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FILE COPY



Charles J. Rehwinkel
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June 3, 1997

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

970660-TP

Re: Petition of Sprint-Florida, Incorporated
for Approval of Interconnection Agreement
with Time Warner Communications of Florida, L.P.

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies
of Sprint-Florida, Inc.'s Petition for approval of
Interconnection Agreement with Time Warner Communications of
Florida, L.P.

Please acknowledge receipt and filing of the above by
stamping the duplicate copy of this letter and returning the
same to this writer.

- ACK
- AFA
- APP
- CAF
- CMU
- CTR
- EAG
- LEG
- LIN
- OPC
- RCH
- SEC
- WAS
- OTH

Thank you for your assistance in this matter.

Sincerely,

Charles J. Rehwinkel

CJR/th

Enclosures

Time Warner AXS of
Florida, L.P. d/b/a
Time Warner Communications.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

05522 JUN-36

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In re: Petition for Approval)
of Interconnection Agreement)
Between Sprint-Florida, Inc. and)
Time Warner Communications)
of Florida, L.P.)

Docket No. 970660-TP

Filed: June 3, 1997

**PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH TIME WARNER COMMUNICATIONS OF FLORIDA, L.P.**

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of an Interconnection Agreement which Sprint-Florida has entered with Time Warner Communications of Florida, L.P. (Time Warner).

In support of this Petition, Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities" with alternative local exchange carriers. Section 364.162, Florida Statutes (1996).

DOCUMENT NUMBER-DATE

05522 JUN-35

FPSC-RECORDS/REPORTING

2. The United States Congress has also recently enacted legislation amending the Communications Act of 1934. This legislation, referred to as the Telecommunications Act of 1996, requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).

3. In accordance with the above provisions, Sprint-Florida has entered an Interconnection Agreement with Time Warner, which is a carrier certificated as an alternative local exchange carrier as that term is defined in Section 364.02(1), Florida Statutes (1996). This Interconnection Agreement was executed on May 30, 1997, and is attached hereto as Attachment A.

4. Under the Federal Act, an agreement can be rejected by the State commission only if the commission finds that the agreement or any portion thereof discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C. §252(e)(2).

5. The Agreement with Time Warner does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Agreement is also consistent with the public interest, convenience and necessity. As such, Sprint-Florida seeks approval of the Agreement from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Interconnection Agreement between Sprint-Florida and Time Warner Communications of Florida L.P.

Respectfully submitted this 3rd day of June, 1997.

Sprint-Florida, Incorporated



Charles J. Rehwinkel
General Attorney
Sprint-Florida, Incorporated
Post Office Box 2214
Tallahassee, Florida 32301
(904) 847-0244

MASTER INTERCONNECTION AGREEMENT

This Master Interconnection Agreement (the "Agreement") is entered into effective the ^{30th} day of May, 1997 by and between Time Warner Communications of Florida, L.P., (referred to as "Company") and SPRINT - Florida, Incorporated (referred to as "SPRINT") (collectively the "Parties") for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties' telecommunication networks within the State of Florida.

RECITALS AND PRINCIPLES

A. SPRINT is a Local Exchange Carrier authorized to provide certain telecommunications services within specific service areas in Florida;

B. SPRINT has been and continues to be the incumbent provider of local exchange telephone service within its service areas in Florida;

C. The Company has made application and has been granted authority to provide alternative or competitive local exchange telephone services in Florida, which includes areas within SPRINT's service areas;

D. The Parties desire to interconnect their telecommunications networks and facilities, purchase unbundled services and features, and exchange traffic so that their respective customers may communicate with each other over and through such networks and facilities;

E. The Parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251 and 252, and to replace any and all other prior agreements pertaining to the subject matter hereof, both written and oral;

F. The Parties enter into this Agreement for the purpose of facilitating the introduction of local exchange telephone competition on an expedited basis and avoiding the uncertainty and expense of mediation, arbitration and/or litigation and to establish the rates, terms, conditions and mechanisms necessary to facilitate such competition.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

1.01 **Access Service Request ("ASR")** - means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.02 **Act** - means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.03 **Affiliate** - means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this Paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty percent (50%). Person shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any state.

1.04 **Bell Communications Research ("Bellcore")** - means the organization owned jointly by the Bell regional holding companies or that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services.

1.05 **Billing Number** - means the number to which charges for a call are billable.

1.06 **Calling Party Number ("CPN")** - means a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the telephone number of the calling party.

1.07 **Carrier Identification Code ("CIC")** - means a three or four digit number assigned to an IXC that identifies that carrier's traffic.

1.08 **Central Office Switch, ("Central Office") ("CO")** - means a switching entity within the public switched telecommunications network, including but not limited to:

a. End Office Switches which are Class 5 switches from which end user Telephone Exchange Services are directly connected and offered.

b. Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

1.09 **Centralized Message Distribution System ("CMDS")** - means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.

1.10 Commercial Mobile Radio Services ("CMRS") - means a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public as set forth in 47 § 322(d)(1).

1.11 Commission - means the Commission, Board, or official (by whatever name designated) which under the laws of the State of Florida has regulatory jurisdiction of intrastate operations of telecommunications carriers. As referenced in this Agreement, this term may include the Federal Communications Commission ("FCC"), if it assumes the responsibility of the Florida Public Service Commission, pursuant to Section 252(e)(5) of the Act upon notice, to approve an interconnection agreement. This term shall also include any person or persons to whom the Florida Public Service Commission has delegated its authority under Section 251 and 252 of the Act.

1.12 Common-Channel Signaling ("CCS") - means a signaling system, developed for use between switching systems, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link, using signaling system 7 protocol.

1.13 Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any company or person authorized to provide local exchange services in competition with an ILEC.

1.14 Control Office - is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

1.15 Customer Local Area Signaling Services ("CLASS") - means features available to end users based on the availability of CCS. Class features include, but are not necessarily limited to: Automatic Callback; Call Trace; Caller ID and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.

1.16 Customer Proprietary Network Information ("CPNI") - shall have the meaning set forth in 47 U.S.C. Section 222(f)(1) and the FCC Regulations issued pursuant thereto.

1.17 Digital Service - Level 1 ("DS-1") - means a digital signal rate of 1.544 Megabits Per Second ("Mbps").

1.18 Digital Service - Level 3 ("DS-3") - means a digital signal rate of 44.736 Mbps.

1.19 Electronic File Transfer - means any system/process which utilizes an electronic format and protocol to send/receive data files.

1.20 **Exchange Access Service** - means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services from or to Exchange Service customers in a given area pursuant to an access tariff. Exchange Access does not include traffic exchanged between LECs and CLEC or ALECs for purpose of local traffic interconnection.

1.21 **Exchange Service** - means the definition found at §3(1)(A) and (B) of the Act which shall be interpreted to include any services offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Exchange Service includes basic residence and business line service, PBX trunk line service, pay phone access line service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Exchange access and Special Access services.

1.22 **Feature Group A ("FGA")** - means the FGA Access, which is available to all customers, provides line side access to end office switches with an associated seven digit local telephone number for the customer's use in originating and terminating communications to an Interexchange Carrier's Service.

1.23 **Feature Group B ("FGB")** - means the FGB Access, which is available to all customers, except for the termination of originating calls placed over FGC or D by AT&T, provides trunk side access to end office switches with an associate uniform 950-0XXX or 950-1XXX access code for the customer's use in originating and terminating communications to an Interexchange Carrier's Service.

1.24 **Feature Group D ("FGD")** - means the FGD Access, which is available to all customers, provides trunk side access to end office switches with an associated uniform 10XXX access code for the customer's use in originating and terminating communications. FGD Access may also be used to originate and terminate 800 and 900 Access Service calls. FGD Access may be used to originate 950-XXXX calls where the customer has elected the FGD with 950 access feature.

1.25 **Incumbent Local Exchange Carrier ("ILEC")** - is any Local Exchange Carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 CFR Section 69.601(b) of the FCC's regulations.

1.26 **Integrated Services Digital Network ("ISDN")** - means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

1.27 **Interconnection** - means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among telecommunications service provider networks for the transmission and routing of Exchange Service and Exchange Access Service. Interconnection shall include nondiscriminatory access to signaling systems, routing, databases,

facilities and information and provision of Service Provider Number Portability as required to ensure interoperability of networks and efficient, timely provision of services to end-user customers without permitting access to network proprietary network information, unless otherwise permitted. Interconnection shall also include dialing parity as defined by the Act at Section 3(a)(39).

1.28 Interexchange Carrier ("IXC") - means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and authorized by a state Commission to provide long distance communications services but not Exchange Services within the state borders (except under separate authority as a LEC or CLEC or ALEC).

1.29 Local Access and Transport Area ("LATA") - as defined by the Act, means a contiguous geographic area - (A) established before the date of enactment of the Act by a SPRINT operating company such that no exchange area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or state, except as expressly permitted under the AT&T consent decree; or (B) established or modified by a Bell operating company (as defined in the Act) after such date of enactment and approved by the Federal Communications Commission.

1.30 Local Exchange Carrier ("LEC") - means any person or entity engaged in the provision of Exchange Service or Exchange Access Service.

1.31 Local Exchange Routing Guide ("LERG") - means Bellcore reference customarily used to identify NPA-NXX routing and homing information as well as network element and equipment designations.

1.32 Local Interconnection Trunks/Trunk Groups - means equipment and facilities that provide for the termination of Local Traffic and intraLATA toll telephone traffic.

1.33 Local Traffic - means traffic that is originated by an end-user of one party and terminates to the end-user of the other party within the local calling areas of SPRINT as defined in its most current local exchange tariff. Local Traffic shall also include mandatory extended area calling (whether a SPRINT or other incumbent LEC calling area), as that term is commonly used in the telecommunications industry.

1.34 Loop - a transmission path between the main distribution frame [cross-connect], or its equivalent, in a SPRINT Central Office or wire center, and up to the Network Interface Device at a customer's premises, to which CLEC is granted exclusive use. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DS1-level signals.

1.35 Meet-Point Billing - means an arrangement whereby two local service providers (including an ILEC and a CLEC) jointly provide Exchange Access Service to an IXC for

purposes of originating or terminating toll services and each such provider receives its share of the tariffed charges associated with its proportionate share of such service. A "meet-point" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

1.36 Multiple Exchange Carrier Access Billing ("MECAB") - means the document prepared by the Billing Committee under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLEC or ALECs, or by one LEC in two or more states within a single LATA.

1.37 Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface ("MECOD") - means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for Exchange Service access which is to be provided by two or more LECs and/or CLEC or ALECs.

1.38 North American Numbering Plan ("NANP") - means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

1.39 Numbering Plan Area ("NPA") - means an area code which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") means specialized telecommunications service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

1.40 NXX Code ("NXX"), Central Office Code ("CO Code") - means the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP containing 10,000 station numbers.

1.41 0ZZ Codes -define FGD call paths through a LEC's Tandem Office Switch.

1.42 Parity - means, subject to the availability, development and implementation of necessary industry standard electronic interfaces, the provision by SPRINT of services, network elements, functionality or telephone numbering resources under this Agreement to Company on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to SPRINT, its Affiliates or any other entity that obtains such services, network elements, functionality or telephone numbering resources. Until the implementation of necessary electronic interfaces, SPRINT shall provide such services, network elements, functionality or telephone numbering resources on a non-discriminatory basis to Company as it provides to its Affiliates or

any other entity that obtains such services, network elements, functionality or telephone numbering resources.

1.43 Percent Local Usage ("PLU") - means a calculation representing the ratio of the local minutes to the sum of local and intraLATA toll minutes between LECs sent over Local Interconnection Trunks. PLU does not include directory assistance, busy line verification, busy line verification interrupt, 900 and 976 calls.

1.44 Physical Collocation - means the placement of Company terminating and interconnection equipment (specifically excluding switching equipment) on SPRINT premises for purposes of interconnecting with SPRINT facilities and services.

1.45 Rating Point - means the vertical and horizontal coordinates associated with a particular telephone number for rating purposes.

1.46 Routing Point - means a location which a LEC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC which bears a certain NPA-NXX designation and is employed to calculate mileage measurements for the distance-sensitive transport element charges of Exchange Access Services.

1.47 Signal Transfer Point ("STP") - means a packet switching function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"), Signaling Point ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.

1.48 State - means Florida.

1.49 Toll Free Service - means service provided with any dialing sequence that invokes toll-free (i.e. 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

1.50 Transit Calls or Intermediary Function - means intermediate transport and switching of intraLATA calls (local and toll) between two carriers, one of which is not a Party to this Agreement, carried by a Party which neither originates nor terminates that traffic on its network, acting as an intermediary.

1.51 Undefined Terms. The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

1.52 Virtual Collocation - means the placement of terminating and interconnection equipment on SPRINT premises, where such equipment is dedicated to a carrier or a group of carriers, and such equipment is not otherwise used by SPRINT, for purposes of interconnection with equipment providing SPRINT Services. Virtual collocation does not include switching

equipment or direct interconnection with third parties on SPRINT premises through equipment used for virtual collocation.

1.53 **Wire Center** - means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of Exchange Services and access services, are located. However, for purposes of Expanded Interconnection Service ("EIS"), Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

ARTICLE II.

TERM AND TERMINATION

A. Term

2.01 The Parties shall file this Agreement with the Florida Public Service Commission as soon as practicable following its execution in accordance with the Act.

2.02 The Parties agree to interconnect their networks pursuant to the terms of this Agreement in Florida for a period of two (2) years from the effective date of this Agreement, and thereafter the Agreement shall continue in full force and effect for one year terms unless and until terminated as provided pursuant to Section 2.03 and/or Article XVI. This Agreement will become effective within thirty (30) days of execution or upon Commission approval, whichever is less, unless the Parties otherwise agree to a different time frame.

B. Termination

2.03 For purposes of this Section 2.03, upon delivery of written notice at least one hundred sixty (160) days prior to the expiration of this Agreement, any Party may request negotiations of the rates, terms, and conditions of the interconnection arrangements to be effective upon such expiration. Unless deemed to be inconsistent with the Act, if the Parties are unable to satisfactorily negotiate such new terms within one hundred thirty-five (135) days of commencing the negotiations, either Party may petition the Commission in Florida to establish appropriate interconnection arrangements. In the event that the Commission does not issue its order prior to the scheduled expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to the expiration date. Until the revised interconnection arrangements become effective, the Parties shall continue to exchange traffic pursuant to the terms of this Agreement.

2.04 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

ARTICLE III.
NETWORK INTERCONNECTION

The Parties agree to interconnect their respective networks in Florida for the purpose of terminating calls intended for a customer of one of the Parties and for Transit Calls.

A. Technical Provisions.

3.01 Interconnection Obligation. The Parties agree to interconnect their networks through facilities to be established pursuant to this Agreement between the Company's Central Offices and SPRINT's Central Offices as designated by the Company from time to time and as reflected on the attached Exhibit A.

3.02 POI.

(a) For each SPRINT Central Office where the Company and SPRINT interconnect for the exchange of local and intraLATA toll and meet point access traffic, the Company and SPRINT agree that there will be Point(s) of Interconnection ("POI") located at the demarcation point between the Company's network and SPRINT's network. The Company may elect to establish its POI for each such Central Office through physical collocation (unless not practical for technical reasons or because of space limitations), virtual collocation, mid-span meet or may purchase transport facilities. If mutually agreed to by the Parties after cooperative discussions, SPRINT may elect to establish its POI for each such Central Office through virtual collocation or mid-span meet or may purchase transport facilities. Unless otherwise mutually agreed to by the Parties, for mid-span meet and for purchase of transport facilities from a third party, SPRINT will be responsible to provide network provisioning for fifty percent (50%) of the interconnection facilities or the distance from the SPRINT Wire Center to the boundary of the SPRINT Wire Center, whichever is less. The Company shall be responsible to provide network provisioning for fifty percent (50%) of the interconnection facilities or the distance from the Company Wire Center to the boundary of the SPRINT Wire Center, whichever is greater. Each Party shall deliver and maintain its own facilities wholly at its own expense. SPRINT shall not charge rearrangement, reconfiguration, disconnection or other non-recurring fees associated with the reconfiguration of the Company's interconnection arrangement at any SPRINT Central Office.

EXHIBIT A IS ATTACHED IN SECTION 3.12
AND 3.13
[Handwritten signature]

The Parties agree that for the purpose of traffic originating from SPRINT and terminating to the Company, SPRINT may establish a POI at the Company's collocation space at the SPRINT Central Office.

(b) Company will charge SPRINT for transport from the collocation space to Company's End Office at the transport rate provided for in Section 4.01(b), as that rate may change pursuant to Section 4.01. When the Parties are using bidirectional two-way

trunks for local and intraLATA toll traffic, Company will charge SPRINT a prorated portion of the monthly cross-connect fee by multiplying that fee by the ratio of:

SPRINT's minutes of use terminated to Company
to
216,000 minutes of use (the assumed DS1 capacity)

3.03 Sizing and Structure of Interconnection Facilities. Initially, if applicable, the Parties shall mutually agree upon the appropriate sizing for interconnection facilities hereunder based on appropriate engineering standards. The interconnection facilities provided by each Party shall be at either the DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

3.04 Local Interconnection Trunk Arrangement. Interconnection for local and intraLATA toll traffic will be provided via two-way bidirectional trunks. For each POI the Parties will initially use two way unidirectional trunks for an interim period of one hundred twenty (120) days (or such shorter period as the Parties may agree to) after the date of initial trunk turn-up. Issuance of an ASR from either SPRINT or Company is required in both instances. Two-way trunks will be established to exchange interLATA toll and meet point access traffic. Except as provided in Section 3.06, all interconnection trunks for local, intraLATA toll and interLATA toll traffic will be 64 kbps Clear Channel Capability trunks. No Party will construct facilities which require another Party to build unnecessary facilities.

3.05 Other Trunking Provisions. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll and transit calls originating on each others' networks as follows:

- a. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits SPRINT's network. Upon agreement between the Company and SPRINT, equal access InterLATA and/or IntraLATA traffic may be combined on the same trunk group as Local Traffic, non-equal access IntraLATA toll traffic, and local transit traffic.
- b. Separate trunks will be utilized for connecting Company's switch to each 911/E911 tandem.
- c. Separate trunk groups will be utilized for connecting Company's switch to SPRINT's Operator Service center for operator-assisted busy line interrupt/verify.
- d. Separate trunk groups will be utilized for connecting Company's switch to SPRINT's Directory Assistance center in instances where CLEC is purchasing SPRINT's unbundled Directory Assistance service.

3.06 Signaling Protocol The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 903 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Operations Forum ("NOF") adopted standards will be adhered to. The Company will establish outgoing multi-frequency ("MF") trunks to SPRINT for 911 traffic. The Parties will also interconnect their network using two-way MF signaling for traffic originating from carriers that do not have SS7 networks. CCS interconnection that originates or terminates on SPRINT's network, whether direct or by third party, shall be pursuant to PUB L 780023 PB/NB. The Parties will exchange TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters deployed in both Parties networks will be provided including CPN. All privacy indicators will be honored.

a. Standard interconnection facilities shall be extended superframe ("ESF") with B8ZS line code. Where ESF/B8ZS is not available, the Parties will use other interconnection protocols on an interim basis until the standards ESF/B8ZS is available. SPRINT will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

b. SPRINT will make available to the Company, where available, 64 Kbps Clear Channel Capability ("64K CCC") trunks. Upon receipt of the Company's initial forecast of 64K CCC quantities, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar B Zero Substitution (B8ZS) ESF facilities, where available. Where such trunks and/or additional equipment is required, such equipment and trunks will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for an INC, CLBC or ALBC, or SPRINT internal customer demand for 64K CCC trunks.

3.07 In the event SPRINT must decommission a Central Office or switch, SPRINT shall not charge the Company for moving expanded interconnection service/collocation arrangements.

3.08 The Parties shall provide forty-five (45) days written notice to the other before making any changes to its network configuration or to its services that may have an impact on that Party's interconnection, facilities, network or operational matters covered by this Agreement. Such network changes may include technology changes, trunk reconfigurations, trunk capacity, switch capacity or software changes that impact the Party's networks. Such written notice of information will not include sensitive competitive information related to either Party's networks or service offerings.

B. Collocation

3.09 Physical collocation will be provided in accordance with SPRINT's intrastate tariff within SPRINT's wire centers or access tandem facilities and in other technically feasible locations on a nondiscriminatory basis. If the Company requests physical collocation, it will do so pursuant to the Act and a separate agreement with SPRINT.

3.10 SPRINT shall provide virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. SPRINT shall take collocator demand into account when renovating existing facilities and constructing or leasing new facilities. SPRINT will not limit or restrict the use of existing or future virtual collocation arrangements in such a way as to impair Company's ability to efficiently utilize its virtually collocated equipment or its ability to provide authorized services to its customers.

3.11 SPRINT shall permit a collocating telecommunications carrier to interconnect its network with that of another collocating telecommunications carrier at the SPRINT premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises. SPRINT in all cases shall provide the facilities for such interconnections.

3.12 Nothing herein shall prevent the Company from utilizing existing collocation facilities, purchased from the applicable interstate or intrastate tariffs for expanded interconnection, for local interconnection; provided, however, that if the Company orders new facilities for Interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection or other service arrangements hereunder and a SPRINT charge is applicable thereto, SPRINT shall charge such Company the applicable interstate or intrastate tariffed rate. Company shall also be responsible for any costs incurred by SPRINT during conversion that exceed those normally incurred as the Parties mutually agree to in the provision of physical collocation space for expanded interconnection. If the Company elects to convert Virtual Collocation to Physical Collocation, a charge equal to the difference between virtual and physical collocation application fees will be assessed for each such conversion.

3.13 For those initial changes associated with conversion from alternative access (expanded interconnection) collocation or service to switched collocation, or services for which SPRINT does not incur costs, SPRINT shall not bill any charges. For those additional changes for which SPRINT does incur reasonable, related costs, including translation or establishment changes, SPRINT shall apply the applicable interstate or intrastate tariffed non-recurring charge or on the basis of Individual Case Basis pricing for materials and equipment charges, if applicable.

3.14 Company may purchase an unbundled cross-connection element from SPRINT for the following interim rates.

DS-0 Cross Connect	-	\$ 0.68 per month
DS-1 Cross Connect	-	\$ 3.18 per month
DS-3 Cross Connect	-	\$16.75 per month

The Parties acknowledge that SPRINT does not agree to the above cross-connect rates rather, those rates will only be used because those rates are currently available through SPRINT's Interconnection Agreement with MFS Communications Company, Inc. ("MFS"), dated September 19, 1996, which rate Company is electing to take pursuant to Article XXII of this Agreement.

a. In any event, said rates shall no longer be effective or charged by the Parties to each other after SPRINT files a cost study with the Commission and the Commission approves or allows rates determined through such cost study in any Commission proceeding, including a rulemaking proceeding, a tariff proceeding, or a generic proceeding in which Company had the opportunity to participate and the Commission finds general applicability to CLECs, including Company. At that time, the Commission approved or allowed rate shall be applicable and the Parties shall compensate each other at those rates or at any other applicable rate pursuant to Article XXII of this Agreement.

b. In the event that the MFS Agreement terminates or expires or that the rates specified in the MFS Agreement are no longer effective as between SPRINT and MFS and there has not been Commission approved or allowed rates as set forth in (a) above, then the rates above shall no longer be applicable or effective as between the Parties. Instead, the Parties shall compensate each other for cross-connects at the rate then available in other Commission approved interconnection agreements.

C. Meet Point Trunking Arrangements.

3.15 Two-way meet point trunks which are separate from the Local Interconnection Trunk Groups will be established to enable the Company and SPRINT to jointly provide Exchange Access Services to IXC's via a SPRINT Central Office (trunks referred to as equal access interLATA trunks in Section 3.05(a)). No Party shall charge the other any amount for any meet point facilities unless one Party is ordering trunks from the other.

3.16 The Parties will provide CCS to each other, where and as available, in conjunction with meet point two-way trunk groups. The Parties may establish CCS interconnections either directly or through a third-party. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions to its own end users. Where available, the Parties will provide all CCS signaling parameters including CPN, Billing Number, originating line information

("OLI") and any other such similar service. For terminating FGD, SPRINT will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCS platform) and OZZ/CIC information (non-CCS environment) will be provided by a Company whenever such information is needed for call routing or billing. The Parties will follow any OBF standards pertaining to the use of CIC. CCS shall be utilized in conjunction with two way meet point trunks; except MF signaling must be used on a separate meet point trunk group for originating FGD access to Exchange Access customers that use MF FGD signaling protocol.

3.17 All originating Toll Free Service calls for which SPRINT performs the Service Switching Point ("SSP") function (e.g. performs the database query) shall be delivered by the Company using Bellcore standards over the interLATA trunk group. Carrier Identification Code "0110" and Circuit Identification Code of "08" shall be used for all such calls. In the event the Company becomes a toll free service provider, SPRINT shall deliver traffic using the Bellcore standards over a trunk group designated for Toll Free Service.

3.18 All originating Toll Free Service calls for which the Company performs the SSP function, if delivered to SPRINT, shall be delivered by the Company using Bellcore standards over the meet point trunk group for calls destined to IXCs, or shall be delivered by the Company using Bellcore standards over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend SPRINT access tandems.

3.19 Originating Feature Group B calls shall be delivered to SPRINT's tandem using the interLATA trunk groups.

3.20 The Parties agree: (a) to a multiple bill arrangement as described in MECAB; (b) to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies; and (c) to establish a monthly bill date for the Company to include charges for the billing period for which the bill is rendered. Both Parties shall also provide to each other, at no charge and once a month (unless mutually agreed between the Parties), the Exchange Access detailed usage data.

3.21 Each Party will provide the other with the Exchange Access detailed usage data within thirty (30) days of the end of the billing period. Each Party will provide to the other the Exchange Access summary usage data within thirty (30) days of the date that a bill is rendered to the IXC by the initial billing party.

3.22 The meet point billing process in accordance with this Article shall apply to all Toll Free Service calls where the provider is an IXC. Each Party shall be responsible for billing its portion of the charges described herein.

3.23 If any Party provides intermediary functions for Exchange Access Service connection between an IXC and another Party, each Party will provide their own Exchange Access Services to the IXC on a meet-point basis. The meet-point billing arrangement will be through the multiple bill. Each Party will bill its own Exchange Access Services rates to the IXC

with the exception of the residual interconnection charge. The Party providing the end office switching shall bill the residual interconnection charge.

D. Interconnection Trunk Arrangement

3.24 The Parties shall reciprocally terminate Local Traffic and intraLATA toll calls originating on each other's networks, as follows:

a. The Parties will provide CCS to one another in conjunction with all trunk groups where applicable. The Company may establish CCS interconnections either directly or through a third party. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including CPN. All privacy indicators will be honored.

b. Either Party may opt at any time to terminate to the other Party some or all Local Traffic and non-equal access intraLATA toll traffic originating on its network via a combined two-way trunk group. In such case, such Party will provide to the other Party a PLU or actual minutes of use.

c. No Party shall terminate non-ported Exchange Access traffic over Local Interconnection Trunks.

d. Each Party shall deliver all traffic destined to terminate at the other Party's Central Office in accordance with the serving arrangements defined in the LERG.

e. When the Company delivers over the Local Interconnection Trunk Group miscellaneous non-local calls (i.e. time, weather, 900, 976, Mass Calling Codes) destined for SPRINT, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

f. Calls completed using N11 codes (i.e. 411, 511, 911) shall not be sent between the Company's and SPRINT's networks over the Local Interconnection Trunk Groups.

g. The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC/CLEC or ALEC-provided Toll Free Service records) equal access intraLATA or interLATA calls. To the extent the Company purchases CMDS or other similar arrangements from SPRINT, the exchange of billing records for calls of this type that are intraLATA will be handled through the existing CMDS processes or other similar arrangements. The payments of revenues for these types of calls will be handled through

Calling Card and Third Number Settlement ("CATS") with the CMDS host and local arrangements with SPRINT.

3.25 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

3.26 Grade of Service. Blocking standards for all trunk groups will be in accordance with industry standards as specified in Bell Operating Company ("BOC") Notes on the LEC Network - 1994, Section 4.

ARTICLE IV. COMPENSATION AND BILLING

4.01 Compensation for Call Termination. The following compensation rates shall apply for traffic delivered between the Parties pursuant to this Agreement but are subject to adjustment for the remaining term of the Agreement based on effective Commission orders resulting from proceedings applicable to SPRINT and in which Company was entitled to participate, and in which the Commission finds general applicability to CLECs, including Company.

The Parties acknowledge and agree that the Commission may approve or allow to become effective, rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, in a generic rulemaking proceeding, a generic investigation, a tariff proceeding, or an arbitration proceeding and which the Commission finds general applicability to CLECs, including Company, that differ from the rates, terms and conditions established pursuant to this Agreement. As of the effective date of any applicable order or of such a tariff becoming effective, the rates, terms and conditions thereby established shall be substituted for those different in this Agreement and applied for the remaining term of the Agreement.

a. The Parties agree to compensate each other for "Local Traffic" terminated at the End Office at the mutual, reciprocal per minute of use ("MOU") rate of \$0.0041.

b. The Parties will compensate each other for transport of Local Traffic at a separately charged transport rate of \$.000255 per MOU.

c. When either Party provides tandem switching for Local Traffic, including Transit traffic, the other Party shall compensate the providing Party at the rate of \$.0015 per MOU. The Parties acknowledge that SPRINT does not agree to the \$.0015 rate, rather that rate will only be used because that rate is currently available through SPRINT's Interconnection Agreement with MFS Communications Company, Inc. ("MFS"), dated September 19, 1996 which rate Company is electing to take pursuant to Article XXII of this Agreement.

(i) In any event, said rate shall no longer be effective or charged by the Parties to each other after SPRINT files a cost study with the Commission and the

Commission approves a rate determined through such cost study in any Commission proceeding, including a rulemaking proceeding, a tariff proceeding, or a generic proceeding in which Company had the opportunity to participate and which the Commission finds general applicability to CLECs, including Company. At that time, the Commission approved or allowed rate shall be applicable and the Parties shall compensate each other at those rates or at any other applicable rate pursuant to Article XXII of this Agreement.

(ii) In the event that the MFS Agreement terminates or expires or that the rate specified in said MFS Agreement is no longer effective as between SPRINT and MFS and there has not been a Commission approved or allowed rate as set forth in (i) above, then the rate above shall no longer be applicable or effective as between the Parties. Instead, the Parties shall compensate each other at the rate then available in other Commission approved interconnection agreements.

4.02. The delivery of intraLATA toll traffic between the Company and SPRINT shall be reciprocal and compensation will be mutual. Each Party shall pay each other the applicable rates for intraLATA switched Exchange Access Service elements on a per minute of use basis for applicable originating and terminating intraLATA toll traffic.

The following rate elements apply to intraLATA toll calls (including Toll Free Service Calls whether the provider is the Company or SPRINT) when the associated function is performed:

Tandem switched transport:

--Fixed - per minute of use.

--Variable - per minute per mile of use; based on actual mileage between the SPRINT access tandem and the SPRINT terminating end office.

Tandem switching - per minute of use.

Interconnection charge (IC) - per minute of use

Local switching - per minute of use (including Line Termination).

Carrier Common Line - per minute of use.

800 query charge - per query

Record provisioning charge - per record

4.03 For intraLATA Toll Free Services, originating access charges shall be charged by the Party originating the call rather than the Party terminating the call.

4.04 Compensation for CMRS Traffic.

a. The Parties agree that the compensation for delivery of CMRS traffic will require that each Party will bill the CMRS provider based on the services they provide to the CMRS provider. The Parties agree that for traffic that originates from a CMRS provider that transits through Company to terminate its calls to landline customers, Company agrees to compensate SPRINT for charges owed it. If the call is local, Company will pay SPRINT the applicable local interconnection rate per this Agreement (Sections 4.01(a) and (b)). If the call is intraLATA, Company agrees to pay SPRINT its tariffed, intrastate switched access rates less the CCL rate element. The Parties agree that SPRINT will issue billing for these services to Company and, when such capabilities exist, demonstrate which calls are toll and which calls are local.

b. The Parties agree that while SPRINT does not have the ability to demonstrate traffic type, then the rate to be paid on all such traffic, will be based, for the first twelve (12) months of this Agreement, on an assumption of: a traffic split of 90% local and 10% toll to apply on all wireless traffic Company sends to SPRINT. Prior to the end of the first twelve (12) months of this Agreement, SPRINT shall audit the wireless traffic sent from Company and determine the actual mix of local and toll wireless calls from Company and shall apply an assumption for all wireless calls based on the results of that audit for the remainder of the term of this Agreement. If SPRINT does not conduct such audit, the 90% - 10% traffic split shall continue to be applied. SPRINT will apply the local interconnection rate (pursuant to Sections 4.01(a) and (b)) to "local" calls and the agreed upon intrastate access (less CCL) rate on the reported "intraLATA calls".

c. The Parties agree that for calls from CMRS providers transited through SPRINT and destined for Company end users, SPRINT shall provide Company the necessary data it needs to bill the CMRS provider for these calls directly, at no charge to Company. The Parties agree that for calls originated by the Company's end user destined for a CMRS provider that is transited through SPRINT, Company will pay SPRINT the appropriate tandem transit and transport charges and will bill SPRINT these same elements in the reverse situation.

D. Other Services.

4.05 Where available, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network.

4.06 Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual call conversation seconds. The total call conversation seconds for each end office will be rounded up to the nearest whole minute.

E. Billing

4.07 Billing and Recording. This Section describes the requirements for each Party to bill and record all charges the other Party incurs for purchasing services under this Agreement.

4.08 Procedures

a. SPRINT shall comply with various industry, OBF, and other standards referred to throughout this Agreement. SPRINT and Company will review any changes to industry standards and will mutually agree to the interpretation of these standards before they are implemented by SPRINT.

b. Each Party shall record, where technically feasible, and bill in accordance with this Agreement those charges the other party incurs as a result of purchasing services from such recording Party as set forth in this Agreement.

c. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or overnight delivery and which contain connectivity billing data shall not be returned to the sending Party.

d. Subject to the terms of this Agreement, each Party shall pay the billing Party within forty-five (45) calendar days from the bill date when interim, non-industry standard billing is employed, and thirty (30) calendar days from the bill date when permanent, industry standard billing is employed. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

e. Late payment charges will be assessed in accordance with the applicable tariff, if any. If there is no applicable tariffed late payment charges then the billing Party will assess and the paying Party will pay late payment charges equal to the lesser of 1.5% per month of the balance due or the maximum allowed by law, until the amount due including late payment charges is paid in full.

(i) Neither Party is required to accept any new or amended orders for telecommunications services, unbundled network elements, Interconnection or other services under the terms of this Agreement while any past due, undisputed charges remain unpaid.

4.09 Bill Reconciliation. Each Party agrees to notify the other Party upon the discovery of a billing discrepancy in accordance with the Dispute Resolution procedures specified in Article XV!!!.

4.10 The Parties agree to record call information for Local Interconnection in accordance with this Subsection 4.10. To the extent technically feasible, each Party shall record all call detail information associated with every call originated or terminated to the other Party's local exchange subscriber. The Parties agree that they shall record call detail information if

technically feasible even if such records or call detail information has not been recorded in the past. These records shall be provided at a Party's request and shall be formatted pursuant to Bellcore's EMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party daily or as mutually agreed to in EMR format as a Connect Direct or some other means mutually agreed to by the Parties. SPRINT and Company agree that they shall retain, at each Party's sole expense, copies of all EMR records transmitted to the other Party for at least forty-five (45) calendar days after transmission to the other Party.

**ARTICLE V.
ACCESS REVENUES SHARING METHODOLOGY
FOR IXC TRAFFIC ON PORTED NUMBERS**

5.01 Company is entitled to its appropriate share of access revenues billed to IXCs by SPRINT on traffic terminated to SPRINT numbers that have been ported to the Company via Interim Number Portability ("INP"). Additionally, Company is entitled to its appropriate share of access revenues that would have been billed to SPRINT by Company on intraLATA toll calls carried by SPRINT and terminated to SPRINT numbers that have been ported to the Company via INP. Likewise, SPRINT is entitled to its appropriate share of access revenues billed to IXCs by Company on traffic terminated to Company numbers that have been ported to SPRINT via INP. Additionally, SPRINT is entitled to its appropriate share of access revenues that would have been billed to Company by SPRINT on intraLATA toll calls carried by Company and terminated to Company numbers that have been ported to SPRINT via INP. The Parties agree that the access revenues identified above will be shared on a flat amount per month per ported residential line basis, and a flat amount per month per ported business line basis.

5.02 The following methodology will be used to determine the appropriate revenue sharing amount. The calculation of the residential and business per line amounts is reflected in Exhibit B attached.

- a. Quantify SPRINT total terminating interstate access minutes of use ("MOU"), SPRINT total terminating intrastate access MOU (including intraLATA calls originated from non-SPRINT ILEC territories), and SPRINT total originating intraLATA toll MOU (excluding intraLATA calls terminated to non-SPRINT ILEC territories) for the previous calendar year.
- b. Separate the MOU quantified in "a" into business and residential based on SPRINT internal reports mutually agreed to by the Parties. Company will have the right to audit the demand quantities reported by SPRINT in this Section 5.02(b) and the business/residential split.
- c. Determine the average monthly business and residential MOU for each jurisdiction by dividing the MOU in "b" by twelve.

- d. Quantify average SPRINT business and residential access lines for the previous calendar year.
- e. Determine average monthly MOU per business and residential line for each jurisdiction by dividing the MOU in "c" by the access lines in "d".
- f. Calculate the per line sharing amount by multiplying the MOU in "e" by the appropriate jurisdictional rates in SPRINT's interstate and intrastate access tariffs. For end office termination, include the Residual Interconnection Charge ("RIC"), terminating Carrier Common Line Charge ("CCLC") local switching, information surcharge, and transport (based on the average distance between SPRINT's tandems and the SPRINT end offices sub-tending those tandems).
- g. Offset the per line sharing amount in "f" by multiplying the total MOU by the local interconnection prices agreed to herein; include end office termination, and transport as appropriate.
- h. Each Party will identify and report monthly to the other Party the number of ported lines to which revenue sharing applies. The number of qualifying lines will be the average of the number of lines ported at the beginning of each month and the number of lines ported at the end of that month. Each Party has the right to audit the reported number of qualifying lines, as necessary.

5.03 The parties agree to adjust the per line sharing amounts during the term of this Agreement as follows:

- a. Twelve months from the effective date, the per-line amount may be adjusted to reflect changes in the demand quantities outlined above in 5.02, and
- b. Within ten days of any change in the prices used in the calculation.

5.04 Revenue sharing under this Article is available to each Party until the Parties agree that more exact measurement capabilities exist. At any time the technical ability exists, the Party to whom the numbers are ported may elect to directly bill the appropriate IXC for traffic terminated through an INP arrangement, rather than receive compensation for that traffic through the interim revenue sharing methodology.

ARTICLE VI.

OPERATIONAL MATTERS

6.01 A maintenance of service charge shall apply when any Party requests the dispatch of another Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

- a. No trouble is found in the interconnection trunks; or

b. The trouble condition results from equipment, facilities or systems not provided by the party whose personnel were dispatched, or

c. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed Maintenance Limits.

6.02 If a maintenance of service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

6.03 Billing for maintenance of service is performed at Parity with maintenance billing of other companies.

6.04 The charges for maintenance of service hereunder are the applicable charges as set forth in the Parties' respective tariffs. The Parties shall exchange maintenance of services contacts and escalation lists.

6.05 In answering misdirected repair calls, no Party shall make disparaging remarks about another, nor shall they use repair calls as the basis for internal referrals or to solicit customers to market services. The Party answering the misdirected repair call shall provide the repair number to the caller as provided to it by the other party, if known. Any Party may respond with factual information in answering customer questions.

6.06 Both Parties shall provide their respective repair numbers to each other for purposes of customer referrals.

6.07 Both Parties agree that when SPRINT's employees or agents interact with the Company's customers, including for repair calls, with respect to a service provided by SPRINT on behalf of Company, SPRINT must leave unbranded materials for the customer.

6.08 Disconnection of Customers. Each Party shall accept any requests transmitted by any means accepted as reliable in the industry (or in accordance with applicable Commission or FCC rules, if any) from the other Party to disconnect the service of an existing end user, except for SPRINT Public and Semipublic telephone service, subject to effective contracts with location providers. Subject to the adoption of Commission or FCC rules regarding Primary Local Carrier ("PLC") changes to the contrary, each Party will accept either a blanket LOA or any other acceptable method approved by the FCC for PIC changes, including but not limited to a third party verification, the mailing of an information packet, or an 800 number verification, prior to disconnecting the end user's service. Each Party will accept a request directly from an end user for conversion of the end user's service from that Party to the other Party or will accept a request from another CLEC or ALEC for conversion of the service associated with an end user to the CLEC or ALEC. SPRINT will notify the Company that such a request has been processed if the customer changes back to SPRINT. This Paragraph shall be subject to Section 258(a) and (b) of

the Act which prohibits illegal changes of carrier selections and assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC.

6.09 Letter of Agency ("LOA"). A blanket LOA initiated by Company or SPRINT may be accepted to process a PLC or Primary Interexchange Carrier ("PIC") change order. No LOA signed by the end-user will be required to process a PLC or PIC change ordered by Company or SPRINT. Carrier and SPRINT agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules, including but not limited to a blanket LOA, a third party verification, the mailing of an information package or an 800 number verification. In the event of a subscriber complaint of an unauthorized PLC change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules such Party shall be liable to pay and shall pay tariffed charges for unauthorized PLC changes. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to PIC changes), such Party shall be liable to pay and shall pay all nonrecurring charges associated with reestablishing the subscriber's local service with the original local carrier.

6.10 Dialing Parity. The Parties will ensure that the customers of the other shall not have to dial additional digits or incur dialing delays in order to complete calls as a result of Interconnection.

6.11 Non-Published Numbers. The Parties will reciprocally provide their respective numbers and contact names for their non-published bureaus so that each Party's operators will have the capability to contact the other in order to request that a Party's operator notify that Party's end user with a non-published number of an urgent call or emergency at the request of an end user of the other Party.

6.12 Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward or from each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

6.13 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.

6.14 Mass Calling. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

ARTICLE VII.
UNBUNDLED NETWORK ELEMENTS AND OTHER SERVICES

A Unbundled Elements.

7.01 SPRINT will unbundle and separately price and offer network elements pursuant to the Act, such that Company will be able to subscribe to and interconnect to whichever of these unbundled elements Company requires for the purpose of providing local telephone service to its end users, and to combine SPRINT-provided elements with any facilities and services that Company may itself provide, in order to efficiently provide telecommunications services to its end users. Company may use one or more Network Elements to provide any feature, function, capability, or service option that such Network Elements are technically capable of providing. If Company wishes to obtain a network element not listed in FCC Rule 47 CFR Section 51.319 as adopted in the Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) the Bona Fide Request process set forth in Sections 7.22 through 7.32, inclusive, shall apply.

B Limitations on Unbundled Access.

7.02 Company may access SPRINT's unbundled Loops via Collocation in accordance with Article III (B) at the SPRINT Wire Center where those Loops exist. Each Loop shall be delivered to Company's Collocation by means of a Cross Connection. SPRINT shall charge and Company shall pay an unbundled loop rate of \$13.68.

The Parties acknowledge that SPRINT does not agree to the \$13.68 rate, rather that rate will only be used because that rate is currently available through SPRINT's Interconnection Agreement with MFS Communications Company, Inc. ("MFS"), dated September 19, 1996 which rate Company is electing to take pursuant to Article XXII of this Agreement.

(i) In any event, said rate shall no longer be effective or charged by the Parties to each other after SPRINT files a cost study with the Commission and the Commission approves a rate determined through such cost study in any Commission proceeding, including a rulemaking proceeding, a tariff proceeding, or a generic proceeding in which Company had the opportunity to participate and which the Commission finds general applicability to CLECs, including Company. At that time, the Commission approved or allowed rate shall be applicable and the Parties shall compensate each other at those rates or at any other applicable rate pursuant to Article XXII of this Agreement.

(ii) In the event that the MFS Agreement terminates or expires or that the rate specified in said MFS Agreement is no longer effective as between SPRINT and MFS and there has not been a Commission approved or allowed rate as set forth in (i) above, then the rate above shall no longer be applicable or effective as between the Parties. Instead, the Parties shall compensate each other at the rate then available in other Commission approved interconnection agreements.

7.03 SPRINT shall provide Company access to its unbundled Loops at each of SPRINT's Wire Centers. In addition, if Company requests one or more Loops serviced by Integrated Digital Loop Carrier ("IDLC") or Remote Switching technology deployed as a Loop concentrator, SPRINT shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to Company. If, however, no spare physical Loop is available or if the Loop is serviced by the IDLC, SPRINT shall within forty-eight (48) hours of Company's request notify Company of the lack of available facilities. Company may then at its discretion make a Network Element Bona Fide Request for SPRINT to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s).

7.04 If Company orders a Loop type and the transmission characteristics of such Loop exceeds the spectrum compatibility of the transmission path, the Company will issue a BFR to SPRINT for the appropriate facilities.

C. Availability of Other Network Elements on an Unbundled Basis

7.05 SPRINT shall, upon request of Company, and to the extent technically available, provide to Company access to its network elements for the provision of Company's telecommunications service. Any request by Company for access to a SPRINT network element that is not already available shall be treated as a network element Bona Fide Request. Company shall provide SPRINT access to its network elements as mutually agreed by the Parties or as required by the Commission or FCC.

7.06 Company may utilize a network element obtained from SPRINT under this Section in combination with Company's owned or leased facilities only to provide a telecommunications service, including, but not limited to obtaining billing and collection, transmission, and routing of the telecommunications service.

7.07 SPRINT shall not be required to provide a proprietary network element to Company under this Section, except as required by the Commission or FCC, or except as SPRINT may make such proprietary network element available to other telecommunications carriers.

D. Provisioning of Unbundled Loops

The following coordination procedures shall apply for conversions of "live" telephone Exchange Services to unbundled network elements.

7.08 Company shall request unbundled Loops from SPRINT by delivering to SPRINT a valid electronic transmittal Service Order (a "Service Order") using the SPRINT electronic ordering system or another mutually agreed upon system. Within forty-eight (48) hours of SPRINT's receipt of a Service Order, SPRINT shall provide Company the firm order commitment ("FOC") date according to the applicable target objectives set forth in Section 7.15 by which the Loop(s) covered by such Service Order will be installed.

7.09 SPRINT agrees to coordinate with Company at least forty-eight (48) hours prior to the due date a scheduled conversion date and time (the "Scheduled Conversion Time") in the "A.M." (12:00 midnight to 12:00 noon) or "P.M." (12:00 noon to 12:00 midnight) (as applicable, the "Conversion Window").

7.10 SPRINT shall test for Company dial-tone ("Dial Tone Test") on Company's Virtual Collocation-digital Loop carrier during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the scheduled Conversion Time (or New Scheduled Time as applicable). SPRINT shall perform the Dial Tone Test on Company's Virtual Collocated digital Loop carrier at no charge for thirty (30) days after the first unbundled loop has been ordered and installed. Thereafter, Company may request SPRINT to perform such Dial Tone Test on a time and materials basis at SPRINT's then current rates. SPRINT shall not perform any Dial Tone Test on any Company Physically Collocated digital Loop carrier.

7.11 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

- a. If SPRINT requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and
- b. If Company requests the New Conversion Time, Company shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.
- c. If the Parties cannot mutually agree to a New Conversion Time within the Conversion Window, no charges shall be assessed to or waived by either Party.

7.12 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled network element at the Company Collocation interface point will be sixty (60) minutes or less. SPRINT will work cooperatively with Company to develop a means to measure/report results so that if the new conversion interval exceeds sixty (60) minutes and such delay is caused solely by SPRINT, SPRINT shall waive the applicable Line Connection Charge for such element. If Company has ordered INP with the installation of a Loop, SPRINT will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

7.13 Jeopardy Situations SPRINT shall provide Company written notification of any jeopardy situations prior to the committed due date, missed appointments and any other delay or problem in completing work specified on Company's service order as detailed on the FOC, in accordance with agreed upon performance measurements.

7.14 Cooperative Testing

a. Network Testing

(i) SPRINT shall perform all its standard pre-service testing prior to the completion of the order.

(ii) Within twenty-four (24) hours of Company's request for scheduled cooperative maintenance testing, SPRINT shall perform said testing with Company (including trouble shooting to isolate any problems) to test Network Elements purchased by Company in order to identify any problems.

b. Systems and Process Testing

(i) SPRINT shall cooperate with Company upon request to ensure that all operational interfaces and processes are in place and functioning properly and efficiently, as mutually agreed by the Parties. Testing shall simulate actual operational procedures and systems interfaces to the greatest extent possible. Further, the testing shall not be limited by either geography or time frame, unless otherwise mutually agreed by the Parties. Company may request cooperative testing to ensure service performance, reliability, and subscriber serviceability.

7.15 Performance Measurements and Reporting

a. Excepting expedited due date requests, the following order intervals shall constitute the basis for measuring SPRINT service order performance under this Agreement. Company and SPRINT may agree to modify such measurements from time to time.

b. SPRINT shall provide and acknowledge each and every Company service order within eight (8) working hours of receipt by SPRINT.

c. SPRINT shall process Company service orders and provide either Firm Order Confirmation ("FOC") of a correct service order or notification of a rejected order and the detail of the errors contained within any data element(s) fields contained in such order, within eight (8) working hours of receipt of Local Service Request ("LSR") from Company.

d. SPRINT shall complete any Suspend/Block/ Restore order as required by Commission regulation or no more than five (5) working hours after receipt by SPRINT.

e. When Company specifies a DDD that is greater than the standard intervals defined in this Agreement, SPRINT shall complete ordering and provisioning activities no earlier than that date.

f. For expedited due date requests, SPRINT shall confirm to Company within eight (8) business hours after SPRINT receipt of such request from Company whether SPRINT can complete an initially-submitted order within the expedited interval requested by Company. Confirmation may be provided by SPRINT via a telephone call with follow-up confirmation to be provided by SPRINT according to normal procedures and measurement intervals.

g. Subsequent to an order which has been initially submitted by Company, Company may require a new/revised due date that is earlier than the minimum defined interval.

(i) For such requests, SPRINT shall confirm to Company within eight (8) business hours after SPRINT receipt of the revised due date request from Company whether SPRINT can complete the order within the expedited interval requested by Company. Confirmation may be provided by SPRINT via a telephone call with follow-up confirmation to be provided by SPRINT according to normal procedures and measurement intervals.

h. Cycle time intervals for ordering and provisioning of all unbundled Network Elements, where facilities are available, shall be provided by SPRINT to Company as part of the implementation plan. In the event an order is rejected for any reason agreed upon by SPRINT and Company, the associated interval will restart when Company resubmits a correct order to SPRINT.

i. SPRINT provisioning functions performed for Company shall be determined by the Parties as described in the implementation plan.

7.16 If Company requests or approves a SPRINT technician to perform services in excess of or not otherwise contemplated as part of a standard loop installation, SPRINT may charge Company for any additional and reasonable labor charges to perform such services.

7.17 Blocked Calls.

a. Blocking is the fraction of call origination attempts denied service during a stated measurement period. Blocking occurs because of competition for limited resources within the network.

b. For IntraLATA toll service and local exchange service, the Blocking level from originating ("NID") to terminating NID shall not exceed one percent (1%) in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the Blocking rate shall not exceed one-half percent (0.5%) in any hour.

7.18 Downtime.

a. Downtime is the period of time that a system is in a failed state. The average downtime for all subscriber Loop Combinations shall be less than forty-nine (49) minutes per year. The maximum downtime for ninety-nine percent (99%) of all subscriber Loop Combinations shall be less than seventy-four (74) minutes per year.

b. The average downtime for an end office Switch shall be less than three (3) minutes per year. The average downtime for individual trunks shall be less than twenty-eight (28) minutes per year. The average downtime for digital trunk groups shall be less than twenty (20) minutes per year. The average downtime for an individual line appearance at the Switch shall be less than twenty-eight (28) minutes per year. The average downtime for a Remote Terminal ("RT") shall be less than seventeen (17) minutes per year. The average downtime for an individual line on a Remote Terminal ("RT") shall be less than thirteen (13) minutes per year.

c. The mean time to repair ("MTTR") of any equipment at an attended site shall be less than three (3) hours. The mean time to repair ("MTTR") of any equipment at an unattended site shall be less than four (4) hours. Ninety-five (95%) of all repairs to the network interface ("NID") shall be completed within twenty-four (24) hours.

d. There shall be no downtime due to power failures at the Switch.

e. The probability of a stable call being cut off shall be less than twenty (20) cutoffs per one million (1,000,000) one (1) minute calls.

f. The rate of ineffective machine attempts at the end office shall be less than 0.0005 (five (5) failures per ten thousand (10,000) call attempts).

g. SPRINT shall meet all requirements for private line services in TR-NWT-000335, ANSI T1.512-1994.

7.19. Dial Tone Delay.

- a. Dial-Tone Delay is the time period between a subscriber off-hook and the receipt of dial tone from an originating end office. Dial-Tone Delay has a significant effect on subscriber opinion of service quality.
- b. The average dial-tone delay shall not exceed one and one-half percent (1.5%) of calls delayed more than three (3) seconds. At most twenty percent (20%) of calls during the high day busy hour ("HDBH") shall experience dial-tone delay greater than three (3) seconds.

7.20 Dial Tone Removal.

- a. Dial Tone Removal is the time between recognition of the first address digit to the removal of dial tone on the line.
- b. The maximum dial tone removal interval shall be ≤ 500 milliseconds.

7.21 Post Dial Delay.

- a. Post Dial Delay ("PDD") is the amount of time a caller must wait after entering or dialing the last digit of a Destination Telephone Number ("DTN") before hearing a valid audible network response. The PDD for an end user is measured from the time the caller has pressed or dialed the last digit of a DTN until receipt of an audible network response.
- b. The requirements given reflect an end-to-end CCS7 protocol for Company end users. Where a mixture of CCS7 and inband ("MF") signaling protocols are employed, an increase in the PDD can be expected.
- c. PDD 1 - A - Intra LSO.
 - (i) Intra-LSO calls do not employ external signaling protocols. The PDD for intra-LSO call flows are dependent upon the processor cycle time and traffic load conditions. This PDD is assumed to be between subscribers on the same LSO, between the Remote Switch Modules ("RSMs") on the same Host, or between an RSM and Host subscribers.
 - (ii) The objective for intra-LSO PDD is less than 310 milliseconds for fifty percent (50%) of all calls and less than 460 milliseconds for ninety-five percent (95%) of all calls.
- d. Impact of Number Portability ("NP"). If a call forwarding option is used as an interim solution for NP, the delay due to additional switching in the local access

shall not exceed 0.4 seconds (95th percentile) in addition to the PDDs described above.

e. Custom Local Area Subscriber Services ("CLASS"). CLASSSM features such as Calling Name Delivery can contribute to the PDD of a call. This delay is caused by the additional time (SPRINT option) before the ringing interval commences. This default delay is three (3) seconds. Optional settings are available in one (1) second intervals from one (1) to six (6) seconds. Calls to DTNs that have CLASSSM features, particularly with calling name delivery, can expect to experience from one (1) to six (6) seconds (three (3) seconds default) of additional PDD compared to the PDDs shown for PDD1-C. MCI will specify optimal settings.

f. Partial Dial Timing

(i) The interval between each information digit from a subscriber's line, until the LSO or switching system has determined that the digit string is incomplete.

(ii) For customer lines, Partial Dial Timing shall be \geq sixteen (16) seconds and $<$ twenty-four (24) seconds. For trunks, inband signaling time-out shall be \geq five (5) seconds and $<$ twenty (20) seconds.

D. Bona Fide Request Process for Further Unbundling

7.22 Each Party shall promptly consider and analyze access to categories of unbundled network elements not covered in this Agreement with the submission of a network element Bona Fide Request hereunder. The network element Bona Fide Request process set forth herein does not apply to those services requested pursuant to FCC Rule 47 CFR Section 51.319 s adopted in Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992).

7.23 A network element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested network element.

7.24 Company may cancel a network element Bona Fide Request at any time, but shall pay SPRINT's reasonable and demonstrable costs of processing and/or implementing the network element Bona Fide Request up to the date of cancellation.

7.25 Within ten (10) business days of its receipt, SPRINT shall acknowledge receipt of the network element Bona Fide Request.

7.26 Except under extraordinary circumstances, within thirty (30) days of its receipt of a network element Bona Fide Request, SPRINT shall provide to the Company a preliminary analysis of such network element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the network element or will provide a detailed explanation

that access to the network element is not technically feasible and/or that the request does not qualify as a network element that is required to be provided under the Act.

7.27 Upon receipt of the preliminary analysis, the Company shall, within thirty (30) days, notify SPRINT of its intent to proceed or not to proceed.

7.28 SPRINT shall promptly proceed with the network element Bona Fide Request upon receipt of written authorization from the Company. When it receives such authorization, SPRINT shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7.29 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the network element Bona Fide Request, SPRINT shall provide to the Company a network element Bona Fide Request quote which will include, at a minimum, a description of each network element, the availability, the applicable rates (developed in accordance with Commission or FCC-approved pricing methodologies) and the installation intervals.

7.30 Within thirty (30) days of its receipt of the network element Bona Fide Request quote, the Company must either confirm its order for the network element Bona Fide Request pursuant to the network element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

7.31 If a Party to a network element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the network element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

7.32 Notwithstanding the above Section 7.22 through 7.31, for network element Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements for SPRINT's customers that are not telecommunications carriers, SPRINT shall provide a network element Bona Fide Request quote which will include a description of the network element, the availability, the applicable rate(s) (developed in accordance with Commission or FCC approved pricing methodologies and the installation intervals within thirty (30) days of receipt of the written network element Bona Fide Request. The Company shall have fifteen (15) days to confirm its order for the network element Bona Fide Request pursuant to the network element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act. If the Company does not so confirm or seek arbitration, the network element Bona Fide Request shall be deemed abandoned.

7.33 White Pages and Listings and Related Services

a. The Parties hereby acknowledge that the Company and SPRINT Advertising and Publishing will subsequently, with the execution of this Agreement, enter

into a separate agreement with respect to additional white page issues and yellow pages listings.

b. SPRINT agrees to include one basic White Pages listing for each Company customer located within the geographic scope of its White Pages directories, at no additional charge to Company. A basic White Pages listing is defined as a customer name, address and either the Company assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listing of Company customers will be interfiled with listings of SPRINT and other CLEC's customers.

c. Company agrees to provide Company customer listing information, including without limitation directory distribution information, to SPRINT at no charge. SPRINT will provide Company with the appropriate format and service order updates for provision of Company customer listing information to SPRINT. The Parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the Parties agree to adopt such format.

d. SPRINT agrees to provide White Pages database maintenance services to Company. Company will be charged a Service Order entry fee upon submission of Service Orders into SPRINT's Service Order Entry System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered in SPRINT's Service Order Entry System initially, and when Service Orders are entered in order to process a requested change to directory records.

e. Company customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to Company customers.

f. In addition to a basic White Pages listing, SPRINT will provide, at the rates set forth in the appropriate SPRINT tariff, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Company to offer for resale to Company's customers.

g. SPRINT agrees to provide White Pages distribution services to Company customers within SPRINT's service territory at no additional charge to Company. SPRINT represents that the quality, timeliness, and manner of such distribution services will be the same as those provided to SPRINT and to other CLEC customers.

h. SPRINT agrees to include critical contact information pertaining to Company in the "Information Pages" of those of its White Pages directories covering markets in which Company is providing or plans to commence providing local exchange service during the publication cycle of such directories. Critical contact information includes Company's business office number, repair number, billing information number,

and any other information required to comply with applicable regulations, but not advertising or purely promotional material. Company will not be charged for inclusion of its critical contact information. The format, content and appearance of Company's critical contact information will conform to applicable SPRINT and/or directory publisher guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

i. SPRINT will accord Company customer listing information the same level of confidentiality that SPRINT accords its own proprietary customer listing information. SPRINT shall ensure that access to Company customer proprietary listing information will be limited solely to those of SPRINT and SPRINT's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. SPRINT will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both SPRINT and Company will not be deemed a violation of this confidentiality provision.

j. SPRINT will not sell or license Company's customer listing information to any third parties without Company's prior written consent. In the event SPRINT and Company agree to the sale or license of Company customer listing information to third parties, the compensation, terms, related issues and licensing agreement will be negotiated as a separate agreement.

k. SPRINT will afford the Company's directory assistance listings information the same level of confidentiality which SPRINT affords its own directory assistance listing information, and SPRINT shall ensure that access to Company's customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. SPRINT will not use the Company's directory assistance listings for the marketing of SPRINT's telecommunications services.

7.34 Other Directory Services. SPRINT will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with Company which will address yellow page directory services desired by Company as described in this Section. Both Parties acknowledge that SPRINT's directory publisher is not a party to this Agreement.

a. SPRINT's directory publisher will negotiate with Company concerning the provision of a basic Yellow Pages listing to Company customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to Company customers.

b. Directory advertising will be offered to Company customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to SPRINT and other CLEC customers. Directory advertising will be billed to Company customers by directory publisher.

c. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to Company is maintained without interruption.

d. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 7.33(h), may be purchased from SPRINT's directory publisher, subject to applicable directory publisher guidelines and regulatory requirements.

e. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

7.35 Directory Assistance. SPRINT will arrange to include and update the primary listings of each Company customer in its directory assistance database, in the identical and transparent manner in which SPRINT provides those functions for its own Customer telephone numbers. SPRINT will provide Company with the appropriate database format in order for Company to submit the necessary information in a compatible format. A primary listing is defined as either the Company assigned number for a customer or the customer's number for which number portability is provided, but not both numbers. SPRINT will accord Company's Customer listing information the same level of confidentiality which SPRINT accords its own Customer listing information, and SPRINT shall ensure that access to Company's Customer proprietary confidential listing information will be limited solely to those SPRINT employees who are directly involved in the preparation of listings.

7.36 Directory Assistance Database

a. SPRINT shall include the Company's customers' primary listings in the directory assistance database, without charge so long as the Company provides information to SPRINT in a manner compatible with SPRINT's operational systems.

b. The Company shall provide SPRINT with its directory listings and daily updates to those listings in a mutually acceptable format; SPRINT shall include the Company's customers in directory assistance databases associated with the areas in which each Company provides Exchange Services to such customers within the same time frame as it includes its own customers in such databases. SPRINT shall provide the Company with a format to employ in submitting directory listings and daily updates. In the event OBF (Ordering and Billing Forum) adopts an industry-accepted format, the Parties shall implement such format for the purposes of this Paragraph.

7.37 At Company's request, SPRINT will (where available) provide to Company operators, or to an Company-designated operator bureau, on-line access to SPRINT's Directory Assistance Service, where such access is identical to the type of access SPRINT's own directory assistance operators utilize in order to provide directory assistance services to SPRINT end users. SPRINT will provide this capability under the most favored non-discriminatory tariff or contract rates and terms available.

7.38 At Company's request, SPRINT will provide to Company unbranded directory assistance service which is comparable in every way to the directory assistance service SPRINT makes available to its own end users. SPRINT will charge Company for such unbranded directory assistance capability under the most favored non-discriminatory tariff or contract rates and terms available.

7.39 BLV and BLVI.

a. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification Interrupt ("BLVI") services on calls between their respective end users.

b. BLV and BLVI inquiries between operator bureaus shall be routed using network-routable access codes published in the LERG over inward operator services trunks.

c. If any Party purchases BLV or BLVI service, each Party shall charge for the provision of such service at the rates contained in their respective tariffs.

7.40 911 and E911 Service.

a. SPRINT shall provide a list consisting of each governmental entity in SPRINT's service areas in Florida that subscribes to Basic 911 service. The list will also provide the E911 conversion date and for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each governmental entity subscribing to 911-service. The Company shall arrange to accept 911 calls from their customers in the governmental entities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as specified on the list provided by SPRINT and route such call to SPRINT at the appropriate tandem or end office.

b. When a governmental entity converts to E911 service, the Company shall discontinue the Basic 911 procedures and begin the E911 procedures. The Company shall connect the necessary trunks to the appropriate E911 tandem(s). If a governmental entity has converted to E911 service, the Company shall forward 911 calls to the appropriate

E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by SPRINT.

c. In order to ensure the proper working of the system and accurate customer data, the Company shall provide updates to the E911 data-base when changes occur. SPRINT shall use best faith efforts to work with the Company to define record layouts, media requirements, and procedures for this process. SPRINT will confirm receipt or return error files to Time Warner within 24 hours. SPRINT will incorporate all correct updates into the E911 database within 24 hours of receipt. If available on the effective date of this agreement, SPRINT shall provide the capability for the Company to update E911 information by direct electronic connection to SPRINT's database facility or that of its agent. If direct electronic connection is not available on the effective date of this Agreement, the Parties will cooperate to agree upon an alternative solution and will use their best efforts to establish a direct electronic connection for the Company to SPRINT's database facility or that of its agent. SPRINT will provide the ability to reconcile the Company customer information as it resides in the SPRINT E911 database.

d. Where SPRINT is responsible for maintenance of the E-911 database and is compensated for maintaining the Company's information by the governmental entity, it shall not also be entitled to compensation from the Company, for the same function.

e. SPRINT shall notify the Company 48 hours in advance of any scheduled testing or maintenance, and shall provide immediate notification of any unscheduled outage.

7.41 MSAG. With respect to those portions of Florida where SPRINT is the database administrator, SPRINT shall provide electronically, if electronically available on the effective date of this Agreement, to the Company at no charge an initial Master Street Address Guide and quarterly updates by NPA, NXX or county. If a Master Street Address Guide and quarterly updates by NPA, NXX or county are not available electronically on the effective date of this Agreement, the Parties will cooperate to find a mutually acceptable alternative and will continue to use their best efforts to make electronic capability available to the Company at no charge.

7.42 Access to Poles, Ducts, Conduits and Rights-of-Way. In accordance with Section 224 of the Act and the FCC Interconnection Order, SPRINT shall provide Company access to the poles, ducts, rights-of-way and conduits it owns or controls on the same terms, conditions and prices offered to any provider of telecommunications services. If Company makes a request for access under this Article, SPRINT will grant Company access to SPRINT's relevant right-of-way records, which records will then be subject to Article XVII (Nondisclosure) whether or not such material is marked "Confidential" or "Proprietary."

ARTICLE VIII.
NUMBER PORTABILITY

8.01 The Parties agree that until a final Commission decision is issued regarding cost recovery for interim number portability in Florida Public Service Commission Docket No. 950737 that the Parties shall not charge each other for either RCF or DID arrangements. However, both Parties agree that once a Commission decision approves final INP, RCF or DID rates, such rates will be applied retroactively to all interim number portability arrangements. The Parties shall maintain records to identify their respective costs for provisioning interim number portability during the effective term of this Agreement and will calculate said charges for payment consistent with the Commission's order when final.

8.02 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission.

8.03 Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Telecommunications Number Portability. ("INP") to each other through remote call forwarding, route indexing, and full NXX code migration at the prices listed in the Pricing Schedule.

8.04 Once Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and by mutual agreement by the Parties, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to Number Portability. Upon implementation of Number Portability pursuant to FCC regulation, both Parties agree to conform and provide such Number Portability.

8.05 The Parties agree to provide interim Service Provider Number Portability ("SPNP") on a reciprocal basis between their networks to enable their end user customers to utilize telephone numbers associated with an Exchange Service provided by one Party, in conjunction with an Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service. The Parties shall provide reciprocal SPNP immediately upon execution of this Agreement via remote call forwarding ("RCF") or, where available, Direct Inward Dialing ("DID"). SPNP shall operate as follows:

a. A customer of Party A elects to become a customer of Party B. The customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon documentation to be agreed upon by the parties and an associated service order assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone numbers(s) will be forwarded on a single or multiple-path basis (as designated by Party B) to (a) new telephone number(s) designated by Party B. Party A will route the forwarded traffic to

Party B over the appropriate trunks as if the call was a call which had originated on Party A's network.

b. Party B will become the customer of record for the original Party A telephone numbers subject to the RCF arrangements. Party A will provide Party B a single consolidated master billing statement for all collect and billed-to 3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in an agreed format via either paper, electronic file transfer, daily magnetic tape or monthly magnetic tape (for which option there shall be no charge). Party A shall provide to Party B the EMR detailed records associated with the calls reflected on the master billing statement.

c. Party A will cancel line-based calling cards and will, as directed by Party B, update its Line Information Database ("LIDB") listings for retained numbers subject to RCF. SPRINT will include billing number information associated with numbers used for SPNP arrangements in its LIDB and will store and administer such data in the same manner as SPRINT's data for its end users. Until such time as SPRINT's LIDB has the software capability to recognize a ported number as Company's, SPRINT shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as SPRINT's LIDB has the software capability to recognize that the ported number is Company's then, if Company desires to store numbers on SPRINT's LIDB, the parties shall negotiate a separate LIDB database storage and look-up agreement. SPRINT will provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed number screening.

d. Within two (2) business days of receiving notification from the customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to the customer's instructions regarding its telephone number(s). Party A will reinstate service to the customer, cancel the RCF arrangement, or redirect the RCF arrangement pursuant to the customer's instructions at that time.

e. The Parties will migrate from RCF or DID to long-term number portability as soon as practically possible, but no later than the date required by the applicable FCC order, without interruption of service (to the degree possible) to their respective customers.

8.06 When requesting INP using RCF from each other, the Parties agree that the requesting Party may request on its service orders a specific date and time for the disconnect and forwarding translations to be performed by the forwarding Party. The forwarding Party will internally coordinate the translations to perform the disconnect and forwarding at the same time and to perform the translations at the time specified on the service order. All work will normally be completed within 30 minutes of the time specified on the service order. The requesting Party may, when necessary, contact the other Party's service center to stop work on a RCF order as long as the call is received no less than two hours before the scheduled cutover

time. For changes to orders due the next day or later, the Parties' electronic order interface will be used to change the cutover time. The coordination described in this Section shall be provided at no charge to the requesting Party.

8.07 DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A charge for a SPNP-DID trunk termination, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group.

ARTICLE IX. RESPONSIBILITIES OF THE PARTIES

9.01 At all times during the term of this Agreement or any extension, the Parties agree to use their best efforts to comply with all provisions herein in a fair and nondiscriminatory manner.

9.02 The Parties agree to exchange such reports and/or data as required herein to this Agreement to facilitate the proper billing of traffic. Upon thirty (30) days written notice, any Party may request an audit of the usage reports and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The audit may include review of the data described herein. A request for an audit must be received within one (1) year of receipt of the PLU factor and usage reports from the audited party.

9.03 The Company shall provide SPRINT with monthly service projections including, without limitation, busy hour usage for SPRINT's access capacity. SPRINT shall manage its network in order to accommodate the Company's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

9.04 The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and the Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

9.05 The Company shall be responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

9.06 All Parties shall:

a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;

b. Notify each other when there is any change affecting the service requested, including the due date;

c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date;

d. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other;

e. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks;

f. Provide each other with a trouble reporting number that is readily accessible and available 24 hours per day 7 days a week;

g. Provide to each other test-line numbers and access to test lines for the purposes of testing trunking .

9.07 Trouble Reports. The Parties will cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

9.08 The Parties will provide their respective billing contact numbers to one another.

ARTICLE X. **TRUNK FORECASTING AND SERVICING**

10.01 Implementation. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The parties

understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to cooperate and develop an implementation plan that will identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

10.02 Implementation Plan. The implementation plan may address the following matters, and may include other matters as agreed upon by the Parties:

- a. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) and the trunk, including standards and procedures for notification and discoveries of trunk disconnects,
- b. disaster recovery and escalation provisions;
- c. access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
- d. escalation procedures for ordering, provisioning, billing, and maintenance;
- e. single points of contact for ordering, provisioning, billing, and maintenance;
- f. service ordering and provisioning procedures, including provision of the trunks and facilities;
- g. conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;
- h. procedures and processes for Directories and Directory Listings;
- i. billing processes and procedures;
- j. network planning components; including time intervals for joint planning meetings to share forecast information.
- k. joint systems readiness and operational readiness plans,
- l. appropriate testing of services, equipment, facilities and Network Elements;
- m. monitoring of inter-company operational processes,

- n. procedures for coordination of local PIC changes and processing;
- o. physical and network security concerns;
- p. security escorts;
- q. safety and environment;
- r. network monitoring (trunk utilization); and
- s. such other matters specifically referenced in this Agreement that are to be agreed upon by the Parties and/or contained in the implementation plan.

10.03 The Parties shall work toward the development of joint forecasting responsibilities for the traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other quarterly. The quarterly forecasts shall include:

- a. Yearly forecasted trunk quantities including, without limitation, measurements that reflect actual tandem Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for a minimum of three (current and plus-1 and plus-2) years;
- b. The use of Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and
- c. A description of major trunk capacity additions anticipated for the following six months.

10.04 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

10.05 The Company shall be responsible for engineering its networks on its side of the POI. SPRINT shall be responsible for engineering the POI and its network on its side of the POI.

10.06 Trunk Servicing.

- a. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").
- b. All Parties shall jointly manage the capacity of Local Interconnection Trunk Groups. Any Party may send another an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party will issue a Firm Order Confirmation (FOC) within 5 business days and a Design Layout Record (DLR) to the ordering Party

within 7 business days after receipt of the ASR, assuming an inservice date of 14 business days on the ASR, to begin the provisioning process.

c. Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.

ARTICLE XI. FORCE MAJEURE

No Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party; regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by another Party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Parties, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and the Parties shall proceed to perform with dispatch once the causes are removed or cease.

ARTICLE XII. GOVERNING LAW AND COMMISSION DECISION

This Agreement shall be governed by and interpreted pursuant to the law of the State of Florida. This Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered, directed, or approved by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of a Commission or the FCC, in the exercise of their respective jurisdictions whether said changes or modifications result from an order issued on an appeal of the decision of a Commission or the FCC, a rulemaking proceeding, a generic investigation, a tariff proceeding, or an arbitration proceeding conducted by a Commission or FCC which applies to SPRINT or in which the Commission or FCC makes a generic determination) and in which Company had the right or the opportunity to participate, regardless of whether Company participated, and which the Commission finds general applicability to CLECs, including Company. Any rates, terms or conditions thus developed or modified if applicable to Company shall be substituted in place of those previously in effect and shall be deemed effective under this Agreement as of the effective date of the order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will

negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement after a 30-day negotiation period, the Parties agree they may petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

ARTICLE XIII.
LIMITATION OF LIABILITY AND INDEMNIFICATION

13.01 Neither Party shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

13.02 Each Party agrees, and each assumes the obligation, to limit the liability of the other Parties to the customers of the first Party to the greatest extent permissible by law. The Company agrees to include in their local switched service tariffs (if they file one in a particular State) or in any State where they do not file a local service tariff, in an appropriate document that is binding on their customers, a limitation of liability for damages to their customers that covers SPRINT as a provider of a portion of the Company's end user services to the same extent as the Company limits their own liability to their customers. SPRINT agrees to include in its tariff (if it files one in Florida) or if in Florida it does not file a local switched service tariff, in an appropriate document that is binding on its customers, a limitation of liability for damages by its customers that covers the Company as a provider of a portion of SPRINT's end user services to the same extent as SPRINT limits its own liability to its customers.

13.03 Neither Party hereto shall be liable for damages to the other's terminal location, POI or other Party's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by such Party's negligence or willful misconduct.

13.04 Each Party providing service, its affiliates and its parent company shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the other Party's customer arising from the Party's use or reliance on the other Party's services, actions, duties, or obligations arising out of this Agreement.

13.05 To the extent allowed by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified

in this Agreement. In this Article XIII, the indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

13.06 Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

13.07 No license under patents (other than the limited license to use) is granted or deemed implied with respect to any service offered by any Party pursuant to this Agreement. A Party providing a service pursuant to this Agreement will defend the Party receiving such service, against claims of patent infringement arising solely from the use by the receiving Party of service offered pursuant to this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims.

ARTICLE XIV. RECIPROCITY OF PROVISIONS

If a provision of this Agreement by its terms applies only to one Party because it is currently inapplicable to the other, such provision shall be deemed to apply reciprocally if and when such other Party's circumstances change such that the provision becomes applicable.

ARTICLE XV. SUCCESSORS AND ASSIGNS; OTHER PARTIES.

15.01 Any assignment of any right, obligation or duty or of any other interest hereunder, in whole or in part, by either Party to any non-affiliated entity, without the prior written consent of the other Party shall be void, such consent to not be unreasonably withheld. A Party assigning this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment hereof shall relieve the assignor of its obligations under this Agreement.

15.02 If any obligation is performed by a subcontractor or affiliate, SPRINT shall remain fully responsible for the performance of this Agreement in accordance with its terms. Company may request the dismissal of a subcontractor in the event Company reasonably believes such subcontractor is not properly performing services hereunder. SPRINT shall respond to such request within seven (7) days from receipt thereof.

15.03 Notwithstanding the above, should SPRINT sell or trade substantially all the assets in an exchange or group of exchanges that SPRINT uses to provide telecommunications services, then:

a. If the acquiring party is an Incumbent Local Exchange Carrier ("ILEC") in that state and Company already has an interconnection and/or resale agreement with that ILEC, then this Agreement shall terminate on the closing date of the sale or trade with regard to the relevant exchange(s); or

b. In the event the acquiring Party is not an ILEC in that state, or is an ILEC in that state but does not have an interconnection and/or resale agreement with Company, then SPRINT shall have the right to assign its rights, obligations, and duties under this Agreement with regard to the relevant exchange(s) without Company's permission to the acquirer of such assets, provided the acquirer has assumed the rights, duties and obligations of SPRINT.

ARTICLE XVI. DEFAULT

16.01 If either Party believes the other is in breach of this Agreement or in violation of law, it shall first give sixty (60) days' written notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties shall employ the Dispute Resolution procedures set forth in Article XVIII.

16.02 In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting party so advises the defaulting Party in writing of the event of the alleged default and the defaulting party does not remedy the alleged default within sixty (60) days after written notice thereof. Default is defined to include:

a. Either party's insolvency or initiation of bankruptcy or receivership proceedings by or against the party; or

b. Either party's material breach of any of the terms or conditions hereof, including the failure of making any undisputed payment when due.

ARTICLE XVII. NONDISCLOSURE

17.01 The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer count data and similar information (hereinafter collectively referred to as "Information"). The Information shall either be in writing or other tangible forms and clearly marked with a

confidential, private or proprietary legend (except for all information reviewed pursuant to Section 17.33(i) which shall be protected hereunder, whether or not so marked) or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. The Parties further agree not to disclose such Information and to protect the Information from distribution, disclosure, or dissemination to anyone except employees of the Parties with a need to know such Information and which employees agree to be bound by the terms of this Article. Neither Party shall use the other Party's Information for any purpose other than the performance of this Agreement. The Parties will use the same standard of care to protect the Information received as they would use to protect their own confidential and proprietary Information.

17.02 Notwithstanding the provisions of Section 17.01, the Parties agree that there will be no obligation to protect any portion of the information that is either:

- (1) made publicly available by the owner of the information or lawfully disclosed by a non-party to this Agreement;
 - (2) lawfully obtained from any source other than the owner of the information;
- or
- (3) previously known to the receiving Party; without an obligation to keep it confidential.

17.03 Effective Date of this Section. Notwithstanding any other provision of this Agreement to the contrary, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

ARTICLE XVIII. **DISPUTE RESOLUTION**

18.01 The Parties agree that in the event of a violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Each Party shall provide a representative to these dispute resolution meetings with decision-making authority regarding the issues under dispute. Thereafter, the parties shall submit any dispute that remains unresolved to arbitration before the Florida Public Service Commission. The decision of the Commission is subject to the State rules and procedures pursuant to the Act and shall be final and binding upon the Parties and judgment may be obtained thereon by either Party in a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case. The costs of arbitration, including the fees and expenses of the arbitrators, will be shared equally by the Parties unless the award otherwise provides. The resolution of disputes under this Article shall be

consistent with the Act. Nothing herein shall preclude either Party from filing a complaint or pursuing any remedy it may have with a Commission in the event of a violation hereunder.

18.02 If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all disputed amounts to the Billing Party and (ii) interest shall be paid upon the Disputed Amount, if appropriate, upon final determination of such dispute.

18.03 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

18.04 If the Parties are unable to resolve issues related to the Dispute Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 18.01, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

ARTICLE XIX. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein including all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

ARTICLE XX. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and upon said execution, shall be treated as an executed document.

ARTICLE XXI
NOTICES AND DEMANDS

Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, receipt acknowledged, or deposited, postage prepaid, in the United States mail, certified mail, return receipt requested, and addressed to such Party at the address set forth below or at such other address as either Party may specify in writing.

SPRINT Local Telecommunications Division
2330 Shawnee Mission Parkway, KSFR WA 0301
Westwood, KS 66205
Attention: Vice President - Carrier Services

and

SPRINT - Florida, Incorporated
555 Lake Border Drive
Apopka, FL 32703
Attention: Field Service Manager

and

SPRINT - Florida, Incorporated
555 Lake Border Drive
Apopka, FL 32703
Attention: General Counsel

Any Time Warner entity:

Time Warner Communications
160 Inverness Drive West
Englewood, CO 80112
Attention: Senior Counsel

Time Warner Communications
P.O. Box 210706
Nashville, TN 37221
(615) 673-1191
Attention: Vice President, Regulatory Affairs, Southeast Region

Each Party shall inform the other of any changes in the above addresses.

ARTICLE XXII.
MORE FAVORABLE PROVISIONS

22.01 Option to Elect Other Terms. If SPRINT enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangements covered in this Agreement to another requesting telecommunications carrier, including its affiliate, SPRINT shall make available to the Company such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the Company may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- (1) Interconnection - Articles III (A) and (D) and IV of this Agreement; or
- (2) E911/911 - Section 7.40 of this Agreement; or
- (3) BLV/BLVI - Section 7.39 of this Agreement; or
- (4) Information Services Traffic; or
- (5) Unbundled Access - Article VII (B) of this Agreement; or
- (6) Collocation - Article III (B) of this Agreement; or
- (7) Number Portability - Articles V and VIII of this Agreement; or
- (8) Access to Rights of Way - Section 7.42 of this Agreement; or
- (9) Directory Listings and Directory Distribution - Section 7.33 and 7.34 of this Agreement; or
- (10) Directory Assistance Service - Section 7.35 through 7.38 of this Agreement; or
- (11) Resale; or
- (12) Exchange Access - Article III (C) of this Agreement; or
- (13) Service Performance Standards - Article XXIII of this Agreement.

Upon expiration or termination of such other arrangement, the provision thus adopted shall cease to apply and Company may elect to (i) replace it with an applicable provision contained in another Other Agreement; (ii) revert to the corresponding original provision of this Agreement; or (iii) negotiate a new provision with Sprint. If the Parties cannot agree on a negotiated provision, either Party may invoke the dispute resolution provisions of Article XVIII.

ARTICLE XXIII
PERFORMANCE STANDARDS REPORTING AND REMEDIES

Section 1. General

1.1 SPRINT shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are specified in this Agreement or are required by law or regulation. In addition, SPRINT's performance under this Agreement shall be provided to Company, at a minimum, at Parity with the performance that SPRINT provides itself for like service(s).

1.2 SPRINT and Company agree that generally remedies at law alone are inadequate to compensate Company for any failures to meet the Performance Standard requirements specified in this Agreement, or for failures to provide Recorded Usage Data in accordance with this Agreement. Therefore, Company shall have the right to seek injunctive relief and other equitable remedies to require SPRINT: (i) to cause the service ordered by Company to meet the Performance Standards specified by the Agreement; (ii) install or provision service ordered by Company within the due dates specified in this Agreement; and (iii) to provide Recorded Usage Data in accordance with this Agreement.

1.3 SPRINT and Company agree that all financial remedies available to end user and access customers for same or like services will be offered to Company. At such time that state or federal commission-approved credits/financial remedies are put in place between SPRINT and any of its affiliates or CLEC customers or, between Company and SPRINT, the Parties agree to amend this Agreement to incorporate such arrangements.

Section 2. Parity and Quality Measurements

2.1 SPRINT shall provide to Company, at a minimum, the comparative reports described in this Attachment IX on a monthly basis. These reports shall compare SPRINT's results with Company's results and other CLECs' results, and may be presented by state, area code, NXX, product feature, end office and/or any other agreed manner.

2.2 SPRINT will develop and implement the following measures:

2.2.1 Pre-Ordering/Ordering/Provisioning

2.2.1.1 Percentage of Commitment Times Met - Service Order

2.2.1.2 Prompt Transmission of Customer Service Record (CSR) Information

2.2.1.3 Prompt Transmission of Firm Order Conformation (FOC)

2.2.1.4 PIC Changes Completed Within Twenty-Four (24) Hours

2.2.1.5 Disconnect Order Completion Interval

2.2.2 Interconnection

2.2.2.1 Trunk Orders on or Before the Committed Due Date

2.2.2.2 Firm Order Confirmation (FOC) time delivery

2.2.2.3 Rights of Way (ROW), Conduit and Pole Attachment Availability

2.2.3 Maintenance and Repair

2.2.3.1 Average Clearing Time - Out of Service

2.2.3.2 Percentage of Commitment Times Met - Trouble Report

2.2.3.3 Trouble Reports per 100 Access Lines (Resale only)

2.2.3.4 Percent Repeated Trouble Reports

2.2.3.5 Percent Reporting Trouble Within Five (5) Days of the Date Installed

2.2.4 Billing

2.2.4.1 Advance Notice of Late Billing Associated with the Wholesale Bill

2.2.4.2 Delivery of Mechanized Customer Service Record (ACSR) for Wholesale Bill Verification

2.2.4.3 Charges Billed in Current Wholesale Bill Period for Flat Rated Services

2.2.4.4 Charges Billed Within Ninety (90) Days for Usage Charges

2.2.4.5 Financial Accuracy of Local OCC Bills

2.2.4.6 Customer Usage Data - File Transfer

2.2.4.7 Customer Usage Data - Timeliness

2.2.4.8 Customer Usage Data - Accuracy

2.2.5 Operator Services (only if utilized by Company)

2.2.5.1 Average Toll Answer Time

2.2.5.2 Average Directory Assistance Answer Time

2.3 All the above measures will be implemented in a manner that is consistent with the current measures SPRINT makes of its own performance.

2.4 The Parties may mutually agree to further require additional and/or modified reporting as part of the Implementation Plan in Part A, or subsequently as business needs demand.

ARTICLE XXIV. MISCELLANEOUS PROVISIONS

24.01 Severability. If any provision of this Agreement, or the application of such provision to any Party or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby; provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

24.02 Modification. No variational modification of this Agreement and no waiver of any of its terms or conditions should be valid unless it is in writing and signed by the duly authorized officers of the Party or Parties sought to be charged.

24.03 Headings. The headings of the sections, Articles and Paragraphs of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions hereof.

24.04 Grammatical Changes. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender as the circumstances require.

24.05 Counterparts. This Agreement, or any amendment hereto may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same counterpart. In addition, this Agreement, or any amendment hereto, may contain more than one counterpart of the signature pages, and this Agreement, or any amendment hereto, may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages; all of such counterpart signature pages shall be read as through one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

SPRINT - FLORIDA, INCORPORATED

By: [Signature]
Its: VP Law & External Relations

By: _____
Its: _____

TIME WARNER COMMUNICATIONS A/S OF FLORIDA, L.P.

By: [Signature]
Its: Sr. Vice President

Exhibit A

Exchanges and Systems

TWC

CLLI Code: MTLDFLAPSD0

Vertical Coordinate: 7954

Horizontal Coordinate: 1031

NPA-NXX Codes

407-205	407-209	407-210	407-707
407-215	407-217	407-360	407-708
407-473	407-703	407-705	

Current POIs with SPRINT Offices are:

<u>Office CLLI</u>	<u>Vert</u>	<u>Horz</u>	<u>Office address</u>
	<u>Coord</u>	<u>Coord</u>	
WNPKFLXE03T	7941	1034	500 No. New York Ave., Winter Park, FL

EXHIBIT B

Compensation on INP Calls

DATA

1	Annual Terminating MOU - Interstate Access	3,205,006,165
2	Annual Terminating MOU - Intrastate Access	1,183,534,954
3	Annual Originating MOU - IntraLATA Toll	172,934,714
4	Annual Business Originating MOU - Interstate Access	1,042,026,842
5	Annual Residential Originating MOU - Interstate Access	2,289,449,787
6	Annual Business Originating MOU - Intrastate Access	226,158,626
7	Annual Residential Originating MOU - Intrastate Access	581,045,595
8	Annual Business Originating MOU - IntraLATA Toll	47,729,981
9	Annual Residential Originating MOU - IntraLATA Toll	125,204,733
10	Business Access Lines - 12/31/95	483,750
11	Business Access Lines - 12/31/96	526,746
12	Residential Access Lines - 12/31/95	1,227,659
13	Residential Access Lines - 12/31/96	1,285,899

Average Terminating MOU/line - Business:

Interstate = $((L1 / 12) * (L4 / (L4 + L5))) / ((L10 + L11) / 2)$	165
Intrastate = $((L2 / 12) * (L6 / (L6 + L7))) / ((L10 + L11) / 2)$	55
IntraLATA = $((L3 / 12) * (L8 / (L8 + L9))) / ((L10 + L11) / 2)$	8

Average Terminating MOU/line - Residence:

Interstate = $((L1 / 12) * (L5 / (L4 + L5))) / ((L12 + L13) / 2)$	146
Intrastate = $((L2 / 12) * (L7 / (L6 + L7))) / ((L12 + L13) / 2)$	56
IntraLATA = $((L3 / 12) * (L9 / (L8 + L9))) / ((L12 + L13) / 2)$	8

Average Transport Mileage 16

Per MOU Prices:

	Interstate	Intrastate	Local
RIC	\$0.005213	\$0.010824	
Term CCL	\$0.015561	\$0.033600	
LS	\$0.010396	\$0.017700	\$0.004100
IS	\$0.000065	\$ -	
Common Transport - Fixed	\$0.000290	\$0.000200	\$0.000255
Common Transport - Per Mile	\$0.000066	\$0.000040	

Compensation:

Business	\$ 8.33
Residential	\$ 7.92