

SPRINT

SCHEDULE NO. 12
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Effective October 15, 2004

CUSTOM NETWORK SERVICE ARRANGEMENTS¹

This schedule applies to Sprint Custom Service Arrangements ("CSAs") provided by Sprint Communications Company L.P. for interstate or foreign telecommunications in accordance with the Communications Act of 1934, as amended. Sprint CSAs are furnished from customer-selected areas in the contiguous United States, Hawaii, Puerto Rico and the U.S. Virgin Islands to terminating points in the contiguous United States, Hawaii, Alaska, Puerto Rico, U.S. Virgin Islands and those international termination points listed in Sprint's Schedule Nos. 7, 8, and 11. In addition, certain Sprint Network Services are furnished from international origination points to terminating points in the contiguous United States, Hawaii, Puerto Rico and the U.S. Virgin Islands.

The domestic services portion of the CSAs in this schedule are superseded by the Customer's contract and are provided for informational purposes only. They are not filed pursuant to the schedule filing requirements of 47 U.S.C. Section 203.

¹ Formerly found in Sprint Tariff F.C.C. No. 12, originally effective March 7, 1995.

CUSTOM NETWORK SERVICE ARRANGEMENTS

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CUSTOM NETWORK SERVICE ARRANGEMENTS

EXPLANATION OF ABBREVIATIONS

ACF: Access Coordination Fee
ATM: Asynchronous Transfer Mode
ATP: Access Term Plan
CCI: Consortium Communications International, Inc.
CIR: Committed Information Rates
CNSA: Custom Network Service Arrangement
COC: Central Office Connection Charge
DAF: Dedicated Access Facility
DAL: Dedicated Access Line
DDS: Clearline Digital Data Service
DS-0: Clearline Voiceband
DS-1: Clearline 1.5
DS-3: Clearline 45
EFC: Entrance Facilities Charge
FCC: Federal Communications Commission
F DS-1: Clearline Fractional 1.5
IPL: International Private Line
ISDN: Integrated Services Digital Network
IXC: Interexchange portion of a Clearline circuit
Kbps: Kilobits per second
LEC: Local Exchange Carrier
MAC: Minimum Annual Commitment
MATR: Minimum Average Time Requirement
MC: Minimum Commitment
MMC: Minimum Monthly Commitment
MRC: Monthly Recurring Charge
MSC: Minimum Service Commitment
MTC: Minimum Term Commitment
MVS: Monthly Volume of Service
NPA: National Numbering Plan Area
NRC: Non-recurring Charge
PIC: Primary Interchange Carrier
PRI: Primary Rate Interface
PVC: Permanent Virtual Circuit
T-1: 24 Channel local access line
T-3: Local access line equal to 28 T-1s
SCR: Sustainable Cell Rate
VPP: Volume Pricing Plan

CUSTOM NETWORK SERVICE ARRANGEMENTS

1. APPLICATION OF TARIFF

- 1.1 This schedule applies to Custom Service Arrangements ("CSAs") (also referred to as Customer Network Service Agreements or "CNSAs") provided by Sprint Communications Company L.P. ("Sprint"). Each individually designed CSA is customized to meet the diverse communications and network needs of a Sprint customer or customers. The underlying switched and dedicated Network Services included within a CSA are furnished under this schedule and Sprint's Schedule Nos. 2, 5, 6, 7, 8, 10 and 11 as referenced herein. CSAs may include network management; network engineering, design and optimization; network operations and planning; disaster recovery; contingency planning; procurement; vendor management; and training. Except as expressly provided herein, all of the rates, terms and conditions set forth in Sprint's Schedule Nos. 2, 5, 6, 7, 8, 10 and 11 apply to all CNSAs.
- 1.2 Sprint is classified jurisdictionally as an interstate and international communications common carrier by the Federal Communications Commission under authority of the Communications Act of 1934, as amended, and an intrastate communications common carrier by state regulatory bodies.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS

Each CSA contains a Network Service or combination of Network Services. Unless otherwise specified herein, all of the product specific terms and conditions set forth in Sprint's Schedule Nos. 7, 8 and 11 and in the Standard Terms and Conditions for Communications Services apply to the Network Services provided under the CSAs. The contract schedule options herein summarize the customer's agreements for the provision of CSAs and contain CSA charges, as well as material classifications, practices and regulations affecting such charges.

2.1 DEFINITIONS

Certain terms used generally through this schedule and in Sprint's CSAs are defined below.

Base Service Schedule: The base service schedule contains all the rates and product specific terms and conditions for a particular Sprint Service.

Condition: A condition is a requirement that a Customer must satisfy in order to receive all of the benefits of its CSA. Unless otherwise specified in a CSA, Customer must satisfy the condition during each billing month of the Term. If Customer fails to satisfy a condition, then certain adjustments described in the CSA may be made to the terms of Customer's purchase of Network Services. If no specific adjustments are stated in the CSA, then Sprint may adjust customer's charges for Network Services upon notice to customer to an amount equal to Sprint's list pricing.

Commencement Date: The Commencement Date is the first day of the complete billing month following execution of the CSA by both Sprint and the customer, unless a different date is specified in the CSA. Pricing, Services and other arrangements under a CSA agreement will take effect on the Commencement Date.

Contract Year: The Contract Year is the twelve month billing period starting on the Commencement Date (or the day following the ramp up period, if an initial ramp up period is provided, unless the Customer's CSA specifies a different date) and any anniversary thereof. If the number of months in the Term is not evenly divisible by 12, all of Sprint's and Customer's annual obligations during the last partial Contract Year will be prorated based upon the number of billing months in such partial Contract Year.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (CONTINUED)

Contributory Services: Sprint Services which contribute to meeting the Minimum Service Commitment are referred to as MSC Contributory Services. Sprint Services which contribute to the Monthly Volume of Services are referred to as MVS Contributory Services.

Credits: Sprint may issue one or more Credits applicable to a customer's account. The number, frequency and amount(s) of such Credits will be specified in the customer's CSA and all such Credits are subject to the limitations and conditions set forth in the CSA and this schedule. All Credits under a CSA are applied to interstate and international charges. Credits may be applied to the customer's account one month in arrears.

Custom Service Agreement (CSA): A Custom Service Agreement is an agreement, sometimes referred to as a Custom Network Service Arrangement ("CNSA"), Master Services Agreement, MSA, or the like, between Sprint and a customer or customers for the customized provision of Sprint Services. The charges for some or all of such Services may reflect additional charges and/or discounts which may be in addition to, or in lieu of, the base service schedule rates and standard schedule discounts and other promotions and discounts available to customers under applicable base service schedules. Agreements become effective upon their execution by both parties. For all contracts which were entered into prior to the initial filing of this schedule and which remain in effect after March 6, 1995, the contracts will be summarized in the format of a CSA indicating the rates, discounts, credits, concessions, terms and conditions in effect after March 6, 1995.

Customer: The customer is the person, firm, company, corporation or other entity that enters into a CSA and is responsible for the payment of charges and for compliance with this schedule. Customer may include purchases by its subsidiaries, affiliates and other member organizations under the conditions and requirements in the customer's CSA. Except as otherwise provided in the customer's CSA, all of the terms and conditions of the CSA apply to customer's affiliated entities included under its CSA, and customer is responsible for all charges billed to such entities.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)

2.1 DEFINITIONS (Continued)

Discounts: Various types and combinations of discounts, credits, concessions and waivers may be specified in CSA agreements. The most common types of discounts include:

Type One (1) Discount: An "additional discount", also sometimes stated as "in addition to", is a discount that is calculated as a percentage of certain Service usage charges specified in the CSA, after standard schedule discounts have been applied. The resulting dollar amount is then added to the standard schedule discounts applicable to the customer's Service.

Example of a Type One (1) Discount Calculation (10%):

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ <u>250,000</u>
Base service schedule volume discount (20%)	\$ <u>50,000</u>
	\$ <u>200,000</u>
Base service schedule term discount (10%)	\$ <u>20,000</u>
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
10% Additional Discount (\$180,000 x .1)	\$ <u>18,000</u>
Net charges	\$ 162,000

THIS EXAMPLE IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THE RATES, DISCOUNTS AND CHARGES DEPICTED ARE NOT INTENDED TO BE REPRESENTATIVE OF ACTUAL RATES, DISCOUNTS OR CHARGES THAT A CUSTOMER MIGHT EXPECT TO RECEIVE.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)

2.1 DEFINITIONS (Continued)

Discounts (Continued)

Type Two (2) Discount: An "additive discount" is a discount that is a percentage of certain Service usage charges specified in the CSA, calculated prior to the application of any other discounts. The resulting dollar amount is then added to the standard schedule discounts applicable to the customer's Service.

Example of a Type Two (2) Discount Calculation (10%):

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ 250,000
Base service schedule volume discount (20%)	\$ 50,000
	<u>\$ 200,000</u>
Base service schedule term discount (10%)	\$ 20,000
	<u>\$ 20,000</u>
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
10% Additive Discount (\$250,000 x .1)	\$ 25,000
	<u>\$ 25,000</u>
Net charges	\$ 155,000

THIS EXAMPLE IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THE RATES, DISCOUNTS AND CHARGES DEPICTED ARE NOT INTENDED TO BE REPRESENTATIVE OF ACTUAL RATES, DISCOUNTS OR CHARGES THAT A CUSTOMER MIGHT EXPECT TO RECEIVE.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)Discounts (Continued)

Type Three (3) Discount: An "in lieu of discount" is a discount that is a percentage of certain Service usage charges specified in the CSA, calculated prior to the application of any other discounts. The resulting dollar amount is then reduced by the amount of any discounts available on the same Service usage during the same billing month. The difference, or the Type 3 Discount, is then added to the customer's standard schedule discounts and other discounts applicable to customer's Service.

Example of a Type Three (3) Discount Calculation (30%):

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ <u>250,000</u>
Base service schedule volume discount (20%)	\$ <u>50,000</u>
	\$ <u>200,000</u>
Base service schedule term discount (10%)	\$ <u>20,000</u>
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
30% In Lieu of Discount ([\$250,000 x .3] - \$70,000)	\$ <u>5,000</u>
Net charges	\$ 175,000

THIS EXAMPLE IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THE RATES, DISCOUNTS AND CHARGES DEPICTED ARE NOT INTENDED TO BE REPRESENTATIVE OF ACTUAL RATES, DISCOUNTS OR CHARGES THAT A CUSTOMER MIGHT EXPECT TO RECEIVE.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)

2.1 DEFINITIONS (Continued)

Discounts (Continued)

Type Four (4) Discount: A "fixed rate discount" or "flat rate discount", also referred to simply as a "fixed rate" or "flat rate", is calculated as the difference between customer's usage charges for the Service types specified in the CSA for a billing month, after all other applicable discounts, and an amount equal to the number of seconds, minutes or other measure of usage of the same Service types multiplied by the appropriate rate or rates specified in the CSA.

Example of a Type Four (4) Discount Calculation
 (\$0.17/minute):

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ 250,000
Base service schedule volume discount (20%)	\$ 50,000
	<u>\$ 200,000</u>
Base service schedule term discount (10%)	\$ 20,000
	<u>\$ 20,000</u>
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
Flat Rate Discount (\$180,000 - [1,000,000 x \$0.17])	\$ <u>10,000</u>
Net charges	\$ 170,000

THIS EXAMPLE IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THE RATES, DISCOUNTS AND CHARGES DEPICTED ARE NOT INTENDED TO BE REPRESENTATIVE OF ACTUAL RATES, DISCOUNTS OR CHARGES THAT A CUSTOMER MIGHT EXPECT TO RECEIVE.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)

2.1 DEFINITIONS (Continued)

Discounts (Continued)

Type Five (5) Discounts: A "postalized rate discount" or "adjustable flat rate discount" is calculated as the difference between customer's usage charges for the Service types specified in the CSA for a billing month, after all other applicable discounts, and an amount equal to the number of seconds, minutes or other measure of usage of the same Service types multiplied by the appropriate rate or rates specified in the CSA. If Sprint increases its standard base service schedule usage rates for Services receiving Type 5 Discounts under a CSA at any time during the Term, Sprint may increase each or any of the postalized rates set forth in the CSA by the same percentage amount as the announced base service schedule rate increase for the same Service.

Example of a Type Five (5) Discount Calculation (\$0.175/minute):

Base service schedule rate	\$ 0.2500
Minutes	<u>1,000,000</u>
Total (prior to all discounts)	\$ 250,000
Base service schedule volume discount (20%)	\$ 50,000
	<u>\$ 200,000</u>
Base service schedule term discount (10%)	\$ 20,000
Total schedule discounts (\$50,000 + \$20,000)	\$ 70,000
Net of schedule discounts (\$250,000 - \$70,000)	\$ 180,000
Postalized Rate Discount (\$180,000 - [1,000,000 x \$0.175])	\$ 5,000
Net charges	<u>\$ 175,000</u>

THIS EXAMPLE IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THE RATES, DISCOUNTS AND CHARGES DEPICTED ARE NOT INTENDED TO BE REPRESENTATIVE OF ACTUAL RATES, DISCOUNTS OR CHARGES THAT A CUSTOMER MIGHT EXPECT TO RECEIVE.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)

2.1 DEFINITIONS (Continued)

Discounts (Continued)

Incremental Discount:

Each of the five types of discounts described above, and other types of discounts, may be stated in volume sensitive tables in a CSA. The CSA may also specify that a discount is incremental. An incremental discount, also known as a marginal rate discount table or "tax table" discount, is calculated by applying the discount for the first tier to the volume for the first tier, plus the volume for the second tier multiplied by the second tier discount, and the same for the following tiers of the table, until the customer's total volume for the period is reached and the total discount is calculated.

Example of an Incremental Discount Calculation:

The customer uses 1,000,000 minutes of usage at a \$0.25 per minute base rate with an additional discount (Type 1 Discount) based upon the following incremental discount table.

<u>Minutes of Use</u>	<u>Discount Rate</u>
50,000 - 100,000	5%
100,001 - 500,000	10%
500,001 - 1,500,000	15%
1,500,001 +	20%

Incremental Discount Calculation:

	<u>Discount Rate</u>	<u>Discount Rate</u>	<u>Net Charges</u>
50,000 min. x \$0.25 = \$ 12,500	0%	\$ -0-	\$ 12,500
50,000 min. x \$0.25 = \$ 12,500	5%	\$ 625	\$ 11,875
400,000 min. x \$0.25 = \$100,000	10%	\$10,000	\$ 90,000
500,000 min. x \$0.25 = \$125,000	15%	\$18,750	\$106,250
<u>1,000,000 min.</u>		<u>\$29,375</u>	<u>\$220,625</u>

THIS EXAMPLE IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THE RATES, DISCOUNTS AND CHARGES DEPICTED ARE NOT INTENDED TO BE REPRESENTATIVE OF ACTUAL RATES, DISCOUNTS OR CHARGES THAT A CUSTOMER MIGHT EXPECT TO RECEIVE.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)

2.1 DEFINITIONS (Continued)

Discounts (Continued)

Retroactive Discounts:

Each of the five types of discounts, and other types of discounts, may be stated in volume sensitive tables in a CSA. The CSA may also specify that a discount is retroactive. A retroactive discount is calculated by applying the discount corresponding to the volume tier achieved by the customer by the customer's total volume for the period. If a CSA does not specify whether discounts in a table are applied incrementally or retroactively, the discounts will be applied retroactively.

Example of a Retroactive Discount Calculation:

The customer uses 1,000,000 minutes of usage at a \$0.25 per minute base rate with an additional discount (Type 1 Discount) based upon the following retroactive discount table.

<u>Minutes of Use</u>	<u>Discount Rate</u>
50,000 - 100,000	5%
100,001 - 500,000	10%
500,001 - 1,500,000	15%
1,500,001 +	20%

Retroactive Discount Calculation:

	<u>Discount</u>	<u>Discount</u>	<u>Net</u>
	<u>Rate</u>	<u>Rate</u>	<u>Charges</u>
1,000,000 min. x \$0.25	15%	\$37,500	\$212,500
= \$250,000			

THIS EXAMPLE IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THE RATES, DISCOUNTS AND CHARGES DEPICTED ARE NOT INTENDED TO BE REPRESENTATIVE OF ACTUAL RATES, DISCOUNTS OR CHARGES THAT A CUSTOMER MIGHT EXPECT TO RECEIVE.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)

Exclusive Interexchange Carrier or Exclusive Carrier: If Customer is specifically obligated under its CSA to have Sprint as its Exclusive Interexchange Carrier or Exclusive Carrier, Customer will award Sprint all (or such other amount as may be specified in its CSA) of its and its affiliated entities' interexchange telecommunications services of the type(s) included under the CSA and such additional Services as may be specified in the agreement during each billing month of the Term. Affiliated entities include all of customer's majority owned subsidiaries, parent companies for which customer purchases or influences the purchases of telecommunications services, and other entities under the control of or common control with customer and for which customer either purchases, controls or directs the purchases of telecommunications services. Affiliated entities include all such entities acquired after the date of customer's CSA. Customer's total volume of telecommunications services will not include (for purposes of this calculation) any binding commitments that any affiliated entity may have with another interexchange carrier on the effective date of customer's CSA or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Sprint Service outage, and any other service usage expressly excluded under Customer's CSA. The amount of any such commitments will be deducted from customer's total amount of telecommunications services when measuring customer's compliance with this provision. Upon Sprint's request, customers designating Sprint as their exclusive interexchange carrier must provide copies of all interexchange carrier invoices and reports for telecommunications services purchased during the preceding six months in order to permit Sprint to audit customer compliance. If a customer fails to comply with this requirement, after written notice from Sprint, customer will not receive any discounts, concessions, waivers or credits under its CSA and all charges to customer for Services under the CSA will be based upon base service schedule rates and standard schedule discounts.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)

Exclusive Telecommunications Services Provider: If Customer is specifically obligated under its CSA to have Sprint as its Exclusive Telecommunications Services Provider, Customer will award Sprint all (or such other amount as may be specified in its CSA) of its and its affiliated entities' voice and data interexchange telecommunications services during each billing month of the Term. Affiliated entities include all of customer's majority owned subsidiaries, parent companies for which customer purchases or influences the purchases of telecommunications services, and other entities under the control of or common control with customer and for which customer either purchases, controls or directs the purchases of telecommunications services. Affiliated entities include all such entities acquired after the date of customer's CSA. Customer's total volume of telecommunications services will not include (for purposes of this calculation) any binding commitments that any affiliated entity may have with another interexchange carrier on the effective date of customer's CSA or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Sprint Service outage, and any other service usage expressly excluded under Customer's CSA. The amount of any such commitments will be deducted from customer's total amount of telecommunications services when measuring customer's compliance with this provision. Upon Sprint's request, customers designating Sprint as their exclusive telecommunications services provider must provide copies of all interexchange carrier invoices and reports for telecommunications services purchased during the preceding six months in order to permit Sprint to audit customer compliance. If a customer fails to comply with this requirement, after written notice from Sprint, customer will not receive any discounts, concessions, waivers or credits under its CSA and all charges to customer for Services under the CSA will be based upon base service schedule rates and standard schedule discounts.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)

Initial Term: The Initial Term is the number of months, years or such other period designated in a customer's CSA as the original contract duration prior to any renewals or extensions. The Initial Term will begin on the Commencement Date.

Installation Charges: Installation charges are the non-recurring charges associated with establishing Service or a Service element.

Local Access Line: A local access line is a LEC-provided local loop/circuit including channel termination and channel mileage charges but not including ACF, COC or other access-related charges.

Monthly Usage: Monthly Usage is customer's total monthly usage charges for the Services and/or Service elements specified in customer's CSA, calculated after all available discounts have been applied. If only one Service or Service element is used to calculate a customer's Monthly Usage, then that Service name is often added to the defined term. For example, "Monthly VPN Usage" is Monthly Usage of VPN Service, as further described in the customer's CSA.

Monthly Volume of Services (MVS): The Monthly Volume of Services is a measure of a customer's monthly Sprint interexchange network service usage (most commonly based upon charges, but may also be stated in minutes or any other measure of usage) which may include circuit charges and other non-usage based charges described in the customer's CSA for the specific Services and Service elements listed in the customer's CSA (MVS Contributory Services). A customer's Monthly Volume of Services may be denoted as either "Net" or "Gross" (if no such notation appears, then Monthly Volume of Services will be "Gross") and is the sum of all or part of the following:

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)Monthly Volume of Services (MVS) (Continued)

(i) the customer's total monthly usage charges for VPN, VPN Premiere, Premiere Toll Free, Sprint Clarity, Real Solutions, Business Sense, Ultra Toll Free, FONLINE, Hospitality Connection Service, International Toll Free Service, Ultra WATS and/or Dial-1 Service, WATS Services, calculated either at standard schedule base rates before any discounts are applied ("Gross") or after all standard Schedule discounts have been applied ("Net"), and

(ii) the customer's total monthly usage charges for SprintNet PDN (X.25), Frame Relay permanent virtual circuits and access channels, SprintFax Broadcast Distribution, SprintFax Document-on-Demand (outbound usage), SprintNet Messaging, Sprint Meeting Channel, Sprint Conference Line, Corporate Account Service, Interactive Toll Free, Custom Telemedia Solutions, TranXact, Opinion Plus, and/or Directory Assistance, calculated after all available discounts have been applied, and

(iii) total monthly circuit charges for the interexchange portion of Customer's domestic Clearline 45, Clearline 1.5, Fractional Clearline 1.5, Clearline Voice and/or Clearline DDS (56 Kbps and subrate) private line circuits, and the domestic extension of international Clearline 45, Clearline 1.5, Fractional Clearline 1.5, Clearline Voice and/or Clearline DDS (56 Kbps and subrate) private line circuits, calculated after all available discounts have been applied, and

(iv) similar charges for other Services as specified in the customer's agreement.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)

2.1 DEFINITIONS (Continued)

Monthly Volume of Services (MVS) (Continued)

MVS does not include taxes, interest, surcharges, access line, access facilities and other charges associated with access, fixed recurring charges (other than specified interexchange circuit charges), feature charges, operator service surcharges, directory assistance charges, installation charges, account charges, set up fees, report charges and other non-recurring charges, unless expressly included under a CSA.

Net Effective Usage Discount or Net Effective Discount: Net effective usage discount or net effective discount is the effective discount which a customer will receive for a Service or Service element under the customer's CSA. Customer may also receive additional discounts, credits and other adjustments to the Net Effective Usage discounted rates or to the Customer's account, as specified in the CSA. The Net Effective Usage Discount or Net Effective Discount does not include the effect of rounding on the per call charges. (See Example following "Net Effective Usage Rate".)

Net Effective Usage Rate or Net Effective Rate: Net effective usage rate or net effective rate is the effective rate which a customer will pay for a Service or Service element under the customer's CSA for Usage Charges. Customer may also receive additional discounts, credits and other adjustments to the Net Effective Usage discounted rates or to the Customer's account, as specified in the CSA. Net Effective Usage Rate or Net Effective Rate only includes usage charges and does not include charges such as non-recurring charges, monthly recurring charges, per call or per minute surcharges, fees and taxes, nor does it include the effect of rounding on the per call charge. (See Example below.)

Example

Assume a customer is eligible for the following discounts based upon "Monthly Minutes of Use":

<u>Monthly Minutes Of Use</u>	<u>Dedicated Service</u>	<u>Switched Service</u>
100,000-499,999	8.0%	10.0%
500,000-999,999	9.0%	15.0%
1,000,000+	10.0%	20.0%

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)

2.1 DEFINITIONS (Continued)

Net Effective Usage Rate or Net Effective Rate (Continued)

Assume further a dedicated base rate of \$.25 per minute for 1,000,000 minutes of dedicated service and a switched base rate of \$.30 per minute for 250,000 minutes of switched service. The following is a calculation of the net effective usage rate:

Example (Continued)

	Switched Service	Dedicated Service	Total
Base rate	\$.30	\$.25	
Minutes	<u>250,000</u>	<u>1,000,000</u>	<u>1,250,000</u>
Gross Usage	\$75,000	\$250,000	\$325,000
Discount rate	20%	10%	
Discount amount	<u>\$15,000</u>	<u>\$ 25,000</u>	<u>\$ 40,000</u>
Net charges	\$60,000	\$225,000	\$285,000
Net Effective Usage Rate	(\$285,000/1,250,000) = \$0.228 (switched and dedicated services)		\$0.228
Net Effective Usage Discount	(\$40,000/\$325,000 = .1231) (switched and dedicated services)		12.3%

THIS EXAMPLE IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THE RATES, DISCOUNTS AND CHARGES DEPICTED ARE NOT INTENDED TO BE REPRESENTATIVE OF ACTUAL RATES, DISCOUNTS OR CHARGES THAT A CUSTOMER MIGHT EXPECT TO RECEIVE.

Network Services: Network Services, sometimes referenced to as a specific list of Services, are those Services to which the CSA applies.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)

Preferred Interexchange Carrier: If Customer is specifically obligated under its CSA to have Sprint as its Preferred Interexchange Carrier, Customer will award Sprint at least 98% (or such other amount as may be specified in its CSA) of its and its affiliated entities' interexchange telecommunications services of the type(s) included under the CSA and such additional Services as may be specified in the agreement during each billing month of the Term. Affiliated entities include all of customer's majority owned subsidiaries, parent companies for which customer purchases or influences the purchases of telecommunications services, and other entities under the control of or common control with customer and for which customer either purchases, controls or directs the purchases of telecommunications services. Affiliated entities include all such entities acquired after the date of customer's CSA. Customer's total volume of telecommunications services will not include (for purposes of this calculation) any binding commitments that any affiliated entity may have with another interexchange carrier on the effective date of customer's CSA or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Sprint Service outage, and any other service usage expressly excluded under Customer's CSA. The amount of any such commitments will be deducted from customer's total amount of telecommunications services when measuring customer's compliance with this provision.

Upon Sprint's request, customers designating Sprint as their preferred interexchange carrier must provide copies of all interexchange carrier invoices and reports for telecommunications services purchased during the preceding six months in order to permit Sprint to audit customer compliance. If a customer fails to comply with this requirement, after written notice from Sprint, customer will not receive any discounts, concessions, waivers or credits under its CSA and all charges to customer for Services under the CSA will be based upon base service schedule rates and standard schedule discounts. This definition is applicable only to Customers who entered into agreements prior to October 31, 2005.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)

Preferred Telecommunications Services Provider: If Customer is specifically obligated under its CSA to have Sprint as its Preferred Telecommunications Services Provider, Customer will award Sprint at least 98% (or such other amount as may be specified in its CSA) of its and its affiliated entities' voice and data interexchange telecommunications services during each billing month of the Term. Affiliated entities include all of customer's majority owned subsidiaries, parent companies for which customer purchases or influences the purchases of telecommunications services, and other entities under the control of or common control with customer and for which customer either purchases, controls or directs the purchases of telecommunications services. Affiliated entities include all such entities acquired after the date of customer's CSA. Customer's total volume of telecommunications services will not include (for purposes of this calculation) any binding commitments that any affiliated entity may have with another interexchange carrier on the effective date of customer's CSA or the date of its acquisition, as the case may be, service that is routed to another carrier during the period of any Sprint Service outage, and any other service usage expressly excluded under Customer's CSA. The amount of any such commitments will be deducted from customer's total amount of telecommunications services when measuring customer's compliance with this provision.

Upon Sprint's request, customers designating Sprint as their preferred telecommunications service provider must provide copies of all interexchange carrier invoices and reports for telecommunications services purchased during the preceding six months in order to permit Sprint to audit customer compliance. If a customer fails to comply with this requirement, after written notice from Sprint, customer will not receive any discounts, concessions, waivers or credits under its CSA and all charges to customer for Services under the CSA will be based upon base service schedule rates and standard schedule discounts. This definition is applicable only to Customers who entered into agreements prior to October 31, 2005.

Primary Interexchange Carrier (PIC): The Primary Interexchange Carrier is the carrier to which a switched local access line is presubscribed for the provision of interexchange service.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)

Qualification: If specified in the CSA, a condition which customer is required to satisfy at the Commencement Date and at certain other times during the Term as specified in the CSA. If customer fails to satisfy a qualification, then Sprint may terminate the CSA upon written notice to the customer or certain adjustments described in the CSA may be made to the terms of customer's purchase of Network Services.

Ramp Up Period: An initial period established under a CSA during which a customer is permitted time to transition services to Sprint. The customer may be relieved from certain obligations to Sprint and Sprint may be relieved of certain of its obligations to customer during the ramp up period, as expressly provided in the customer's CSA. The ramp up period may be part of the Initial Term or a separate period preceding and in addition to the Initial Term, as specified in the CSA.

Renewal Term or Renewal Period: Renewal Terms or Periods are one or more 12 month (or other length as may be specified in the customer's agreement) periods following the end of the Initial Term. Customer or Sprint, as specified in the agreement, may be permitted to renew the CSA for one or more additional renewal periods. If the CSA provides one or more Renewal Terms or Renewal Periods without specifying a procedure for invoking it or them, they will commence automatically. A Renewal Term commences immediately following the conclusion of the Initial Term or the preceding Renewal Term. In the case of automatic Renewal Terms, either customer or Sprint may elect not to renew the CSA by providing written notice of its or their election not to renew the agreement to the other party at least 30 days prior to the end of the Initial Term or then current Renewal Term. In order for customer to exercise any Renewal Term option, it must not be in default of the agreement either at the time of exercise or at the commencement of the Renewal Term. Additional terms, conditions and prerequisites to the exercise of any Renewal option may be set forth in the CSA.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)

Services: Generally, all Sprint's products and services. The CSA will specify the Services that are discounted under it.

Shortfall Liability: The difference between the Minimum Service Commitment ("MSC") and Customer's actual MSC Contributory Services Usage Charges for each period in which Customer does not achieve the MSC.

Standard Schedule Discounts: Standard schedule discounts are the standard volume and term discounts in the base service schedule, excluding all promotions, targeted calling options, Customizer Discounts, Affinity Member Benefit Program discounts, Promotional Discounts, and any other temporary promotional-type offering in Schedules Nos. 7, 8, and/or 11.

Term: The Term of a CSA includes, as applicable, the Initial Term, any Renewal Terms exercised and any additional ramp up and/or transition period permitted under a Customer's CSA. If no ramp up period, Renewal Term or transition period is permitted or elected under the CSA, the Initial Term and Term are the same and may be used interchangeably. If no other Term is specified, then the Term will be coterminous with any Term plan or other standard schedule term agreement referenced in the CSA. If no Term is specified and no standard schedule term plan applies, then the Term will be month-to-month and either party may terminate the CSA on 30 days' written notice. For information about rates upon expiration of the Term, see Section 2.8.

Transition Period: A Transition Period is an additional period, the length of which is specified in a Customer's CSA, following the expiration or conclusion of the Initial Term or the final Renewal Period during which Sprint will cooperate in an orderly and efficient transition of Network Services to a successor vendor. If no Transition Period is specified in a CSA, no Transition Period is available to Customer. Customer will remain responsible for all charges

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.1 DEFINITIONS (Continued)Transition Period (Continued)

incurred during the Initial Term, any Renewal Terms, and any charges incurred for Services provided after the Term is expired. A Transition Period is not available in the event that a CSA is terminated by Sprint as a result of a Customer's nonpayment or default. In order to receive a Transition Period, Customer must not be in default of its CSA and must have satisfied all of the Minimum Service Commitments, Conditions and Qualifications under the CSA at the conclusion of the Initial Term or the Renewal Period. Customer must inform Sprint at least 120 days (or such other period as may be specified in its CSA) in advance of its intent to allow the CSA to terminate and enter into the Transition Period. Sprint will furnish Network Services during the Transition Period at the discounts, Type 1 through Type 5 Usage Discounts only, and will not provide any other Credits, adjustments, waivers of charges or price concessions provided under the CSA. In all other respects, Sprint's standard schedule terms and conditions and other applicable policies and procedures apply to Network Services purchased during the Transition Period, in lieu of all other terms and conditions of the CSA.

Usage Charges: Usage charges are the variable recurring charges (or when referring to CLEARLINE or other services with circuit based pricing, the fixed monthly recurring circuit charge) for use of Sprint's interexchange communications network. Such charges are determined by the amount of telecommunications network service used by the customer (units of time or a similar measure). Except as may be expressly provided in a customer's CSA, usage charges do not include taxes, interest, surcharges, access line, access facilities and other charges associated with access, fixed recurring charges (other than specified interexchange circuit charges), feature charges, operator service surcharges, directory assistance charges, installation charges, account charges, set up fees, report charges and other non-recurring charges.

For the services set forth in Customer's CSA, 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).

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.2 SCOPE

This schedule is applicable, subject to availability of facilities, where the customer subscribes to Sprint Services within the United States (including Puerto Rico and the U.S. Virgin Islands) and between the United States and those international locations listed in the base service schedules. The contract schedule options herein summarize the customer CSA for the provision of Network Services and contain CSA charges for basic voice Network Services, as well as material classifications, practices and regulations affecting such charges. In the event of an inadvertent error in the summarization of the customer CSA, the CSA will govern the provision of Network Services to the customer and the schedule option will be corrected to conform to the CSA.

2.3 MINIMUM SERVICE COMMITMENTS

A customer's Minimum Service Commitment is an amount of Service usage which the customer commits to purchase within a specified period of time (e.g., month, year) that may be expressed in dollars, minutes, calls or any other appropriate measure of Service usage. When usage is expressed as charges, a customer's Minimum Service Commitment may be denoted as either "Net" or "Gross" (if no such notation appears, then the Minimum Service Commitment will be "Net"). If the customer's Minimum Service Commitment is in monthly terms, the customer's Net Minimum Monthly Commitment usage charges are measured prior to the application of credits. References to "charges" in this definition should be understood to refer to minutes, calls, miles or such other units of measure as may be specified in a customer's CSA. When a Minimum Service Commitment is expressed in units of measure other than dollars, those units will be given a dollar value in the customer's CSA for purposes of calculating any liabilities and payments due under this Section.

The customer may have a single Minimum Service Commitment or multiple Minimum Service Commitments applicable to subgroups of Sprint Services defined in the customer's CSA.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.3 MINIMUM SERVICE COMMITMENTS (Continued)

The Services and charges which contribute to the satisfaction of the customer's Minimum Service Commitment will be specified in the customer's CSA (MSC Contributory Services).

Unless otherwise specified in the CSA, if the customer fails to meet its Minimum Service Commitment(s), the customer will be billed for and will be required to pay to Sprint, in addition to all other applicable charges, Shortfall Liability. The customer's Minimum Service Commitment applies during the term, irrespective of any "ramp up" or other period in the base service schedule during which the base service schedule minimum commitment does not apply or during which cancellation under the base service schedule is permitted.

A Minimum Monthly Commitment ("MMC") is the minimum amount of Service usage charges that a customer is required to purchase from Sprint on a monthly basis.

A Minimum Annual Commitment ("MAC") is the minimum amount of Service usage charges that a customer is required to purchase from Sprint on an annual basis. In the event that the Term, Initial Term or Renewal Term, as the case may be, of a customer's CSA includes a partial Contract Year, and that Contract Year MAC is not stated separately or otherwise adjusted under the CSA, the customer's MAC will be prorated based upon the number of months in the partial Contract Year.

A Minimum Commitment ("MC") is the minimum amount of Service usage charges that a customer is required to purchase from Sprint during any other period(s) (other than monthly or annual) specified in the customer's CSA (e.g., the first two Contract Years, Term, Initial Term and/or Renewal Term).

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.3 MINIMUM SERVICE COMMITMENTS (Continued)

In order to request a Shortfall Liability Waiver to its Minimum Service Commitment under this provision, Customer must:

- (a) notify Sprint in writing of each event for which a Shortfall Liability Waiver may be requested within 30 days following the event, and
- (b) submit a written request for a Shortfall Liability Waiver within 45 days following the conclusion of the Minimum Service Commitment Period (e.g., month, year).

Customer must not be in breach of its CSA and must have satisfied all of the conditions under its CNSA in order to be eligible to receive any Shortfall Liability Waiver adjustment under this provision. Sprint will waive Customer's Shortfall Liability for the affected period only. The Shortfall Liability will not be waived for any other purpose or period.

2.4 CSA DISCOUNTS

All CSA discounts will be credited to the customer's intrastate, interstate and international charges for Network Services. Base service schedule rates and standard schedule discounts apply to call types, at any volume levels and under any other circumstances not listed in a customer's CSA. The parenthetical phrase "(calculated on intrastate, applied to interstate)" has been deleted throughout this Schedule; the page numbers and effective dates were not revised with this change.

Discounts under CSA agreements apply to usage charges and, except as expressly provided in the CSA, do not apply to other non-usage charges such as taxes, interest, surcharges, access facility charges, other charges associated with access, fixed recurring charges, installation charges and other non-recurring charges, as well as any charge, surcharge, tax or fee found at <http://www.sprint.com/business/resources/ratesandterms/taxesandsurcharges.pdf>. CSA discounts may be applied in arrears.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.4 CSA DISCOUNTS (Continued)

Other than as may be expressly permitted in its CSA, the customer is not eligible to receive any other CSA options, promotions, incentives or discounts applicable to Network Services, excluding dedicated local access service. The CSA contract discounts are in lieu of and supersede all such promotions, incentives and discounts. Customers electing to obtain Service under one CSA option may not obtain Service under another option, unless specifically permitted in the CSA option.

For dedicated access at sites added during the Term of a CSA, but not priced in the Customer's CSA, Sprint may apply the dedicated access rate under any generally available promotion in the Sprint Schedules in lieu of standard or list Schedule pricing. The access promotion rates will apply as long as the circuit is installed, but any retroactive credit adjustments will be limited to a maximum of three months' credit.

2.5 TERMINATION LIABILITY

Except as otherwise permitted under the CSA, if the customer discontinues using Network Services before the end of the Initial Term, or Renewal Term, as applicable; if Sprint terminates the CSA due to customer's nonpayment of charges or failure to meet other obligations; if customer terminates the agreement for any reason other than Sprint's material failure as permitted under its CSA; or if the customer ceases to use a material amount of Network Services under the CSA at any time during the Term, the customer will pay Sprint the monthly amount of the Minimum Service Commitment applicable during the Term or then current Renewal Term, as the case may be, (applicable MSC divided by the number of months to which it applies), multiplied by the number of months remaining in the Term, plus any other charges specified in the CSA.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.5 TERMINATION LIABILITY (Continued)

If Customer disconnects any Services in connection with the termination of the Agreement (except as permitted in the CSA), other termination liabilities as specified in the Standard Terms and Conditions for Communications Services or other product specific Schedules or product annexes may apply.

2.6 BILLING AND REPORTING

Multiple invoice formats are available to CSA customers. The presentation of CSA discounts, credits, concessions and charges invoices and reports may differ from the format specified in the CSA.

2.7 AVAILABILITY

Each CSA schedule option under Section 3 of this schedule will specify the period during which it will be available for new customer enrollment. Such period will begin on the effective date of the schedule offering. CSA schedule options are available to similarly situated customers. An applicant must not be receiving Network Services under another CSA schedule option, in breach of any Sprint agreement or obligation, nor have any outstanding past due balances with Sprint in order to request Network Services under any CSA schedule option. Requests for Network Services available under a CSA schedule option must be made in writing and received by Sprint within the period of availability and must contain a demonstration that the request is being made by a similarly situated customer. If a written request is received during the specified period, Sprint will, subject to Sprint credit approval, provide the applicant with a CSA contract. CSA contracts may not be requested after the period of availability has expired. In order to purchase Network Services under a CSA schedule option, the agreement must be signed and returned to Sprint within 15 days.

CUSTOM NETWORK SERVICE ARRANGEMENTS

2. TERMS AND CONDITIONS (CONTINUED)2.8 EXPIRATION OF THE CSA

Upon expiration of the Term in Customer's CSA, Sprint may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and discounting in the CSA, excluding minimum commitments, or, with advance notice, at standard list, tariff or Schedule pricing, unless either party provides 30 days' notice to terminate.

2.9 SPRINTGUARD AND SPRINT SECURE

SprintGUARD and Sprint Secure are no longer available for subscription. However, if a CSA customer has one of the SprintGUARD or Sprint Secure services, they may add it to additional locations, but they cannot upgrade to a higher level product.

2.10 APPLICATION OF PROMOTIONAL DISCOUNTS

Promotional discounts are applied consecutively, beginning with a discount off the base rate and thereafter on the previously discounted rate.

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