

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. |
|------|--|--|---|

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

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> |
|---|---|

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> |