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RECORDS AND
REPORTING

March 29, 1999

BY HAND DELIVERY

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

990393-TP

Re: Interim Traffic Termination and Billing
Agreement between Vista-United and AT&T

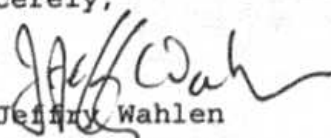
Dear Ms. Bayo:

Pursuant to Section 252 of the Telecommunications Act of 1996, enclosed for filing are the original and fifteen (15) copies of the above-referenced Interim Traffic Termination and Billing Agreement.

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

Thank you for your assistance in this matter.

Sincerely,


J. Jeffrey Wahlen

Enclosures

cc: Lynn B. Hall, w/encls.
Barbara Bradford, w/encls.
Tracy Hatch, w/encls.

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FPSC BUREAU OF RECORDS

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DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**INTERIM TRAFFIC TERMINATION AND BILLING
AGREEMENT**

dated as of March 16, 1999

between

VISTA-UNITED TELECOMMUNICATIONS

and

**AT&T COMMUNICATIONS OF THE SOUTHERN
STATES, INC.**

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INTERIM TRAFFIC TERMINATION AND BILLING AGREEMENT

This INTERIM TRAFFIC TERMINATION AND BILLING AGREEMENT ("Agreement") is effective as provided herein, by and between AT&T Communications of the Southern States, Inc., a Delaware corporation, ("AT&T"), and Vista-United Telecommunications, a Florida general partnership ("VISTA") (collectively, VISTA and AT&T shall be referred to as the "Parties". "Party" shall be the singular reference to "Parties").

WITNESSETH:

WHEREAS, this Agreement sets forth the provisions under which AT&T and VISTA will provide for the originating, terminating, and/or transporting of "Local Traffic" (as defined hereinbelow in subsection 1.1.1) between the facilities operated by the Parties. This Agreement also sets forth the terms and conditions for the handling of telecommunications services for which charges are billed and collected by one Party for the other Party;

WHEREAS, this Agreement covers only traffic provided through the use of feature group type C access, feature group type D terminating access, or feature group type D originating access in those cases where either Party is the provider of services selected by an end-user, to the other Party's end offices;

WHEREAS, this Agreement is intended to fulfill VISTA's obligations under subsection 251(a) of the Communications Act, as amended by the Telecommunications Act of 1996 ("Act"). This Agreement covers only the exchange of "Local Traffic" (as defined hereinbelow in subsection 1.1.1) which AT&T originates outside of VISTA's certificated service area and terminates inside VISTA's certificated service area; or VISTA originates inside of VISTA's certificated service area and terminates on AT&T's network outside of VISTA's certificated service area, as described herein, and is intended to replicate the arrangements currently existing by and between VISTA and its neighboring incumbent local exchange companies for the exchange of "Local Traffic" (as hereinafter defined in subsection 1.1.1); and

WHEREAS, it is specifically understood and agreed to by the Parties that nothing in this Agreement shall be construed as an attempt to reach agreement regarding matters contained in subsections 251 (b) and (c) of the Act; nor shall any act or omission of VISTA or any provision of this Agreement be construed as a waiver of VISTA's rights under subsection 251(f) of the Act.

WHEREAS, this interim Agreement is being entered into to obtain the immediate exchange of local traffic between the customers of each Party pending negotiation of an arrangement in accordance with subsection 251(a) of the Act.

NOW, THEREFORE, in consideration of the mutual obligations as set forth below the Parties hereby agree as follows:

1. PROVISION OF SERVICE.

1.1. Provision of Service.

The Parties provision of service shall be as follows:

1.1.1. The Parties agree, pursuant to the terms set out herein, to terminate all extended area service traffic originated by customers of the other Party, including traffic originating from customers of a Commercial Mobile Radio Service Provider ("CMRSP") and terminating to the Parties' end users, and including traffic originating from the Parties' end users and terminating to customers of CMRSPs. For purposes of this Agreement, "Extended Area Service Traffic" is "Local Traffic" that originates with a customer of one Party and terminates with a customer of the other Party within an "Extended Area Service Zone". An "Extended Area Service Zone" includes (i) any zone established as a local calling area by the Independent Local Exchange Company ("ILEC") (the "Local Area"), (ii) any other area (which may or may not be contiguous with the Local Area) established by the state legislature, the Florida Public Service Commission ("Commission") or any tariff as a mandatory or optional "extended area service" territory (or its equivalent) with respect to any customer in the Local Area, and (iii) any additional area within which the ILEC has agreed to exchange traffic originating or terminating in the Local Area with any other telecommunications carrier (including the transit ILEC) pursuant to an Extended Area Service agreement or other arrangement not involving the payment of tariffed access charges by the originating carrier. For purposes hereof, "CMRSP" shall mean a common carrier provider of domestic public wireless or wireless telecommunication service, as defined in Part 22, Subpart H or Part 24 of the Federal Communication Commission ("FCC") Rules and Regulations.

1.1.2. Each Party will provide the facilities and equipment required in its central offices for the termination and switching of all of the other Party's Extended Area Service Traffic under this Agreement. Neither Party shall charge the other for any facilities or equipment required for terminating the Extended Area Service Calls of the other under this Agreement. Otherwise, each Party shall bear its own costs and expenses in connection with this Agreement. Traffic to, and from customers of CMRSP's shall be considered Local Traffic for purposes of this Agreement.

1.1.3. The provisioning and engineering of such services and facilities will comply with generally accepted industry methods and practices and the Parties shall observe the rules and regulations of their respective lawfully established tariffs applicable to the services provided.

1.1.4. The AT&T traffic covered by this Agreement shall be routed over AT&T's existing access trunk groups. VISTA will send Extended Area Service Traffic to AT&T's switch using its' existing Extended Area Service trunk groups to BellSouth Telecommunications, Inc. Any changes in routing shall be agreed upon in writing by the Parties before becoming effective.

4. ALTERNATE BILLED MESSAGES.

4.1. Alternate Billed Messages.

4.1.1. For purposes herein, "Alternate Billed Messages" shall mean messages originating on one Party's facilities that are billed by another company. Alternate Billed Messages include, without limitation, calls that are collect, third number billed and billed to a LEC calling card.

4.1.2. AT&T currently does not originate any local Alternate Billed Messages within VISTA's Extended Area Service area. If AT&T begins originating any Alternate Billed Messages that are billable to customer's within VISTA's territory. AT&T shall promptly notify VISTA and shall negotiate appropriate arrangements to facilitate the exchange of information and compensation associated with such traffic.

5. OPERATOR SERVICES.

5.1. Operator Services.

Each Party will be responsible for maintaining its own customer information in currently available databases used in the provision of miscellaneous intercompany operator services (i.e. local assistance, directory assistance, directory assistance call completion, busy line verification/interrupt).

6. AUDITS.

6.1. Audits.

Each Party will keep adequate records of all collection, payments and other transactions hereunder. Upon 30 days prior written notice, either Party may request an audit of the usage reports or billing data supplied by the other Party hereunder and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit requests shall not be submitted more frequently than one time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. A request for an audit must be received within one year of receipt of the records or usage reports from the audited Party. Auditors hereunder shall not be compensated on a contingent fee basis.

7. GOVERNING LAW.

7.1. Governing Law.

This Agreement shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, and, where applicable, the laws of the United States of America.

8. ENTIRE AGREEMENT: NO OFFER.

8.1. Entire Agreement: No Offer.

This Agreement contains the entire Agreement of VISTA and AT&T with respect to the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of any force or effect. This Agreement shall be modified only by a written agreement executed by both Parties with the same formalities as this Agreement. All prior agreements or communications that are the subject matter of this Agreement are and shall be merged into this Agreement and shall have no force or effect. Neither any submission of this Agreement by one Party to the other, nor any correspondence or other communications between the Parties in connection therewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the Parties unless and until one or more duplicates of this Agreement has been fully executed and delivered between the Parties. Accordingly, any such submission, communications or correspondence between the Parties or their respective agents or attorneys is intended only as non-binding discussions prior to such execution, and either Party shall have the absolute right to withdraw from such discussions without any liability whatsoever to the other Party prior to such execution.

9. REPRESENTATIONS AND WARRANTIES.

9.1. AT&T's Representations.

AT&T represents and warrants to VISTA the following:

9.1.1. AT&T is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to transact business in the State of Florida;

9.1.2. AT&T, and the undersigned signatories executing this Agreement on behalf of AT&T, are duly authorized and empowered to enter into this Agreement with VISTA;

9.1.3. To the best of the undersigned's actual knowledge, neither the entering into of this Agreement nor the performance or satisfaction by AT&T of its obligations and liabilities hereunder nor the exercise by AT&T of any of its rights or options hereunder, will constitute or result in a violation or breach by AT&T of any judgment, order, writ, injunction or decree issued against or imposed upon it, or to the best of the undersigned's actual knowledge will result in a violation of any applicable Law;

9.1.4. To the best of the undersigned's actual knowledge and belief after reasonable inquiry, there is no action, suit, proceeding or investigation pending or threatened, which would prevent, impair or which questions the validity or enforceability of this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality; and

9.1.5. Except as provided in subsection 18.1.1 of this Agreement, no further approval, consent, order or authorization of, or designation, registration or filing with, the United States and any state, county, city or political subdivision thereof, and any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States or any state, county, city or political subdivision thereof including, without limitation, the Reedy Creek Improvement District, a political subdivision of the State of Florida (collectively, "Governmental Authority"), is required in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions hereof by AT&T.

9.1.6. AT&T shall perform its obligations hereunder using reasonable care.

9.2. VISTA's Representations.

VISTA represents and warrants to AT&T the following:

9.2.1. VISTA is a general partnership duly organized, validly existing and in good standing under the laws of the State of Florida and is authorized to transact business and holds a certain Certificate of Public Convenience and Necessity in the State of Florida;

9.2.2. VISTA, and the undersigned signatories executing this Agreement on behalf of VISTA are duly authorized and empowered to enter into this Agreement with AT&T;

9.2.3. To the best of the undersigned's actual knowledge, neither the entering into of this Agreement nor the performance or satisfaction by VISTA of its obligations and liabilities hereunder nor the exercise by VISTA of any of its rights or options hereunder will constitute or result in a violation or breach by VISTA of any judgment, order, writ, injunction or decree issued against or imposed upon it, or to the best of the undersigned's actual knowledge will result in a violation of any applicable Law;

9.2.4. To the best of the undersigned's actual knowledge and belief after reasonable inquiry, there is no action, suit, proceeding or investigation pending or threatened, which would prevent, impair or which questions the validity or enforceability of this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality; and

9.2.5. Except as provided in subsection 18.1.1 of this Agreement, no further approval, consent, order or authorization of, or designation, registration or filing with, any Governmental Authority is required in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions hereof by VISTA.

9.2.6. VISTA shall perform its obligations hereunder using reasonable care.

10. LIMITATIONS OF LIABILITY AND INDEMNIFICATIONS.

10.1. Limitations of Liability and Indemnifications.

The Parties agree that the following limitation: of liability and indemnifications shall apply:

10.1.1. Except for the willful misconduct or gross negligence of either Party hereto, neither AT&T nor VISTA will be liable to the other for either Party's indirect, incidental, special or consequential damages (including, but not limited to, lost profits) arising, in whole or in part, from either Party's actions, omissions, mistakes, or negligence relating to performance under this Agreement (including, but not limited to, breaches of this Agreement).

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

10.1.3. Each Party assumes no liability for the accuracy of data provided by a third party and each Party agrees to indemnify and hold harmless the other Party for any third party claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

10.1.4. VISTA shall indemnify and hold harmless AT&T, its' "Affiliates" and the respective officers, directors, employees and agents of each from all liabilities, damages, costs and expenses (including reasonable counsel fees) incurred in connection with any claim arising out of VISTA's breach of any representation, warranty or obligation hereunder. AT&T shall indemnify and hold harmless VISTA, the partners of VISTA, the "Affiliates" of VISTA's partners, and the respective officers, director, employees and agents of each from all liabilities, damages, costs and expenses (including reasonable counsel fees) incurred in connection with any claim arising out of AT&T's breach of any representation, warranty or obligation hereunder. For purposes hereof "Affiliates" shall mean as to any entity, any other entity which is controlled by, controls, or is under common control with such entity. The term "control" (including, the terms "controlled", "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity. The term "Affiliates" shall be the plural reference to "Affiliate".

10.1.5. The Party seeking indemnification under this Agreement (the "Indemnified Party") shall give notice to the Party required to provide indemnification hereunder (the "Indemnifying Party") promptly after the Indemnified Party has actual knowledge of any claim as to which indemnity may be sought hereunder. The Indemnified Party shall permit the Indemnifying Party (at the Indemnifying Party's expense) to assume the defense of any claim or litigation resulting therefrom; provided, that: (i) counsel for the Indemnifying Party who shall conduct the defense of such claim or litigation shall be reasonably satisfactory to the Indemnified Party; (ii) the Indemnified Party may participate in such defense, but only at the Indemnified Party's own cost and expense; and (iii) the omission by the Indemnified Party to

12. RIGHTS CUMULATIVE.

12.1. Rights Cumulative.

All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by Law.

13. FORCE MAJEURE.

13.1. Force Majeure.

Except as otherwise expressly provided in this Agreement, and except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency or refusal or inability to pay, if either Party shall be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes or work stoppage beyond the control of either Party hereto, then the performance of such covenant or obligation, shall be excused for the period of such delay, hindrance or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention.

14. NO WAIVER.

14.1. No Waiver.

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either Party unless in writing and executed by the other Party as the case may be. Neither the failure of either Party to insist upon a strict performance of any of the agreements, terms, covenants and conditions hereof, nor the acceptance of any payments from either Party with knowledge of a breach of this Agreement by the other Party in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that VISTA or AT&T may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

15. CONFIDENTIALITY OF PROPRIETARY DATA.

15.1. Confidentiality of Proprietary Data.

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 account data and similar information (collectively, "Confidential Information"). The Confidential

18.1.2. The Parties agree to exchange traffic pursuant to the terms of this interim Agreement for a period of six months from the effective date of this Agreement, and thereafter the Agreement shall continue in full force and effect until replaced by an agreement or other resolution pursuant to subsection 18.1.3 hereof. The effective date of this Agreement shall be the date of its approval by the Commission. The Parties agree to negotiate in good faith to reach an equitable traffic exchange arrangement pending the expiration of this Agreement.

18.1.3. Upon delivery of written notice at least sixty (60) days prior to the expiration of this interim Agreement or any time thereafter, either Party may petition the Commission to establish appropriate rates, terms and conditions for the origination, transport and termination of traffic pursuant to Section 251(a) of the Act. 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.

18.1.4. The Parties acknowledge that this Agreement does not cover all aspects of the exchange of local and intraLATA toll traffic under the Act. If changes in business plans, traffic volumes or network configurations warrant, other exchanges of traffic between the Parties will be negotiated on a nondiscriminatory basis.

18.1.5. This Agreement shall have no precedential effect in the event the Parties negotiate or arbitrate a definitive agreement pursuant to subsections 251(b) and (c) of the Act as applicable.

19. NOTICES.

19.1. Notices Requirements.

Any notice, demand, request, offer, consent, approval or communication to be provided under this Agreement shall be in writing and shall be deemed received: (i) two business days after it is deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed (as the case may be) to VISTA at VISTA's address shown herein, or to AT&T at AT&T's address shown herein; (ii) the next day after it is deposited with a nationally recognized and reputable air courier addressed (as the case may be) to VISTA at VISTA's address shown herein, or to AT&T at AT&T's address shown herein; or (iii) the same day it is personally delivered (as the case may be) to VISTA at VISTA's address shown herein, or to AT&T at AT&T's address shown herein.

19.2. Notices Addresses.

Notices Addresses for the Parties are set forth as follows:

AT&T Communications of the Southern States, Inc.
Room 6054
1200 Peachtree Street
Atlanta, Georgia 30309
Attention: John Walters
Industry Relations Manager

with a copy to:

AT&T Communications of the Southern States, Inc.
Suite 700
101 N. Monroe Street
Tallahassee, Florida 32301
Attention: Tracy Hatch
Legal Counsel

Vista-United Telecommunications
3100 Bonnet Creek Road
Lake Buena Vista, Florida 32830
Attention: Manager - Business Affairs

with a copy to:

Vista-United Telecommunications
P.O. Box 10,000
Lake Buena Vista, Florida 32830-1000
Attention: General Counsel

19.3. Different Address.

Either Party may designate a different representative and/or address for receiving notice hereunder by giving 30 days prior written notice to the other Party in accordance with the provisions hereof.

19.4. Refusal of Notice.

If any notice is tendered and is refused by the intended recipient, such notice shall, nonetheless, be considered to have been given and shall be effective as of the date provided herein.

other matter or thing in respect of the subject matter of this Agreement and/or the Attachments hereto or the transaction and development contemplated hereby.

22.2. VISTA's No Representations.

VISTA acknowledges that it has examined AT&T's Systems and that it is not relying upon any representation or warranty, either express or implied, made by AT&T or any of AT&T's Affiliates or any other person or entity in any way affiliated with AT&T, or being or claiming to be an agent, employee or servant of AT&T, with respect to: the physical condition of AT&T's Systems, the ground, earth or subsoil conditions; the financial reports, data, analyses or projections that concern the proposed development, operation or projected occupancy of AT&T's Systems; the proposed construction of, or any agreement not to construct, any other facilities or amenities adjacent to, or in proximity to, AT&T's Systems; any zoning or other applicable legal requirements; or any other matter or thing in respect of the subject matter of this Agreement and/or the attachments hereto or the transaction and development contemplated hereby.

23. PROMOTIONS.

23.1. VISTA's Promotions.

Except as specifically permitted by VISTA in this Agreement, AT&T, by virtue of this Agreement, shall acquire no right to use, and shall not use, the names of VISTA, "The Walt Disney Company", "ABC" or "ESPN" (either alone or in conjunction with or as a part of any other word, mark or name) or any fanciful characters or designs of The Walt Disney Company or any of its Affiliates: (i) in any advertising, publicity, promotion; (ii) nor to express or imply any endorsement of AT&T's products or services; (iii) nor to use any of said names, characters, or designs in any other manner whatsoever (whether or not similar to the uses prohibited by (i) and (ii) above). VISTA reserves the right to approve or disapprove, in its sole discretion, any advertising and promotional materials to be used on, within, in conjunction with, or in any way mentioning advertising or promoting AT&T's business with respect to VISTA's systems. This Section 23.1 shall survive the expiration or sooner termination of this Agreement.

23.2. AT&T's Promotions.

Except as specifically permitted by AT&T in this Agreement, VISTA, by virtue of this Agreement, shall acquire no right under this Agreement to use, and shall not use, the names of AT&T, the name "AT&T Communications of the Southern States, Inc." (either alone or in conjunction with or as a part of any other word, mark or name) or any fanciful characters or designs of AT&T or any of its Affiliates: (i) in any advertising, publicity, promotion; (ii) nor to express or imply any endorsement of VISTA's products or services; (iii) nor to use any of said names, characters, or designs in any other manner whatsoever (whether or not similar to the uses prohibited by (i) and (ii) above). AT&T reserves the right to approve or disapprove, in its sole discretion, any advertising and promotional materials to be used on, within, in conjunction with, or in any way mentioning advertising or promoting VISTA's business with respect to AT&T's

systems. This Section 23.2 shall survive the expiration or sooner termination of this Agreement.

24. COUNTERPARTS.

24.1. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

25. FORUM AND VENUE FOR LEGAL PROCEEDINGS.

25.1. Forum and Venue for Legal Proceedings.

Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted exclusively for trial, before the Circuit Court for Orange County, Florida; or if such court shall not have jurisdiction, then before any other court or administrative body sitting in the State of Florida having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

26. RELATIONSHIP DISCLAIMER.

26.1. Relationship Disclaimer.

The Parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, fiduciary, employment or agency relationship for the purposes of this Agreement, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein or in any other document, nothing in this Agreement or in any documents executed or delivered or to be executed or delivered shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, fiduciary, employment or agency relationship of any kind or nature whatsoever between the Parties hereto.

26.2. Construction of Agreement.

This Agreement has been fully reviewed and negotiated by the Parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provisions being interpreted.

27. EXECUTION.

27.1. Execution.

AT&T and VISTA hereby authorize and execute this Agreement.

**AT&T COMMUNICATIONS
OF THE SOUTHERN STATES, INC.**

By: *Denise Berger*
Name: Denise Berger

Its: District Manager - Negotiations

Date: 3-9-99

**VISTA-UNITED
TELECOMMUNICATIONS**

By: *Rick Astleford*
Name: Rick Astleford

Its: General Manager

Date: 3/16/99