

The assessment teams areas of responsibilities will be determined and assigned by the Service Center Manager

As soon as practical, the Service Center Manager will use all means available for alerting the personnel who will be needed to make the assessment, keeping in mind that the assessment should be completed as soon as possible after an emergency occurrence

After personnel report, the Service Center Manager, or his designated representative, will provide the necessary information to begin the damage assessments

It is most important that the Service Center Manager ensure that the assessment team is properly instructed and keeps in mind Sprint's safety practices and abides by them while securing center assessment information.

6.0 EMERGENCY RESTORATION

In the event an emergency situation develops or is in the process of developing the Service Center Manager will hold a meeting with the Local Assessment team to place the Disaster Recovery Plan into operation

6.1 Local Service Center Assessment Team

- Service Center Manager
- Manager-Buildings/Grounds
- Security Manager
- Information Services Manager
- Manager Safety /Risk/Loss
- Public Relations Manager

GENERAL CLEC DISASTER RECOVERY PROCEDURE

6.2 Agenda for Meeting

The Local Assessment Team should review the following subjects and take action as necessary to expedite the restoration of service

- Departments affected
- AC power failures
- LAN Connectivity
- Communication System Assessment
- Working Conditions (weather, delays, etc.)
- Work force requirements (forces on the job, in transit, etc)
- Extra Forces needed
- Contractors needed
- Restoration schedules – temporary/permanent
- Equipment requirements ✓
- General review of responsibilities
- Secure from Decision Support work order number

7.0 EMERGENCY RESTORATION PRIORITY

The priority for restoration will be established at the time of the emergency or disaster, as conditions dictate. The following are considerations for restoration in order of priority:

1. Assignment
- 2 Remote Entry
3. CLEC

8.0 WORK DISTRIBUTION RECOMMENDATION

Scottsbluff, Nebraska - All work can be routed to Jefferson City, Missouri.

Jefferson City, Missouri - All work can be routed to Carlisle.

Carlisle, Pennsylvania - All work can be routed to Jefferson City, Missouri

Fayetteville, North Carolina -

Remote Entry for Companies "O" & "C" to Winter Garden.

Remote Entry for Company "S" to Carlisle.

GENERAL CLEC DISASTER RECOVERY PROCEDURE

Assignment for Company "C" to Las Vegas
Assignment for Company "S" to Ft Myers

Assignment for Company "O" to Jefferson City
CLEC to Ft Myers

Las Vegas, Nevada
Remote Entry to Winter Garden and Carlisle
Assignment to Fayetteville, Ft Myers, and Jefferson City
CLEC to Fayetteville

Winter Garden, Florida
Remote entry to Jefferson City, Carlisle, and Fayetteville
Ft. Myers, Florida
Assignment to Las Vegas, Jefferson City, Carlisle, and Fayetteville
CLEC to Las Vegas and Fayetteville

Note. The techs will call directly to the 800 number of the receiving center. This will also help with work distribution

9.0 EMERGENCY RESTORATION PLAN FOR NETWORK ORGANIZATION CENTER

9.1 Disaster Management Structure

The Disaster Recovery Management Team is compromised of internal and external personnel responsible for maintaining and executing the plan The Plan addresses both short and long term disaster but is flexible enough to resolve less severe disruptions

The nature of the disruption typically indicates the specific resources needed for recovery Therefore, the resources utilized by the Recovery Team are directly related to the extent of the damage caused by the event.

The primary responsibilities of the Disaster Recovery Management Team are to.

- Accomplish rapid and efficient recovery of the network and application systems at the primary and alternate site locations

GENERAL CLEC DISASTER RECOVERY PROCEDURE

- Manage recovery and non-recovery activities to protect vital NOC functions until normal operations are resumed
- Conduct streamlined reporting of recovery progress from the recovery team level upward to Executive Management and downward to affected personnel.

The Disaster Recovery Management Team consists of:

- NOC Director
- Manager of Special Services
- Manager of Technical Assistance
- Manager of Surveillance
- Manager of Scheduling & Administration

All leadership positions on the Recovery Team are required to have an alternate person to assume their position in the case they are not available at the time of the disaster and subsequent recovery

9.2 Network Operations Center- Director

The NOC Director manages the recovery and restoration effort, reporting recovery and progress and problems to Executive Management. All individual groups within the NOC function under this supervision throughout the recovery and restoration. Managers of the groups report recovery status directly to the NOC Director.

In a non-disaster mode the Director assumes the role in ensuring that the Plan is properly documented, maintained and tested in order to ensure that a state of readiness always exists sufficient to respond to any level of disaster. Functional management groups operating under this direction are
Internal:

- Technical Assistance
- Special Services
- Scheduling and Administration
- Surveillance
- Corporate Communications (Public Relations)

GENERAL CLEC DISASTER RECOVERY PROCEDURE

10.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how Sprint will proceed with restoration is whether or not Sprint's equipment is incapacitated. Regardless of who's equipment is out of service, Sprint will move as quickly as possible to aid with service recovery, however, the approach that will be taken may differ depending upon the location of the problem.

10.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs). Sprint has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, Sprint can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon Sprint having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact Sprint's resolve to re-establish traffic to the original destination as quickly as possible.

10.2 SPRINT OUTAGE

Because Sprint's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged Sprint equipment is different. The outage will probably impact a number of Carriers simultaneously.

A disaster involving any of Sprint's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access tandem or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving Sprint's equipment. Shortly after a disaster, the NOC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be required.

GENERAL CLEC DISASTER RECOVERY

PROCEDURE

10.2.1 Loss of a Central Office

When Sprint loses a Central Office, the NOC will

- a) Place specialists and emergency equipment on notice
- b) Inventory the damage to determine what equipment and/or functions are lost,
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary
- d) Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and Sprint in a nondiscriminatory manner in accordance with SNEP-TSP guidelines, and
- e) Begin restoring service to CLECs and other customers

10.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5 2.1.

10.2.3 Loss of a Central Office with Tandem Functions

When Sprint loses a Central Office building that serves as an Access Tandem and as a SWC, the NOC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost.
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary.
- d) Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and a Sprint in a nondiscriminatory manner in accordance with NSEP-TSP guidelines, and
- e) Redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC.
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

TABLE TWO

Rate Element Description		
Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	\$ 2,742 43	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,781 55	N/A
Minor Augment Fee	\$ 802 58	N/A
Minor Augment - Administrative & Project Management Fee	\$ 774 34	N/A
Minor Augment - Transmission Engineering Fee	\$ 524 26	N/A
Major Augment Fee	\$ 1,621 71	N/A
Major Augment - Administrative & Project Management Fee	\$ 2,024 90	N/A
Major Augment - Transmission Engineering Fee	\$ 1,540 00	N/A
Space Report (per wire center)	\$ 922 01	N/A
Security Cage Construction		
Security Cage - Engineering	\$ 504 77	N/A
Security Cage - Construction (per Linear Foot)	\$ 48 74	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	\$ 8 54
DC Power		
Power Costs (per Load Ampere Ordered)	N/A	\$ 15 01
Power Costs (per Connection to Power Plant up to 30 Amps)	\$ 1,334 92	\$ 13 69
Power Costs (per Connection to Power Plant 31-60 Amps)	\$ 2,346 14	\$ 22 42
Power Costs (per Connection to Power Plant 61-100 Amps)	\$ 8,753 27	\$ 72 90
Additional Cost per Foot Over 110 Linear Feet	\$ 169 31	\$ 1 33
Power Costs (per Connection to Power Plant 101-200 Amps)	\$ 19,303 04	\$ 157 75
Additional Cost per Foot Over 110 Linear Feet	\$ 319 95	\$ 2 51
AC Power		
AC Outlet Installation (per 20 amp outlet)	\$ 1,099 38	N/A
Overhead Lights (per set of 2)	\$ 1,614 05	N/A
Cross Connect Facilities		
DS0 Switchboard Cable (per 100 Pair)	N/A	\$ 26 87
DS0 Co-Carrier Direct Cabling (per 100 Pair Switchboard Cable)	\$ 512 09	\$ 7 64
DS1 Cross Connect (per DS1 in 28-pack Increments)	N/A	\$ 1 56
DS1 Co-Carrier Direct Cabling (per DS1 28-pack Cable)	\$ 534 48	\$ 9 15
DS3 Cross Connect (per DS3 in 12-pack Increments)	N/A	\$ 19 65
DS3 Co-Carrier Direct Cabling (per DS3 12-pack Cable)	\$ 1865 10	\$ 21 41
Optical Cross-Connect (per 4-Fiber Cable)	N/A	\$ 15 52
Optical Co-Carrier Direct Cabling (per 4-Fiber Cable)	\$ 212 27	\$ 9 58
Internal Cable Space (per 48-Fiber Cable)	N/A	\$ 35 43
Internal Cable Space (per 100-Pair Copper Stub Cable)	N/A	\$ 23 39
Internal Cable (per 48-Fiber Cable)	\$ 1,132 86	\$ 35 68

Internal Cable (per 100-Pair Copper Stub Cable)	\$ 185 54	\$ 50 63
Physical and Virtual Collocation Elements <i>(continued)</i>	Non-Recurring Rate	Monthly Recurring Rate
Security Card		
Security Card (per Card)	\$ 15 00	N/A
Additional Labor Charges (Physical or Virtual)		
Additional Labor 1/4 hour CO Technician - Regular	\$ 11 22	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 16 83	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 22 44	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14 39	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 13 83	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 20 75	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 27 66	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 12 93	N/A
Adjacent Onsite Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB
Remote Terminal Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB

GENERAL CLEC DISASTER RECOVERY PROCEDURE

10.2.4 Loss of a Facility Hub

In the event that Sprint loses a facility hub, the recovery process is much the same as above. The recovery effort will include:

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost.
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and Sprint in a nondiscriminatory manner in accordance with NSEP-TSP guidelines, and
- e) Restoring service to CLECs and other customers. If necessary, Sprint will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

10.3 COMBINED OUTAGE (CLEC AND SPRINT EQUIPMENT)

In some instances, a disaster may impact Sprint's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since Sprint and the CLECs will be utilizing temporary equipment, close coordination will be required.

10.3.1 ALTERNATIVE BUILDING

In preparation for an extended outage, each Service Center Manager to identify with Land & Buildings an alternate company location that could be converted to a temporary service center. Alternate space to accommodate:

- Work stations
- Computers
- Telephones
- LAN Connections

This space would not be occupied or furnished in advance but would be equipped with LAN and telephone connections.

GENERAL CLEC DISASTER RECOVERY PROCEDURE

11.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, Sprint may be forced to aggregate traffic for delivery to a CLEC. During this process T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, Sprint may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

12.0 ACRONYMS

CO	Central Office (Sprint)
DS3	Facility that carries 28 T1s (672 circuits)
CLEC	Competitive Local Exchange Carrier
NOC	Network Operations Center
SWC	Serving Wire Center (Sprint switch)
T1	Facility that carries 24 circuits