

**AMENDMENT NO. 2
TO
INTERCONNECTION AGREEMENTS UNDER SECTIONS 251 AND 252 OF
THE TELECOMMUNICATIONS ACT OF 1996**

between one or more of

**Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone
Company¹**

and

Sprint Communications Company, L.P.

WHEREAS, In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Intercarrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company reserves its right to exercise its option at any time in the future to adopt on a date specified by Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In

¹On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

The Interconnection Agreements by and between Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("ILEC") and Sprint Communications Company, L.P. ("CLEC") ("the underlying Agreements") are hereby amended as follows:

- I. Section 7.5 of the Appendix UNE of the underlying Agreements is amended to add language as follows:

7.5.5 DS3 Digital Loop

7.5.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-13STATE Central Office to the end user premises.

7.5.6 OC3 Loop

7.5.6.1 The OC3 155.520 Mbps loop provides an optical transmission facility from the SBC-SWBT, PACIFIC and/or NEVADA central office to the end user premises. OC3 concatenated service is also available.

7.5.7 OC12 Loop

7.5.7.1 The OC12 622.080 Mbps loop provides an optical transmission facility from the SBC-SWBT, PACIFIC and/or NEVADA central office to the end user premise. OC12 concatenated service is also available.

7.5.8 OC48 Loop

7.5.8.1 The OC48 2488.320 Mbps loop provides an optical transmission facility from the SBC-SWBT, PACIFIC and/or NEVADA central office to the end user premise. OC48 concatenated service is also available.

- 7.6 Unbundled DS1, DS3, and/or optical loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("*In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SBC-13STATE's processes implementing the Supplemental Order.

- II. Section 13.3 of the Appendix UNE of the underlying Agreements is replaced in its entirety with the following language:

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned by SBC-12STATE or between a Wire Center or switch owned by SBC-12STATE and a CLEC owned or provided switch.

13.3.2 SBC-12STATE will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps) including OC3 concatenated (OC3-c), OC12 (622.08 Mbps) including OC12 concatenated (OC12-c), and OC48 (2488.32 Mbps) including OC48 concatenated (OC48-c). SBC-12STATE will provide higher speeds to CLEC as they are deployed in the SBC-12STATE network. SBC-12STATE provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport - a circuit between two SBC12-STATE Wire Centers.

13.3.3.2 Entrance Facility - a circuit from SBC-12STATE serving Wire Center to the CLEC's location.

13.3.3.3 Multiplexing - an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at

the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

- III. Further, the attached Appendix OSS - Access to Operations Support Systems Functions ("OSS Appendix") shall be added to the Agreement and shall supersede Attachments 7, 8, and 9 of the Agreement.
- IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.
- V. This Amendment shall be filed with and is subject to approval by each of the states respective Public Utility Commission and shall become effective following approval by such Commission. The Amendment to the underlying Agreement approved in Ohio shall be filed with and subject to approval by the Public Utilities Commission of Ohio (PUC-OH).

IN WITNESS WHEREOF, this Amendment to the Agreements was exchanged in triplicate on this 20th day of November, 2002, by ILEC, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Sprint Communications Company, L.P. **Southwestern Bell Telephone, L.P. d/b/a** MO
Southwestern Bell Telephone Company,
by SBC Telecommunications, Inc.,
its authorized agent

By: W. Richard Morris

By: M. Aunbauh

Title: V.P. - State External Affairs

Title: President - Industry Markets

Name: W. Richard Morris
(Print or Type)

Name: Mike Aunbauh
(Print or Type)

Date: NOV 12 2002

Date: NOV 20 2002

Missouri

APPENDIX OSS-RESALE & UNE

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. DEFINITIONS 3

3. GENERAL CONDITIONS..... 3

4. PRE-ORDERING 7

5. ORDERING/PROVISIONING 11

6. MAINTENANCE/REPAIR 15

7. BILLING 15

8. REMOTE ACCESS FACILITY 17

9. DATA CONNECTION SECURITY REQUIREMENTS 18

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING
AND REPAIR/ MAINTENANCE INTERFACES 23

11. MISCELLANEOUS CHARGES..... 24

12. SERVICE BUREAU PROVIDER ARRANGEMENTS FOR SHARED ACCESS
TO OSS 24

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 25

orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC-13STATE shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 Proper Use of OSS interfaces:

3.2.1 For SBC-13STATE, SPRINT agrees to utilize SBC-13STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through SBC-13STATE. In addition, SPRINT agrees that such use will comply with SBC-13STATE's Data Connection Security Requirements as identified in Section 9 of this Appendix. Failure to comply with such security guidelines may result in forfeiture of electronic access to the affected OSS functionality during the period of time of the misuse. In addition, SPRINT shall be responsible for, and indemnifies SBC-13STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-13STATE's OSS from SPRINT systems, workstations or terminals or by SPRINT employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by SPRINT and shall pay SBC-13STATE for any and all damages caused by such unauthorized entry.

3.3 Within SBC-13STATE regions, SPRINT's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where SPRINT has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider.

3.3.1 In SBC-13STATE regions, SPRINT must maintain records of individual customers' authorizations for change in local exchange service and release of CPNI which adhere to all requirements of state and federal law, as applicable.

3.3.2 This section applies to PACIFIC ONLY. For consumer End Users, prior to accessing such information, SPRINT shall, on its own behalf and on behalf of PACIFIC, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, SPRINT shall have obtained an authorization to become the End User's local service provider. Accessing such information by SPRINT shall constitute certification that SPRINT is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. SPRINT shall receive and retain such information in conformance with the

- requirements of 47 USC 222 (and implementing FCC decisions thereunder). SPRINT agrees to indemnify, defend and hold harmless PACIFIC against any claim made by a consumer End User or governmental entity against PACIFIC or SPRINT under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by SPRINT of this section.
- 3.3.3 Throughout SBC-13STATE region, SPRINT is solely responsible for determining whether proper authorization has been obtained and holds SBC-13STATE harmless from any loss on account of SPRINT's failure to obtain proper CPNI consent from an End User.
- 3.4 By utilizing electronic interfaces to access OSS functions, SPRINT agrees to perform accurate and correct ordering as it relates to Resale and UNE services, rates, and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. SPRINT is also responsible for all actions of its employees using any of SBC-13STATE's OSS systems. As such, SPRINT agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by SBC-13STATE caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by SBC-13STATE to SPRINT. In addition, SPRINT agrees to indemnify and hold SBC-13STATE harmless against any claim made by an End User of SPRINT or other third parties against SBC-13STATE caused by or related to SPRINT's use of any SBC-13STATE OSS.
- 3.5 In the event SBC has good cause to believe that SPRINT has used SBC-13STATE OSS in a way that conflicts with this Agreement or Applicable Law, SBC shall give SPRINT written notice describing the alleged misuse ("Notice of Misuse"). SPRINT shall immediately refrain from the alleged misuse until such time that SPRINT responds in writing to SBC's Notice of Misuse, which shall be provided to SBC within twenty (20) days after receipt of the Notice of Misuse. In the event SPRINT agrees with SBC's allegation of misuse, SPRINT shall refrain from the alleged misuse during the term of this Agreement.
- 3.6 In the event SPRINT does not agree that SPRINT's use of SBC-13STATE OSS is inconsistent with this Agreement or Applicable Law, then the parties agree to the following steps:
- 3.6.1 If such misuse involves improper access of pre-order applications to obtain CPNI in violation of this Agreement, Applicable Law, or involves a violation of the security guidelines contained herein, or negatively affects another OSS user's ability to use OSS, SPRINT shall continue to refrain from using the particular OSS functionality in the manner alleged by SBC to be improper, until SPRINT has implemented a mutually agreeable remedy to the alleged misuse.

- 3.6.2 To remedy the misuse for the balance of the agreement, Parties will work together as necessary to mutually determine a permanent resolution for the balance of the term of the agreement.
- 3.7 In order to determine whether SPRINT has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC shall have the right to conduct an audit of SPRINT's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of SPRINT's use of the SBC-13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) days advance written notice of its intent to audit SPRINT ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), SPRINT shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate SPRINT location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC, or any SBC affiliate.
- 3.8 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, SBC-13STATE and SPRINT will use manual processes. Should SBC-13STATE develop electronic interfaces for these functions for itself, SBC-13STATE will make electronic access available to SPRINT within the specific operating region.
- 3.9 The Information Services (I.S.) Call Center for the SBC-13STATE region provides for technical support function of electronic OSS interfaces. SPRINT will also provide a single point of contact for technical issues related to the SPRINT's electronic interfaces.
- 3.10 SBC-13STATE and SPRINT will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.
- 3.11 The Parties will follow the final adopted guidelines of 13-STATE Change Management Plan, developed in collaboration with SPRINTs. This plan may be modified from time to time in accordance with the Change Management principles.
- 3.12 SBC-13STATE will and SPRINT may participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the

implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. SPRINT and SBC-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SBC-13STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

- 3.13 Due to enhancements and on-going development of access to SBC-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC-13STATE shall provide proper notice of interface phase-out as required by the Change Management process.
- 3.14 SPRINT is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "SPRINT Hardware/Software Requirements for Access of SBC Uniform OSS Applications", or any other documents or interface requirements subsequently generated by SBC-13STATE for any of its regions.

4. PRE-ORDERING

- 4.1 SBC-13STATE will provide real time access to pre-order functions to support SPRINT ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to SPRINT so that SPRINT order requests may be created to comply with SBC-13STATE region-specific ordering requirements.
- 4.2 Pre-ordering functions for Resale Services include:
- 4.2.1 For SBC-7STATE, features and services available at a valid service address (as applicable) or, for SNET, features will be available based on NPA-NXX;
- 4.2.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE, pending service order activity is included. SPRINT agrees that SPRINT's representatives will not access the

information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to SPRINT, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

- 4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;
 - 4.2.4 Service availability dates to the End User (where available);
 - 4.2.5 Information regarding whether dispatch is required;
 - 4.2.6 For SBC-12STATE, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and
 - 4.2.7 Service address verification.
- 4.3 **Pre-ordering functions for UNEs include:**
- 4.3.1 Features available at an End Office for a valid service address (as applicable);
 - 4.3.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for SBC-12STATE only, pending service order activity. SPRINT agrees that SPRINT's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to SPRINT, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.
 - 4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;
 - 4.3.4 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;
 - 4.3.5 Service address verification; and
 - 4.3.6 For SBC-12STATE, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.
 - 4.3.7 Pre-order information specific to DSL capable UNE loops as described in the DSL Appendix of this Agreement.

4.4 Electronic Access to Pre-Order Functions:

4.4.1 **SBC-SWBT Resale Services Pre-order System Availability:** SBC-SWBT will provide SPRINT access to one or more of the following systems:

4.4.1.1 **Consumer Easy Access Sales Environment (C-EASE):** C-EASE is an ordering entry system through which SBC-SWBT provides SPRINT access to the functions of pre-ordering to order SBC-SWBT consumer Resale services.

4.4.1.2 **Business Easy Access Sales Environment (B-EASE):** B-EASE is an ordering entry system through which SBC-SWBT provides SPRINT access to the functions of pre-ordering to order SBC-SWBT business Resale services.

4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability:** PACIFIC will provide SPRINT access to the following system:

4.4.2.1 **Service Order Retrieval and Distribution (SORD)** is available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC Resale service.

4.4.3 **SNET Resale Service Pre-Order System Availability:**

4.4.3.1 SNET will provide SPRINT access to the following applications through its proprietary W-CIWin interface.

4.4.3.2 **W-SNAP** is an order entry application through which SNET provides SPRINT access to pre-ordering functionality embedded in the ordering tool.

4.4.3.3 **CCTOOLS** is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.4 **Electronic Forms (EF)** is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 **SNET Resale and UNE Services Pre-Order System Availability:** SNET will provide SPRINT access to its MSAP:

4.4.4.1 **MSAP** is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

4.4.5 **SBC-AMERITECH Resale and UNE Services Pre-Order System Availability:** SBC-AMERITECH will provide SPRINT access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2

4.4.6 **Resale and UNE Pre-order System Availability:** SBC-7STATE will provide SPRINT access to the following systems (except as noted in section 4.4.6.3):

4.4.6.1 DataGate is a transaction-based data query system through which SBC-7STATE provides SPRINT access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once SPRINT has developed its own interface, allow SPRINT to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-7STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the SPRINT's own negotiation system and that supports both Resale services and UNEs. Where DataGate follows industry guidelines, but is based on SBC-7STATE's proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

4.4.6.2 Verigate is a SPRINT interface developed by SBC-7STATE that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, SPRINT will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, Data Validation Files are available for the purpose of providing requesting SPRINTs with an alternate method of acquiring that pre-ordering information considered relatively static. For SBC-SWBT, PACIFIC, and NEVADA, the following information is available via File Transfer Protocol (FTP): Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes. For SBC-AMERITECH, the following information is available via Connect: Direct, CD-ROM and TCNet: Street Address Guide (SAG), Service and Feature Availability by NXX, and PIC/LPIC Codes.

5. ORDERING/PROVISIONING

5.1 SBC-13STATE provides access to ordering functions (as measured from the time SBC-13STATE receives accurate service requests from the interface) to support SPRINT provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, SPRINT will format the service request to identify what features, services, or elements it wishes SBC-13STATE to provision in accordance with applicable SBC-13STATE ordering requirements. SBC-13STATE will provide SPRINT access to one or more of the following systems or interfaces:

5.2 Resale Service Order Request System Availability:

5.2.1 In SBC-SWBT:

5.2.1.1 C-EASE is available for the ordering of consumer Resale services.

5.2.1.2 B-EASE is available for the ordering of business Resale services.

5.2.1.3 SORD interface provides SPRINTs with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by SPRINT. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If SPRINT chooses to use SORD to issue orders, then SPRINT becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by SPRINT. SPRINT may need to call the LSC to obtain additional information. SPRINT may also choose to clear service order errors, even though SPRINT is not initiating service orders via SORD. SPRINT would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.2.2 In NEVADA only:

5.2.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.2.2 When available, SORD system will support the ordering of all Resale Services.

5.2.3 In PACIFIC only:

5.2.3.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.3.2 SORD system supports the ordering of all Resale Services.

5.2.4 In SNET, Resale ordering is supported by W-CIWin (SNET's proprietary GUI interface).

5.2.4.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

5.2.4.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.2.4.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

5.3 Resale and UNE Service Order Request Ordering System Availability:

5.3.1 SBC-13STATE makes available to SPRINT an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, SPRINT and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, SPRINT and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 For SBC-SWBT and PACIFIC regions, SORD interface provides SPRINTs with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.3.2.1 For SBC-SWBT region, SORD interface supports the modification of service orders submitted electronically by SPRINT. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If SPRINT chooses to use SORD to issue orders, then SPRINT becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically

generated service orders created or modified by SPRINT. SPRINT may need to call the LSC to obtain additional information. SPRINT may also choose to clear service order errors, even though SPRINT is not initiating service orders via SORD. SPRINT would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.2.2 In PACIFIC region, any service order errors will be corrected by the LSC. SPRINT will be given a list generated by the LSC of SPRINT order errors, and SPRINT will be responsible for contacting their customer when necessary to clear an error. With SPRINT being the point of contact for their customer, the SPRINT agrees to respond timely to the LSC with correct information in order for LSC to complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, SPRINT and SBC-13STATE will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements.

5.3.4 For SBC-SWBT and PACIFIC, LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.

5.3.5 In SNET, MSAP (SNET's EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs.

5.4 Provisioning for Resale Services and UNE in SBC-SWBT: SBC-SWBT will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.4.1 Order Status will allow SPRINT to check service order status. Order Status and Provisioning Order Status are both accessible via SBC-SWBT Toolbar. In addition, pending orders can be viewed in SORD.

5.4.2 For EDI ordering, SBC-SWBT will provide, and SPRINT shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. SBC-SWBT will provide SPRINT with a FOC for each Resale service and UNE request.

5.4.3 As detailed in section 5.2.1 and 5.3.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

- 5.4.3.1 Errors occurring between application and distribution must be corrected within five (5) business hours for a simple order and within twenty four (24) hours for a complex order;
- 5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.
- 5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if SPRINT fails to correct service order errors within the timeframes specified in this Section 5.4.3.
- 5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for a SBC issued FOC.
- 5.4.4 A file transmission may be provided to confirm order completions for C-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for SPRINT.
- 5.5 Provisioning for Resale services and UNEs in PACIFIC and NEVADA: PACIFIC and NEVADA will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders is provided via the following electronic interfaces:
- 5.5.1 In PACIFIC and NEVADA regions, Order Status (OS) will allow SPRINT to check service order status for End User basic services (resale, UNE and LNP). Provisioning Order Status (POS) provides current service provisioning information for End User basic services (Resale and UNE). Order Status and Provisioning Order Status are both accessible via PACIFIC and NEVADA Toolbar.
- 5.5.2 For EDI ordering, PACIFIC shall provide SPRINT, and SPRINT shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. PACIFIC will provide SPRINT with a FOC for each Resale service and UNE request.
- 5.5.3 For terms and conditions for service order error correction within SORD, see section 5.4.3.
- 5.6 Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET: SBC-AMERITECH and SNET will provision Resale services and UNE as detailed in SPRINT order requests. Access to status on such orders will be provided via the following electronic interfaces:

- 5.6.1 For EDI ordering, SBC-AMERITECH and SNET provide SPRINT, and SPRINT shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. SBC-AMERITECH and SNET will provide SPRINT with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

- 6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, SPRINT may access these functions via the following methods:
- 6.1.1 In SBC-7STATE, Trouble Administration (TA) system access provides SPRINT with SBC-7STATE software that allows SPRINT to submit trouble reports and subsequently check status on trouble reports for SPRINT End-Users. TA will provide the ability to review the maintenance history of a converted Resale SPRINT account. TA is accessible via SBC-7STATE Toolbar.
- 6.1.2 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUD) allows SPRINT to perform MLT, issue trouble tickets, view status, and view trouble history on-line.
- 6.1.3 In SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.
- 6.1.4 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1.227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by SPRINT and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. SPRINT and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

- 7.1 SBC-7STATE will bill SPRINT for Resold services and UNEs. SBC-7STATE will send associated billing information to SPRINT as necessary to allow SPRINT to perform billing functions. At minimum SBC-7STATE will provide SPRINT billing

information in a paper format or via magnetic tape, as agreed to between SPRINT and SBC-7STATE.

- 7.1.1 For Resale Services in PACIFIC, SPRINT may elect to receive Custom Billing Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.
- 7.1.2 For Resale Services in SBC-AMERITECH, SPRINT may elect to receive its bill on CD.
- 7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:
 - 7.2.1 In SBC-SWBT, SPRINT may receive Bill PlusTM, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.
 - 7.2.2 In SBC-SWBT, SPRINT may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
 - 7.2.3 In SBC-7STATE, SPRINT may receive a mechanized bill format via the EDI 811 transaction set.
 - 7.2.4 In SBC-13STATE, SPRINT may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format
 - 7.2.5 In SBC-7STATE, SPRINT may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when SPRINT's End Users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.
 - 7.2.6 In SNET, SPRINT may receive a Billing Detail File on cartridge or magnetic tape.
 - 7.2.7 In SBC-AMERITECH, SPRINT may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.
- 7.3 Electronic access to billing information for UNE will also be available via the following interfaces:
 - 7.3.1 SBC-8STATE makes available to SPRINTs a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data

Tape contains the same information that would appear on SPRINT's paper bill. SBC-AMERITECH also makes available to SPRINT's a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

- 7.3.2 In SBC-SWBT, SPRINT may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.
- 7.3.3 In SBC-13STATE, SPRINT's will receive a Daily Usage Extract electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Interface (EMI) format.
- 7.3.4 SBC-7STATE, SPRINT may receive Local Disconnect Report records (via CARE records) electronically that indicate when SPRINT's End Users, utilizing SBC-7STATE, ports, change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

- 8.1 SPRINT must access OSS interfaces via a SPRINT Remote Access Facility. For the SBC-SWBT region, the LRAF located in Dallas, Texas will be used. The PRAF in Fairfield, CA handles the PACIFIC and NEVADA regions. The ARAF, located in Chicago, IL, serves SBC-AMERITECH and the SRAF in New Haven, CT, handles the SNET region. Connection to these Remote Access Facilities will be established via a "port" either through dial-up or direct connection as described in Section 8.2. SPRINT may utilize a port to access SBC-13STATE OSS interfaces to perform the supported functions in any SBC-13STATE where SPRINT has executed an Appendix OSS.
- 8.2 For SBC-13STATE, SPRINT may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," SPRINT shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF, PRAF, ARAF, or SRAF. Switched Access "Dial-up Connections" require SPRINT to provide its own modems and connection to the SBC-SWBT LRAF, PACIFIC PRAF, AMERITECH ARAF, and SNET SRAF. SPRINT shall pay the cost of the call if Switched Access is used.
- 8.3 For SBC-13STATE, SPRINT shall use TCP/IP to access SBC-13STATE OSS via the LRAF, ARAF, SRAF, and the PRAF. In addition, each CLEC shall have one valid Internet Protocol (IP) network address per region. SPRINT shall maintain a user-id / password unique to each individual for accessing a SBC-SWBT, PACIFIC, NEVADA, AMERITECH, OR SNET OSS on SPRINT's behalf. SPRINT shall provide estimates regarding its volume of transactions, number of concurrent users,

desired number of private line or dial-up (switched) connections, and length of a typical session.

- 8.4 For SBC-13STATE, SPRINT shall attend and participate in implementation meetings to discuss SPRINT LRAF/PRAF/ARAF/SRAF access plans in detail and schedule testing of such connections.

9. Data Connection Security Requirements

- 9.1 SPRINT agrees that interconnection of SPRINT data facilities with SBC-13STATE data facilities for access to OSS will be in compliance with SBC-13STATE's Competitive Local Exchange Carrier (SPRINT) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between SPRINT and the PRAF, LRAF, ARAF and SRAF for access to OSS Interfaces.

9.2 Joint Security Requirements

- 9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)
- 9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.
- 9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.
- 9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.
- 9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide

uniform protection for all equipment used in the data connections which are made as a result of the user's access to either the SPRINT or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

- 9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 Additional Responsibilities of Both Parties

- 9.3.1 Modem/Dsu Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of SPRINT equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (SPRINT) Operations Support System Interconnection Procedures document cited above.

- 9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

- 9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

- 9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

- 9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute agreed upon alternative security controls and safeguards to mitigate risks.
- 9.3.6 All network-related problems will be managed to resolution by the respective organizations, SPRINT or SBC-13STATE, as appropriate to the ownership of a failed component. As necessary, SPRINT and SBC-13STATE will work together to resolve problems where the responsibility of either Party is not easily identified.
- 9.4 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:
- 9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Section 9.5 - 9.11 summarizes the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to SPRINT or SBC-13STATE, respectively, as the providers of the computer, network or information in question.
- 9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.
- 9.5 General Policies
- 9.5.1 Each Party's resources are for approved business purposes only.
- 9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.
- 9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.
- 9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 User Identification

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 User Authentication

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user in real time.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 Monitoring And Audit

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or CLEC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, SPRINT must complete user education classes for SBC-13STATE-provided interfaces that affect the SBC-13STATE network. Course descriptions for all available classes by region are posted on the SPRINT website in the Customer Education section. SPRINT Training schedules by region are also available on the SPRINT website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable SPRINT to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	\$4,050	\$3,650	\$3,240	\$2,835	\$2,430	\$2,025	\$1,620	\$1,215	\$810	\$405
6 students	\$4,860	\$4,380	\$3,890	\$3,402	\$2,915	\$2,430	\$1,945	\$1,455	\$970	\$490
7 students	\$5,670	\$5,100	\$4,535	\$3,969	\$3,400	\$2,835	\$2,270	\$1,705	\$1,135	\$570
8 students	\$6,480	\$5,830	\$5,185	\$4,536	\$3,890	\$3,240	\$2,590	\$1,950	\$1,300	\$650
9 students	\$7,290	\$6,570	\$5,830	\$5,103	\$4,375	\$3,645	\$2,915	\$2,190	\$1,460	\$730
10 students	\$8,100	\$7,300	\$6,480	\$5,670	\$4,860	\$4,050	\$3,240	\$2,430	\$1,620	\$810
11 students	\$8,910	\$8,030	\$7,130	\$6,237	\$5,345	\$4,455	\$3,565	\$2,670	\$1,780	\$890
12 students	\$9,720	\$8,760	\$7,780	\$6,804	\$5,830	\$4,860	\$3,890	\$2,920	\$1,945	\$970

10.3 A separate agreement will be required as a commitment to pay for a specific number of SPRINT students in each class. SPRINT agrees that charges will be billed by SBC-13STATE and SPRINT payment is due thirty (30) days following the bill date. SPRINT agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which SPRINT has not contracted. Class availability is first-come, first served with priority given to SPRINT's who have not yet attended the specific class.

- 12.2 Notwithstanding any language in this Agreement regarding access to OSS to the contrary, SPRINT shall be permitted to access SBC-13STATE OSS via a Service Bureau Provider as follows:
- 12.2.1 SPRINT shall be permitted to access SBC-13STATE application-to-application OSS interfaces, via a Service Bureau Provider where SPRINT has entered into an agency relationship with such Service Bureau Provider, and the Service Bureau Provider has executed an Agreement with SBC-13STATE to Allow Service Bureau Provider to establish access to and use of SBC-13STATE's OSS.
- 12.2.2 SPRINT's use of a Service Bureau Provider shall not relieve SPRINT of the obligation to abide by all terms and conditions of this Agreement. SPRINT must ensure that its agent properly performs all OSS obligations of SPRINT under this Agreement, which SPRINT delegates to Service Bureau Provider.
- 12.2.3 It shall be the obligation of SPRINT to provide notice in accordance with the notice provisions of the Terms and Conditions of this Agreement whenever it established an agency relationship with a Service Bureau Provider or terminates such a relationship. SBC-13STATE shall have a reasonable transition time to establish a connection to a Service Bureau Provider once SPRINT provides notice. Additionally, SBC-13STATE shall have a reasonable transition period to terminate any such connection after notice from SPRINT that it has terminated its agency relationship with a Service Bureau Provider.
- 12.3 Notwithstanding any language in this Agreement regarding Performance Measures to the contrary, SBC-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC-13STATE's control associated with third-party systems or equipment including systems, equipment and services provided by a Service Bureau Provider (acting as SPRINT's agent for connection to SBC-13STATE's OSS) which could not be avoided by SBC-13STATE through the exercise of reasonable diligence or delays or other problems resulting from actions of a Service Bureau Provider, including Service Bureau provided processes, services, systems or connectivity.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.