
2. TERMS AND CONDITIONS

1. Definitions

See [Definitions for Business Communications Services](#) which is incorporated into this Schedule by this reference.

2. Undertaking of the Carrier

SPRINT COMMUNICATIONS COMPANY L. P. is a specialized communications common carrier providing intercity communications channels of various bandwidths and data speeds designed to provide for transmission of voice, data, video and other dedicated service. Facilities are offered to meet the particular transmission needs of the subscriber. The Carrier stands ready to provide technical assistance to the subscriber to the extent of properly matching the subscriber's equipment with that of the Carrier, in order to help him meet his requirements for specialized communications service.

The facilities of the Carrier will be available as soon as practicable from receipt of an order for channels between any and all points on the Carrier's system, as licensed by the Federal Communications Commission. Interconnection of the Carrier's facilities with the facilities of other communications common carriers, with private systems, and with International Record Carriers ("IRC") will be permitted.

The obligation of the Carrier to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the subscriber's order for service. The Carrier will make all reasonable efforts to secure the necessary facilities and will amend its schedule accordingly, providing such new service will not adversely affect the Carrier's present services.

3. Applicability of Standard Terms and Conditions

All terms and conditions in the Standard Terms and Conditions for Sprint Communications Services found at <http://www.sprint.com/business/support/ratesWelcome.jsp> apply to the Services provided under this schedule. Additional product-specific terms and conditions set forth in this schedule apply.

4. Limitations on Sprint's Obligation to Perform

Foreign Telecommunications Administrations may impose upon the portion of the end-to-end international service they provide certain limitations, prohibitions or restrictions which may limit the ability of subscribers or their authorized users to utilize the services furnished by Sprint. It is the responsibility of the subscriber or its authorized user to conform to any limitations, prohibitions or restrictions imposed by the Foreign Telecommunications Administration.

Digital Private Line and Optical Private Line and Optical Private Line Services are offered subject to the availability of facilities.

2. TERMS AND CONDITIONS (Continued)

5. Application for Service

Sprint may also require a signed authorization from a subscriber for additions to or changes in the existing service of such subscriber.

An application for service cancelled by the subscriber or the Carrier prior to the establishment of the service applied for is subject to the provisions of this section.

1. Cancellation of Application for Service

When the subscriber or applicant has requested the Carrier to cancel the application for service prior to service installation, cancellation charges will apply. Cancellation charges for both the underlying private line services and access will be based on the stage at which the Access Service Request ("ASR") is at, either the Pre-Access Service Request ("Pre-ASR") or the Post-Access Service Request ("Post-ASR") stage.

The Pre-ASR stage is when the ASR is complete but has not yet been sent to the Local Exchange Carrier ("LEC") or the Alternate Access Vendor ("AAV"). The Post-ASR stage is when the ASR is complete and has been sent to the LEC or AAV.

The amount of the cancellation charge will vary according to the category of service ordered and at which stage the cancellation occurred (Pre-ASR or Post-ASR). Category of services are (1) the Service Component based on IXC ordered and (2) the Access Component based on type of access ordered. See service component cancellation charges in this schedule and Schedule No. 8 for access component cancellation charges.

2. Change of an Application for Service

An Application for Service may be changed by Subscriber upon written notice to Sprint, subject to acceptance and confirmation by Sprint, provided that a charge shall apply to any change when the request is received by Sprint after notification by Sprint of the acceptance and confirmation.

Such charge shall be the sum of the charges and costs for Digital Private Line service incurred by Sprint in accommodating each change including the direct and indirect costs of facilities specifically provided or used; the costs of installation (including design preparation, engineering, supply expense, labor and supervision, general and administrative) and any other costs resulting from the preparation, installation and removal effort.

6. Payment of Charges

See [Additional Business Charges, Fees, Surcharges, and Taxes](#) which is incorporated into this Schedule by this reference.

2. TERMS AND CONDITIONS (Continued)

7. Interruption of Service

It shall be the obligation of the subscriber to notify the Carrier of any interruption in service. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by action or omission of the subscriber, not within his control, or is not in wiring or equipment connected to the terminal of the Carrier.

8. Minimum Service Period

The minimum service period for Clearline Private Line Services is dependent upon the length of service commitment for which subscriber agrees. The minimum service term is 90 days for month-to-month domestic Clearline 1.5, Clearline Fractional 1.5, Clearline Voiceband and Clearline Digital Data services and one-year domestic Clearline 45 and for international Clearline services.

9. Discontinuance of Service without Liability

A customer will not be penalized for discontinuing a Clearline digital private line agreement if:

1. A revision in the Clearline schedule provisions results in higher plan rates for the plan to which the customer has committed. The customer may request affected circuits be disconnected up to 30 days after the effective date of the higher schedule rates without penalty. Otherwise, the customer's existing agreement remains in effect and the new rates will be billed.
2. The customer selects a new plan having a longer term.

10. Trouble Shooting at Subscriber's Premises

This charge is to cover the cost to Carrier of a visit to subscriber's premises to determine what equipment is the cause of a malfunctioning channel. This charge applies in cases where Carrier identifies the trouble to be caused by subscriber-provided equipment and is unrelated to any malfunction of Carrier's service. The charge applies from the time Carrier personnel are dispatched until the problem is identified.

11. Special Service Arrangements

The rates and charges set forth in this schedule provide for furnishing service by means of facilities selected by the Carrier. Special service arrangements are involved where one or more of the following conditions are present:

1. At the request of the subscriber, the Carrier provides service by means of facilities of a type other than that which the Carrier would otherwise utilize in order to provide service to the subscriber. This type of special service arrangement might involve subscriber-specified routing or expedited construction.
2. At the request of the subscriber, the Carrier provides technical assistance of a design or consulting nature, beyond that of just properly matching subscriber's equipment with that of the Carrier's facilities.

Certain text currently on this page was previously located on Pages 37 and 40.

2. TERMS AND CONDITIONS (Continued)

12. Out-of-Hours Work Charge

This charge is to cover the additional costs incurred by the Carrier when performing standard schedule services outside of normal work hours. This charge applies to each hour expended rounded to the nearest half hour. It applies in addition to the standard schedule charges for the work requested.

13. Telecommunications Service Priority (TSP) Provisioning and Restoration

Sprint will arrange access service for provisioning and/or restoration priority on receipt of certification in conformance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations. Rates are provided under Schedule No. 8.

1. When an order for a TSP provisioning priority is received, a non-recurring charge per local channel will apply, as are provided under Schedule No. 8, Section 3.1.2.6.
2. When an order for a TSP restoration priority is received, monthly recurring and non-recurring charges per local channel will apply, as specified in Schedule No. 8, Section 3.1.2.6.
3. If a restoration is discontinued, no charge will apply.

14. Mileage Between Points of Presence

The intercity mileages between the Carrier's points of presence where services are offered is calculated based on V and H (V&H) coordinates as obtained by reference to NECA Tariff F.C.C. No. 5.

The airline mileage between two carrier network terminal offices is calculated as follows:

1. Obtain the "V" and "H" coordinates for each Sprint POP. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
2. Obtain the difference between the "V" coordinates of each of the Sprint POPs. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in step 2 above.

Certain text currently on this page was previously located on Pages 41 and 42.

2. TERMS AND CONDITIONS (Continued)

14. Mileage Between Points of Presence (Continued)

4. Add the square of the "V" difference and the "H" difference obtained in step 3 above.
5. Divide the sum of the squared numbers by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained in step 5 above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Example: The airline distance between San Francisco, CA and Portland, OR.

	<u>V</u>	<u>H</u>
San Francisco	8493	8717
Portland	<u>6799</u>	<u>8915</u>
Take difference:	1694	198
Square and add:	$2,869,636 + 39,204 = 2,908,840$	
Divide by 10 and round:	$\frac{2,908,840}{10} = 290,884$	
Take square root and round:	$290,884 = 539.34$, rounds to 540 airline miles.	

15. Multi-Location Channel Mileage Calculation

The intercity mileage for the interoffice segments on a digital private line service with multiple customer premises locations in multiple LATAs (potentially utilizing more than two points of presence), is the sum of the individual airline mileages measured between each pair of Sprint points of presence which produces the lowest total mileage charge when all of the Sprint points of presence are connected together.

Certain text currently on this page was previously located on Pages 42 and 43.

2. TERMS AND CONDITIONS (Continued)16. Points of Presence

Unless otherwise indicated, all Clearline services (Clearline 45, Clearline 1.5, Clearline Fractional 1.5, DDS and Voiceband) are available from the following Sprint fiber Points of Presence (POPs) in service and are subject to the availability of comparable access facilities. At POPs where DDS access lines are unavailable, Clearline DDS service is available via T-1 access. DDS, Voiceband, T-1 and T-3 access facilities are provided under Sprint Schedule No. 8.

Birmingham, AL	Palm Springs, CA
Dothan, AL**	Palo Alto, CA
Huntsville, AL**	Rancho Cordova, CA*,**
Mobile, AL	Redding, CA
Montgomery, AL	Rialto, CA
Fayetteville, AR**	Sacramento, CA
Little Rock, AR	Salinas, CA
Pine Bluff, AR	San Bruno, CA
Van Buren, AR	San Diego, CA
Phoenix, AZ	San Francisco, CA
Tucson, AZ	San Jose, CA
Adelanto, CA	San Luis Obispo, CA
Anaheim, CA	Santa Ana, CA
Bakersfield, CA	Santa Barbara, CA
Burlingame, CA	Santa Cruz, CA**
Camarillo, CA	Santa Maria, CA**
Chico, CA	Santa Monica, CA**
Clairmont, CA	Santa Rosa, CA*,**
Covina, CA	Solana Beach, CA
Downey, CA	Stockton, CA
Fresno, CA	Van Nuys, CA
Long Beach, CA**	Ventura, CA
Los Angeles, CA	Walnut Creek, CA
Mission Viejo, CA	Colorado Springs, CO
Modesto, CA	Denver, CO
Napa Valley, CA*,**	Bridgeport, CT
Oakland, CA	Danbury, CT**
Oceanside, CA	Hartford, CT
Ontario, CA*,**	New Haven, CT
Oroville, CA	New London, CT**

* DDS access lines are unavailable.

** T-3 access for Clearline 45 service is unavailable.

Certain text currently on this page was previously located on Page 44.

2. TERMS AND CONDITIONS (Continued)16. Points of Presence (Continued)

Stamford, CT	Boise, ID **
Washington, DC	Coer D'Alene, ID
Wilmington, DE	Bellwood, IL
Chipley, FL	Bloomington, IL
Clearwater, FL**	Carbondale*,**
Daytona Beach, FL	Champaign, IL*,**
Ft. Lauderdale, FL	Chicago-Keller, IL
Ft. Myers, FL**	Chicago-Prudential, IL
Ft. Walton Beach, FL**	Dekalb, IL*,**
Gainesville, FL**	Des Plaines, IL
Jacksonville, FL	Galesburg, IL**
Lake Buena Vista, FL**	Lawrenceville, IL
Lakeland, FL**	Mattoon, IL**
Melborne, FL**	Park Ridge, IL
Miami, FL	Peoria, IL
Ocala, FL**	Quincy, IL*,**
Orlando, FL	Rockford, IL**
Panama City, FL**	Rolling Meadows, IL
Pensacola, FL	Springfield, IL
Sarasota, FL**	Sterling, IL*,**
St. Petersburg, FL**	Auburn, IN
Tallahassee, FL	Bloomington, IN**
Tampa, FL	Columbus, IN**
West Palm Beach, FL	Elkhart, IN**
Winter Park, FL**	Evansville, IN
Albany, GA**	Fort Wayne, IN**
Atlanta, GA	Hammond, IN
Augusta, GA	Indianapolis, IN
Macon, GA**	Lafayette, IN
Savannah, GA	Portage, IN**
Smyrna, GA	Richmond, IN*,**
Cedar Rapids, IA	South Bend, IN
Clinton, IA	Terre Haute, IN
Davenport, IA**	Vincennes, IN
Des Moines, IA	Junction City, KS**
Mason City, IA**	Topeka, KS
Sioux City, IA	Wichita, KS
Ashland, KY	

* DDS access lines are unavailable.

** T-3 access for Clearline 45 service is unavailable.

Certain text currently on this page was previously located on Page 45.

2. TERMS AND CONDITIONS (Continued)16. Points of Presence (Continued)

Lexington, KY	Joplin, MO**
Louisville, KY	Kansas City, MO
Madisonville, KY	Rolla, MO**
Baton Rouge, LA	Springfield, MO**
Lafayette, LA	St. Louis, MO
New Orleans, LA	Warrensburg, MO
Shreveport, LA	Wentzville, MO**
Boston, MA	Biloxi, MS
Brockton, MA**	Jackson, MS
Framingham, MA	Billings, MT
Mansfield, MA	Helena, MT
North Chelmsford, MA	Asheville, NC
Springfield, MA	Charlotte, NC
Worcester, MA	Durham, NC**
Portland, ME	Fayetteville, NC**
Baltimore, MD	Franklinton, NC
Hagerstown, MD	Greensboro, NC**
Rockville, MD**	Greenville, NC**
Salsbury, MD**	Hamlet, NC
Silver Spring, MD**	Jacksonville, NC**
Ann Arbor, MI**	New Bern, NC**
Detroit, MI	Raleigh, NC
Flint, MI	Rocky Mount, NC**
Grand Rapids, MI	Southern Pines, NC
Iron Mountain, MI* , **	Wilmington, NC**
Kalamazoo, MI	Winston-Salem, NC
Lansing, MI	Bismark, ND
Pontiac, MI	Fargo, ND
Saginaw, MI	Grand Island, NE
Duluth, MN* , **	Lincoln, NE
Minneapolis, MN**	Omaha, NE
Owatonna, MN	Scotts Bluff, NE**
St. Cloud, MN	Manchester, NH
St. Paul, MN	
Columbia, MO**	
Jefferson City, MO	

* DDS access lines are unavailable.

** T-3 access for Clearline 45 service is unavailable.

Certain text currently on this page was previously located on Page 46.

Issued: January 2, 2004

Effective: January 2, 2004

2. TERMS AND CONDITIONS (Continued)16. Points of Presence (Continued)

Atlantic City, NJ	Oklahoma City, OK
Camden, NJ	Tulsa, OK
Edison, NJ	Eugene, OR
Hackensack, NJ	Medford, OR
Morristown, NJ	Portland, OR
Newark, NJ	Salem, OR
Pennsauken, NJ	Altoona, PA**
Sparta-Lake Mohawk, NJ	Carlisle, PA
Trenton-Mercerville, NJ	Chambersburg, PA**
Albuquerque, NM**	Erie, PA
Las Cruces, NM	Harrisburg, PA
Las Vegas, NV	Philadelphia, PA
Reno, NV	Pittsburg, PA
Albany, NY	Scranton, PA
Binghamton, NY	Providence, RI
Buffalo, NY	Charleston, SC
Garden City, NY**	Cheraw, SC
New York, NY#1**	Columbia, SC
New York, NY#2	Greenville, SC**
Niagara Falls, NY	Myrtle Beach, SC**
Poughkeepsie, NY*, **	Spartansburg, SC
Rochester, NY	Sioux Falls, SD
Syracuse, NY	Chattanooga, TN
White Plains, NY	Johnson City, TN**
Akron, OH	Knoxville, TN
Chillicothe, OH	Memphis, TN
Cincinnati, OH	Nashville, TN
Cleveland, OH	Abilene, TX
Columbus, OH	Amarillo, TX
Dayton, OH	Arlington, TX**
Fostoria, OH	Athens, TX*, **
Lima, OH**	Austin, TX
Mansfield, OH	Beaumont, TX
Sciotoville, OH	Bryan, TX
Toledo, OH	Corpus Christi, TX
Worthington, OH	
Youngstown, OH	

* DDS access lines are unavailable.

** T-3 access for Clearline 45 service is unavailable.

Certain text currently on this page was previously located on Page 47.

Issued: January 2, 2004

Effective: January 2, 2004

2. TERMS AND CONDITIONS (Continued)16. Points of Presence (Continued)

Dallas, TX	Everett, WA
Denton, TX**	Seattle, WA
El Paso, TX	Spokane, WA
Ft. Worth, TX	Tacoma, WA
Harlingen, TX**	Appleton, WI
Houston, TX	Eau Claire, WI
Irving, TX	La Crosse, WI**
Killeen, TX**	Madison, WI
Longview, TX	Milwaukee, WI
Lubbock, TX	Milwaukee (DWTN), WI**
Mcallen, TX**	Wausau, WI**
Midland/Odessa, TX	Bluefield, WV**
Plano, TX	Charleston, WV
San Angelo, TX* ,**	Clarksburg, WV* ,**
San Antonio, TX	Huntington, WV
Satsuma, TX	Martinsburg, WV**
Texarkana, TX**	Cheyenne, WY
Tyler, TX* ,**	
Waco, TX	
Wichita Falls, TX	
Provo, UT**	
Salt Lake City, UT	
Charlottesville, VA	
Edinburg, VA**	
Fredericksburg, VA	
Harrisonburg, VA**	
Lynchburg, VA	
Manassas, VA	
Newport News, VA	
Norfolk, VA**	
Reston, VA**	
Richmond, VA	
Roanoke, VA	
Winchester, VA**	
Wytheville, VA**	
Essex Junction, VT	
East Wenatchee, WA	

* DDS access lines are unavailable.

** T-3 access for Clearline 45 service is unavailable.

Certain text currently on this page was previously located on Page 48.

Issued: January 2, 2004

Effective: January 2, 2004

2. TERMS AND CONDITIONS (Continued)

17. Alternative Access Facilities

Sprint will undertake to provide Alternative Access Facilities as requested and ordered by the subscriber when such facilities are available and approved by the Carrier. At the discretion of the Carrier, such alternative access facility arrangements also may be utilized in lieu of LEC facilities. Alternative Access Facilities may vary in cost and will be charged on an individual case basis.

18. Provision of Service with Non-Fiber Access Facilities

Clearline services may be provided using non-fiber access facilities at the request of the Customer. However, in such cases, Sprint may not meet the performance objectives and applicable standards for service set forth in this schedule. Under no circumstances shall the Carrier be responsible for any direct, indirect, special, incidental or consequential damages arising directly or indirectly from the provision of service using such facilities, including without limitation any loss of Customer income or profits. The subscriber shall indemnify and hold harmless the Carrier from any and all claims, actions, costs, expenses and damages associated with or arising out of Customer's use of such facilities.

19. Call Charges

For the services set forth in this schedule, if the computed charge of a call includes a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.244 is rounded up to \$1.25).

20. Technical Obligations

See [Technical Obligations of the Business Subscriber](#) which is incorporated into this Schedule by this reference.

21. Custom Network Service Arrangements, Custom Service Agreements, Master Services Agreements, and Other Specially Priced Sprint Agreements Terms and Conditions

For Sprint customers who have Custom Network Service Arrangements, Custom Service Agreements, Master Services Agreements, or other specially priced Sprint agreements that include Scheduled Services, the Definitions and Terms and Conditions in Schedule No. 12 are incorporated into this Schedule by this reference, and may be found in [Front Matter, Schedule No. 12](#).