KMC/Sprint Arbitration Issues Matrix

Part C

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
11.	C 2. Section 6 Security Deposit *Should the provision of the interconnection agreement regarding security deposits apply to both parties?*	Open	Sprint requires all CLECs that have not established a satisfactory payment history to pay a security deposit to ensure payment for services under the interconnection agreement. Sprint does not believe it is appropriate, warranted or necessary to make the deposit reciprocal.	**6. SECURITY DEPOSIT** 6.1. Each Party reserves the right to secure the account with a suitable form of security deposit, unless good credit history has already been established by the other Party. A Party providing services may request one (1) security deposit which shall be calculated as set forth below in §§7.2 through 7.10, inclusive: 6.1.1. For the purposes of this §7, where the Partying requesting services has existing local service operations with the Party providing services prior to the Effective Date of this Agreement, the term "good credit history" shall mean that the Party requesting services has received no more than two (2) valid past due notices for undisputed amounts owed to the Party providing services in a state within the past twelve (12) consecutive month period. 6.1.2. For the purposes of this §7, if the Party requesting services has no local service operations with the Party providing services in any territory prior to the Effective Date of this Agreement or has less than twelve (12) consecutive months service, the Party providing services shall consider the Party requesting services payment history to date, credit rating, publicly available financial data, and/or any other material supplied by the Party requesting services in determining whether "good credit history" has been established. 1.1.3. For purposes of this §7, a past due notice or delinquency notice shall be considered "valid" if: (i) the Party providing services has in fact not received the amounts for which the notice is issued; (ii) the Party providing services has properly issued that notice in accordance with the notification procedures of this Agreement; and (iii) the amounts for which the notice is issued have not been disputed by the Party receiving services.	**6. SECURITY DEPOSIT** 6.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date. 6.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint. 6.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service. 6.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of $10,000. 6.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint. 6.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level ini-

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				6.2. Such security deposit shall take the form of cash or cash equivalent, a revocable letter of credit, surety bond or other forms of security acceptable to the Party receiving services. 6.3. If KMC has not established good credit history with the Party providing services and all affiliates of the Party providing services where the Party requesting services is doing or has done business as a local service provider, the Party requesting services shall remit an initial deposit to the Party providing services prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by the Party providing services of additional orders for service. 6.4. Such security deposit shall be the lesser of (i) one (1) months' estimated billings as forecasted by KMC, or (ii) one (1) month's average bill, determined based on the monthly average of the previous twelve (12) months of undisputed charges billed from Sprint for existing accounts. The security deposit will be subject to a minimum deposit level of $___.	tially used to determine the security deposit. 6.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events: 6.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or 6.7.2. when CLEC files for protection under the bankruptcy laws; or 6.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or 6.8. when this Agreement expires or terminates. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
14.	C 5. Section 4.10 VoIP *Should bill-and-keep apply to VoIP calls, to the extent they can be*	Open	KMC and other CLECs should not be allowed to use IP transport for the avoidance of access charges.	4.10 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic which crosses LATA boundaries constitute Switched Access Traffic under the Dispute Resolution provisions of this Agreement. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. Both Parties reserve the right to	4.10. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access and intrastate access).

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
	identified, until the proper regulatory classification of VoIP is resolved by the appropriate federal or state regulatory or judicial body?			advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree amend this Agreement in accordance with the General Terms and Conditions of this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any; provided however, that any VOIP transmission which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall be subject to a "bill and keep" arrangement.	

KMC/Sprint Arbitration Issues Matrix

Part E

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
42.	E 95. Section 22.3.1. Line Splitting *What rates, terms and conditions should apply to line-splitting provided by Sprint?*	Open	Sprint is entitled to recover the costs it incurs in providing line splitting to CLECs.		The parties have reached agreement on the terms and conditions. The only issue that remains open is the appropriate monthly recurring costs (MRCs) that apply to a line splitting arrangement.
44.	E 97. Section 23.1. Pending or No Facilities *Should Sprint perform routing network modifications in accordance with FCC rules?*	Open	The parties have tentatively agreed to appropriate terms and conditions reflected in the Sprint Proposed.	23.1. Consistent with the FCC's Order in Docket No. CC 01-228, *In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers* ("Triennial Review Order"), Sprint may designate an order as "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from scratch by trenching or pulling cable. Sprint shall provide notification of Pending or No Facilities orders, within two (2) business days of order receipt and shall specify whether the orders are rejected due to 'pending' facilities, 'no' facilities or additional construction required. Sprint shall include verification that all equipment and facility options have been reviewed for availability to provision the requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks. Further Sprint shall make available, where technically feasible, alternative service options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DS1. Such alternatives shall be subject to joint KMC-Sprint technical discussion and review. Following such review, KMC will make the final decision to pro-	23.1. Sprint shall provide notification of Pending or No Facilities at Parity with the timeframe for it's retail service in accordance with Commission guidelines and shall specify whether the orders are rejected due to 'pending' facilities, 'no' facilities or additional construction required. Sprint will evaluate alternative equipment and facility options in accordance with the terms of this Agreement. Where available, KMC may order an alternative arrangement including resale. KMC will make the final decision to proceed with a service provisioning alternative.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				ceed with a service provisioning alternative.	
45.	E 98. Section 24.1.1. Network Modifications for Loops *Should Sprint be permitted to loop charges which are not approved by the Commission?*	Open	Sprint will assess charges for routine network modifications made on behalf of KMC to the extent that costs are not already recovered in the unbundled loop and transport rates and consistent with 47 U.S.C. 252(d)(3) and FCC rules and regulations.	24.1.1. Sprint will make routine network modifications to unbundled loop facilities used by KMC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Sprint will recover the cost of such routine network modifications to unbundled loop facilities in its monthly recurring rates for unbundled loop.	24.1.1. Sprint will make routine network modifications to unbundled loop facilities used by KMC where the requested loop facility has already been constructed. Sprint will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. KMC will compensate Sprint for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates.
46.	E 99. Section 24.1.2. Network Modifications for Dedicated Transport *Should Sprint be permitted to impose dedicated transport charges which are not approved by the Commission?*	Open	Sprint will assess charges for routine network modifications made on behalf of KMC to the extent that costs are not already recovered in the unbundled loop and transport rates and consistent with 47 U.S.C. 252(d)(3) and FCC rules and regulations.	Sprint will make routine network modifications to unbundled dedicated transport facilities used by KMC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Sprint will recover the cost of such routine network modifications to unbundled Dedicated Transport facilities in its monthly recurring rates for the unbundled Dedicated Transport.	Sprint will make routine network modifications to unbundled dedicated transport facilities used by KMC where the requested Dedicated Transport facilities have already been constructed. Sprint will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. KMC will compensate Sprint for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates.

KMC/Sprint Arbitration Issues Matrix

Part F

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
61.	F 9. Section 1.2.1 Selection of POI *Should Sprint be allowed to designate and establish its own Point of Interconnection (POI) for the delivery of Sprint-originated traffic?*	Open	Sprint is not proposing that it be allowed to designate its own POI on KMC's network, however, there may be certain cases it may make economic and technical sense for Sprint to have the option to self-provision transport to KMC's network.	1.2.1 Physical Point of Interconnection. KMC must establish a minimum of one (1) Physical POI at any Technically Feasible point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for provisioning, engineering, maintenance, and cost of facilities its network on its side of the POI. Sprint will be responsible for provisioning, engineering, maintenance, and cost of facilities on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks. When KMC leases facilities provided by Sprint for interconnection between the KMC point of presence and the POI, Sprint will provide these facilities at TELRIC rates.	1.2.1. Physical Point of Interconnection. KMC must establish a minimum of one (1) Physical POI at any Technically Feasible point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks. Sprint reserves the right to establish its own Physical POI if CLEC elects to file, and the Commission approves, CLEC's cost studies for transport.
63.	F 11. Section 1.2.5 Virtual POI *Must KMC pay Sprint for transport and delivery to KMC of VNXX-enabled, Sprint-originated ISP-bound calls?*	Open	Sprint is entitled to compensation for transport of ISP-bound calls to a POI outside the local calling area.	No specific language proposed.	1.2.5 CLEC must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint's Local Calling Area where the call originates to deliver the traffic to the POI. Such transport will be at TELRIC based transport rates.

KMC/Sprint Arbitration Issues Matrix

Agreement: **Part J**

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
162.	J.1. Section 1.1-2.4 Performance Measures and Standards *By what measures and standards should Sprint's performance be measured?*	Open	Sprint's Performance Measurement Plan (PMP) is appropriate for Sprint and is used by Sprint for all CLECs in all states where Sprint is an incumbent local exchange company.	1. GENERAL 1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to KMC at parity with the performance provided to other carriers and to itself for like service(s). 2. REQUIREMENTS AND GUIDELINES FOR PERFORMANCE REPORTING 2.1. Sprint shall provide, on a monthly basis, performance measurement results for all states requested by KMC. Sprint shall report these results on both a KMC-specific and carrier-aggregate basis, and will include performance results for service Sprint provides to itself for comparable services. These measures shall be provided by the date established by applicable Commission rules and orders, and no later than the twentieth (20th) day of the subsequent month in all other states. 2.2. The performance measurement results to be provided shall cover Sprint's performance in the areas of Pre-Ordering, Ordering, Provisioning, Maintenance & Repair, Databases, Service Centers and Collocation. Sprint shall provide these performance measurement results in accordance with applicable Commission rules and orders, on a voluntary basis for all other states requested by KMC. The performance measurement results to be provided, and the related performance standards, are specified in Exhibit A of this Appendix. 2.3. If Sprint should fail to meet any of the	1. GENERAL 1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s).

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				performance standards specified, it shall: 2.3.1. · Provide, satisfy and otherwise comply with all remedies, requirements and/or penalties specified in applicable laws, rules or regulations. 2.3.2. Undertake a good faith root cause analysis, and implement an action plan to meet the performance standard(s) and prevent the failure(s) from recurring. 2.3.3. Where failure to meet any performance standard directly impacts KMC, the Parties shall meet to review the performance at issue, the root cause analysis and the action plan. The Parties shall bring appropriate subject matter experts as well as personnel with appropriate decision-making authority to such meetings. The Parties shall meet on a monthly basis until Sprint's performance meets the performance standard specified in Exhibit A to this Appendix or required by applicable Commission rules and orders 2.4. The Parties will establish a mechanism to address performance areas in which Sprint has failed to meet the applicable performance standard on a repeated or chronic basis. Should Sprint fail to meet a performance standard for two consecutive months or for three months in any given six (6) month period, the activities and joint meetings specified in the preceding section will be escalated to the management level above that responsible for the initial resolution. Should such escalation fail to bring Sprint's performance into compliance with the applicable standard, the issue will be escalated to the Vice Presidential level within each Party's organization.	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
163.	J. 2. Section 2.5 Performance Assurance *What remedies should be put into place to ensure that Sprint's performance meets appropriate standards?*	Open	The remedies applicable to BellSouth are not appropriate for Sprint.	2.5 The Parties agree to utilize a self-executing performance remedy plan (PRP) that will contain financial penalties for substandard performance by Sprint. The PRP will be based on the incentive plan established by the Commission for the RBOC, as modified and amended as of the date of this Agreement. The PRP will be modified from the RBOC plan to reflect only (a) the pro-rata size of the Sprint market as compared to the RBOC market, (b) the specific UNEs, Interconnection, services and interfaces to be utilized by KMC, and (c) any technical distinctions between the interfaces used by Sprint and those employed by the RBOC. The Sprint PRP will be updated annually to reflect modifications and amendments to the RBOC plan.	No specific language proposed.

KMC/Sprint Arbitration Issues Matrix

Agreement: **Part K - Collocation**

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
171.	K 8. Section 3.3 Shared cageless collocation *Is KMC allowed under prevailing law to share cageless collocation space?*	Open	The FCC rules specify that an ILEC must offer shared collocation cages to CLECs. The rules do not require shared cageless collocation.	3.3 Shared (Subleased) Caged and Cageless Collocation. KMC may allow other telecommunications carriers to share its caged collocation or cageless rack bay arrangements pursuant to terms and conditions agreed to by KMC ("Host") and other telecommunications carriers ("Guests"). KMC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by KMC that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement.	3.3 Shared (Subleased) Caged Collocation. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests"). CLEC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.
203.	K 40. Section 12.2.1 Interconnection and cross connect facilities. *Should KMC be allowed to provision cross-connects within its collocation space without application or additional charges by Sprint?*	Open	Sprint agrees that KMC may provision its own cross-connects that are entirely within KMC's collocation space or between adjacent collocation spaces without being required to submit a collocation application or being subject to additional Sprint charges.	12.2.1 Interconnection. Sprint shall permit KMC to interconnect its network, via cross-connect facilities ("XC"), with that of another adjacently collocated telecommunications carrier at the Sprint Premises. A XC is a cabling scheme between cabling runs (including dark fiber), subsystems, and equipment using patch cords or jumper wires that attach the cabling scheme to connection hardware on each end, as defined and described by the FCC in its applicable rules and orders. Rates are set forth in Table XX of this Attachment. KMC may provision XCs within its Collocation Space without application or additional charges by Sprint. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of KMC per KMC's request.	12.2.1 Co-Carrier Cross Connects (CCXC). Sprint, shall permit KMC to interconnect its network, via cross-connect facilities ("X-C"), with that of another adjacently collocated telecommunications carrier (TC) at the Sprint Premises provided KMC follows prescribed technical and safety guidelines. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of KMC per KMC's request.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
211.	K 48. Section 13.3 Shared Use *May KMC utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to its collocation arrangement?*	Open	An entrance facility should terminate to one location in Sprint's central office. Sprint will allow KMC to interconnect with third party facilities in Sprint's central office using co-carrier cross connects.	13.3 Shared Use. KMC may utilize the spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to KMC's collocation arrangement within the same Premises. Sprint shall allow the splice, as long as the fiber is non-working dark fiber.	No specific language proposed.
183.	K 20. Section 5.1.2 Augments *What should be the legal timeframe for Sprint to complete simple augments and what fee should apply?*	Open	Sprint offers two levels of augments: minor and major. Different fees are applicable based on the level of work to be performed.	5.1.2 Application Augment Fee. In the event KMC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, KMC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The Application Augment Fee shall be dependent upon the level of assessment needed for the augment. Where the augment does not require assessment for provisioning or construction work but requires administrative costs by Sprint, an Administrative Only Application Fee as set for in Table Two. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space. 5.1.2.1 Simple augments will be completed within	5.1.2. Application Augment Fee. In the event KMC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, KMC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HV AC requirements, changes to power plant requirements and equipment additions.

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				twenty (20) calendar days after receipt of the BFFO for an: · 5.1.2.1.1. Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available. 5.1.2.1.2. Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB 5.1.2.2. Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:]5.1.2.2.1. 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist) 5.1.2.2.2. 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist) 5.1.2.2.3. Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist) 5.1.2.3. Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for: 5.1.2.3.1. 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required) 5.1.2.3.2. 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				Structure as Required) 5.1.2.3.3. 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required) 5.1.2.3.4. Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded) 5.1.2.4. Major Augments –Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for additional physical collocation space (caged or cageless). Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.	
	Section 3.8.7 and 3.8.8. Conversion of virtual collocation arrangements to physical collocation arrangements.	Open	The FCC does not require ILECs to allow in-place conversions of virtual collocation arrangements to physical collocation arrangements. Sprint will allow the conversion of virtual collocation to physical collocation subject to the language reflected in Sprint Proposed.	3.8.7. Virtual to Physical Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, KMC may transition its virtual collocation arrangements to physical collocation arrangements. In the event that Sprint knows when additional space for physical collocation may become available at the location requested by KMC, such information will be provided to KMC in Sprint's written denial of physical collocation. KMC must arrange with Sprint or a Sprint certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the costs of such relocation. If KMC requests a conversion from virtual to collocation to physical collocation, the	Virtual Collocation Transition. Upon request by KMC, virtual collocation arrangements provisioned prior to the availability of physical cageless collocation in a Premise may be converted to physical collocation arrangements. In converting such arrangements, the Sprint may require KMC to relocate its equipment. If relocation is required, Sprint will make reasonable efforts to avoid unnecessary relocation of equipment that KMCs request to convert from virtual to physical collocation. Sprint will also take appropriate steps to minimize inconveniences to KMC and the risks of service disruptions to KMC's customers. Upon conversion from virtual to physical, equipment ownership will revert back to KMC. KMC's cageless rack space will be clearly marked through floor-markings or other

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Status	Comments	KMC Proposed	Sprint Proposed
				response times described in this Attachment shall apply. · 3.8.8. Conversion of Virtual Collocation Space to Physical Collocation Space. Sprint will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangements pursuant to the FCC regulations.	identification; and KMC will comply with all security requirements applicable to cageless collocation. KMC will not be required to bear the cost of relocating virtually-collocated equipment in Sprint's Premises in order to convert it to cageless collocation, provided that no additions or reconfigurations of that equipment are necessary; however, relocation may be required if there is any commingling of equipment either with Sprint or another CLEC.