

EXHIBIT G
(Part I of II)

AGREEMENT

between

New York Telephone Company
d/b/a
Bell Atlantic – New York

and

SPRINT Communications Company L.P.

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INTERCONNECTION AGREEMENT

This Agreement, which shall become effective as of the 23rd day of June, 2000 (the "Effective Date") in accordance with Section 2(a), is entered into by and between SPRINT Communications Company L.P., a Delaware limited partnership, having an office at 8140 Ward Parkway, Kansas City, Missouri 64114 ("SPRINT"), and New York Telephone Company, d/b/a Bell Atlantic – New York, a New York corporation, having an office at 1095 Avenue of the Americas, New York, New York 10036 ("BA").

RECITALS

WHEREAS, the Telecommunications Act of 1996 (as amended or modified from time to time) was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to, Telecommunications Carriers; and

WHEREAS, the Federal Communications Commission (the "FCC") has issued rules to implement the Act (including but not limited to In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, FCC 96-325 (hereinafter, as amended, modified, stayed or reconsidered from time to time, the "Order"); and

WHEREAS, BA and SPRINT (each a "Party" and collectively the "Parties") are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which they will interconnect their networks at mutually agreed upon points of interconnection within the BA service territory within the State of New York (the "NY Region") to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective Customers; and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") have specific requirements for interconnection, unbundled Network Elements, and resale service, and the Parties intend to comply with these requirements; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act; and

WHEREAS, the Parties have arrived at this Agreement through negotiations and arbitration proceedings undertaken pursuant to the Act.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SPRINT and BA hereby agree as follows:

DEFINITIONS

For purposes of this Agreement, certain terms have been defined in Attachment 1 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meanings set forth in the Act.

GENERAL TERMS AND CONDITIONS

1.0 Interpretation and Construction

- (a) All references to Sections, Exhibits, Attachments, Appendices and Schedules shall be deemed to be references to Sections of, Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).
- (b) Each Party hereby incorporates by reference those applicable Tariffs, as specified herein, that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 24.11 regarding rates and charges, if any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in this main body of the Agreement and any Part, Schedule, Exhibit, Appendix or Attachment hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted

as, or be deemed grounds for finding, a conflict for purposed of this Section 1.0.

2.0 Scope of the Agreement

This Agreement together with all applicable Tariffs referenced herein (as amended from time to time) set forth the terms, conditions and prices to which BA and SPRINT have agreed in respect of the following: (a) resale of local Telecommunications Services ("Local Services"), (b) certain unbundled network elements, (hereinafter collectively referred to as "Network Elements"), (c) Collocation, (d) Number Portability, (e) Directory Assistance and Operator Services and Directory Listings, (f) E911 and 911 services, (g) Meet-Point Billing, (h) Dialing Parity, (i) Transit Tandem Service, (j) Interconnection of SPRINT's and BA's networks and (l) Combinations of Network Elements as and to the extent required by Applicable Law for their respective use in providing Telephone Exchange Service. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement includes the General Terms and Conditions, Parts I through V, and their Attachments and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, the rights and obligations of the Parties hereunder shall apply throughout the NY Region.

3.0 Term of Agreement; Termination

- (a) This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until June 23, 2003 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.
- (b) Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than ten (10) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally available by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

- (c) If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than ten (10) months and no later than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date". Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.
- (d) If either Party requests renegotiation of this Agreement pursuant to paragraph (c) above, this Agreement shall remain in effect as set forth in this Section 2 until the earlier of (a) the Parties' execution of a new interconnection agreement or (b) the end of the Initial Term. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis until the Parties' new interconnection agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b), or (c) above.
- (e) If either Party defaults in the payment of any amount due hereunder, excluding amounts in dispute pursuant to Section 11 of this Agreement, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all

reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

4.0 Transitional Support

Upon the termination or expiration of this Agreement, SPRINT may itself provide or retain another vendor to provide Local Services, Network Elements, Combinations as and to the extent required by Applicable Law, or other access or services comparable to those furnished under the terms of this Agreement. BA agrees to cooperate with SPRINT and to use commercially reasonable efforts to effect an orderly and efficient transition to SPRINT or SPRINT's new vendor, subject to the payment by SPRINT to BA of the reasonable costs incurred in providing such cooperation.

5.0 Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the provisions of the Act and the applicable effective provisions of the Order. Except to the extent a different standard is expressly set forth in this Agreement, in which case such other standard shall apply, where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such notice, approval or similar action shall not be unreasonably delayed or withheld.

6.0 Section 252(i)

- (a) To the extent required under Applicable Law, each Party shall comply with the requirements of Section 252(i) of the Act.
- (b) To the extent that the exercise of the foregoing section 252(i) option requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for all reasonable costs associated therewith.
- (c) The Party electing to exercise this option under section 252(i) ("Notifying Party") shall do so by providing written notice thereof to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service, or network element that the Notifying Party has elected to adopt as are set forth in the Interconnection agreement which the Notifying Party has elected (the "Other

Agreement”), as well as all of the rates, terms, and conditions of the Other Agreement that are legitimately related to such elected interconnection, service, or network element, in each case for the remainder of the term of its Agreement or the Other Agreement, whichever is shorter, consistent with the Commission's Order Resolving Arbitration Issues in Case 99-C-1389, issued and effective January 28, 2000.

7.0 Responsibility of Each Party, Independent Contractor, Disclaimer of Agency

Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

8.0 Government Compliance

- 8.1 The provisions of this Agreement are subject in their entirety to the applicable provisions of the Act and any other orders, restrictions and requirements of governmental, regulatory, and judicial authorities with competent jurisdiction over the subject matter thereof. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

- 8.2 BA represents and SPRINT acknowledges that BA is entering into this Agreement specifically in order to satisfy the obligations of BA as set forth in the Act and the Order.
- 8.3 In the event that a change in Applicable Law materially affects any material terms of this Agreement or the rights or obligations of either SPRINT or BA hereunder or the ability of SPRINT or BA to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.
- 8.4 Notwithstanding anything herein to the contrary, in the event that as a result of any unstayed decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA or SPRINT shall not be required to furnish any service, facility, arrangement or benefit required to be furnished or provided to SPRINT or BA hereunder, then BA or SPRINT may discontinue the provision of any such service, facility, arrangement or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order or determination by providing sixty (60) days prior written notice to SPRINT or BA, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specific period and/or conditions shall apply. Immediately upon provision of such written notice to SPRINT, SPRINT shall be prohibited from ordering and BA shall have no obligation to provide new Discontinued Arrangements.

9.0 Regulatory Matters

- 9.1 Each Party shall reasonably cooperate with the other in obtaining and maintaining any required regulatory approvals for which the Party is responsible in connection with the performance of its obligations under this Agreement.

10.0 Liability and Indemnity

10.1 Indemnification

- 10.1.1 Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents,

servants, employees, contractors or representatives. In the case of any loss alleged by a Customer of either Party pertaining to a service under this Agreement, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any and all such loss alleged by each and every Customer pertaining to services provided under this Agreement provided such loss was proximately caused by the negligent or otherwise tortious acts or omissions of the indemnifying Party. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

10.1.2 [Reserved]

10.1.3 Nothing in Section 10.1.1 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

10.1.4 A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

- (a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section

10.1 only to the extent the failure to give such notice has prejudiced the indemnifying Party.

- (b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.
- (c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.
- (d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

10.1.5 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

10.1.6 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by Applicable Law or Commission order, provide in its Tariffs and contracts with its Customers, that except for gross negligence or willful misconduct, in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any Customer or third party for (i) any loss

relating to or arising out of the services obtained or provided under this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages.

10.2 Limitation of Liability

10.2.1 Except as otherwise provided in Section 12.0, the liability of either Party to the other Party for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the period in which such Errors occur. In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance.

10.2.2 Neither Party shall be liable to the other Party in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's obligation under Section 10.1 hereof.

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

10.3 Clip-on Fraud

With respect to Local Services, BA shall provide SPRINT with parity with respect to Clip-on Fraud in accordance with the Commission's Order in Case 96-C-0864.

10.4 Disclaimer of Representations and Warranties

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

11.0 Payment Terms, Disputed Amounts and Audits

11.1 Except as may otherwise be provided in this Agreement each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement, unless a longer payment period is specified on such itemized statement.

11.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion provided that such bills are rendered within the applicable time frame required by law.

11.3

(a) If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a *bona fide* dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

(b) If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

(c) If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 11.3(b), or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 11.3(b), then the matter shall be referred for resolution pursuant to Section 17 of the General Terms and Conditions of this Agreement.

(d) The Parties agree that all negotiations pursuant to this Section 11.3 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

(e) Charges which are not paid by the due date stated on BA's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by BA which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

(f) Nothing herein shall limit the time under Applicable Law within which either Party may dispute any bill, it being understood that payment of any amounts under this section, unless otherwise indicated, does not constitute a waiver of either Party's rights under Applicable Law to contest its obligation to pay amounts allegedly owed under this Agreement.

11.4 Audits and Inspections

- (a) Subject to the terms and conditions of this Section 11.4, the restrictions set forth in Section 19 of the General Terms and Conditions and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents which relate solely to the Parties' billing to the other Party under this Agreement (other than in connection with Local Services, with respect to which no such audit right shall be available except to the extent BA develops an audit of the bill certification process pursuant to an industry collaborative process, in which event such audit rights shall be governed by such developed process and not by this Agreement) once each year at the conclusion of each calendar year, in order to evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.
- (b) Each Audited Party shall promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 17 of the General Terms and Conditions of this Agreement.
- (c) Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.
- (d) Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered uncorrected net variances or errors in invoices in favor of the Audited Party having

an aggregate value (except for Local Services purchases) of not less than two percent (2%) of the total amount payable by the Auditing Party during the period covered by the audit.

- (e) All audits shall be conducted at the sole cost and expense of the Auditing Party.
- (f) Upon (i) the discovery by either Party of overcharges not previously reimbursed to the other Party or underpayments by a Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse or pay to the Party entitled thereto the amount of any overpayment or underpayment, together with interest thereon at a rate per month equal to the lesser of 1.5% or the maximum permitted legal rate of interest for the number of days from the date such Party received such overpayment or, in the case of an underpayment, should have received such payment through but excluding the date such reimbursement or payment is made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

11.5 Alternate Billing to Third Numbers

11.5.1 Calls on BA Resold Lines Using BA's Operator Services

The following procedures shall apply for Alternately Billed Calls which are local calls or IntraLATA toll calls carried by BA and originating or terminating over a BA line (x) which has been resold by SPRINT pursuant to the terms of Part I of this Agreement and (y) for which BA is providing operator and directory assistance services:

11.5.1.1 SPRINT Originating Call Charged to Customer Served by a BA Line

In the case of a call which originates from an SPRINT Customer being served by a resold line in the BA territory within New York (hereinafter "SPRINT Customer Resold Line") which is charged to a retail Customer served by a BA line including a resold line in BA territory within New York (hereinafter "BA New York Territory"), BA shall record and process such call, and transmit to SPRINT an unrated call record. SPRINT shall rate such call for purposes of charging the retail Customer and send such rated record to BA or a resale carrier designated by BA in billable form for billing and collection purposes, at which point SPRINT shall have no further responsibility for billing or collecting for such call for BA

retail Customers. BA, for BA retail Customers only, shall pay SPRINT for such call the billed amount less the fees applicable pursuant to Section 11.5.5 below. SPRINT shall pay BA for the call at the wholesale discount rate set forth in Part IV as billed on the wholesale bill.

11.5.1.2. BA Originating Call Charged to SPRINT Customer

In the case of a call which originates from a BA retail Customer within New York and is charged to a SPRINT Customer Resold Line, BA shall record and process such call and rate such call for purposes of charging SPRINT's Customer. BA shall send such rated record to SPRINT in billable form for billing and collection purposes, at which point BA shall have no further responsibility for billing or collecting for such call. SPRINT shall pay BA for such call the billed amount less the billing and collection fee specified in Part IV.

11.5.1.3 SPRINT Originating Call Charged to Other Carrier

In the case of a call which originates from a SPRINT Customer Resold Line which is charged to a customer of a third party telecommunications carrier outside of BA New York Territory, BA shall record and process such call and transmit to SPRINT an unrated call record, at which point BA shall have no further responsibility for rating, billing, or collecting for such call. SPRINT shall pay BA for such call at the wholesale discount rate set forth in Part IV as billed on the wholesale bill.

11.5.2. Calls on BA Resold Lines Using SPRINT's Operator Services

The following procedures shall apply for Alternately Billed calls which are local calls or IntraLATA toll calls carried by BA and originating or terminating over a BA line (x) which has been resold by SPRINT pursuant to the terms of Part I of this Agreement and (y) for which BA is not providing operator and directory assistance services:

11.5.2.1. SPRINT Originating Call charged to BA Customer

In the case of a call which originates from a SPRINT Customer Resold Line and is charged to a BA retail Customer within BA New York Territory, SPRINT shall record and process such call at its OSPS and rate such call for purposes of charging BA's Customer and send such rated record to BA in billable form for billing and collection purposes, at which point SPRINT shall have no further responsibility for billing or collecting for such call. BA shall pay SPRINT for such call the billed amount less the billing and collection fees applicable pursuant to Section 11.5.5 below. SPRINT shall pay charges for Customized Routing in accordance with Part IV, of this Agreement. Appropriate Reciprocal Compensation charges for terminating to a BA line will apply pursuant to Part V of this Agreement.

11.5.2.2 BA Originating Call charged to SPRINT Customer

In the case of a call which originates from a BA retail Customer within New York and is charged to a SPRINT Customer Resold Line, BA shall record and process such call and rate such call for purposes of charging SPRINT's Customer. BA shall send such rated record to SPRINT in billable form for billing and collection purposes, at which point BA shall have no further responsibility for billing or collecting for such call. SPRINT shall pay BA for such call the billed amount less the billing and collection fee specified in Part IV.

11.5.2.3 SPRINT Originating Call charged to Other Carrier

In the case of a call which originates from a SPRINT Customer Resold Line which is charged to a customer of a third party telecommunications carrier providing services outside of BA New York Territory, SPRINT shall record and process such call. SPRINT shall pay charges for Customized Routing in accordance with Part IV, of this Agreement. Appropriate Reciprocal Compensation charges for terminating to a BA line will apply pursuant to Part V of this Agreement.

11.5.3 Calls Billed to BA Resold Lines and Carried through CMDS and CATS

The following procedures shall apply for Alternately Billed Calls which are local calls or IntraLATA toll calls billed through

the Centralized Message Distribution System ("CMDS") and originating or terminating over a third company's line and charged to a BA line which has been resold by SPRINT pursuant to the terms of Part I of this Agreement.

11.5.3.1 Calls Carried through CMDS and CATS

In the case of a call which originates and terminates outside of BA New York Territory and is charged to a SPRINT Customer Resold Line, BA shall provide to SPRINT the information and charges with respect to such call received from the out-of-region telecommunications carrier via the daily usage feed. BA shall have no further responsibility for rating, billing and collecting for such call. SPRINT shall pay BA for such call an amount equal to the amount charged to BA through the CATS settlement process by such out-of-region telecommunications carrier with respect to such call as billed on the wholesale bill and a Call Usage Detail Service charge in accordance with Part IV of this Agreement.

11.5.4 Administrative Matters

All other matters relating to the rating, billing, payment and transmission of records with respect to Alternately Billed Calls which are not set forth above, including, without limitation, the timing of payments and billings, the frequency of transmission of records and the eligibility of messages for billing, shall be governed by the other applicable provisions of this Agreement or, to the extent not so provided, as mutually agreed to by the Parties.

11.5.5 Other Alternate Billed Calls

BA may at its sole discretion use an intraregion Alternate Billed Call clearinghouse ("Clearinghouse") for settling Alternate Billed Calls for facility-based and unbundled Network Element purposes and, to the extent it can be implemented, for calls originating or charged to a SPRINT Customer Resold Line (including BA lines resold by third party carriers within New York). BA shall provide usage records for Alternate Billed Calls directly to SPRINT with a report to the Clearinghouse. SPRINT agrees that it will promptly pay to the Clearinghouse all amounts billed by the Clearinghouse on behalf of BA for Alternate Billed Calls. SPRINT shall be entitled to a billing and collection fee as specified in Part IV for

billing Alternate Billed Calls to SPRINT customers. Such billing and collection fee shall be deducted by the Clearinghouse from the amounts owed by SPRINT to BA and the bill provided to SPRINT by the Clearinghouse shall reflect the net amount due from SPRINT.

Subject to 90 days advance notice to SPRINT, BA may at any time and at its sole discretion implement the Non-Intercompany Settlement ("NICS") process for settling Alternate Billed Calls for facility-based and unbundled Network Element purposes and, to the extent it can be implemented, for calls originating or charged to a SPRINT Customer Resold Line (including BA lines resold by third party carriers within New York). BA shall provide usage records for Alternate Billed Calls directly to SPRINT with a report to NICS, provided however that in the event that a different procedure is required as part of the NICS process, BA shall instead notify SPRINT of such different procedure and then follow such different procedure. SPRINT agrees that it will promptly pay to BA or, subject to BA's authorization, to BA's representative, all amounts billed by NICS or such BA-authorized representative on behalf of BA, for Alternate Billed Calls. SPRINT shall be entitled to a billing and collection fee as specified in Part IV for billing Alternate Billed Calls to SPRINT customers. Such billing and collection fee shall be deducted by NICS or BA's authorized representative from the amounts owed by SPRINT to BA, and the bill provided to SPRINT by NICS or BA's authorized representative shall reflect the net amount due from SPRINT.

SPRINT will initially use its Interexchange Carrier Casual Usage Billing and Collection arrangements, as currently in effect with BA, to settle Alternate Billed calls charged to BA customers in BA's serving territory within the State of New York. SPRINT will provide usage records for Alternate Billed calls using the existing casual usage data feed pursuant to The Billing and Collection Service Agreement effective January 1, 1994 between NYNEX and SPRINT ("The Billing and Collection Service Agreement"). BA shall provide billing and collection for Alternate Billed calls at rates and charges and terms and conditions contained in The Billing and Collection Service Agreement, or as superseded. At least 120 days prior to the expiration of The Billing and Collection Service Agreement, the Parties shall mutually agree to the rates, terms and conditions applicable to the billing and

collection of SPRINT Alternate Billed Calls to such BA New York State customers.

Subject to 90 days advance notice to BA, SPRINT may elect to settle Alternate Billed calls by any of the following alternative arrangements, at which time BA shall be entitled to a Billing and Collection fee that will be no less than the rate set forth in Part IV for Alternate Billed calls: (i) directly with BA or, subject to BA's authorization, BA's representative; (ii) through a Clearinghouse; (iii) through the NICS process. The Parties agree that any election by SPRINT of any of the alternative arrangements described herein will be mutually negotiated and agreed upon before such change shall become effective.

12.0 Performance Standards and Remedies

In addition to those intervals otherwise specified in this Agreement, the intervals applicable to services and facilities provided under this Agreement shall be governed by the Carrier to Carrier guidelines adopted by the Commission in Case 97-C-0139, as such guidelines may be amended, revised or changed from time to time ("C2C Guidelines"). BA shall adhere to the amended Performance Assurance Plan adopted by the Commission in Case 99-C-0949, as such plan may be amended, revised or changed from time to time. BA reserves any rights it may have to require SPRINT to comply with the C2C Guidelines, to the extent required by Applicable Law.

13.0 OSS/Electronic Interfaces

BA shall provide SPRINT with access to its Operations Support System in accordance with the provisions of Part II, Section 1.11 of this Agreement.

14.0 Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

14.1 Joint Network Implementation and Grooming Process

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, *inter alia*,

- (a) standards to ensure that Traffic Exchange Trunks experience a grade of service, availability and quality which

is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 (Blocking Level B.01 – high-day-network-busy-hour blocking standard as defined in Bellcore's special report- (Bellcore –SR TAP000191));

- (b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- (c) disaster recovery provision escalations;
- (d) such other matters as the Parties may agree.

Nothing in this Section 14.1 shall affect either Party's obligations to meet the milestone dates set forth in Part V, Schedule 1.2 hereof.

14.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, affiliates or third party, to the extent required by Applicable Law. If either Party is unable to fulfill its obligations under this Section 14.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, affiliate or third party, to the extent required by Applicable Law.

14.3 Forecasting Requirements for Trunk Provisioning

SPRINT shall provide a two (2) year traffic forecast ("Initial Forecast") to BA. SPRINT's Initial Forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups over the next eight (8) quarters. If SPRINT has not provided such Initial Forecast to BA in February, 2000, SPRINT agrees to provide such Initial Forecast to BA within ninety (90) days of executing this Agreement. Thereafter, the Initial Forecast shall be updated, and

forecasts shall be provided to BA on an as-needed basis but no less frequently than semiannually in accordance with BA's forecasting cycle. All forecasts shall comply with the BA CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for SPRINT-IPs and BA-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

14.3.1 Initial Forecasts/Trunking Requirements Because BA's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom SPRINT decides to market its services, BA will be largely dependent on SPRINT to provide accurate trunk forecasts for both inbound (from BA) and outbound (from SPRINT) traffic. BA will, as an initial matter and upon request, provide the same number of trunks to terminate Reciprocal Compensation Traffic to SPRINT as SPRINT provides to terminate Reciprocal Compensation Traffic to BA, unless SPRINT expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, in which case BA will provide the number of trunks SPRINT suggests; provided, however, that in all cases BA's provision of the forecasted number of trunks to SPRINT is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and SPRINT's previous forecasts have proven to be reliable and accurate.

14.3.2 Monitoring and Adjusting Forecasts BA will, for ninety (90) days, monitor traffic on each trunk group that it establishes at SPRINT's suggestion or request pursuant to the procedures identified in Section 14.3.1. At the end of such ninety (90) day period, BA may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, BA determines that any trunks in the trunk group in excess of four (4) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may charge its applicable tariffed

rates to SPRINT for the excess facilities. In subsequent periods, BA may also monitor traffic for ninety (90) days on additional trunk groups that SPRINT suggests or requests BA to establish. If, after any such (90) day period, BA determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then BA may charge its applicable tariffed rates to SPRINT for the excess facilities. At any time during the relevant ninety (90) day period, SPRINT may request that BA disconnect trunks to meet a revised forecast. In such instances, BA may charge its applicable tariffed rates to SPRINT for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

- 14.3.3 Reciprocal Responsibility To the extent that BA requires SPRINT to install trunks for delivery of traffic to BA, SPRINT may apply the same procedures with respect to BA's trunking requirements.

14.4 Demand Management Forecasts

- 14.4.1 SPRINT will furnish BA with good faith forecasts including but not limited to: unbundled Network Elements, Interconnection and resale products ("Demand Management Forecasts"). Such Demand Management Forecasts will describe SPRINT's expected needs for service volumes, and timeframes for service deployment, by Wire Center. If SPRINT has not provided Demand Management Forecasts to BA in February, 2000, SPRINT agrees to provide such forecasts to BA within thirty (30) days following the Effective Date. Thereafter, SPRINT shall provide BA with updates to such Demand Management Forecasts in accordance with BA's forecasting cycle. If SPRINT has provided Demand Management Forecasts in February, 2000, SPRINT shall continue to provide forecasts, with updates to follow not more than every six months thereafter in accordance with BA's forecasting cycle. BA agrees that such forecasts shall be subject to the confidentiality provisions defined in Section 19, and that such information will only be used by BA to provide Interconnection pursuant to this Agreement.

15.0 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the non-performing Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use its commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16.0 Taxes

- (a) In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.
- (b) Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, Telecommunications company or other

communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 16(f) of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

- (c) Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.
- (d) Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 16(a), then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 16(a), then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 16(a) because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 16(b), then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon

and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 16(c), then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously. The providing Party shall provide notice to the purchasing Party within sixty (60) days of any written notification that a taxing authority is seeking to recover the Tax from the providing Party; provided, however, no failure of providing Party to so inform the purchasing Party shall diminish the responsibility of the purchasing Party to indemnify the providing Party for such costs incurred by the providing Party.

- (e) Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 16(f). If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which

holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

- (f) If any discount or portion of a discount in price provided to SPRINT under this Agreement (including, but not limited to, a wholesale discount provided for in Part IV) is based on anticipated Tax savings to BA because it was anticipated that receipts from sales of BA services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the BA services would be sold to SPRINT for resale, and BA is, in fact, required by Applicable Law to pay such Tax on receipts from sales of BA services to SPRINT, then, as between BA and SPRINT, SPRINT shall be liable for, and shall indemnify and hold harmless BA against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either SPRINT or BA with respect to the Tax on BA's receipts.
- (g) All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 16, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 17 as well as to the following:

To Bell Atlantic: Tax Administration
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To SPRINT: Dave Sanchez
Tax Administration
SPRINT Corporation
6500 SPRINT Parkway
Overland Park, KS 66251

Mailstop: KSOPHL0512

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 16. Any notice or other communication shall be deemed to be given when received.

17.0 Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

18.0 Notices

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and shall be sufficiently given if (a) delivered personally, (b) delivered by prepaid overnight express service or (c) delivered by confirmed telecopier transmission with a copy delivered promptly thereafter by U.S. Mail to the following (unless otherwise specifically required by this Agreement to be delivered by other means or to another representative or point of contact and except for notices required in the ordinary course of business):

If to SPRINT:

National Integrated Services
SPRINT Communications Company L.P.
7301 College Blvd.
Kansas City, MO 64114
Attention: Director, Local Market Development - BA Region
Telecopier: (913) 534-6302

with a copy of each notice relating to an action, suit, proceeding or claim to be sent simultaneously to:

SPRINT Communications Company L.P.
401 9th Street, Northwest
Suite 400
Washington, DC 20004
Attention: Director - State Regulatory/Northeast
Telecopier: (202) 585-1894

If to BA:

Director – Interconnection Services
Bell Atlantic Telecom Industry Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Attention: Vice President - Wholesale Markets
Telecopier: (212) 395-7600

with a copy of each notice relating to an action, suit,
proceeding or claim to be sent simultaneously to:

Associate General Counsel – Telecom
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Telecopier: (703) 974-0744

Bell Atlantic – New York
Attn: Sandra Thorn, General Counsel
1095 Avenue of the Americas
Room 3732
New York, NY 10036
Telephone: (212) 395-6515
Telecopier: (212) 597-2560

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy. .

19.0 Confidentiality

- (a) All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:
 - (1) contains customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or

- (2) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or
 - (3) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.
- (b) Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission or courts of competent jurisdiction, as applicable, under a request for a protective order).
- (c) Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:
 - (1) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
 - (2) is or becomes publicly known through no wrongful act of the receiving Party; or
 - (3) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - (4) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to

this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(5) is approved for release by written authorization of the disclosing Party; or

(6) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

(d) Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

(e) Notwithstanding any other provision of this Agreement, the provisions of this Section 19 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

20.0 Number Portability

20.1 Scope

The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

20.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established by the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis on a reciprocal basis in all end offices in New York.

20.2.1 The following steps shall apply: (1) a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"); (2) the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from

Party B; (3) after Party B has received a letter of agency (LOA) from an end user Customer, and sent an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

20.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

20.2.3 When a Customer of Party A ports their telephone number(s) to Party B and the Customer has previously secured a reservation of line number(s) from Party A for possible activation at a future point, these reserved but inactive number(s) may be ported along with the active number(s) to be ported provided the number(s) have been reserved for the Customer. Reserved telephone numbers are non-working telephone numbers assigned to a specific Customer to be used at a later time. The numbers are assigned to the Customer either via Tariff or other contractual arrangement between the Customer and the service provider. Party B may request that Party A port all reserved number(s) assigned to the Customer or that Party A port only those number(s) listed by Party B. As long as Party B maintains reserved but inactive number(s) ported for the Customer, Party A shall not reassign those number(s). Party B shall not reassign the reserved number(s) to another end user Customer.

20.2.4 When a Customer of Party A ports their telephone number(s) to Party B, in the process of porting the Customer's telephone number(s), Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

20.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

20.2.6 Both Parties shall provide updates to the Local Exchange Routing Guide (LERG) at least forty-five days prior to the LNP effective date and will identify the portable switches and NXXs. When an office is equipped with LNP, the NXXs in the office shall be defined as portable, except as noted in 19.2.7, and translations will be changed in the Parties' switches to open those

NXXs for database queries in all applicable LNP capable offices within the LATA of the given switches.

20.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXXs has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

20.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

20.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

20.3.1 Mass Calling Numbers may not use LNP technology but may be ported using NANC approved methods.

21.0 Directory Services Arrangements

Subject to Part II, Section 1.0 and upon request, BA will provide directory and operator services to SPRINT in accordance with the terms set forth herein, to the extent required by the Act. In this Section 21, references to a

SPRINT Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX codes directly assigned to SPRINT or is retained by SPRINT on the Customer's behalf pursuant to Number Portability arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory.

21.1 Directory Listings and Directory Distributions

- 21.1.1 Subject to the provisions of Section 21.0, BA will include the SPRINT Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), as well as in any electronic directories in which BA's own customers are ordinarily included, and directory assistance databases, and will distribute such directories to such Customers in an identical manner in which it provides those functions for its own Customers. Listings of SPRINT's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. SPRINT will pay BA's Tariffed charges, as the case may be, for additional and foreign white page listings and other white pages services for SPRINT's Customers. BA will not require a minimum number of listings per order.
- 21.1.2 Subject to the provisions of Section 21.0, upon request by SPRINT, BA will make available to SPRINT a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to BA's own business offices.
- 21.1.3 Subject to Section 21.0, SPRINT shall provide BA with daily listing information on all new SPRINT Customers in the format required by BA or a mutually-agreed upon industry standard format, at no charge. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. SPRINT will also provide BA with daily listing information showing Customers that have disconnected or terminated their service with SPRINT. BA will promptly provide SPRINT with confirmation of listing order activity, either through a

verification report or a query on any listing which was not acceptable.

- 21.1.4 BA will accord SPRINT's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that access to SPRINT's directory listing information will be used solely for the purpose of providing directory services; provided, however, that should it determine to do so, BA may use or license information contained in its directory listings for direct marketing purposes so long as the SPRINT Customers are not separately identified as such; and provided further that SPRINT may identify those of its Customers that request that their names not be sold for direct marketing purposes, and BA will honor such requests to the same extent as it does for its own Customers. BA will provide compensation to SPRINT when BA includes SPRINT Customers in its directory listing licensed to third parties. Such compensation shall be provided pursuant to the NY PSC No. 916 Tariff.
- 21.1.5 Both Parties shall use commercially reasonable efforts to ensure the accurate listing of SPRINT Customer listings. BA will provide SPRINT with a report of all SPRINT customer listings ninety (90) days prior to the service order close date for that directory. BA will process any corrections made by SPRINT with respect to its listings, provided such corrections are received prior to the close date of the particular directory. BA will provide appropriate advance notice of applicable close dates.
- 21.1.6 SPRINT will adhere to all practices, standards, and ethical requirements of BA with regard to listings. By providing BA with listing information, SPRINT represents to BA that SPRINT has the right to place such listings on behalf of its Customers. BA will provide SPRINT, upon request, a copy of the BA listings standards and specifications manual. SPRINT agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, SPRINT agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other

actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's listing of the listing information provided by SPRINT hereunder. Such indemnification shall not include any errors or omissions caused solely by BA.

- 21.1.7 BA's liability to SPRINT in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by SPRINT for such listing. In addition, SPRINT agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to SPRINT's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations that BA's liability to its own Customers are subject to.

21.2 Service Information Pages

Subject to the provisions of Section 21.0, BA will include all SPRINT NXX codes associated with the areas to which each directory pertains, to the extent it does so for BA's own NXX codes, in any lists of such codes which are contained in the general reference portions of the directories. SPRINT's NXX codes shall appear in such lists in the same manner as BA's NXX information. In addition, when SPRINT is authorized to, and is offering, local service to end-users located within the geographic region covered by a specific directory, at SPRINT request, BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by SPRINT for SPRINT's installation, repair and customer service and other essential local service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. SPRINT will be responsible for providing the necessary information to BA by the applicable close date for the particular directory. BA will provide SPRINT with the close dates and reasonable notice of any changes in said dates. BA shall not charge SPRINT for inclusion of this essential local service-oriented information, but reserves the right to impose charges on other information SPRINT may elect to submit and BA may elect to accept for inclusion in BA's white pages directories.

21.3 Yellow Pages Maintenance

Subject to the provisions of Section 21.0, the Parties agree to work cooperatively to ensure that Yellow Page advertisements purchased by Customers that switch their service to SPRINT (including Customers utilizing SPRINT-assigned telephone numbers and SPRINT Customers

utilizing Number Portability) are maintained without interruption. BA will offer Yellow Pages services to SPRINT Customers on the same basis as they are offered to BA Customers.

21.4 Directory Assistance (DA) and Operator Services (OS)

- 21.4.1 Subject to Section 21.0 and upon request, BA will provide SPRINT with directory assistance and/or IntraLATA operator services in accordance with the rates and terms set forth in the Directory Assistance and IntraLATA Operator Services Agreement appended hereto as Exhibit C.
- 21.4.2 SPRINT shall arrange at its expense the trunking and other facilities required for Interconnection to the designated BA DA and OS switch locations.

21.5 Busy Line Verification and Busy Line Verification Interrupt (BLV/BLVI)

- 21.5.1 BLV permits the operator of one local carrier to request the status of access lines (conversation in progress, available to receive calls, or out of order) that are served by another local carrier. BLVI allows the operator of one local carrier to request interruption of conversation on access lines that have been determined to be in use.
- 21.5.2 Subject to Section 21.0, if either Party ("Carrier A") decides or is required by a regulatory body of competent jurisdiction to offer BLV/BLVI services to enable its Customers to verify and/or interrupt calls of other Customers, the operator bureau of the other Party ("Carrier B") shall accept and respond to BLV/BLVI requests from the operator bureau of Carrier A.
- 21.5.3 The Local Carrier B operator shall only verify the status of the line or interrupt the line to inform the called party that another caller is attempting to reach them. The Local Carrier B operator will not complete the telephone call of the Customer initiating the BLVI request. The Local Carrier B operator will make only one BLVI attempt per operator bureau telephone request, and the applicable charges shall apply whether or not the called Customer releases the line. BLVI cannot be performed on telephone numbers utilizing a "call forwarding" feature. The operator

shall respond to only one telephone number per call on requests for BLVI.

- 21.5.4 Both Parties shall route BLV/BLVI traffic inquiries over separate direct trunk groups (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties respective operator bureaus. Each Party shall offer Interconnection for BLV/BLVI traffic at its operator services switch serving the LATA or other mutually agreed point within the LATA. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architectures in accordance with the terms of Part V of this Agreement. Local Carrier A shall output the appropriate NPA, ATC Code, and Routing Code (operator code) to Local Carrier B.

22.0 Coordinated Service Arrangements

22.1 Intercept and Referral Announcements

When a Customer changes its service provider from BA to SPRINT, or from SPRINT to BA, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than one hundred and eighty days (180) days after the date the Customer changes its telephone number in the case of business Customers and not less than ninety (90) days after the date the Customer changes its telephone number in the case of residential Customers or other time periods as may be required by the Commission. The periods for referral announcement may be shorter if a number shortage conditions is in effect for a particular NXX code.

22.2 Coordinated Repair Calls

SPRINT and BA will employ the following procedures for handling misdirected repair calls:

- 22.2.1 SPRINT and BA will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

- 22.2.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.
- 22.2.3 SPRINT and BA will provide their respective repair contact numbers to one another on a reciprocal basis.

22.3 Customer Authorization

- 22.3.1 Without in any way limiting either Party's obligations under Section 8, each Party shall comply with Applicable Law with regard to Customer selection of a primary Telephone Exchange Service provider.
- 22.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.
- 22.3.3 Without in any way limiting either Party's obligations under Section 8, each Party shall comply with Applicable Law with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. SPRINT shall not access (including, but not limited to, through BA

OSS Services and BA Pre-OSS Services), use, or disclose Customer Proprietary Network Information made available to SPRINT by BA pursuant to this Agreement unless SPRINT has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Law.

By accessing, using or disclosing Customer Proprietary Network Information, SPRINT represents that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. SPRINT shall, upon request by BA, provide proof of such authorization (including a copy of any written authorization)

- 22.3.4 BA shall have the right to monitor and/or audit SPRINT's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by BA to SPRINT pursuant to this Agreement to ascertain whether SPRINT is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor SPRINT's access to and use of Customer Proprietary Network Information that is made available by BA to SPRINT pursuant to this Agreement. To the extent SPRINT provides CPNI to BA, SPRINT shall have the right to monitor and/or audit BA's access to and use and/or disclosure of CPNI that is made available by SPRINT to BA pursuant to the terms described above.

23.0 [Reserved]

24.0 Miscellaneous

24.1 Delegation or Assignment

- (a) Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory

performance under this Agreement and that the proposed assignee is in good standing with BA. Any assignment or delegation in violation of this Section 24.1 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party. Notwithstanding the foregoing, BA consents to the assignment of this Agreement to WorldCom upon completion of the SPRINT/WorldCom merger upon thirty (30) days prior written notice of such assignment to BA; provided that WorldCom qualifies as a Telecommunications Carrier under the Act.

- (b) This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

24.2 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

24.3 Referenced Documents

Unless otherwise specifically provided herein, whenever any provision of this Agreement refers to a technical reference, technical publication, SPRINT Practice, BA Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, SPRINT Practice, BA Practice, or publication of industry standards.

24.4 Governing Law

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of New York other than as to conflicts of laws, except insofar as and to the extent federal law may apply to any aspect of this Agreement, in which case federal law shall govern such aspect. The forum for resolution of any dispute between the Parties shall be the State of New York.

24.5 Publicity and Advertising

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional material without such Party's prior written consent.

24.6 Amendments or Waivers

Except as otherwise provided in this Agreement, no modification, amendment supplement to, or waiver of any provision of this Agreement, shall be effective unless the same is in writing and signed by both Parties. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement neither Party waives any right granted to it pursuant to the Act and/or the Order, except to the extent the Act or the Order permits such rights to be modified or waived and such modification or waiver is expressly set forth herein.

24.7 Severability

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. However, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the invalid or unenforceable provision. If the Parties are unable to agree on such modification within 30 days (or such other period agreed to in writing by the Parties) after the Agreement provision(s) is held to be illegal, invalid or enforceable, such failure to agree shall be submitted for resolution pursuant to Section 17 of the General Terms and Conditions of this Agreement and resolved in accordance with the Dispute Resolution process.

24.8 Entire Agreement

This Agreement, which shall include the Attachments, Appendices, Exhibits and other documents referenced herein including all applicable Tariffs as referenced herein (as in effect from time to time), constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

24.9 Survival of Obligations

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

24.10 Executed in Counterparts

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

24.11 Rates and Charges; Assurance of Payment

- 24.11.1 Except as provided in Part II, and Sections 24.11.2 and 24.11.3 hereof, the rates and charges set forth in Part IV hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.
- 24.11.2 Where there is an applicable and effective Tariff, the rates and charges contained in that Tariff shall apply and prevail over the rates and charges shown in Part IV for the same services, facilities or arrangements.

- 24.11.3 The rates and charges set forth in Part IV shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, or approved by the Commission or the FCC, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction.
- 24.11.4 Upon request by BA, SPRINT shall, at any time and from time to time, provide to BA adequate assurance of payment of amounts due (or to become due) to BA hereunder. Assurance of payment of charges may be requested by BA if SPRINT (a) in BA's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to SPRINT by BA, (c) in BA's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with BA or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at BA's option, consist of (i) a cash security deposit in U.S. dollars held in an account by BA or (ii) an unconditional, irrevocable standby letter of credit naming BA as the beneficiary thereof and otherwise in form and substance satisfactory to BA from a financial institution acceptable to BA, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by BA, for the services, facilities or arrangements to be provided by BA to SPRINT in connection with this Agreement. To the extent that BA opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable BA Tariff or by Applicable Law, interest will be paid on any such deposit held by BA at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. BA may (but is not obligated

to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to SPRINT in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by BA. The fact that a security deposit or a letter of credit is requested by BA hereunder shall in no way relieve SPRINT from compliance with BA's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to BA for the services, facilities or arrangements rendered.

24.12 Joint Work Product

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

24.13 Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 6 of the General Terms and Conditions and Exhibit A (Bona Fide Request Process) of Part II hereof, does it obligate either Party to provide or purchase any services not specifically provided herein.

24.14 No License

24.14.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

24.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability

to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

24.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

24.14.4 SPRINT agrees that the rights granted by BA hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between BA and BA's software vendors in existence on the Effective Date of this Agreement. SPRINT acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to SPRINT.

24.15 Dialing Parity

BA and SPRINT shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

24.16 Insurance

24.16.1 SPRINT shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in Section 10 hereof. At a minimum and without limiting the foregoing covenant, SPRINT shall maintain the following insurance:

- (a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
- (b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.
- (c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
- (d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

24.16.2 SPRINT shall name BA as an additional insured on the foregoing insurance, except with respect to Worker's Compensation Insurance.

24.16.3 SPRINT shall, within two (2) weeks of the Effective Date hereof and at the time of any cancellation, termination, renewal, modification, endorsement or issuance thereafter, furnish certificates of the foregoing insurance acceptable to BA. The certificates of the foregoing insurance shall be sent to: Director - Interconnection Services; Bell Atlantic Telecom Industry Services; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, SPRINT shall require its agents, representatives, and contractors, if any, that may enter upon the premises of BA or BA's

affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates of such insurance. Certificates furnished by SPRINT or SPRINT's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic – New York shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

24.17 Technology Upgrades

Notwithstanding any other provision of this Agreement, BA shall have the right to deploy, upgrade, migrate and maintain its network at its discretion, consistent with Section 26.5. The Parties acknowledge that BA, at its election, may deploy fiber throughout its network. Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. BA shall not be responsible for the cost and expense SPRINT incurs in accommodating such changes in SPRINT's own network.

24.18 Cooperation With Law Enforcement

Either Party may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by that Party hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Neither Party shall have the obligation to inform the Customers of the other Party of such law enforcement requests, except to the extent required by Applicable Law. Each Party will inform the other Party of such law enforcement requests, unless an appropriate governmental authority requests that notice to the other Party be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, BA may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Neither Party will

be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by it to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

24.19 CLEC Certification

Notwithstanding any other provision of this Agreement, BA shall have no obligation to perform under this Agreement until such time as SPRINT has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in New York as a local exchange carrier.

24.20 Authorization

24.20.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

24.20.2 SPRINT is a Limited Liability Company formed under the laws of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

24.20.3 SPRINT represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers.

25.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

25.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

25.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange

Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

- 25.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, SPRINT shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for BA, in all areas where BA and SPRINT service areas overlap, and SPRINT shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.
- 25.4 SPRINT will also designate a Rating Point for each assigned NXX code. SPRINT shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Rating Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.
- 25.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain SPRINT's choices regarding the size of the local calling area(s) that SPRINT may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

26.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

26.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. SPRINT and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement.

26.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or

any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

26.3 Repeated or Willful Interference or Impairment

If Party A reasonably determines that the characteristics, facility, service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment subject to the following:

26.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

26.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

26.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow BA standard procedures for isolating and clearing the outage or trouble. SPRINT and BA may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

26.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish notice at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

27.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C §. 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements).

28.0 BRANDING

BA will provide Branding to the extent required by, and in accordance with, Applicable Law, at applicable rates and charges.

29.0 RESERVATION OF RIGHTS

Nothing contained within this Agreement shall limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority relating or pertaining to either Party's obligations under the Act or this Agreement, including but not limited to the Arbitration Order.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 23rd day of June, 2000.

SPRINT COMMUNICATIONS CO. L.P.

BELL ATLANTIC-NEW YORK

By:_____

By:_____

Printed:_____

Printed: Jeffrey A. Masoner

Title:_____

Title: Vice-President, Interconnection
Services Policy & Planning

PART I: TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

1.0 Resale – Wholesale Rates

1.1 Resale at Retail Rates

BA shall make available to SPRINT for resale all Telecommunications Services, as described in Section 251(b)(1) of the Act, pursuant to the rates, terms and conditions of BA's applicable Tariffs, as may be amended from time to time.

1.2 Resale at Wholesale Rates; Terms of Local Services – General

BA shall make available to SPRINT, for resale at wholesale rates (except as provided below), the Telecommunications Services (As Defined in the Act) that it provides at retail to its non-carrier subscribers (collectively, "Local Services"), subject to and in accordance with the terms and conditions, including discount rates, of BA's New York P.S.C. No. 915 Tariff (as amended or otherwise in effect from time to time, the "Resale Tariff"). Such Local Services shall include those retail services offered to non-carrier subscribers in the NY Region for calls originating (or in case of 800 calls, terminating) in the NY Region. Negotiated terms set forth in this Agreement which are additional to and not in conflict with the Resale Tariff and which deal with the provision of Local Services shall also govern the provision of such Local Services to SPRINT under this Agreement, and such terms may not be changed without the mutual consent of the Parties.

1.3 Additional Terms Governing Resale and Use of BA Services

- (a) SPRINT and BA shall comply with the provisions of this Agreement (including, but not limited to, all applicable BA Tariffs) regarding resale or use of BA services. In addition, SPRINT shall undertake in good faith to ensure that its Customers comply with the provisions of BA's Tariffs applicable to their use of BA's Telecommunications Services.
- (b) Without in any way limiting paragraph (1) above SPRINT shall not resell (a) residential service to business or other nonresidential Customers of SPRINT, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from BA, or (c) any other BA service in violation of any user or user group restriction that may be

contained in the BA Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Law. In addition, SPRINT shall be subject to the same limitations that BA's own retail Customers may be subject to with respect to any Telecommunications Service that BA discontinues offering.

- (c) BA shall not be obligated to offer to SPRINT at a wholesale discount Telecommunications Services that BA offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.
- (d) SPRINT shall not be eligible to participate in any BA plan or program under which BA Customers may obtain products or merchandise, or services which are not BA Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using BA Telecommunications Services.

1.4 Operator Rate Quotes

- 1.4.1 Subject to the provisions of Section 21.0 of the General Terms and Conditions, BA shall provide SPRINT with operator rate quotes ("Real Time Rating") to its Local Services end user customers at the rates, terms and conditions set forth in BA's NY PSC No. 916 Tariff. For purposes of this section, Real Time Rating is the capability that enables a BA operator to provide SPRINT's standard tariff rates to SPRINT's end users, when BA is providing operator services to SPRINT

2.0 Access to Line Information Database

BA shall use its service order process to update and maintain, on the same schedule as it uses for its end users, the SPRINT Customer service information in the Line Information Database ("LIDB"), provided that SPRINT accurately and timely provides BA with the information to be included therein. The BA service order process shall also apply for SPRINT updates for which SPRINT requests expedited processing ("emergency expedites"). In such cases, SPRINT may contact the BA Resale Service Center to request escalation of the emergency expedites.

3.0 Telephone Line Number Calling Cards

Upon rendering of a final bill by BA for BA Local Services to an end-user Customer who has subscribed to SPRINT resold Local Services, BA shall remove any BA-assigned telephone calling card number from the LIDB for such Customer's BA calling card issued in connection with that Customer's local exchange service. Nothing contained in this Agreement shall preclude the marketing of BA calling cards to these end-user Customers, subject to the restrictions set forth in Section 19 of the General Terms and Conditions of this Agreement.

4.0 MLT Testing

Except in exceptional circumstances, as stated below, when a SPRINT customer on a resold line reports a service problem to SPRINT, SPRINT shall perform Mechanized Loop Testing (MLT) on that line prior to reporting the service problem to BA. The parties will work cooperatively to develop a list of exceptional circumstances in which SPRINT need not perform an MLT test, which shall include, but not be limited to circumstances in which the service problem is due to a visually or otherwise readily identifiable service problem (e.g., a downed drop wire) or the applicable BA systems needed to perform an MLT test are not operational. In addition, BA, in its discretion, may perform MLT testing to diagnose a trouble.

5.0 Notice of Customer Disconnect or Loss

BA shall provide to SPRINT a daily report that will notify SPRINT when one of SPRINT's local exchange resale subscribers migrates to another Local Exchange Carrier. To the extent required by Applicable Law, such notice to SPRINT shall be at parity with the notice provided to BA's retail operation.

6.0 Cable Pair and NID Information

On new installs and repairs, BA shall, to the same extent and manner as it provides to its retail customers and at no charge to SPRINT, locate and identify the demarcation point or customer access point as required by Applicable Law.

7.0 Electronic Copies of SAG and Features & Facilities

BA shall make available electronic copies of Street Address Guide ("SAG") and NPA-NXX features and facilities to SPRINT subject to the rates, terms and conditions set forth in the BA NY PSC No. 916 Tariff.

Part II: UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS

1. UNBUNDLED ACCESS

1.0 Subject to Sections 1.1 through 1.4 below, BA shall offer to SPRINT nondiscriminatory access to Network Elements as set forth in Part II, Sections 1.5 through 1.13 on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement but only to the extent provision of such Network Element is required by Applicable Law.

1.1.1 Upon the effective date of the FCC order in CC Docket No. 96-98, released November 5, 1999 ("FCC Remand Order"), BA may terminate the provision of any Network Element (including but not limited to any facility, equipment, feature, function or capability identified in this Agreement as a Network Element) provided pursuant to this Part II, Section 1, except to the extent the provision of a Network Element is required by Applicable law.

1.1.2 Nothing contained in this Agreement shall be deemed to constitute agreement by BA that any item identified in this Agreement as a Network Element is (a) under Applicable Law, a Network Element, or (b) a Network Element BA is required by Applicable Law to provide to SPRINT.

1.2 Notwithstanding anything to the contrary in this Agreement, BA shall be obligated to provide a combination of Network Elements ("Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent BA is required by Applicable Law to provide a Combination to SPRINT, the terms, conditions and prices for the Combination (including, but not limited to, the non-recurring charge to compensate the providing Party for the Combination, terms and conditions defining the Combination and stating when and where the Combination will be available and how it may be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in BA's applicable Tariff. In the absence of an applicable Tariff, prior to provision of such Combination, the Parties will negotiate in good faith and include in this Agreement such terms, conditions, and prices, to the extent required by Applicable Law.

1.3 To the extent BA is required by Applicable Law to provide a Network Element to SPRINT in accordance with the FCC Remand Order or any other applicable and effective FCC Order, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) shall be as provided in an applicable Tariff of BA. In the absence of such a Tariff, prior to BA's provision of such Network Element, the Parties will negotiate in good faith to amend this Agreement, as necessary, so that this

Agreement includes terms, conditions and prices for the required Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair and maintenance, and billing) as required by Applicable Law.

1.4 Nothing contained within this Agreement shall limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority relating or pertaining to BA's obligations under this Agreement.

1.5 BA's Provision of Network Elements

Subject to Section 1.0, BA shall provide SPRINT access to the following:

1.5.1 Local Loops, as set forth in subsection 1.6;

1.5.2 The Network Interface Device, as set forth in subsection 1.7;

1.5.3 Switching Capability, as set forth in subsection 1.8;

1.5.4 Interoffice Transmission Facilities, as set forth in subsection 1.9;

1.5.5 Signaling Links and Call-Related Databases, as set forth in Part V, Section 2.4 and Section 1.10 below;

1.5.6 Operations Support Systems, as set forth in subsection 1.11;

1.5.7 Operator Services and Directory Assistance, as set forth in Part VI; and

1.5.8 such other Network Elements in accordance with subsection 1.13 below.

1.6 Loop Transmission Types

Subject to Section 1.0 and subsection 1.12, BA shall allow SPRINT to access Unbundled Local Loop ("ULL") types unbundled from local switching and local transport as required by Applicable Law, at the rates, terms and conditions set forth in BA's NYPSC No. 916 Tariff, as amended from time to time.

1.6.1 "2-Wire Analog Voice Grade ULL" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat

ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

1.6.2 "4-Wire Analog Voice Grade ULL" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

1.6.3 "2-Wire ISDN Digital Grade ULL" or "BRI ISDN" (Premium Link) which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1998.

1.6.4 2-Wire ADSL-Compatible ULL or ADSL 2W is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. The upstream and downstream ADSL power spectral density masks and dc line power limits in BA TR 72575, Issue 2 must be met. ADSL-compatible local loops are subject to availability.

1.6.5 2-Wire HDSL-Compatible ULL or HDSL 2W consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 2-Wire HDSL-compatible local loops are subject to availability.

1.6.6 4-Wire HDSL-Compatible ULL or HDSL 4W consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in BA TR 72575, Issue 2 must be met. 4-Wire HDSL-compatible local loops are subject to availability.

1.6.7 "4-Wire DS-1-compatible ULL" (Digital Grade Loop) provides a channel which provides 1.544 Mbps digital transmission path between a Customer premises and a SPRINT Collocation node at a BA central office, and is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.

1.6.8 The requirements of BA TR 72575 for ADSL, HDSL, ADSL-2W, HDSL-2W and HDSL-4W Loops as defined in Attachment 1 to this Agreement and as specified in Sections 1.6.4, 1.6.5, and 1.6.6 of this Part II shall apply to the extent that they do not conflict with applicable industry standards. In the event that the Parties disagree as to whether a conflict exists between BA TR 72575 and an applicable

industry standard, the Parties shall seek to resolve the conflict in an acceptable manner that imposes the least costs on them. If the Parties are unable to reach such an acceptable resolution, Section 17.0 of the General Terms and Conditions shall apply.

1.6.9 "Digital Designed Loops" are comprised of designed loops that meet specific SPRINT requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

- A) 2W Digital Designed Metallic ULLs with total loop lengths of 18-30k ft., with options to remove load coils and bridged tap;
- B) 2W ADSL ULLs of 12k to 18k ft. with an option to remove bridged tap;
- C) 2W ADSL ULLs of less than 12k ft. with an option to remove bridged tap;
- D) 2W HDSL ULLs of less than 12k ft. with an option to remove bridged tap;
- E) 4W HDSL ULLs of less than 12k ft with an option to remove bridged tap;
- F) 2 W Digital Designed Metallic ULLs with BA-placed ISDN loop extension electronics; and

BA shall make Digital Designed Loops available to SPRINT pursuant to the BA NY PSC No. 916 Tariff.

BA shall support national standard NC/NCI codes for ordering UNE Loops.

1.6.9.1 BA shall offer access to Digital Designed Loop information, subject to the rates, terms and conditions specified in BA's NY PSC No. 916 Tariff. To the extent that accurate records are available for a specified Loop, the following information shall be provided as of the Effective Date, to the extent required by Applicable Law:

- (a) In response to a Mechanized Loop Qualification query, BA shall indicate whether the unbundled digital Loop is qualified for ADSL/HDSL, and the total metallic Loop length (including bridged tap). After the Effective Date, at a time prior to the end of the year 2000 to be designated by BA, BA intends to provide additional information in response to the Mechanized Loop Qualification query. Such additional information shall indicate the presence of digital loop carrier, load coils, and spectrum interferers, as applicable to the specified Loop, and subject to the availability of accurate records.

- (b) In response to a Manual Loop Qualification query, BA shall indicate whether the unbundled digital Loop is qualified for ADSL/HDSL, the total metallic Loop length (including bridged tap), and the presence of digital Loop carrier, load coils, and spectrum interferers, as applicable to the specified Loop, and subject to the availability of accurate records.
- (c) In response to an Engineering Query, and subject to the availability of accurate records, BA shall indicate whether the unbundled digital Loop is qualified for ADSL/HDSL, the total metallic Loop length (including bridged tap), the presence and location of digital Loop carrier, the number and location of load coils, the presence of spectrum interferers, the amount and location of bridged tap, the wire gauge at specified locations, and the presence of pair gain devices or other electronics as applicable to the specified Loop.

1.7 Network Interface Device

Subject to Section 1.0 and at the request of SPRINT, BA shall permit SPRINT to connect a carrier's loop to the Inside Wiring of a Customer's premises through BA's Network Interface Device (NID) as required by Applicable Law, at the rates, terms and conditions set forth in BA's NYPSC No. 916 Tariff, as amended from time to time.

1.8 Unbundled Switching Elements

Subject to Section 1.0, BA shall make available to SPRINT the local Switching Element and Tandem Switching Element unbundled from transport, local loop transmission, or other services in accordance with Applicable Law, at the rates, terms and conditions set forth in PSC Tariff No. 916, as amended from time to time.

1.9 Unbundled Inter Office Facilities

Subject to Section 1.0, BA shall provide SPRINT access to an interoffice transmission path of a fixed capacity between designated central offices that is unbundled from switching, unbundled multiplexers, and any other network elements in accordance with all Applicable Law, at the rates, terms and conditions set forth in BA's NYPSC No. 916 Tariff, as amended from time to time.

1.10 Databases and Signaling

Subject to Section 1.0, BA shall provide SPRINT with interfaces to access BA's databases, including LIDB and toll-free service access codes (e.g., 800/888/877), and

associated signaling necessary for the routing and completion of SPRINT's traffic through the provision of SS7 under its applicable Tariffs.

1.11 Operations Support Systems

BA shall provide SPRINT with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing pursuant to the BA NY PSC No. 916 Tariff as soon as practicable. All such transactions shall be submitted by SPRINT through such electronic interfaces.

1.12 Limitations on Unbundled Access

1.12.1 Subject to the provisions of this Section 1, BA shall only be required to provide ULLs and Ports where such Loops and Ports are available.

1.12.2 BA shall permit SPRINT to access BA's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Part III at the BA Wire Center where those elements exist, and each ULL or Port shall, in the case of Collocation, be delivered to SPRINT's Collocation node by means of a Cross Connection or Strapping. In addition to providing SPRINT with access to such BA unbundled Network Elements through Collocation, upon SPRINT's written request, BA shall permit SPRINT to access BA's unbundled Network Elements specifically identified in this Agreement through any technically feasible arrangements needed to accommodate the specific switching and transport configurations SPRINT plans to use, subject to appropriate rates and charges. If any disputes arise between the Parties concerning the specific configurations SPRINT requests, or the rates to be charged, the Parties shall resolve such disputes in accordance with Section 17.0 of the General Terms and Conditions of this Agreement.

1.12.3 BA shall provide SPRINT access to its ULLs at each of BA's Wire Centers for loops terminating in that Wire Center. In addition, if SPRINT orders one or more ULLs provisioned via Integrated Digital Link Carrier or Remote Switching technology deployed as a ULL concentrator, BA shall, where available, move the requested ULL(s) to a spare, existing physical ULL at no additional charge to SPRINT. If a spare, existing physical facility is available to provide the requested ULL, three (3) business days shall be added to the standard ULL provisioning interval for such ULL, subject to the provisions of Section 12 of the General Terms and Conditions. If there are no existing facilities available to provide the requested ULL, BA shall notify SPRINT within three (3) business days.

1.12.4 If as the result of SPRINT Customer actions, (i.e., Customer Not Ready ("CNR")), BA cannot complete requested work activity when a technician has been dispatched to the site, SPRINT will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the Service Order charge and Premises Visit Charge as specified in BA's applicable Tariff.

EXHIBIT G
(Part II of II)

1.13 Availability of Other Network Elements on an Unbundled Basis

1.13.1 BA shall, upon request of SPRINT, and to the extent required by Applicable Law, provide to SPRINT access to its Network Elements on an unbundled basis for the provision of SPRINT's Telecommunications Service. Any request by SPRINT for access to a BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request.

1.13.2 A Network Element obtained by one Party from the other Party under this subsection 1.13 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

1.13.3 Notwithstanding anything to the contrary in this subsection 1.13, a Party shall not be required to provide a proprietary Network Element to the other Party under this subsection 1.13 except as required by Applicable Law.

1.14 Conversion of Live Telephone Exchange Service to Analog 2W Unbundled Local Loops

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to Analog 2W unbundled Local Loops ("Analog 2W ULL"s). These procedures shall apply for the "live" cutover of Customers from BA to SPRINT.

1.14.1 Subject to approval by the Department, coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W ULLs. When an outside dispatch is required to perform a conversion, additional charges may apply. If SPRINT does not request a coordinated cutover, BA will process SPRINT's order as a new installation subject to applicable standard provisioning intervals.

1.14.2 SPRINT shall request Analog 2W ULL(s) for coordinated cutover from BA by delivering to BA a valid electronic Local Service Request ("LSR"). BA agrees to accept from SPRINT the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the BA Regional CLEC Control Center ("RCCC") and subject to the availability of BA's work force. In the event that BA's work force is not available, SPRINT and BA shall mutually agree on a New Conversion Time, as defined below. SPRINT shall designate the Scheduled Conversion Time subject to BA standard provisioning intervals as stated in the BA CLEC Handbook, as may be revised from time to time. Within two (2) business days of BA's receipt of such valid LSR, or as otherwise required by Applicable Law, BA shall provide SPRINT the firm order

commitment ("FOC") date by which the Analog 2W ULL(s) covered by such LSR will be converted.

1.14.3 SPRINT shall provide dial tone at the SPRINT Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

1.14.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W ULL shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

1.14.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

- (i) If BA requests to reschedule outside of the one (1) hour time frame above, the Analog 2W ULL Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from SPRINT; and
- (ii) If SPRINT requests to reschedule outside the one (1) hour time frame above, SPRINT shall be charged an additional Analog 2W ULL Service Order Charge for rescheduling the conversion to the New Conversion Time.

1.14.5 If SPRINT is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If BA is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, BA and SPRINT will reschedule and, upon request from SPRINT, BA will waive the Analog 2W ULL Service Order Charge for the original Scheduled Conversion Time.

1.14.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W ULL to SPRINT is fifteen (15) minutes per Analog 2W ULL for all orders consisting of twenty (20) Analog 2W ULLs or less. Orders involving more than twenty (20) ULLs will require a negotiated interval.

1.14.7 For conversions involving LNP, the conversion will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

1.14.8 If SPRINT requires Analog 2W ULL conversions outside of the regularly scheduled BA RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

1.15 Maintenance of Unbundled Network Elements

If (a) SPRINT reports to BA a Customer trouble, (b) SPRINT requests a dispatch, (c) BA dispatches a technician, and (d) such trouble was not caused by BA facilities or equipment in whole or in part, then SPRINT shall pay BA a charge set forth in Part IV for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by SPRINT is not available at the appointed time. SPRINT accepts responsibility for initial trouble isolation and providing BA with appropriate dispatch information based on its test results. If as the result of SPRINT instructions, BA is erroneously requested to dispatch to a site on BA company premises ("dispatch in"), a charge set forth in Part IV will be assessed per occurrence to SPRINT by BA. If as the result of SPRINT instructions, BA is erroneously requested to dispatch to a site outside of BA company premises ("dispatch out"), a charge set forth in Part IV will be assessed per occurrence to SPRINT by BA. BA agrees to respond to SPRINT trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail customers or to any other similarly initiated Telecommunications Carrier.

1.16 Cooperative Testing

The Parties agree to coordinate and perform cooperative testing of unbundled digital Loops according to the process established by the Commission's DSL Collaborative in case 97-C-0271 and implemented as of September 15, 1999, as such process may be amended, revised or changed from time to time by the DSL Collaborative.

1.17 Spectrum Management

The Parties shall conform to national Spectrum Management standards after such national standards are adopted by the ATIS industry forum. BA Spectrum Management standards and practices shall apply until national Spectrum Management standards are adopted by the ATIS industry forum or as otherwise specified in this Section 1.17. Following the ATIS industry forum's adoption of national Spectrum Management standards, SPRINT will send BA a letter notifying BA of such adoption. Within sixty (60) days of its receipt of SPRINT's notification letter, BA shall reply in writing to SPRINT with

a listing of those BA Spectrum Management standards that shall continue to apply as exceptions or in addition to the national Spectrum Management standards ("BA Exceptions or Additions"). If SPRINT disagrees with the continued application of any BA Exceptions or Additions, the provisions of Section 17.0 of the General Terms and Conditions governing dispute resolution shall apply. The BA Exceptions or Additions shall apply pending conclusion of the dispute resolution process.

EXHIBIT A to Part II

Bona Fide Request Process

1. The following process shall be used to promptly consider and analyze requests by SPRINT for Network Elements required to be provided under the Act which are not specifically identified in this Agreement. These requests by SPRINT shall hereinafter be referred to as "Bona Fide Requests."
2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
3. Within ten (10) business days of receipt, BA shall acknowledge receipt of the Bona Fide Request.
4. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BA shall provide to SPRINT a preliminary analysis in writing of such Bona Fide Request (hereinafter referred to as a "Preliminary Analysis") at no charge to SPRINT. The Preliminary Analysis shall (i) state whether the Network Element requested by SPRINT is readily or currently available, and if so, confirm that BA will promptly offer access to the Network Element or (ii) provide an explanation that access to the Network Element is not technically feasible or available and/or that the request does not qualify as a Network Element that is required to be provided by BA under the Act. In the case of clause (ii) above, the Parties shall undertake good faith negotiations to redefine the request, and in the event of impasse either Party may seek relief pursuant to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions of this Agreement.
5. Once the Parties have agreed that the provision of a Network Element requested in the Bona Fide Request is technically feasible and otherwise qualifies under the Act, if SPRINT wishes NYNEX to proceed with developing the Bona Fide Request, it shall submit a written request for a quote and provide payment to BA for the preparation of such quote (hereinafter referred to as a "BFR Quote"). Within 90 days of such request by SPRINT to proceed and payment therefor, BA shall complete the development of the BFR Quote for the Network Element requested in the Bona Fide Request, including availability, applicable prices and installation intervals.
6. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
7. Within ninety (90) days of its receipt of the BFR Quote, SPRINT must confirm its order for the Bona Fide Request pursuant to the BFR Quote or seek relief

pursuant to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions of this Agreement.

8. If a Party believes that the other Party is not requesting, negotiating or processing a Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party shall seek relief pursuant to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions of this Agreement.
9. SPRINT may cancel its Bona Fide Request at any time upon written notice to BA, subject to the following: (i) if such cancellation notice is received after the submission by BA to SPRINT of the Preliminary Analysis, but before SPRINT requests a BFR Quote, SPRINT shall not be liable to BA for reimbursement of any costs incurred by BA and (ii) if such cancellation notice is received after SPRINT submits its request for a BFR Quote, but before the BFR Quote is rendered by BA to SPRINT, SPRINT shall be liable to BA for reimbursement of all actual costs incurred by BA in connection with developing such BFR Quote up until its receipt of such notice of cancellation; provided, however, that if such notice of cancellation is received after the receipt by SPRINT of the BFR Quote, the amount for which SPRINT shall be liable pursuant to clause (ii) of this paragraph 9 shall not exceed the lesser of the actual costs incurred by BA or the estimate in the BFR Quote plus 20%.

PART III: SERVICE DESCRIPTION -- ANCILLARY FUNCTIONS

1.0 Intentionally Omitted

2.0 Collocation – Section 251(c)(6)

- 2.1 BA shall provide Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission. Such Collocation shall be provided pursuant to applicable federal and state Tariffs as amended from time to time.
- 2.2 BA shall offer to SPRINT Physical Collocation of equipment necessary for Interconnection (pursuant to Part IV) or for access to unbundled Network Elements (pursuant to Part II), except that BA may offer only Virtual Collocation if so permitted under Applicable Law, including, without limitation, if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251 (c)(6) of the Act.
- 2.3 [Reserved].
- 2.4 In the course of implementing a Collocation project, BA shall:
 - (a) identify the Collocation project manager assigned to the project;
 - (b) develop a written comprehensive “critical tasks” timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and
 - (c) provide SPRINT with the relevant engineering requirements.
- 2.5 The Collocating Party shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

PART IV: PRICING SCHEDULE

INTRODUCTION TO NEW YORK PRICING SCHEDULE

PART IV contains rates the Parties shall charge on a reciprocal basis for the specific services identified herein.

Except as otherwise provided for in this Agreement, as the New York Public Service Commission approves permanent rates in NYPSC Case Nos. 95-C-0657, 94-C-0095 and 91-C-1174, those rates shall apply to any network element or service provided by BA to SPRINT under this Agreement.

If the Commission approves additional or different rates and/or rate structures at a later time, unless otherwise agreed to by the Parties herein, the rates and/or rate structures established by the Commission at a later time shall become the rates and/or rate structures established herein.

The Parties agree that those rates and/or rate structures shall be applied prospectively only.

BELL ATLANTIC - NEW YORK
AND
SPRINT COMMUNICATIONS COMPANY, L.P.
PRICING SCHEDULE

I. Call Transport & Termination

Reciprocal Compensation for call termination:			
1(a)	Blended Rate for Reciprocal Compensation Traffic and, to the extent required by Applicable Law, Internet Traffic delivered to a BA-IP or to a SPRINT IP		\$0.0066/minute of use (mou) ¹ charged in accordance with Part V, Section 2 of this Agreement.

¹ Reciprocal Compensation for call termination

A. Charges by BA

(a) Reciprocal Compensation Traffic and Internet Traffic delivered to a BA Tandem shall be billed according to Section I.1(b) of this Part IV.

(b) Reciprocal Compensation Traffic and Internet Traffic delivered directly to terminating BA End Office shall be billed according to Section I.1(b) of this Part IV.

B. Charges by SPRINT

1. Multiple-tiered interconnection structure:

(a) Reciprocal Compensation Traffic and Internet Traffic delivered to a SPRINT Tandem shall be billed according to Section I.1(b) of this Part IV.

(b) Reciprocal Compensation Traffic and Internet Traffic delivered to a SPRINT End Office shall be billed according to Section I.1(b) of this Part IV.

2. Single-tiered interconnection structure ("Blended Rate"):

SPRINT's rates for the termination of BA's Reciprocal Compensation Traffic and Internet Traffic to SPRINT under the single-tiered interconnection structure shall be recalculated at intervals no more frequent than every six (6) months, or whenever there is a Commission ruling changing the underlying tariffed rates

utilized to calculate the Blended Rate, beginning six (6) months from the Effective Date (the "Rate Determination Date"). The SPRINT rate shall be calculated (using the formula set forth below) based upon the traffic data of the quarter immediately preceding such Rate Determination Date, except for the first six months of the Agreement, when such rate shall be the initial Rate as set forth in I.1(a) of this Part IV.

The methodology for recalculating the Reciprocal Compensation rate is as follows:

- (a) Time of Day Definitions Per NYPSC No. 914 Tariff, as amended from time to time
- (b) Base Rates – Per Minute of Use Per I.1(b) of this Part IV
- (c) Formula for determining Reciprocal Compensation:

(%Day Traffic + %Evening Traffic + % Night Traffic = 100% for each Party)

STEP 1: Determine Tandem/End Office percentage:

$$\% \text{ Tandem} = \frac{\text{SPRINT minutes delivered to BA Tandem}}{\text{Total SPRINT originated minutes}}$$

$$\% \text{ End Office} = \frac{\text{SPRINT minutes delivered to BA End Office}}{\text{Total SPRINT originated minutes}}$$

STEP 2: Determine average rate:

$$\begin{aligned} & \frac{\text{BA-originated Day minutes} * \% \text{ Tandem} * \text{Tandem Day Rate}}{\text{Total BA-originated minutes}} \\ & + \\ & \frac{\text{BA-originated Evening minutes} * \% \text{ Tandem} * \text{Tandem Evening Rate}}{\text{Total BA-originated minutes}} \\ & + \\ & \frac{\text{BA-originated Night minutes} * \% \text{ Tandem} * \text{Tandem Night Rate}}{\text{Total BA-originated minutes}} \\ & + \\ & \frac{\text{BA-originated Day minutes} * \% \text{ End Office} * \text{End Office Day Rate}}{\text{Total BA-originated minutes}} \end{aligned}$$

1(b)	Rate for Reciprocal Compensation Traffic and Internet Traffic delivered to a BA-IP or to a SPRINT IP: End Office rate ("Meet Point A Arrangement") Tandem rate ("Meet Point B Arrangement").		Charged in accordance with NYPSC No. 914 Tariff, as amended from time to time, and Part V, Section 2 of this Agreement.
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$$\begin{aligned}
 & \text{Total BA-originated minutes} \\
 & + \\
 & \frac{\text{BA-originated Evening minutes} * \% \text{ End Office} * \text{End Office Evening Rate}}{\text{Total BA-originated minutes}} \\
 & + \\
 & \frac{\text{BA-originated Night minutes} * \% \text{ End Office} * \text{End Office Night Rate}}{\text{Total BA-originated minutes}}
 \end{aligned}$$

C. Miscellaneous Notes

1. Subject to Part V, Section 2, the SPRINT termination rate under the single-tiered interconnection structure set forth above is intended to be a Reciprocal Compensation Traffic and Internet Traffic termination rate for Interconnection to the SPRINT-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by BA to SPRINT under the two-tiered Reciprocal Compensation Traffic and Internet Traffic termination rate structure described above. Under this single-tiered Interconnection structure, the SPRINT termination rate for Reciprocal Compensation Traffic and Internet Traffic is also intended to provide financial incentives to SPRINT to deliver traffic directly to BA's terminating End Offices once SPRINT's traffic volumes reach an appropriate threshold. The Parties agree that the Reciprocal Compensation rate(s) set forth herein recover a reasonable approximation of each Party's additional costs of terminating calls that originate on the network facilities of the other Party.

2.	Access charges for termination of intrastate and interstate Toll Traffic	Per BA FCC No. 11 interstate and NYPSC No. 918 intrastate access Tariffs as amended from time to time (charges may be based on PLU and PIU factors, as appropriate, subject to Part V, Section 2 of this Agreement)
3.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per NYPSC No. 914 Tariff, as amended from time to time, in accordance with Part V of this Agreement.
4.	Entrance facilities, and transport, as appropriate, for Switched Exchange Access Services at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per BA FCC No. 11 interstate and NY PSC No. 918 intrastate access Tariffs, as amended from time to time, in accordance with Part V of this Agreement.

II. Intrastate Collocation

Intrastate Collocation services shall be charged at rates found in the NYPSC No. 914 Tariff, as amended from time to time.

III. Billing and Collection Fees and Information Services Arrangements:

- A. Information Service Billing Fee ("IP B&C Fee") \$0.05 per call
- B. Variable-rated Information Services rates:
 - (1) Access to BA IP Switching Platform \$0.03 per minute of use
 - (2) BA IP Rating Service \$0.03 per message
- C. Alternately Billed Calls \$0.05 per call

IV. Transit Service

A. Tandem Transit Service

The rates for Tandem Transit Service are as set forth in NYPSC No. 914 Tariff, as amended from time to time.

V. Service Provider Number Portability Database Service

Service Provider Number Portability Database Service shall be charged at rates set forth in the BA FCC No. 11 Tariff as amended from time to time.

VI. Unbundled Database Access

A. 800/888 Database

Reciprocal Compensation (refer to I above) charges for toll free service access code calls that are eligible for Reciprocal Compensation shall be charged by the originating Party to the toll free service access code service provider. Applicable Switched Exchange Access Service charges shall be charged to the toll free service access code service provider according to BA's FCC No. 11 Tariff or BA's NY PSC No. 918 Tariff, as amended from time to time.

800 Database inquiry: as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

B. LIDB

LIDB Database Query as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

VII. Unbundled Local Loops

Rates for all ULL types are as set forth in the NYPSC No. 916 Tariff, as amended from time to time, subject to the provisions of Part II of this Agreement.

VIII. Unbundled Network Interface Device

Rates for unbundled network interface device as set forth in the NYPSC No. 916 Tariff, as amended from time to time, subject to the provisions of Part II of this Agreement.

IX. Unbundled IOF

Rates for all unbundled IOF elements are as set forth in the NYPSC No. 916 Tariff, as amended from time to time, subject to the provisions of Part II.

X. Unbundled Common Channel Signaling and Call-Related Database Access

Rates for all unbundled Common Channel Signaling and Call-related Database Access are as set forth in the NYPSC No. 916 Tariff, as amended from time to time, subject to the provisions of Part II.

XI. Operations Support Systems

A. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements, are as set forth in the NYPSC No. 916 Tariff, as amended from time to time, subject to the provisions of Part II.

B. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale, are as set forth in the NYPSC No. 915 Tariff, as amended from time to time, subject to the provisions of Part I.

C. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Interconnection, are as set forth in the NYPSC No. 914 Tariff, as amended from time to time, subject to the provisions of Part V.

XII. 911/E911 Interconnection

Rates for interconnection to BA 911 or E911 hub tandem and access to subtending PSAPS are as set forth in the NYPSC No. 914 , as amended from time to time.

XIII. Wholesale Discounts

Wholesale discounts are as set forth in the NYPSC Tariff No. 915, as amended from time to time.

Month- to- month discounts:

- A. Where SPRINT purchases BA-provided Operator Services
 - (1) Business
 - (2) Residence
- B. Where SPRINT does not purchase BA Operator Services
 - (1) Business
 - (2) Residence

XIV. Directory Assistance and Operator Services

Rates for Directory Assistance and Operator Services are as set forth in the NYPSC No. 916 Tariff, as amended from time to time. With respect to Directory Assistance Call Completion (DACC), Inward Operator Services, 0+/Mechanized Operator Calls, and 0-/Operator Handled Calls, these rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges set forth in the NYPSC No. 916 Tariff, as amended from time to time.

A. Directory Assistance

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

B. Inward Operator Services #

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

C. 0+/Mechanized Operator Calls #

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

D. 0- Operator Handled Calls #

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

E. Operator Emergency Bulletin Service

- Per 132 LATA bulletin, per year \$81.18

F. TOPS Trunk Ports

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

G. IOF mileage for Dedicated Trunk

Rates are as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

XV. Customer Usage Detail Charges:

Rates for Customer Usage Detail are as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

XVI. Time and Materials Charges

Rates for Time and Materials are as set forth in the NYPSC No. 916 Tariff, as amended from time to time.

XVII. Unbundled Local Switching

Rates for all unbundled local switching elements are as set forth in the NYPSC No. 916 Tariff, as amended from time to time, subject to the provisions of Section 11.

XVIII. Unbundled Tandem Switching

Rates for all unbundled tandem switching elements are as set forth in the NYPSC No. 916 Tariff, as amended from time to time, subject to the provisions of Section 11.

PART V: INTERCONNECTION

1.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

1.1 BA shall provide SPRINT with Interconnection services pursuant to BA's NY PSC No. 914 Tariff, as amended from time to time. Sprint shall provide interconnection to BA pursuant to an effective Sprint Interconnection tariff approved by the Commission.

1.2 Each Party's available interconnection points as of the Effective Date are set forth on Schedule 1.2 appended to this Part V. Upon request from BA, SPRINT shall allow BA to interconnect at any technically feasible point(s) BA chooses to deliver traffic to SPRINT, provided that BA bears its costs of constructing and maintaining the facilities necessary to deliver traffic to such technically feasible point(s). Schedule 1.2 shall be amended to include such additional technically feasible interconnection points. Subject to but only to the extent required by Applicable Law, the Reciprocal Compensation rates specified in Part IV of this Agreement shall apply, pursuant to Part V, Section 2.7, at each Party's respective interconnection points to Reciprocal Compensation Traffic and Internet Traffic delivered by the other Party. No additional charges shall apply for the termination of such traffic..

1.4 Alternative Interconnection Arrangements

1.4.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement which may include a SONET backbone with an electrical interface at the DS-3 level in accordance with the terms of this subsection 1.4. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party's IP at rates set forth in Part IV.

1.4.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both

Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

1.4.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

1.4.4 SPRINT and BA shall work cooperatively to install and maintain a reliable network as agreed pursuant to Section 1.4.2. SPRINT and BA shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

1.4.5 SPRINT and BA shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

2.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

2.1 Scope of Traffic

This Section 2 prescribes parameters for trunks used for the transmission and routing of terminating Reciprocal Compensation Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and in accordance with BA's applicable Tariffs, InterLATA Toll Traffic between their respective Telephone Exchange Service customers pursuant to Section 251 (c)(2) of the Act, and Internet Traffic ("Traffic Exchange Trunks").

2.2 Trunk Group Connections and Ordering

2.2.1 One-way Traffic Exchange Trunk group connections will be made at a DS-3 or DS-1 level. Subject to agreement of the Parties, higher speed connections may be made, when and where available, in accordance with the Joint Process prescribed in Section 14 of the General Terms and Conditions of this Agreement.

2.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

2.2.3 Unless mutually agreed to by both Parties, each Party will send a Carrier Identification Code and outpulse ten (10) digits to the other Party.

2.2.4 In the event the traffic volume on any one-way trunk group between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS-1, the originating Party will establish new one-way direct trunk groups to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process.

2.2.5 Each Party will use commercially reasonable efforts to monitor the trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques where practical.

2.2.6 Two-Way Traffic Exchange Trunks. BA-NY shall provide SPRINT two-way Traffic Exchange Trunks pursuant to the rates, terms and conditions specified in the NYPSC No. 914 Tariff, as amended from time to time, subject to the additional terms set forth below:

- (a) Prior to requesting two-way Traffic Exchange Trunks, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS information, and the Parties shall agree on the appropriate initial number of Two-way Meet Point A (high usage) and Meet Point B (final) Traffic Exchange Trunks and the interface specifications at the Point of Interconnection ("POI").
- (b) The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Meet Point A and Meet Point B two-way Traffic Exchange Trunks to determine the need for new trunk groups and to plan any necessary changes to the number of two-way Traffic Exchange Trunks.
- (c) On a semi-annual basis, SPRINT shall submit a good faith forecast to BA-NY of the number of Meet Point A and Meet Point B two-way Traffic Exchange Trunks to BA-NY that SPRINT anticipates will be required during the ensuing two (2) year period. Such trunk forecasts shall conform to the BA-NY CLEC trunk forecasting guidelines as in effect from time to time, subject to Section 14 of the General Terms and Conditions.
- (d) Two-Way Traffic Exchange Trunks will have SS7 Common Channel Signaling with B8ZS and Extended Super Frame (ESF), where available.

- (e) With respect to Meet Point A two-way Traffic Exchange Trunks, both Parties shall use an economic CCS equal to five (5).
- (f) In the event the traffic volume between a BA-NY End Office and the SPRINT POI at any time exceeds the CCS busy hour equivalent of one (1) DS-1 based on an industry standard study period, SPRINT shall promptly submit an ASR to BA-NY to establish a new Meet Point A two-way Traffic Exchange Trunks to the applicable End Office(s). In the event that appropriate data is not available to make such a determination, the Parties shall use a threshold of 200,000 combined minutes of use per month as a trigger.
- (g) Meet Point B two-way Traffic Exchange Trunk groups which connect to a BA-NY access Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.005.
- (h) Meet Point B two-way Traffic Exchange Trunk groups which connect to a BA-NY local tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01.
- (i) SPRINT shall be responsible for determining and ordering the number of two-way Traffic Exchange Trunks that it requires. SPRINT shall submit ASRs, from time to time, to BA-NY setting forth the number of two-way Traffic Exchange Trunks that it is ordering and the dates by which SPRINT wishes to have such two-way Traffic Exchange Trunks installed. SPRINT shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect or amended from time to time. In the event BA-NY observes inadequate performance on the two-way Traffic Exchange Trunks and SPRINT has not notified BA-NY that it has acted to correct such inadequate performance, BA-NY may submit to SPRINT a Trunk Group Service Request requesting that SPRINT remedy the performance problem.
- (j) If a Meet Point B two-way Traffic Exchange Trunk group(s) reach(es) a utilization level of sixty percent (60%) based on an industry standard study period, the Parties shall review such Traffic Exchange Trunk group(s) to determine whether it should be augmented. If a Meet Point B two-way Traffic Exchange Trunk group(s) reach(es) a utilization level of eighty percent (80%) based on an industry standard study period, SPRINT shall promptly augment such Traffic Exchange Trunk group(s) by submitting an ASR for additional trunks sufficient to attain a utilization level of approximately sixty percent (60%), unless both Parties agree that additional trunks are not required. If a Meet Point B two-way Traffic Exchange Trunk group(s) has a utilization level of less than sixty percent (60%) for three (3) consecutive calendar study months, SPRINT shall promptly submit an ASR to disconnect a sufficient number of Traffic

Exchange Trunks to attain a utilization level of approximately sixty percent (60%), unless the Parties agree that Traffic Exchange Trunks should not be disconnected. The Parties agree to use the traffic data analysis system utilized by BA-NY to calculate the utilization percentages.

- (k) The performance standard on Meet Point B two-way Traffic Exchange Trunks shall be such that no Traffic Exchange Trunk group will exceed the blocking design objectives in (g) and (h), respectively, for three (3) consecutive calendar study months.
- (l) Upon BA's request, SPRINT shall submit a written report to BA-NY monthly setting forth trunk utilization information.
- (m) Two-way Traffic Exchange Trunks shall be from a BA-NY End Office or Tandem to a mutually agreed upon POI.
- (n) As BA-NY will not be in control of the timing and sizing of the two-way Traffic Exchange Trunks between its network and SPRINT's network, performance on these two-way Traffic Exchange Trunks groups shall be excluded from any performance measurements and remedies and the calculation of potential bill credits or payments under BA's Amended Performance Assurance Plan, except for missed installation appointments for which BA-NY is solely responsible.
- (o) Upon three (3) months prior written notice, either Party may withdraw its traffic from a two-way Traffic Exchange Trunk group and install one-way trunking to the other Party's Point(s) of Traffic Exchange. Once either Party has withdrawn its traffic from any of the two-way Traffic Exchange Trunks pursuant to this paragraph (o), that Party shall no longer be responsible for any rates and charges applicable to such two-way Traffic Exchange Trunks.
- (p) Both Parties shall use either a DS1 or DS3 interface at the POI for two-way Traffic Exchange Trunks. DS3 interfaces shall include a 3/1 multiplexer. Upon mutual agreement, the Parties shall use higher speed interfaces at the POI where available.
- (q) Notwithstanding any other provision of this Agreement, two-way Traffic Exchange Trunks shall only carry Reciprocal Compensation Traffic and Internet Traffic.
- (r) Two-way Traffic Exchange Trunks and associated facilities utilized hereunder shall be provided by BA-NY (through submission of ASRs by SPRINT), unless both Parties agree otherwise.

- (s) If SPRINT materially breaches a material term in this Part V, Section 2.2.6, and has not remedied such breach within thirty (30) day of written notice thereof, BA-NY may cease provisioning two-way Traffic Exchange Trunks to SPRINT under this Agreement.
- (t) Any Meet Point B two-way Traffic Exchange Trunk group between the SPRINT POI and a BA-NY Tandem shall be limited to a maximum of 672 trunks (DS-3) unless otherwise agreed to by the Parties. In the event that any Meet Point B two-way Traffic Exchange Trunk group exceeds the DS-3 level, SPRINT shall promptly submit an ASR to BA-NY to establish new or additional Meet Point A Trunk groups to insure that any Meet Point B two-way Traffic Exchange Trunk group does not exceed the DS-3 level.
- (u) SPRINT will route its traffic to BA-NY over the Meet Point A and/or Meet Point B two-way Traffic Exchange Trunks in accordance with industry standards, including but not limited to those industry standards requiring that a call from SPRINT to a BA-NY End Office will first be routed to the Meet Point A trunk groups between the SPRINT POI and the BA-NY End Office.
- (v) As part of the Joint Planning Meeting, the Parties shall, upon mutual agreement, establish project intervals and establish a conversion process by which SPRINT may request to convert existing one-way Traffic Exchange Trunks to Meet Point A and Meet Point B two-way Traffic Exchange Trunks.
- (w) The proportionate Percentage of Use ("PPU") shall apply to the appropriate monthly and non-recurring charges specified in the PSC No. 914 Tariff, in accordance with the terms of that Tariff, for two-way Traffic Exchange Trunks between the BA-NY IP(s) and the SPRINT IP(s).

2.3 Switching System Hierarchy and Trunking Requirements

For purposes of routing SPRINT traffic to BA, the subtending arrangements between BA Tandem Switches and BA End Office Switches shall be the same as the Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to SPRINT, the subtending arrangements between SPRINT Tandem Switches (or functional equivalent) and SPRINT End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which SPRINT maintains for the routing of its own or other carriers' traffic.

2.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 1.10 of Part II.

2.5 Grades of Service

The Parties shall engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Process as set forth in Section 14 of the General Terms and Conditions.

2.6 Measurement and Billing

2.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

2.6.1.1 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Reciprocal Compensation rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Part IV and applicable Tariffs, for which CPN is passed. For any remaining (up to 5%) calls without CPN information the receiving Party shall bill the originating Party for such traffic as Reciprocal Compensation rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Part IV and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

2.6.1.2 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic, Internet Traffic, and Toll Traffic on the same trunk group, the terminating Party shall bill its interstate Switched Exchange Access Service rates for all traffic passed without CPN unless the Parties agree that such other rates should apply to such traffic.

2.6.2 At such time as either Party has the capability, on an automated basis, to use such CPN information to classify traffic delivered by the other Party as either Reciprocal Compensation Traffic, Internet Traffic, or Toll Traffic, such receiving Party shall bill the originating Party the Reciprocal Compensation rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of Traffic for which CPN is passed, as provided in Part IV and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Reciprocal Compensation Traffic, Internet Traffic, or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU factors applicable upon the Effective Date are

specified in Schedule 2.6. Such factors may be updated by the originating Party quarterly by written notification.

2.6.3 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.

2.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

2.7.1 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act, based on actual usage, at the Reciprocal Compensation rates set forth in the Pricing Schedule (Part IV hereto), as may be amended from time to time in accordance with Part IV and Section 24 of the General Terms and Conditions of this Agreement, in accordance with the Commission's Opinion No. 99-10 issued and effective August 26, 1999 in Case 99-C-0529 ("Convergent Traffic Order"), as such Convergent Traffic Order may be revised, amended, changed, or overturned.

2.7.2 Pursuant to the Commission's decision in Case 99-C-1389, and only to the extent required by Applicable Law, the Parties shall compensate each other for the transport and termination of Internet Traffic over the terminating carrier's switch, based on actual usage, at the Reciprocal Compensation rates set forth in the Pricing Schedule (Part IV hereto), as may be amended from time to time in accordance with Part IV and Section 24 of the General Terms and Conditions of this Agreement, in accordance with the Convergent Traffic Order, as such Convergent Traffic Order may be revised, amended, changed, or overturned.

2.7.3 The application of Reciprocal Compensation shall be in accordance with the Convergent Traffic Order, *provided however* that the Blended Rate specified in Part IV shall apply to Reciprocal Compensation Traffic and Internet Traffic exchanged from one Party to the other Party at or below the 3:1 ratio as defined in the Convergent Traffic Order as such Order may be revised, amended, changed or overturned ("Non-Convergent Traffic"), and the End Office (Meet Point A) rate specified in Part IV shall apply to the remainder of the Reciprocal Compensation Traffic and Internet Traffic exchanged from one Party to the other Party ("Convergent Traffic"). To the extent that pursuant to the Convergent Traffic Order all Reciprocal Compensation Traffic and Internet Traffic is to be compensated at the Reciprocal Compensation rates applicable to Non-Convergent Traffic, the Parties agree that the Reciprocal Compensation rate to be applied to such traffic shall be the Blended Rate specified in Part IV.

2.7.4 The appropriate Reciprocal Compensation rates are to be applied at the SPRINT-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by SPRINT. No additional charges shall apply for the termination of such Reciprocal

Compensation Traffic and Internet Traffic delivered to the BA-IP or the SPRINT-IP by the other Party, except as set forth in Part IV. When such Reciprocal Compensation Traffic and Internet Traffic are terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic or non-Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

2.7.5 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this subsection 2.7, but instead shall be treated as described or referenced below:

(a) IntraLATA Traffic originating with a third party carrier and delivered by BA to SPRINT shall be treated as Tandem Transit Service under Section 4.3 of this Part V.

(b) For any traffic originating with a third party carrier and delivered by SPRINT to BA, SPRINT shall pay BA the same amount that such third party carrier would have been obligated to pay BA for termination of that traffic at the location the traffic is delivered to BA by SPRINT.

(c) Switched Exchange Access Service and InterLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 3.3 of this Part V.

(d) No Reciprocal Compensation shall apply to special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party's circuit-switched public telephone network.

(e) IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in New York shall be treated in accordance with Section 11.5.5 of the General Terms and Conditions.

(f) Any other traffic not specifically addressed in this Section 2.7 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic.

2.7.6 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

2.7.7 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

2.7.8 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in New York in accordance with Section 11.5.5 of the General Terms and Conditions herein.

3.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

3.1 Scope of Traffic

This Section 3 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 1 above for the transmission and routing of traffic between SPRINT Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where SPRINT elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

3.2 Access Toll Connecting Trunk Group Architecture

3.2.1 If SPRINT chooses to subtend a BA access tandem then SPRINT's NPA/NXX must be assigned by SPRINT to subtend the same BA access tandem that a BA NPA/NXX serving the same Rate Center subtends as identified in the LERG.

3.2.2 SPRINT shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from SPRINT's Customers.

3.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow SPRINT's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Tandem. If SPRINT collocates at a BA access tandem, applicable Tariff rates and charges shall apply for transport and switching.

3.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch SPRINT utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) BA utilizes to provide Exchange Access in such LATA.

3.3 Meet-Point Billing Arrangements

3.3.1 SPRINT and BA will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in BA's applicable Switched Access Service Tariffs. The arrangements described in this Section 3 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of either Party that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

3.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Serving Wire Center combinations.

3.3.3 Interconnection for the MPB arrangement shall occur at the BA access tandems in the LATA, unless otherwise agreed to by the Parties.

3.3.4 SPRINT and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

3.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

- (a) "Single Bill/Single Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.
- (b) "Multiple Bill/Single Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same Tariff.
- (c) "Multiple Bill/Multiple Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff, and

- (d) "Single Bill/Multiple Tariff" in which one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC's appropriate access Tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

3.3.6 The rate elements to be billed by each Party are as set forth in BA's applicable Tariffs. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 3.3.15.

3.3.7 Each Party shall provide the other Party with the billing name, billing address, Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

3.3.8 BA shall provide SPRINT with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

3.3.9 SPRINT shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

3.3.10 All usage data to be provided pursuant to subsections 3.3.8 and 3.3.9 shall be sent to the following addresses:

To SPRINT:	[To be updated by SPRINT in accordance with Section 18 of the General Terms and Conditions.]
------------	--

To BA: New York State Access Pool
C/O ACM
941 River Road
Schenectady, NY 12306
Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 18 of the General Terms and Conditions.

3.3.11 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

3.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

3.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

3.3.14 Nothing contained in this subsection 3.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

3.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g., 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event SPRINT determines to offer Telephone Exchange Services in another LATA in [STATE] in which BA operates a Tandem Switch, BA shall permit and enable SPRINT to subtenant the BA Tandem Switch(es) designated for the BA End Offices in the area where the SPRINT Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/BA Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{SPRINT Billing Percentage}$$

and

$$b / (a + b) = \text{BA Billing Percentage}$$

where:

a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA serving Wire Center and the actual point of interconnection for the MPB arrangement.

3.3.16 SPRINT shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 3.5.1. Within ten (10) business days of SPRINT's delivery of notice to BA, BA and SPRINT shall confirm the new Routing Point/BA Serving Wire Center combination and billing percentages.

4.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

4.1 Information Services Traffic

The following provisions shall apply only to SPRINT-originated Information Services Traffic directed to an information services platform connected to BA's network.

At such time as SPRINT connects information services platforms to its network, the Parties shall agree upon a comparable arrangement for BA-originated Information Services Traffic. The Information Services Traffic subject to the following provisions is circuit switched voice traffic, delivered to information service providers who offer recorded announcement information or open discussion information programs to the general public. Information Services Traffic does not include Internet Traffic.

4.1.1 SPRINT shall have the option to route Information Services Traffic that originates on its own network to the appropriate information services platform(s) connected to BA's network. In the event SPRINT exercises such option, SPRINT will establish a dedicated trunk group ("Information Services Trunk") to the BA information services serving switch. This trunk group will be utilized to allow SPRINT to route Information Service Traffic originated on its network to BA.

4.1.2 Nothing in this Agreement shall affect either Party's rights or obligations, if any, under Applicable Law, to offer to its Telephone Exchange Service Customers the ability to block the completion of Information Service Traffic.

4.1.3 For calls to an "Information Mass Announcement Service" ("IMAS"), which service is only available in the New York Metro LATA (LATA 132), SPRINT shall bill and collect the information services provider charges as defined in the existing New York PSC No. 900 Tariff, as may be amended from time to time. BA will bill SPRINT for such charges less the Information Services Billing and Collection fee set forth in Part IV. SPRINT shall pay BA in full regardless of uncollectible charges to its own Customers. BA may request recorded call information from SPRINT, to be delivered in unrated EMR format via electronic file transfer or other medium mutually agreeable to the two Parties, at the customer usage detail charges specified in Part IV. This arrangement shall apply regardless of whether SPRINT serves its Customer from switching facilities not provided by BA, or from a BA unbundled Switching Element.

4.1.4 For calls to variable rated information services (e.g., NXX 550, 540, 976, 970, 940 as applicable), SPRINT shall bill and collect information services provider charges from its Customers. The Parties shall exchange call detail information and handle adjustments, according to the terms selected by SPRINT contained in Schedule 4.1.4. BA shall charge SPRINT customer usage detail rates as specified in Part IV. Prior to establishing interconnection for Information Services Traffic, SPRINT may be required to complete acceptance testing of its billing arrangement with BA.

4.1.5 If under Schedule 4.1.4, BA agrees to accept adjustments from SPRINT for calls originated by SPRINT Customers to information services platform(s) connected to BA's network, SPRINT shall follow the same policy in allowing adjustments to its Customers as BA follows with its own Customers. SPRINT shall provide to BA sufficient information regarding uncollectibles and Customer adjustments to allow BA to pass through the adjustments to the information services provider, and BA shall pass through such adjustments. However, if the information services provider disputes such adjustments and refuses to accept such adjustments, SPRINT shall reimburse BA for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between SPRINT and the information services provider.

4.1.6 The Information Services Traffic addressed herein does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

4.1.7 Unless SPRINT chooses one of two separate billing arrangements, as set forth in Schedule 4.1.4, Information Services Traffic originating from SPRINT's Customers will be blocked.

4.2 Tandem Transit Traffic Service ("Transit Service")

4.2.1 Transit Service provides SPRINT with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of BA.

4.2.2 Tandem Transit Traffic ("Transit Traffic") may be routed over the Traffic Exchange Trunks described in Sections 1 and 2 above. SPRINT shall deliver each Transit Traffic call to BA with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

4.2.3 SPRINT shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which it terminates Telephone Exchange Service traffic that transits BA's Tandem Office. If SPRINT does not enter into and provide notice to BA of the above referenced arrangement with 180 days of the initial traffic exchange with relevant third party carriers, then BA may, at its sole discretion, terminate Transit Service at any time upon thirty (30) days written notice to SPRINT.

4.2.4 SPRINT shall pay BA for Transit Service that SPRINT originates at the rate specified in Part IV, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on BA for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

4.2.5 BA will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls.

4.2.6 If or when a third party carrier's Central Office subtends a SPRINT Central Office, then SPRINT shall offer to BA a service arrangement equivalent or the same as Transit Service provided by BA to SPRINT as defined in this Section 4.2 such that BA may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends a SPRINT Central Office ("Reciprocal Transit Service"). SPRINT shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 4.2.

4.2.7 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

4.3 911/E911 Arrangements

4.3.1 SPRINT may, at its option, interconnect to the BA 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which SPRINT provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). In such situations, BA will provide SPRINT with the appropriate CLLI codes and specifications of the

Tandem Office serving area. In areas where E911 is not available, SPRINT and BA will negotiate arrangements to connect SPRINT to the 911 service.

4.3.2 Path and route diverse Interconnections for 911/E911 shall be made at the SPRINT-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by Applicable Law.

4.3.3 BA will provide SPRINT with an electronic interface through which SPRINT shall input and provide a daily update of 911/E911 database information related to appropriate SPRINT customers. BA will provide, as permitted by the PSC, SPRINT with the Master Street Address Guide ("MSAG") so that SPRINT can ensure the accuracy of the data transfer. Additionally, BA shall assist SPRINT in identifying the appropriate person in each municipality for the purpose of obtaining the ten-digit Subscriber number of each PSAP.

4.3.4 BA and SPRINT will use their commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of SPRINT systems to the 911/E911 platforms.

4.3.5 BA and SPRINT will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.

4.3.6 SPRINT will compensate BA for connections to its 911/E911 services pursuant to Part IV.

4.3.7 BA and SPRINT will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in the New York.

SCHEDULE 1.2

NETWORK INTERCONNECTION SCHEDULE: LATA 132

New York RESIDENTIAL SERVICES

BA-IP*	SPRINT-IP	SPRINT Intended Implementation Date
	111 8 th Ave., Manhattan NYCMNY83W01	4 th quarter, 2000

*BA-IP(s) shall be either the BA Tandem or the BA End Office to which the terminating NPA/NXX has been assigned in the LERG.

New York BUSINESS SERVICES

BA-IP**	SPRINT-IP	SPRINT Intended Implementation Date
	111 8 th Ave., Manhattan NYCMNY83W01	4 th quarter, 2000

**BA-IP(s) shall be either the BA Tandem or the BA End Office to which the terminating NPA/NXX has been assigned in the LERG.

SCHEDULE 2.6

JURISDICTIONAL FACTORS

APPLICABLE FACTORS for BA and SPRINT (assumes Interconnection, not multi-jurisdictional use)

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
BA	SPRINT	ALL	0 %	100 %
SPRINT	BA	ALL	0%	100%

CUSTOMER: SPRINT

STATE: New York

BILLING CONTACT NAME: _____

BILLING CONTACT NUMBER: _____

BILLING CONTACT ADDRESS: _____

SPRINT ACNA to be used when ordering Interconnections Trunks: _____

SPRINT CIC to be used when ordering Interconnection Trunks: _____

SCHEDULE 4.1.4

Billing Arrangement Options for Variable-Rated Information Services Calls

Bell Atlantic offers two billing arrangement options representing different methods for SPRINT and Bell Atlantic to jointly ensure that the end users making calls to the Information Provider ("IP") programs on the Bell Atlantic platform are billed at correct rates, and that the IP's they call are reimbursed for the use of their services. Prior to establishing working interconnection to the variable-rated services, SPRINT must confirm which ONE of the following two Billing Arrangement Options it will use for variable-rated Information Services Traffic, and complete acceptance testing with Bell Atlantic for that option. SPRINT's choice of one or the other Billing Arrangement Option will be indicated on Appendix A ("Bell Atlantic Information Services Billing Option Selection Form") following this Schedule 4.1.4.

Where SPRINT does not select either billing arrangement option, as indicated in Appendix A to this Schedule 4.1.4, SPRINT agrees that its Customers will not be able to complete calls to variable-rated Information Service providers on the Bell Atlantic platform, regardless of whether the Customers are served by SPRINT switching facilities, or by Unbundled Network Element(s) purchased by SPRINT.

The "Information Mass Announcement Service" ("IMAS") product is unique to the New York Metropolitan LATA (132), and is not offered elsewhere in New York State or in the Bell Atlantic region. The Billing Arrangement options described below do not apply to IMAS traffic, which is not a variable-rated Information Service.

Option 1: BUNDLED BILLING ARRANGEMENT

A. Usage Processing

- 1a. SPRINT using its own facilities records originating call detail, and delivers message to Bell Atlantic over a dedicated IP trunk. Bell Atlantic makes terminating recording.
- Or--
- 1b. SPRINT using Bell Atlantic Unbundled Network Elements for Local Switching receives originating call detail from Bell Atlantic in unrated EMR format.
2. Using the called number, SPRINT identifies the call as a variable-rated IP call. SPRINT sends the call detail record to Bell Atlantic in unrated EMR format.

Bell Atlantic rates correctly formatted messages at the price set by the Information Provider, and bills SPRINT for the full value of the call less the Information Service Billing Fee ("IP B&C Fee") stated in Part IV. Incorrectly formatted records are not rated and no IP B&C Fee is applied. Rated messages are returned to SPRINT in rated EMR format.

Error messages will be returned in either unrated or rated EMR format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

"Killer" calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator. An IP B&C Fee is credited to SPRINT for these calls, although there are no charges billable to the SPRINT Customer.

4. SPRINT bills its end user for the full value of the call as shown in the rated EMR record, calculates and collects appropriate state and local taxes.
5. Bell Atlantic uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. The Information Provider is charged for "killer" calls according to Tariff regulations.

B. Adjustments

1. Adjustment requests submitted to Bell Atlantic will be made to the Customer Account Team Center.
2. SPRINT must provide the following information when requesting an adjustment from Bell Atlantic for an IP call made by one of its end user Customers:
 - originating line number
 - the dialed IP subscriber number
 - the amount to be adjusted, not including tax
 - message date
 - connect time
 - conversation time

Bell Atlantic will follow its policy of allowing two (2) adjustments per line per year on eligible Information Provider calls. Once two adjustments have been made for an originating end user line number, no further adjustments will be made to SPRINT account.

C. Acceptance Testing

1. Acceptance testing between Bell Atlantic and SPRINT will demonstrate that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a Single Point of Contact ("SPOC") available to the other.
2. SPRINT will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.
3. Bell Atlantic will examine, process, and edit such data to produce a return dataset of rated records, for delivery to SPRINT.
4. SPRINT will receive and process the Bell Atlantic data.
5. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.

Option 2: UNBUNDLED BILLING ARRANGEMENT

A. Usage Processing

- 1a. SPRINT using its own facilities records originating call detail, and delivers message to Bell Atlantic over dedicated IP trunk. Bell Atlantic makes terminating recording.

--or--

- 1b. SPRINT using Bell Atlantic Unbundled Network Elements for Local Switching receives originating call detail from Bell Atlantic in unrated EMR format.
2. Bell Atlantic bills SPRINT for access to its IP platform. This charge for Access to BA IP Switching Platform replaces the standard Reciprocal Compensation charge, and is calculated in the same manner, on a per minute of use basis. The Access to BA IP Switching Platform charge is stated in Part IV.
3. Using the called number, SPRINT identifies the call as a variable-rated IP call. SPRINT has the option of either rating the call in its own system, or sending the call detail record to Bell Atlantic in unrated EMR format for rating ("BA IP Rating Service").

4. When SPRINT uses the optional Bell Atlantic rating service, Bell Atlantic receives an unrated EMR record from SPRINT. Bell Atlantic rates correctly formatted messages at the price set by the Information Provider, and bills SPRINT for the BA IP Rating Service on a per message basis, at the rate stated in Part IV. The per message charge applies to every rating attempt: correctly formatted messages, error records, and “killer” records.

Rated messages will be returned to SPRINT in rated EMR format. Error messages will be returned in either unrated or rated EMR format, depending on the nature of the error. The error will be defined by appropriate indicators in the record.

“Killer” calls, i.e. calls where the originating end user has disconnected within a Tariff-specified time limit in order to avoid charges, are returned with a special locally-defined indicator.

5. SPRINT bills its end user for the full value of the call based on rates set by the Information Provider: as shown in the rated EMR record returned from Bell Atlantic under the optional rating service, or as determined in SPRINT’s own rating process. SPRINT calculates and collects appropriate state and local taxes.
6. SPRINT uses the rated message to calculate the payment due the Information Provider, and remits that amount to the IP. SPRINT may charge the Information Provider for “killer” calls according to Tariff regulations.

B. Adjustments

1. On all calls where SPRINT makes direct payment to the Information Provider, adjustments will be handled directly between SPRINT and the Information Provider.

C. Acceptance Testing

1. Acceptance Testing will be required for SPRINT to use the BA IP Rating Service.
2. Acceptance testing between Bell Atlantic and SPRINT will ensure that both Parties are ready to deliver, process and receive usage and billing data as required, and that each has a SPOC available to the other.

3. SPRINT will provide a sufficient volume of unrated usage data for testing various call scenarios, formatted and delivered to reflect the anticipated production environment.
4. Bell Atlantic will examine, process, and edit such data to produce a return dataset of rated records, for delivery to SPRINT.
5. SPRINT will receive and process the Bell Atlantic data.
6. Both Parties will communicate and resolve testing issues until they mutually agree that each is able to format, deliver, receive and process data at an acceptable standard.

APPENDIX A

BELL ATLANTIC INFORMATION SERVICES BILLING OPTION SELECTION FORM

Please select desired services for VARIABLE-RATED INFORMATION SERVICES messages.

OPTION	MINIMUM PERIOD	CHARGE	SERVICE SELECTION
OPTION 1: Bundled Billing Arrangement	12 months following successful completion of acceptance test	Rated value of each call less <u>IP Billing & Collection fee</u> stated in Part IV.	Yes <input type="checkbox"/> No <input type="checkbox"/>
OPTION 2: Unbundled Billing Arrangement	12 months following Effective Date	Per minute of use charge for initial minute or fraction thereof, and for each additional minute or fraction thereof at the <u>Access to BA IP Switching Platform rate</u> stated in Part IV.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Remaining term of Option 2 following successful completion of acceptance test	Per message charge for each call detail usage record delivered to Bell Atlantic for <u>BA IP Rating Service processing</u> stated in Part IV.	Yes <input type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT 1: DEFINITIONS

1.0 DEFINITIONS

“Act” or “Telecommunications Act” means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including without limitation by the Telecommunications Act of 1996), and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

“Arbitration Order” means the New York Public Service Commission’s Order Resolving Arbitration Issues in Case 99-C-1389, issued and effective January 28, 2000.

“Asymmetrical Digital Subscriber Line” or “ADSL” means a transmission technology on twisted copper pair loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 Kbps from the Customer, as specified in ANSI standards T1.413-1998 and Bell Atlantic Technical Reference TR-72575.

“Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLI/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB and information services requiring special billing as described in Section 4 of Part V.

“Applicable Law” means all laws, regulations, and orders applicable to each Party’s performance of its obligations hereunder.

“As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

“Automatic Number Identification” or “ANI” means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

“BFR” or “Bona Fide Request” means the process described in Exhibit A to Part II of this Agreement that prescribes the terms and conditions relating to a Party’s request that the other Party provide an unbundled Network Element that it is not otherwise required to be provided under the terms of this Agreement.

“Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

“Busy Line Verification and Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

“BRI-ISDN” means 2-Wire ISDN-Compatible Digital Loop.

“CABS” refers to the *Carrier Access Billing System* which is contained in a document prepared under the direction of the Billing Committee of the OBF. The *Carrier Access Billing System* document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other services.

“Calling Party Number” is a Common Channel Interoffice Signaling (“CCIS”) parameter which identifies the calling party’s telephone number.

“CCS” means one hundred (100) call seconds.

“Central Office” means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXX”). Sometimes this term is used to refer to a telephone company building in which switching system and telephone equipment are installed.

“Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:

- (a) “End Office Switch” or “End Office” which is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switch" or "Tandem" which has billing and recording capabilities and is used to connect and switch trunk circuits between and among other Central Office Switches and carriers' aggregation points, points of termination, or points of presence and to provide Switched Exchange Access Services.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

"CLASS features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCIS-based offerings.

"Collocation" means an arrangement in which the equipment of one Party (the "Collocating Party") is installed and maintained at the premises of the second Party (the "Housing Party") for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

"Commission" or "PSC" means the New York Public Service Commission.

"Common Channel Interoffice Signaling" means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. "SS7" means the common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). BA and SPRINT currently use this out-of-band signaling protocol. "CCSAC" or "CCSAS" means the Common Channel Signaling access connection or access service, respectively, which connects one Party's Signaling Point of Interconnection ("SPOI") to the other Party's Signaling Transfer Point ("STP") for the exchange of SS7 message.

"Competitive Local Exchange Carrier" or "CLEC" means any Local Exchange Carrier other than BA that is operating as such in BA's certificated territory in New York. SPRINT is or will shortly become a CLEC.

"Cross Connection" means a connection provided at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel to another suitable frame, panel or piece of equipment.

“Customer” means a third-party residence or business end user to Telecommunications Services provided by either of the Parties.

“Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

“Digital Signal Level 0” or “DS0” means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

“Digital Signal Level 1” or “DS1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

“Digital Signal Level 3” or “DS3” means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

“Direct Customer Access Service” is an electronic interface system provided by BA to facilitate the ordering, provisioning and maintenance of various interconnection arrangements.

“Exchange Message Interface” or “EMI” means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, nonbillable, sample, settlement and study data. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

“FCC” means the Federal Communications Commission.

“FCC Regulations” means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

“Fiber-Meet” or “Mid-Span Fiber Meet” means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon Point of Interconnection (“POI”), limited by technical feasibility and the availability of facilities. At the delivering carrier’s option, a Fiber Meet may interface with such carrier’s collocated equipment to gain access to unbundled Network Elements.

“High-Bit Rate Digital Subscriber Line” or “HDSL” means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2

Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octal ("3B1O"), as specified in Bell Atlantic Technical Reference TR-72575.

"Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within New York, is an Incumbent Local Exchange Carrier.

"Information Service Traffic" means intraLATA Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's circuit-switched information services platform (e.g., NXX 976).

"Integrated Services Digital Network" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel ("2B+D"). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty-three (we) 65 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

"Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

"Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

"IP" or "Interconnection Point" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

"Loop" means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Customer's serving End Office to the Rate Demarcation Point (or Network Interface Device ("NID") if installed) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies. "Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

"Main Distribution Frame" or "MDF" generally means the primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunicatins facilities within the Wire Center.

“MECAB” means the Multiple Exchange Carrier Access Billing (“MECAB”) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

“MECOD” means the Multiple Exchange Carriers Ordering and Design (“MECOD”) Guidelines for Access Services – Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

“Meet-Point Billing” or “MPB” means an arrangement whereby two or more LECs jointly provide to a third party (e.g. an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs’ End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access Tariffs.

“Meet-Point Billing Traffic” means traffic that is subject to an effective Meet-Point Billing arrangement.

“Network Interface Device” or “NID” means the BA-provided interface terminating BA’s telecommunications network on the property where the Customer’s service is located at a point determined by BA. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to BA’s network.

“North American Numbering Plan” or “NANP” means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NXX code and 4-digit line number.

“Numbering Plan Area” or “NPA” is also sometimes referred to as an “area code”. There are two general categories of NPAs, “Geographic NPAs” and “Non-Geographic NPAs”. A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code” is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

“NXX”, “NXX Code”, or “End Office Code” means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

“Percent Interstate Usage” or “PIU” is a factor that distinguishes the interstate portion of minutes from the intrastate portion of minutes of traffic exchanged via Traffic Exchange Trunks. PIU is a whole number developed through consideration of every call in which the calling and called party are not located within the same state. PIU is the first such factor applied to traffic for jurisdictional separation of traffic.

“Percent Local Usage” or “PLU” is a factor that is used to determine the portion of Reciprocal Compensation Traffic exchanged via Traffic Exchange Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given LATA in accordance with the definition of Reciprocal Compensation Traffic used in this Agreement. The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic.

Point of Termination Bay” or “POT Bay” means a frame located in a physical Collocation area that serves as a point of demarcation for physical Collocation Interconnection.

“Port Element” or “Port” means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer’s network address. The Port Element is part of the provision of the unbundled local Switching Element.

“Point of Interconnection” or “POI” means the physical location where the originating Party’s facilities physically interconnect with the terminating Party’s facilities for the purpose of exchanging traffic.

“Public Service Answering Point” means an answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

“Rate Center Area” or “Exchange Area” means the specific geographic area which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

“Rate Center Point” is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center, including Telephone Exchange Services and Toll Traffic.

“Rate Demarcation Point” means the point where network access recurring charges and BA-MA responsibility stop and beyond which Customer responsibility begins.

“Rating Point” or “Routing Point” means a specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs and the Rating Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a “LEC Consortium Point of Interconnection”. Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (“CLLI”) code with (c)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

“Reciprocal Compensation” is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telephone Exchange Service Traffic originating on one Party’s network and terminating on the other Party’s network (as set forth in Section 2 of Part V).

“Reciprocal Compensation Call” or “Reciprocal Compensation Traffic” means a Telephone Exchange Service Call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA, originated on one Party’s network and terminated on the other Party’s network where such call was not carried by a third party carrier during the course of the call or carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Customer of another carrier, which qualifies for Reciprocal

Compensation pursuant to the terms of this Agreement and prevailing Commission or FCC rules that may exist. Reciprocal Compensation Traffic does not include Internet Traffic. The Parties disagree as to the jurisdictional nature of Internet Traffic and neither Party waives its rights with respect to any position it may take in any forum concerning the jurisdictional nature of, or compensation applicable to, such traffic.

“Service Control Point” or “SCP” means the node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point (“SSP”) and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

“Signaling Transfer Point” or “STP” means a specialized switch that provides SS& network access and performs SS7 message routing and screening.

“Switched Exchange Access Service” means the offering of transmission and switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

“Switching Element” is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a BA End Office Switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user Customer(s). The Switching Element is provisioned with a Port Element, which provides line side access to the Switching Element.

“Synchronous Optical Network” or “SONET” means an optical interface standard that allows different digital signals to be transported using a base transmission rate of 51.84 Mbps per second (OC-1 (Optical Carrier)/STS-1(Synchronous Transport Signal)). Higher rates are direct multiples of the base OC-1 rate.

“Tandem Transit Traffic” or “Transit Traffic” means Telephone Exchange Service traffic that originates on SPRINT’s network, and is transported through a BA Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service (“CMRS”) carrier, or other LEC, that subtends the relevant BA Tandem to which SPRINT delivers such traffic. Pursuant to Section 4 of Part V, Transit Traffic may also mean Telephone Exchange Service Traffic that originates on BA’s network, and is transported through a SPRINT Tandem to the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant SPRINT Tandem to which BA delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in

the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

"Tariff" means any applicable federal or state Tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BA's "Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services" which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

"Telecommunications" is As Defined in the Act.

"Telecommunications Carrier" is As Defined in the Act.

"Telecommunications Service" is As Defined in the Act.

"Telephone Exchange Service" is As Defined in the Act.

"Telephone Exchange Service Call" or "Telephone Exchange Service Traffic" means a call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA in the State of New York, originated on one Party's network (including SPRINT's use of unbundled switching) and terminated on the other Party's facilities-based network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (10XXX or 101XXXX) call.

"Telephone Relay" means a service provided to speech and/or hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type recipient's response message to the speech or hearing-impaired caller.

"Telephone Toll Service" or "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Reciprocal Compensation Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

“V and H Coordinates Method” means a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

“Voice Grade” means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms “DS-”) or “sub-DS-1” may also be used.

“Wire Center” means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

ATTACHMENT 2: INTENTIONALLY OMITTED

**ATTACHMENT 3: BILLING MEDIUM NOTICE REQUIREMENTS
TO SPRINT:**

Tape Transmis- sions via U.S. Mail:	SPRINT MOKCMW0501 903 E. 104th Street Kansas City, Mo. 64131 att: Phil Greim
Tape Transmis- sions via Over- night Delivery:	SPRINT MOKCMW0501 903 E. 104th Street Kansas City, Mo. 64131 att: Phil Greim
Paper Transmis- sions via U.S. Mail:	SPRINT MOKCMW0501 903 E. 104th Street Kansas City, Mo. 64131 att: Phil Greim

Paper Transmissions via Overnight Delivery:	<p>SPRINT</p> <p>MOKCMW0501</p> <p>903 E. 104th Street</p> <p>Kansas City, Mo. 64131</p> <p>att: Phil Greim</p>
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TO BA:

Tape Transmissions	<p>BA</p> <p>To be updated by BA in accordance with Section 18 of the General Terms and Conditions</p>
Paper Transmissions	<p>BA</p> <p>To be updated by BA in accordance with Section 18 of the General Terms and Conditions</p>