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ORIGINAL
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May 21, 1997

VIA HAND DELIVERY

Ms. Blanco S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2340 Shumard Oak Boulevard
Tallahassee, Florida 32399

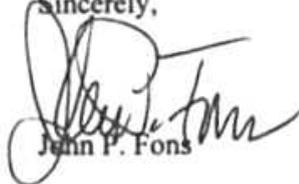
RE: Docket No. 970496-TP

Dear Ms. Bayo:

Enclosed for filing on behalf of both KMC Telecom, Inc., and Sprint-Florida, Inc., please find an original and fifteen (15) copies of the Joint Motion for Acceptance of Stipulation of Material Facts and to Proceed on an Expedited and Informal Basis. Please date stamp the extra copy of the Joint Motion.

Please call me if you have any questions.

Sincerely,



John P. Fons

ACK

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In the matter of)	
)	
KMC TELECOM, INC.)	
)	
Petition for Relief To Opt Into An Approved Interconnection Agreement)	Docket No. 970496-TP
)	
SPRINT - FLORIDA, INC.)	

**JOINT MOTION
FOR ACCEPTANCE OF STIPULATION OF MATERIAL FACTS
AND TO PROCEED ON AN EXPEDITED AND INFORMAL BASIS**

KMC Telecom, Inc. ("KMC") and Sprint-Florida, Inc. ("Sprint"), by their undersigned attorneys, respectfully request that the Florida Public Service Commission (the "Commission") accept as the record for the above-captioned proceedings the attached Stipulation of Material Facts. In light of this Stipulation, there are no material facts in dispute. Accordingly, KMC and Sprint also respectfully request, pursuant to Fla. Stat. Ann. § 120.57(2), that the Commission proceed on an expedited and informal basis.

BACKGROUND

In its April 25, 1997 Petition, KMC asked that the Commission determine that, in accordance with Section 252(i) of the 1996 Act, Sprint is required to allow KMC to opt into the Partial Interconnection Agreement for LATA 458 between United Telephone Company of Florida and MFS Communications Company, Inc. ("MFS Agreement"), which was approved by this Commission in Order No. PSC-97-0240-FOF-TP. KMC sought to opt into the MFS

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Agreement in its entirety, including Section 5.4.2 of the MFS Agreement which establishes a reciprocal local call termination rate of \$0.0055 per minute of use. KMC also requested that the matter proceed under Fla. Stat. Ann. § 120.57(2) as there are no material facts in dispute.

On May 5, 1997, Sprint filed a response claiming that KMC is not entitled to the relief requested in its Petition on the basis that Section 5.4.2 of the MFS Agreement is inoperable and of no further effect. After conferring with each other and Commission staff, KMC and Sprint have prepared the attached stipulation in an effort to pursue their mutual goal of expediting the resolution of these proceedings.

DISCUSSION

KMC and Sprint submit that the attached stipulation accurately reflects all of the material facts that will be involved in the Commission's consideration of KMC's Petition. The Commission should therefore adopt the attached stipulation as the factual record for this proceeding. In addition, the Commission may take official recognition of all material facts that may be officially recognized under Florida law.

Consistent with the Commission's Order No. PSC-96-0984-PCO-TL,¹ the Commission should also proceed on an expedited and informal basis pursuant to Fla. Stat. Ann. § 120.57(2). Because the two principal parties in this case agree that there are no material facts in dispute, there is no need for a formal hearing under Fla. Stat. Ann. § 120.57(1). Rather, the Commission should order that initial briefs of no more than sixty (60) pages should be filed on or before

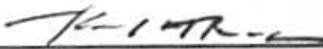
¹In re: Petition and Complaint of Harris Corporation Against BellSouth Telecommunications, Inc. Concerning Complex Inside Wiring, Docket No. 951069-TL, Order No. PSC-96-0984-PCO-TL (Fla. P.S.C. Aug. 1, 1996).

June 30, 1997 and that reply briefs of no more than thirty (30) pages should be filed on or before July 11, 1997, addressing the following issue: Under Section 252(i) of the Telecommunications Act of 1996, on what basis if any can Sprint refuse to allow KMC to opt into a provision in a previously approved interconnection agreement. KMC and Sprint have conferred with each other and Commission staff on this briefing schedule and agree to abide by this schedule.

CONCLUSION

KMC and Sprint jointly request that the Commission accept the attached Stipulation of Material Facts as the record in this proceeding and that the Commission conduct this proceeding on an expedited and informal basis pursuant to Fla. Stat. Ann. § 120.57(2).

Respectfully submitted,


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Attorneys for SPRINT-FLORIDA, INC.

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of)	
)	
KMC TELECOM, INC.)	
)	
Petition for Relief To Opt Into An Approved Interconnection Agreement)	Docket No. 970496-TP
)	
SPRINT - FLORIDA, INC.)	

STIPULATION OF MATERIAL FACTS

KMC Telecom, Inc. ("KMC") and Sprint-Florida, Inc. ("Sprint"), by their undersigned attorneys, stipulate to the following material facts in the above-captioned proceeding:

1. KMC is a Delaware corporation, with offices located at 1545 Route 206, Suite 300, Bedminster, NJ 07921, which has applied for and received certification to provide interexchange and local exchange service in a number of states.
2. Sprint is an incumbent provider of local exchange services within the State of Florida. Sprint is a corporation having its principal place of business at 555 Lake Border Drive, Apopka, Florida 32703. Sprint provides and at all material times has provided intrastate, local exchange and exchange access service in Florida subject to the regulatory authority of this Commission.
3. For purposes of §§ 251 and 252 of the 1996 Act, Sprint is and has been at all material times an "incumbent local exchange carrier" in the State of Florida as defined by Sec. 251(h) of the Telecommunications Act of 1996 ("1996 Act").
4. On September 13, 1996, KMC sent a letter to Sprint requesting interconnection pursuant to § 251 of the 1996 Act.
5. The parties have reached an agreement in principle on all except one issue. An agreement reflecting the terms of this agreement in principle is in the process of being prepared and will be filed after it has been executed.

6. In the course of the negotiations, KMC stated that it was willing to accept, in the State of Florida, the terms and conditions as set forth in the Partial Interconnection Agreement for LATA 458 between United Telephone Company of Florida and MFS Communications Company, Inc. ("MFS Agreement"), which was approved by this Commission in Order No. PSC-97-0240-FOF-TP, including Section 5.4.2 and Section 26.2.

7. KMC and Sprint agreed that, pursuant to Section 252(i) of the 1996 Act, KMC would opt into the MFS Agreement, with modifications to reflect the differences in geography and network design between MFS and KMC.

8. Sprint, however, pursuant to its interpretation of Section 26.2 of the MFS Agreement has refused to permit KMC to opt into Section 5.4.2 of the MFS Agreement, which establishes a reciprocal call termination rate of \$0.0055 per minute of use.

9. KMC is not currently providing tandem switching.

10. The Commission may take official notice and recognition of Order No. PSC-97-0294-FOF-TP, issued on March 14, 1997, in Docket No. 961230-TP.

11. A true and correct copy of the MFS Agreement is attached hereto as Exhibit A.

Respectfully submitted,


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Jerry M. Johns
Vice President - Law &
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Altamonte Springs, Florida 32716-5000
Voice 407 889 6016
Fax 407 889 1211

April 16, 1997

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

RE: Docket No. 960838-TP
Filing of Supplemental Addendum

Dear Ms. Bayo:

As indicated in my April 10, 1997, letter to you Sprint-Florida, Inc. and MFS Communications company, Inc. have executed a Supplemental Addendum.

Please substitute the enclosed for that which we filed on April 10, under Sprint-Florida's old name, United Telephone Company of Florida.

Sincerely,



Jerry M. Johns

JMJ/bs

Enclosure

cc: Alex Harris
Parties of Record

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail, this 16th day of April, 1997, to the following:

Martha Carter Brown
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Richard Rindler
Swidler & Berlin, Chartered
3000 K Street, N.W., Suite 300
Washington, DC 20007-5116


Charles J. Rehwinkel

SUPPLEMENTAL ADDENDUM

This Supplemental Addendum ("Addendum") is entered into and effective as of this 19th day of April, 1997, to reflect and incorporate the conclusions contained in the Florida Public Service Commission's Order No. PSC 96-1532-FOF-TP, dated December 16, 1996, ("December Order"), as subsequently affirmed in the Commission's Order No. PSC 97-0274-FOF-TP, dated March 11, 1997, to the negotiated Partial Interconnection Agreement for LATA 458, dated September 19, 1996, by and between Sprint-Florida, Inc. (f/k/a United Telephone Company of Florida) and MFS Communications Company, Inc. ("Agreement").

Section I: Compensation for Call Termination

Pursuant to the December Order, as affirmed by the March Order, Sprint-Florida, Inc. ("Sprint") may charge MFS Communications Company, Inc. ("MFS") a transport element for MFS traffic terminated by Sprint via a Sprint Tandem switch, to account for the transport between the Sprint Tandem and End Office. Given that the Commission did not determine a transport rate in either the December Order or the March Order, the Parties agree for this sole element to employ on an interim basis the transport element rate of \$0.000255/mou determined by the Commission in its Order No. PSC-97-0294-FOF-TP, dated March 14, 1997, in the MCI Arbitration case. The transport element rate of \$0.000255 shall remain in effect until the Commission adopts a permanent rate as contemplated by the Agreement and the December Order.

Section II: Unbundled Loop Prices (Interim)

Pursuant to the December Order, as affirmed by the March Order, the interim loop rates identified in the Agreement shall apply on a non-geographically deaveraged basis. For purposes of convenience only, the interim rates by loop type are listed below:

Analog 2W	\$13.68
BRI-ISDN	\$13.68
ADSL 2W	\$13.68
HDSL 2W	\$13.68
Analog 4W	\$23.94
HDSL 4W	\$23.94

Section III: Cross Connect Rates

The following cross connect rates adopted by the Commission in the December Order shall apply:

DS-0	\$ 0.68
DS-1	\$ 3.18
DS-3	\$16.75

Section IV: Information Services Traffic

For the purposes of rating of end user calls to Information Service Providers ("ISP"), the Parties agree that each will provide the other, upon request, rating information for ISP calls. The requesting party will then bill its end user for the ISP call. Neither party may deduct or retain for itself any portion of the amounts due an ISP unless that party has a written, properly executed contractual agreement with said ISP specifying the appropriate charge to be deducted or retained. To the extent that the providing party incurs any additional costs as a result of providing such ISP call rating information to the requesting party,

nothing in this paragraph shall preclude the providing party from recovering those costs through incremental charges to the requesting party.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Addendum to be executed as of this 20th day of April, 1997.

MFS COMMUNICATIONS COMPANY, INC.

SPRINT-FLORIDA, INC.

By: Alex J. Harris
Printed: Alex J. Harris
Title: Vice President

By: Jerry Johns
Printed: Jerry Johns
Title: VP - Legal External Relations

PARTIAL INTERCONNECTION AGREEMENT FOR LATA 458

Dated as of September 19, 1996

by and between

UNITED TELEPHONE COMPANY OF FLORIDA

and

MFS COMMUNICATIONS COMPANY, INC.

PARTIAL INTERCONNECTION AGREEMENT FOR LATA 458

This Partial Interconnection Agreement ("Agreement"), is effective as of the 19th day of September, 1996 (the "Effective Date"), by and between United Telephone Company of Florida ("Sprint") a Florida corporation, with offices at 555 Lake Border Drive, Apopka, Florida 32703, and MFS Communications Company, Inc., ("MFS") a Delaware corporation, with offices located at Six Concourse Parkway, Suite 2100, Atlanta, Georgia 30328, on behalf of itself and its operating subsidiaries in Florida, including, Metropolitan Fiber Systems of Florida, Inc.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services and Exchange Access Services (as defined below) to their respective Customers in LATA 458,

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein, in LATA 458,

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

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 *et seq.*) as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

1.3 "Affiliate" is As Defined in the Act.

1.4 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.5 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.6 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.7 "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.8 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the originating telephone number.

1.9 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Loops for the purpose of interconnection to each other and to interoffice trunks; and

(b) "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.10 "CCS" means one hundred (100) call seconds.

1.11 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.12 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to an occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises. Equipment eligible for collocation shall be as determined by the FCC or the Commission pursuant to the Telecommunications Act of 1996.

- 1.13 "Commission" or "PSC" means the Florida Public Service Commission.
- 1.14 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.
- 1.15 "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.
- 1.16 "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.
- 1.17 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to have their toll calls (inter or intraLata) routed to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.
- 1.18 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.
- 1.19 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 1.20 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- 1.21 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- 1.22 "Exchange Access Service" is As-Defined in the Act.

1.23 "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.24 "FCC" means the Federal Communications Commission.

1.25 "Fiber-meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.26 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octet ("3B1O").

1.27 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

1.28 "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.

1.29 "Interconnection" is As Described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.30 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.31 "Interim Number Portability" or "INP" is As Described in the Act.

1.32 "InterLATA" is As Defined in the Act.

1.33 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D).

1.34 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.35 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.36 "Local Traffic" (including Extended Area Service (EAS)), means those calls as defined by Sprint's local calling areas, as described in maps, tariffs or rate schedules filed with and approved by the Commission as of the date of this Agreement; provided that, during the term of this Agreement, in no event shall a Local Traffic call be less than the local calling areas as defined on the Effective Date.

1.37 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.38 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

1.39 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.40 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.41 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

1.42 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.

1.43 "Meet-point Billing" or "MPB" refers to the billing arrangement for the interconnection of facilities between two or more LECs for the routing of traffic to and from another interexchange carrier.

1.44 "Multiple Bill/Single Tariff" as defined by the industry's MECAB document, means the meet-point billing method where each LEC prepares and renders its own meet point bill in accordance with its own tariff for the portion of the jointly-provided Switched Access Service which the LEC provides. Sometimes erroneously referred to as "Multiple Bill/Multiple Tariff" method.

1.45 "Network Element" is As Defined in the Act.

1.46 "Network Element Bona Fide Request" means the process described on Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.47 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.48 "Number Portability" is As Defined in the Act.

1.49 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.50 "Party" means either Sprint or MFS, and "Parties" means Sprint and MFS.

1.51 "Public Safety Answering Point" ("PSAP") means an answering location for 911 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.52 "Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.53 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telecommunications originating on one Party's network and terminating on the other Party's network.

1.54 "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Routing Point (referred to as the "Rating Point" in such Bellcore Practice) may be an End Office Switch location, or a "LEC Consortium Point of Interconnection." Pursuant to such Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

1.55 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. An STP transmits, receives and processes CCIS messages.

1.56 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

1.57 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

1.58 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successor or similar Switched Exchange Access Services.

1.59 "Synchronous Optical Network" or "SONET" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets). The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

1.60 "Technically Feasible Point" is As Described in the Act.

1.61 "Telecommunications" is As Defined in the Act.

1.62 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.63 "Telecommunications Carrier" is As Defined in the Act.

1.64 "Telecommunications Service" is As Defined in the Act.

1.65 "Telephone Exchange Service" is As Defined in the Act.

1.66 "Telephone Toll Service" is As Defined in the Act.

1.67 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION.

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Schedule 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Sprint or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 IMPLEMENTATION SCHEDULE

Except as otherwise specifically provided below, the Interconnections specified in this Agreement shall be fully implemented and activated on January 31, 1997.

4.0 NETWORK INTERCONNECTION ARCHITECTURE

4.1 Scope

4.1.1 Section 4.0 prescribes the physical architecture for Interconnection of the Parties' facilities and equipment in LATA 458. Sections 5.0, 6.0 and 7.0, prescribe the specific logical trunk groups to be configured over the physical connections described in this Section 4.0, as well as traffic type, transmission and routing parameters governing such trunk groups.

4.1.2 For Interconnection between the Parties in LATA 458, pursuant to this Agreement, MFS' Wire Center located at 1060 Maitland Center Commons, Maitland, Florida, shall be designated as the MFS Interconnection Wire Center ("MIWC"), and Sprint's Wire Center located at 500 New York Avenue, Winter Park, Florida, shall be designated as the Sprint Interconnection Wire Center ("SIWC"). MFS and Sprint shall interconnect their respective networks for inter-operability within LATA 458 at the MIWC and SIWC as described below.

4.2 Physical Architecture

MFS and Sprint shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit D and engineered, installed, and maintained as described in this Section 4.0 and in the Joint Operations Plan (as defined in Section 5.2).

4.2.1 The Parties shall jointly determine and mutually agree upon the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system.

4.2.2 Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the SIWC in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0, 6.0, and 7.0.

4.2.3 MFS shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the MIWC in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0, 6.0, and 7.0.

4.2.4 Sprint shall designate a manhole or other suitable entry-way immediately outside the SIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable MFS to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the SIWC. MFS shall deliver and maintain such strands wholly at its own expense.

4.2.5 MFS shall designate a manhole or other suitable entry-way immediately outside the MIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Sprint to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the MIWC. Sprint shall deliver and maintain such strands wholly at its own expense.

4.2.6 MFS shall pull the fiber optic strands from the MFS-designated manhole/entry-way into the MIWC and through appropriate internal conduits MFS utilizes for

fiber optic facilities and shall connect the Sprint strands to the OLTM equipment MFS has installed in the MIWC.

4.2.7 Sprint shall pull the fiber optic strands from the Sprint-designated manhole/entry-way into the SIWC and through appropriate internal conduits Sprint utilizes for fiber optic facilities and shall connect the MFS strands to the OLTM equipment Sprint has installed in the SIWC.

4.2.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through a point separate from that which the Party's own fiber exited.

4.2.9 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of the SONET transmission system as illustrated on Exhibit D.

4.3 Interim Alternative Physical Architecture

4.3.1 Either Party may unilaterally elect, by providing notice to the other Party no later than November 15, 1996, to interconnect on January 31, 1997, via an electrical DS3 (or multiples hereof) interface instead of the SONET transmission system for an interim period (the "Interim Period") not to exceed one-hundred and eighty (180) days.

4.3.2 The Party which did not elect such alternative architecture shall have the option of specifying that such alternative architecture shall occur over a Collocation at either the MIWC or the SIWC in accordance with Section 10.0, or any other arrangement to which the Parties may agree.

4.3.3 During the Interim Period, the Parties shall configure the specific logical trunk groups prescribed in Section 5.0, 6.0 and 7.0, over the alternative physical architecture, pursuant to the terms of those sections.

4.3.4 During the Interim Period, neither Party shall charge the other Party for Collocation Cross Connection for trunk groups delivered via Collocation.

4.3.5 Unless otherwise mutually agreed, the Parties shall transition to a SONET transmission system pursuant to Section 4.2 no later than the last day of the Interim Period.

4.4 Technical Specifications

4.4.1 MFS and Sprint shall work cooperatively to install and maintain a reliable network. MFS and Sprint shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other

security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.2 MFS and Sprint shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

5.0 TRANSMISSION AND ROUTING OF TRAFFIC BETWEEN THE PARTIES' TELEPHONE EXCHANGE SERVICE CUSTOMERS

This section prescribes parameters for specific trunk groups ("Traffic Exchange Trunk Groups") to be effected over the Interconnection specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service customers in LATA 458.

5.1 Trunk Group Architecture and Traffic Routing

The Parties shall establish Traffic Exchange Trunk Groups as follows:

5.1.1 The Parties agree to initially use 1-way trunk groups for an initial period not to extend beyond the 150th day after the first day on which live Customer traffic is exchanged between the Parties' networks; provided that the Parties shall transition all 1-way trunks established under this paragraph to 2-way trunks on or before the 150th day.

5.1.2 The Parties shall initially configure a single trunk group as a direct transmission path between Sprint's Tandem Switch in LATA 458 and the initial Central Office Switch employed by MFS to provide Telephone Exchange Service or Exchange Access in LATA 458.

5.1.3 Subsequently, if the two-way LATA 458 traffic volumes between any two Central Office Switches at any time exceeds the CCS busy hour equivalent of one DS1, the Parties shall within sixty (60) days after such occurrence add trunks or establish new direct Traffic Exchange Trunk Groups between those two switches, consistent with the grades of service and quality parameters set forth in the Joint Operations Plan pursuant to Section 5.2.2; provided, however, nothing in this Section 5.1.2 shall require a Party to establish new direct trunk groups on or before the date which is one-hundred and fifty (150) days after the applicable Interconnection Activation Date; provided, however, that if such traffic volume is exceeded within such one-hundred and fifty (150) day period, such Party shall establish new direct trunk groups on the date which is the later of (i) sixty (60) days after such occurrence or (ii) one-hundred and fifty-one (151) days after the Interconnection Activation Date.

5.1.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its Traffic Exchange Trunk Groups are configured utilizing the B8ZS

Extended Super Frame ("ESF") protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.2 Installation, Maintenance, Joint Testing, Repair and Grades of Service

5.2.1 MFS and Sprint shall work cooperatively to install and maintain a reliable network. MFS and Sprint shall exchange appropriate information (e.g., maintenance contract numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability. MFS and Sprint shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

5.2.2 Within 120 days of the effective date of this Agreement, the Parties shall jointly develop a Joint Operations Plan according to which they shall engineer and jointly monitor and maintain all Traffic Exchange Trunk Groups and MFS/Sprint inter-company processes. Such plan shall define and detail inter alia:

- a) standards to ensure the Traffic Exchange Trunk Groups experience grades of service, availability and quality which is comparable to that achieved on interoffice trunk groups within Sprint's LATA 458 Telephone Exchange Service network and in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards;
- b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Traffic Exchange Trunk Groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects;
- c) disaster recovery provision escalations;
- d) calculation of compensation for INP'ed calls pursuant to Section 11.5;
- e) ordering, provisioning and implementation processes, standards and points of contact;
- f) locations of, and Loops provisioned from, Sprint's Remote Switching Systems or Integrated Digital Loop Carrier; and
- g) such other matters as the Parties may agree.

5.3 Signaling

5.3.1 Where available, the Parties shall employ CCIS signaling to set up calls between the Parties' Telephone Exchange Service networks. If CCIS signaling is unavailable, Multi-Frequency ("MF") signaling shall be used by the Parties.

5.3.2 The Parties shall cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCIS-based features between their respective networks, including CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, calling party number ("CPN"), originating line information ("OLI"), calling party category and charge number.

5.4 Measurement, Billing and Compensation

5.4.1 Where SS7 is deployed, each Party shall pass Calling Party Number (CPN) information on each call carried over the Traffic Exchange Trunk Groups. All calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information. Where one Party is passing CPN but the other Party is not properly recording or receiving the information, the Parties shall work cooperatively to correctly rate the traffic.

5.4.2 Reciprocal Compensation applies solely for termination of Local Traffic, including Extended Area Service (EAS) traffic, billable by Sprint or MFS which a Telephone Exchange Service Customer originates on Sprint's or MFS' network for termination on the other Party's network. The Parties shall compensate each other for termination of Local Traffic at the rate provided in Schedule 1.0, until such time as Sprint files and the Commission approves a TELRIC study for Local Traffic compensation. The issue of compensation for transport for local call termination (between an End Office and a Tandem Switch) has not been agreed to by Sprint and MFS, therefore, this issue will be subject to further negotiations, FCC or Commission Proceedings, and/or Orders and/or Arbitration.

5.4.3 Each Party shall compensate the other Party for transport and termination of IntraLATA Toll Traffic over the Traffic Exchange Trunk Groups pursuant to the other Party's Feature Group D tariffs in effect at the time of such termination.

5.4.4 Compensation for transport and termination of traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 11.0 shall be as specified in Section 11.5.

5.4.5 Measurement of billing minutes for Local Traffic and transited traffic provided for in Sections 5.1 and 7.5 shall be in actual conversation seconds.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC

6.1 Scope

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between MFS Telephone Exchange Service Customers and Interexchange Carriers in LATA 458.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to MFS' Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MFS' Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Sprint Access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting each End Office Switch MFS utilizes to provide Telephone Exchange Service and Switched Exchange Access in LATA 458 to the Sprint's Winter Park Access Tandem Switch.

6.3 Meet-Point Billing Arrangements

6.3.1 MFS and Sprint will establish meet-point billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services customers via a Sprint access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein, and in Exhibits B and C. The arrangements described in this Section 6.0 and in Exhibits B and C are intended to be used to provide Switched Access Service that originates and/or terminates on an MFS-provided Exchange Service where the transport component of the Switched Access Service is routed through an Sprint-provided tandem switch.

6.3.2 The SIWC shall be designated as the Meet-point Billing rating point.

6.3.3 Common channel signaling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is resident in the Sprint access tandem switch.

6.3.4 MFS and Sprint will use reasonable efforts, individually and collectively, to maintain provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4.

or any successor tariff, sufficient to reflect the MPB arrangements between the parties, including Exhibit C.

6.3.5 Each party shall implement the "Multiple Bill/Single Tariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement, each party shall only bill the rate elements identified for it in Exhibit C. For transport elements subject to billing percentages, each Party shall utilize the billing percentages as filed in NECA Tariff No. 4, or any successor tariff. The MPB percentages for each route shall be calculated according to one of the three methods identified in the MECAB document, and the parties agree to work cooperatively to establish percentages as necessary. The actual rate values for each element shall be the rates contained in that Party's own effective Federal and State access tariffs. The Parties shall utilize a monthly billing period for meet-point billing.

6.3.6 Sprint shall provide to MFS the billing name, billing address, and CIC of the IXCs in order to comply with the MPB Notification process as outlined in the MECAB document and pursuant to OBF guidelines.

6.3.7 Access usage data will be exchanged between the parties in a manner acceptable to both parties. If access usage data is not processed and delivered by either Party as agreed and in turn such other Party is unable to bill the IXC, the delivering Party will be held liable for the amount of lost billing.

6.3.8 The parties agree that further discussion is required regarding a "Single Bill" option for the delivery of a single consolidated billing statement each month.

6.3.9 In the event errors are discovered by MFS, the IXC or Sprint, both Sprint and MFS agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data. Errors that are discovered by the IXC or billing disputes that originate from the IXC will be handled by the parties in accordance with the MECAB document.

6.3.10 Either Party may request a review or audit of the various components of access recording. Such review or audit shall be conducted subject to confidentiality protection.

6.3.11 The Parties shall not charge one another for the services rendered or information provided pursuant to this Section 6.0 of this Agreement.

6.3.12 MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the

responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 E911 Traffic

7.1.1 MFS and Sprint shall configure the appropriate number of 911/E911 trunks to support connection to the 911/E911 selective router that serves MFS Telephone Exchange Services customers within Sprint's service territory within LATA 458, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points (PSAP). The trunks shall be configured over the architecture defined in Section 4.0.

7.1.2 Sprint will provide MFS with a mutually agreeable electronic interface through which MFS shall input and daily update 911/E911 database information related to MFS Exchange Service customers. If Sprint is the 911/E911 database provider, Sprint will provide MFS with the Master Street Address Guide so that MFS can ensure the accuracy of the data transfer. If Sprint is not the 911/E911 database provider, Sprint will work cooperatively with MFS to obtain such database. Additionally, Sprint shall provide to MFS the ten-digit Subscriber number of each PSAP which sub-tends Sprint's selective router to which MFS is interconnected.

7.1.3 Sprint will use its best efforts to facilitate the prompt, reliable and efficient interconnection of MFS systems to the 911/E911 platforms.

7.1.4 Sprint and MFS will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding 911/E911 arrangements.

7.1.5 MFS will compensate Sprint for 911/E911 interconnection as prescribed in the Pricing Schedule.

7.2 BLV/BLVI Traffic

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the

Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries to the other Party via the Traffic Exchange Trunk Group utilizing a dialing plan mutually agreed upon by the Parties. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth on Schedule 1.0.

7.3 Information Services Traffic

MFS and Sprint do not agree on the rates, terms, and conditions for the exchange and billing of Information Services traffic, therefore this issue will be subject to further negotiations, FCC and/or Commission Proceedings and/or Orders and/or Arbitration.

7.4 IntraLATA 800/888 Services

The intraLATA 800/888 services of each Party shall be billed pursuant to each Party's applicable Feature Group D tariff.

7.5 Transit Traffic Function

7.5.1 Sprint agrees that it shall provide a Transit Function to MFS on the terms and conditions set forth in this Section 7.5 and at a rate set forth in the Pricing Schedule.

7.5.2 "Transit Function" means the delivery of certain traffic between MFS and a third party LEC by Sprint over the Telephone Exchange Service Trunks. The following traffic types will be delivered: (i) Local Traffic originated from MFS to such third party LEC, (ii) Local Traffic originated from such third party LEC and terminated to MFS, and (iii) Local/intraLATA Traffic originated and terminated from wireless carriers.

7.5.3 While the Parties agree that it is the responsibility of each third party LEC to enter into arrangements to deliver Local Traffic to MFS, they acknowledge that such arrangements are not currently in place. Sprint will, unless notified to the contrary, pass 3rd party LEC traffic to/from MFS. Nothing in this provision shall prohibit either Party from establishing other financial arrangements for this transit traffic with the other LECs from/to whose network such traffic ultimately originates or terminates.

7.5.4 Sprint expects that all networks involved in transit traffic will deliver each call to each involved network with CCS and the appropriate messages to facilitate full

interoperability and billing functions. In all cases, MFS is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Sprint and the terminating LEC to facilitate the billing process to the originating network.

7.5.5 For purposes of this Section 7.5, Sprint agrees that it shall make available to MFS, at MFS' sole option, any transiting arrangement Sprint offers to another LEC at the same rates, terms, and conditions provided to such other LEC. This does not apply until after ILEC to ILEC agreements have been renegotiated or July 1, 1997, whichever comes first.

7.5.6 Where MFS routes Local Traffic, BLV/BLVI Traffic, or Information Services Traffic to other LECs or Wireless Carriers via the Traffic Exchange Trunk Groups, MFS shall pay Sprint only a single per minute of use transit charge as identified in Schedule 1.0. Where Sprint routes Local Traffic, BLV/BLVI Traffic or Information Services Traffic originated from another LEC or Wireless Carrier to MFS via the Traffic Exchange Trunk Groups, neither Party shall apply a transiting charge to the other.

7.6 Directory Assistance Trunks

If MFS purchases Directory Assistance (DA) service from Sprint pursuant to Section 17.0 of this Agreement, the trunking to the Sprint DA tandem within the LATA will be routed over the architecture defined in Section 4.0.

8.0 UNBUNDLED ACCESS

8.1 Local Loop Transmission Types

Where technically feasible and subject to the provisions of this section, Sprint shall allow MFS to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 8.1:

8.1.1 "2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

8.1.2 "4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

8.1.3 "2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards.

8.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Sprint Central Office frame.

8.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28.

8.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28.

8.1.7 Loops will be offered hereunder on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein. MFS and Sprint agree that until such time as Sprint files and the Commission approves a TELRIC study pursuant to the FCC's First Report and Order in CC Docket No. 96-98, the Commission should establish interim loop rates based on the proxy loop prices specified in the FCC Order. However, the Parties disagree as to whether the Commission should establish geographically deaveraged rates based on the FCC proxy. It is MFS' position that the FCC Order requires the establishment of deaveraged rates based on the proxy, while it is Sprint's position that the FCC Order provides for the adoption of the proxy as the interim rate statewide. Therefore, this issue of geographic deaveraging of interim loop rates will be subject to further negotiations, FCC and/or Commission Proceedings and/or Orders and/or Arbitration. The Parties further agree that the interim rate (whether set equal to the FCC proxy or based on a deaveraging of the FCC proxy) should apply for all Analog 2W, BRI-ISDN, ADSL 2W and HDSL 2W loops, and that the interim rate for Analog 4W and HDSL 4W should be set at 1.75 times the interim rate for Analog 2W and HDSL 2W loops (whether set equal to the FCC proxy or based on a deaveraging of the FCC Proxy).

8.2 Limitations on Unbundled Access

8.2.1 MFS shall access Sprint's unbundled Loops via Collocation in accordance with Section 10.0 at the Sprint Wire Center where those Loops exist. Each Loop shall be delivered to MFS' Collocation by means of a Cross Connection.

8.2.2 Sprint shall provide MFS access to its unbundled Loops at each of Sprint's Wire Centers. In addition, if MFS requests one or more Loops serviced by Integrated Digital Loop Carrier 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 MFS. If, however, no spare physical Loop is available, Sprint shall within forty-eight (48) hours of MFS' request notify MFS of the lack of available facilities. MFS 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).

8.2.3 If MFS orders a Loop type and the transmission characteristics of such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, MFS shall compensate Sprint for loop conditioning required to meet the technical parameters based on the costs of providing such conditioning, as calculated using a Commission or FCC-approved cost methodology for unbundled network elements.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	TIEI Technical Report Number 28
HDSL 4W	TIEI Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

8.2.4 Sprint need not monitor the unbundled loop for maintenance purposes, and accordingly, the compensation for the unbundled loop will not include any monitoring costs. MFS may be required to provision a loop testing device either in its Central Office, Network Control Center or in its collocation arrangement to test the unbundled loop. Sprint will perform repair and maintenance once trouble is identified by MFS.

8.3 Availability of Other Network Elements on an Unbundled Basis

8.3.1 Sprint shall, upon request of MFS, and to the extent technically feasible, provide to MFS access to its Network Elements for the provision of MFS' Telecommunications Service. Any request by MFS for access to an Sprint Network Element that is not already available shall be treated as a Network Element Bona Fide Request. MFS shall provide Sprint access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

8.3.2 MFS may utilize a Network Element obtained from Sprint under this Section 8.3 in combination with MFS' 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.

8.3.3 Sprint shall not be required to provide a proprietary Network Element to MFS under this Section 8.3, except as required by the Commission or FCC, or except as Sprint may make such proprietary Network Element available to other Telecommunications Carriers.

8.4 Provisioning of Unbundled Loops

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

8.4.1 MFS 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 MFS the firm order commitment ("FOC") date according to the applicable target objectives set forth in Section 27.0 by which the Loop(s) covered by such Service Order will be installed.

8.4.2 Sprint agrees to coordinate with MFS at least forty-eight 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").

8.4.3 Sprint shall test for MFS dial-tone ("Dial Tone Test") on MFS' 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 MFS' Virtual Collocated digital Loop carrier at no charge for 30 days after the first unbundled loop has been ordered and installed. Thereafter, MFS 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 MFS Physically Collocated digital Loop carrier.

8.4.4 Not less than one 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:

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

8.4.5 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 MFS Collocation interface point will be sixty (60) minutes or less. Sprint will work cooperatively with MFS 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 MFS 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.

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

9.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide written notice of such change to the other Party in accordance with the minimum time intervals contained in the Industry Carriers Compatibility Forum's Recommended Notification Procedures to Industry for Changes in Network Architecture.

10.0 COLLOCATION

10.1 Sprint shall provide to MFS Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4.3) or for access to unbundled Network Elements (pursuant to Section 8.0), except that Sprint may provide for Virtual Collocation if Sprint demonstrates to MFS that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. (Where the Parties are in dispute as to the adequacy of space for physical collocation, either or both may seek Commission or FCC resolution of such dispute). Sprint shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to applicable federal and state tariffs.

10.2 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, MFS agrees to provide to Sprint upon Sprint's Network Element Bona Fide Request by Sprint, Collocation (at MFS' option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 4.3) on a non-discriminatory basis and at comparable rates, terms and conditions as MFS may provide to other third parties, or Sprint provides to MFS, whichever is lower. MFS shall provide such Collocation subject to applicable tariffs or contracts.

10.3 Where MFS is Virtually Collocated on the Effective Date in a premises that was initially prepared for Physical Collocation, MFS may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) revert to Physical Collocation, in which case MFS shall coordinate with Sprint for rearrangement of its equipment (transmission and IDLC) and circuits, for which Sprint shall impose no conversion charge, or (iii) retain its Virtual Collocation in that premises and

implement a physical collocation at the same premises simultaneously. All applicable Physical Collocation recurring charges shall apply.

10.4 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

10.5 Sprint will file with the FCC, on or about October 1, 1996, its rates for collocation services which will be calculated using the Total Element Long Run Incremental Cost (TELRIC) methodology as prescribed by the FCC's First Report and Order in CC Docket No. 96-98, released August 6, 1996. Shortly thereafter, Sprint will file with the Commission its rates for the state of Florida consistent with what it files at the FCC.

10.6 Where MFS collocates at the premises of the Sprint Wire Center or other premises, Sprint shall allow MFS to directly interconnect to any other entity which maintains a collocation facility at that same premises. Sprint shall enable such interconnection by effecting a cross-connection between these collocation facilities, as jointly directed by MFS and the other collocated entity. For each such cross-connection, Sprint will charge the applicable tariff connection charge as contained in its tariff.

10.7 Sprint will permit MFS to physically collocate and, on an interim basis, virtually collocate eligible digital loop carriers (DLC) as determined by the Commission or FCC pursuant to the Telecommunications Act of 1996. This provision is immediately enforceable for virtual collocation upon execution of the Agreement, notwithstanding the lack of an agreement on final rates, terms, and conditions for physical collocation which is subject to the outcome of further negotiations, tariff filings, Commission and/or FCC proceedings or arbitration.

10.8 Sprint will not limit or restrict the use of existing or future virtual collocation arrangements in such a way as to impair MFS' ability to efficiently utilize its virtually collocated equipment or its ability to provide authorized services to its customers.

11.0 NUMBER PORTABILITY

11.1 Scope

11.1.1 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.

11.1.2 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, direct inward dialing and NXX migration.

11.1.3 Once Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, 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.

11.2 Procedures for Providing INP Through Remote Call Forwarding

MFS and Sprint will provide INP through Remote Call Forwarding as follows:

11.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("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 authorization by an end user, Party B will issue an associated service order, to Party A, assigning the number to Party B. Party A will comply with the service order. Party A will route the forwarded traffic to Party B over the appropriate Traffic Exchange Trunk Groups. Party B will have on file a signed letter of agency from the customer. The period of time between disconnection of the customer's service with Party A and reconnection of the customer's service with Party B shall be an industry-accepted time-frame.

11.2.2 Party B will become the responsible billing entity for the original Party A telephone number(s) subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible for the INP service with the statement(s) being consistent with industry-accepted guidelines. The billing of all collect, calling card, and third-number billed calls associated with those numbers will be processed by one of the following, mutually agreeable, methods: (i) through the consolidated master billing statement(s) by sub-account detail by retained number and delivered via electronic data transfer or monthly magnetic tape, or (ii) through a modification of the collect, calling card and third-number billing detail records as appropriate and sent through current CMDS processes.

11.2.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, and cancel calling cards associated with those forwarded numbers as directed by Party B. In addition, Party A will update the retained numbers in the LIDB with the screening options provided by Party B on a per order basis.

11.2.4 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 that Customer's instructions regarding its telephone number(s). Party

A will reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the Customer's instructions at that time. If Party A is notified of the Customer's intent to terminate service with Party B and reinstate service with Party A, Party A shall notify Party B of the Customer's termination of service with Party B. Based on instructions (i.e., service order) from Party B or the Customer, Party A will reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the Customer's instructions at that time.

11.3 Procedures for Providing INP Through Direct Inward Dial

In the event either Party requests provision of INP through direct inward dial, the Parties shall in good faith negotiate terms and procedures for provision of INP through that means. The foregoing notwithstanding, the non-requesting Party shall minimally offer INP through direct inward dial to the requesting Party according to the terms and procedures the non-requesting Party may offer such INP to other LECs.

11.4 Procedures for Providing INP Through NXX Migration

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. No recurring or non-recurring charges shall apply for NXX migration, assuming the Party receiving the migrated NXX performs its own LERG updates.

11.5 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

11.5.1 The Parties agree that under INP terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 11.5 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided. The process outlined in this Section 11.5 should not apply in the case of NXX migration pursuant to Section 11.4, since in such cases the Customer's chosen provider will directly receive all terminating compensation.

11.5.2 The Parties shall jointly develop a process which will allow the Party whose Customer ultimately receives a call routed via INP, to receive the terminating compensation for such call based on the initial origination point and ultimate termination point of the INP'ed call. Such Party shall receive the full reciprocal compensation rate, as listed in the Pricing Schedule, for Local Traffic completed subject to INP, and shall receive the full terminating Switched Access charges (e.g., carrier common line, local switching, residual interconnection and local transport rate elements) as listed in its applicable state and federal access tariffs for Toll calls completed subject to INP. (See Exhibit C for intrastate and interstate toll call compensation).

11.6 Competitively Neutral Recovery of INP Costs Pursuant to the FCC's First Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 95-116

Pursuant to the FCC's First Report and Order and Further Notice of Proposed Rulemaking, adopted June 27, 1996, in CC Docket No. 95-116 ("Order"), the Parties stipulate and agree, for purposes of this Agreement, that cost-recovery for number portability will be subject to the implementation of the FCC's order at the Commission in Florida PSC Docket No. 950737 - TP.

12.0 DIALING PARITY

The Parties shall provide Local Dialing Parity to each other as required under Section 251(h)(3) of the Act.

13.0 ACCESS TO RIGHTS-OF-WAY

Pursuant to Section 251 (b)(4) of the Act, each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements.

14.0 DATABASE ACCESS.

In accordance with Section 251(c)(3) of the Act, Sprint shall provide MFS with interfaces to access Sprint's databases and associated signaling necessary for the routing and completion of MFS' traffic. Access to such databases, and the appropriate interfaces, shall be made available to MFS via a Network Element Bona Fide Request.

15.0 REFERRAL ANNOUNCEMENT.

When a Customer changes its service provider from Sprint to MFS, or from MFS to Sprint, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than ninety (90) days after the date the Customer changes his or her telephone number.

16.0 DIRECTORY LISTINGS AND DIRECTORY DISTRIBUTION

16.1 At MFS' option, Sprint's directory publishing affiliate will enter into a separate agreement with MFS which will contain, but not be limited to, the terms as outlined below:

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

16.3 In area (i.e., within Sprint's LATA 458 Telephone Exchange serving territory) directory delivery, database maintenance and basic White and Yellow Page listings will be provided at no charge. These terms will be detailed in the subsequent agreement between MFS and Sprint's directory publishing affiliate. Out-of-area directory delivery and enhanced listings (i.e., holding, indentation, foreign exchange listings, second listings, etc.) will be per Sprint's currently tariffed or non-discriminatory contract rates applied to Sprint's own end users.

16.4 Sprint will not provide/sell MFS' listings to any third parties without MFS' prior written approval. Upon consent, Sprint and MFS will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include MFS customer listings and any compensation due Sprint for administrative functions associated with furnishing listings to third parties.

16.5 At MFS' request, MFS' logo and critical contact information shall appear on a common LEC Information Page appearing in the "Informational Page" section of Sprint's telephone directory. MFS' critical contact information includes end user contact information, repair services and other pertinent telephone numbers relative to MFS. (MFS shall be responsible for all expenses for logo prep work, if any.) An adequate amount of space shall be

allotted for MFS' logo and critical contact information. MFS' information shall conform to all applicable regulatory requirements. MFS will not incur any additional charges for inclusion of this information on the common LEC Information Page. Additional Information Pages will be made available at a negotiated non-discriminatory price.

17.0 DIRECTORY ASSISTANCE (DA)

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

17.2 At MFS' request, Sprint will (where available) provide to MFS operators, or to an MFS-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 as identified in Schedule 1.0.

17.3 At MFS' request, Sprint will provide to MFS 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 MFS for such unbranded directory assistance capability under the most favored non-discriminatory tariff or contract rates and terms as identified in Schedule 1.0.

17.4 At MFS' request, Sprint will (where available) provide to MFS directory assistance service under MFS' brand which is comparable in every way to the directory assistance service Sprint makes available to its own end users. Sprint will charge MFS for such branded directory assistance capability under the most favored non-discriminatory tariff or contract rates and terms as identified in Schedule 1.0.

17.5 At MFS' request, Sprint will (where available) license to MFS or an MFS-designated operator bureau Sprint's directory assistance database for use in providing competitive directory assistance services. Sprint will provide this capability under the most favored non-discriminatory tariff or contract rates and terms as identified in Schedule 1.0.

17.6 At MFS' request, Sprint will (where available) in conjunction with 17.3 or 17.4, above, provide caller-optional directory assistance call completion service, where technically feasible, which is comparable in every way to the directory assistance call completion service Sprint makes available to its own end users. Sprint will charge MFS for this capability under the most favored non-discriminatory tariff or contract rates and terms as identified in Schedule 1.0 per use of caller-optional directory assistance call completion. Sprint will provide MFS, in an electronic format, when technically feasible, in an accurate and timely manner, the detailed billing records associated with the call that will enable MFS to rebill the end user for this function.

18.0 RESALE OF SPRINT LOCAL EXCHANGE SERVICES

18.1 Availability of Services

Sprint shall make available to MFS its telecommunications services for resale by MFS, as ordered by the FCC in Docket No. 96-98. Services shall include, but are not limited to flat rate business service, basic rate ISDN, primary rate ISDN, analog and digital PBX-trunk type services, Direct In-ward dialing services, Centrex services, and enhanced features and capabilities such as voice mail, call forwarding, call waiting, and CLASS and LASS capabilities. Unless otherwise mutually agreed, the services available for resale will be subject to further negotiations, FCC and/or Commission Proceedings and/or Orders and/or Arbitrations.

18.2 Resale Agreement Amendment

MFS and Sprint agree to execute an amendment to this Agreement. Unless otherwise mutually agreed, the terms, conditions, rates, and clauses contained within this Agreement will also apply to the Resale Agreement.

18.3 Availability of Wholesale Prices

All of the Sprint-provided services available for resale shall be priced at Sprint retail price levels, less avoided costs. Unless otherwise mutually agreed, the prices charged to MFS for resale will be based upon the FCC proxy discount levels ordered by the FCC in CC- Docket No. 96-98, further negotiations, FCC and/or Commission Proceedings and/or Orders and/or Arbitrations.

GENERAL PROVISIONS

19.0 GENERAL RESPONSIBILITIES OF THE PARTIES.

19.1 Sprint and MFS shall use its best efforts to comply with the Implementation Schedule.

19.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. MFS, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any subtending Sprint End Office Switches.

19.3 Six months from the effective date of this Agreement, and each rolling six months thereafter, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 28.6.1, the Parties agree that each forecast provided under this Section 19.3 shall be deemed "Proprietary Information" under Section 28.6.

19.4 Any Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or the Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request in addition to non-binding forecasts required by Section 19.3 that the other enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 28.6.1, the Parties agree that each forecast provided under this Section 19.4 shall be deemed "Proprietary Information" under Section 28.6.

19.5 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Sprint's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.2 and 19.3 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.6 Neither Party shall use any service related to or using any of the Services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

19.7 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.8 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.9 Each Party is responsible for administering NXX codes assigned to it, and for ensuring such codes are listed in the Local Exchange Routing Guide ("LERG") and associated industry databases. This includes NXX codes assigned to a Party pursuant to Section 11.4 of this Agreement.

19.10 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches

19.11 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.12 Each Party shall program and update its own Central Office Switches and End Office switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities. Each Party shall provide written notice to the other Party, pursuant to Section 29.12, when the switch update activity has been completed.

19.13 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

19.14 Rate Centers will be identical for each Party until such time as MFS is permitted by an appropriate regulatory body to create its own Rate Centers within an area.

19.15 Industry standardized (those adopted by the Ordering and Billing Forum) electronic interfaces for the exchange of ordering information must be adopted and made available using any industry standard order formats and methods that are developed (e.g. EDI). Electronic interfaces should be established to provide access to the Sprint order processing database.

20.0 TERM AND TERMINATION.

20.1 The initial term of this Agreement shall be two (2) years (the "Term") which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 20.3.

20.2 Either Party may terminate this Agreement in the event that the other Party (i) fails to pay any amount when due hereunder (excluding Disputed Amounts pursuant to Section 23.11) and fails to cure such nonpayment within sixty (60) days after receipt of written notice thereof; or (ii) fails to perform any other material obligation required to be performed by it pursuant to this Agreement and fails to cure such material nonperformance within forty-five (45) days after written notice thereof.

20.3 If pursuant to Section 20.1 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement (90) days after delivering written notice to the other Party of its intention to terminate this Agreement. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 20.3 other than to pay to the other Party any amounts owed under this Agreement.

20.4 Upon termination or expiration of this Agreement in accordance with this Section 20.0:

(a) each Party shall comply immediately with its obligations set forth in Section 28.6.3;

(b) each Party shall continue to perform its obligations and provide the services as described herein until such time as a successor agreement between the Parties is entered into; provided, however, that the Parties shall renegotiate the rates, fees and charges contained herein; and

(c) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

20.5 No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

21.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

22.0 CANCELLATION CHARGES.

Except as provided in Sections 8.4 and 19.4 and pursuant to a Network Element Bona Fide Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

23.0 NON-SEVERABILITY.

23.1 The services, arrangements, Interconnection, Network Elements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 29.14 of this Agreement.

23.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

24.0 INDEMNIFICATION.

24.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties.

24.2 Except as otherwise provided in Sections 24.3, 24.4 and 25.2, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such parties, in connection with its provision of services or functions under this Agreement.

24.3 In the case of any Loss alleged or made by a Customer of either Party, the Party ("Indemnifying Party") whose Customer alleged or made such Loss shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any or all of such Loss alleged by each and every Customer.

24.4 Each Party ("Indemnified Party") shall be indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; or

(2) Claims for patent, trademark, copyright infringement or other infringement of intellectual property rights, arising from the Indemnifying Party's acts combining or using the service furnished by the Indemnified Party in connection with facilities or equipment furnished by the Indemnifying Party or its Customers, agents, subcontractors or others retained by such parties.

24.5 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss identified in this Section 24.0. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand for which such Indemnifying Party is or may be responsible and of which the Indemnified Party has knowledge and to cooperate in every reasonable way to facilitate defense or settlement of claims.

The Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such actions or claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

25.0 LIMITATION OF LIABILITY.

25.1 Neither Party shall be liable for any act or omission of another telecommunications company when the lines or services of that company are used in establishing connections to and/or from points reached by a Party's lines.

25.2 Each Party agrees to limit the other Party's liability to the customers of the first Party to the greatest extent permissible by law. MFS agrees to include in its local exchange service tariff a limitation of liability for damages to its customers that covers Sprint as a provider of a portion of MFS' end user services to the same extent as MFS limits its own liability to its customers. Sprint agrees to include in its local exchange service tariff a limitation of liability for

damages to its customers that covers MFS 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.

25.3 The Parties do not agree as to the inclusion of a Consequential Damages provision. Sprint desires inclusion of the following provision:

"Except as otherwise set forth in this Agreement, neither Party shall be responsible ^{to the other} for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits, revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Indemnification, to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.

"Notwithstanding the foregoing, in no event shall one Party's liability to the other Party for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected."

MFS opposes inclusion of such a provision. Therefore, this is subject to further negotiations or arbitration. The Parties agree to third party arbitration of this issue, to be completed within sixty (60) days of the effective date of this Agreement, in a manner to be agreed between the Parties, in the event they cannot negotiate a resolution.

26.0 REGULATORY APPROVAL.

26.1 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion.

26.2 This Agreement shall at all times be subject to changes or modifications with respect to the rates, terms, or conditions contained herein as may be ordered by the Commission or the FCC in the exercise of their respective jurisdictions, whether said changes or modifications result from a rulemaking proceeding, a generic investigation or an arbitration proceeding which applies to Sprint or in which the Commission makes a generic determination. This Agreement shall be modified, however, only to the extent necessary to apply said changes where Sprint-specific data has been made available to the Parties and considered by the Commission. Any rates, terms conditions thus developed shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the Commission or the FCC, regardless of whether such action was commenced before or after the effective date of the 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 necessary amendments to the Agreement.

27.0 QUALITY OF SERVICE STANDARDS

27.1 Sprint shall provide MFS provisioning, repair and maintenance support at the same times and durations as Sprint provides for itself and/or its customers. Sprint shall accept orders from MFS during the hours of operation of the appropriate ordering center.

27.2 Sprint shall provide MFS maintenance and repair services on wholesale and/or unbundled facilities in a manner that is timely, consistent and at parity with unbundled service provided to Sprint's end users and/or other carriers.

27.3 Within 120 days of the effective date of this Agreement, Sprint and MFS will jointly develop a method to monitor, on a monthly basis, the following key measurements:

a) the number each of unbundled loop, number portability (RCF) and Traffic Exchange trunk installations in the month completed by the MFS desired due date or missed due to end user or MFS actions, divided by the number of MFS installations for unbundled loop, number portability (RCF) and Traffic Exchange trunks for the month;

b) the number of justified customer-generated trouble reports on unbundled loops, number portability (RCF) and Traffic Exchange trunks entered during the given month divided by the total number of MFS circuits, and

c) the average interval, expressed in hours to the nearest tenth, from receipt of the unbundled loop, RCF or Traffic Exchange trunk trouble report until the time that the trouble report is cleared with the end user customer.

27.4 For the key measurements listed in Section 27.3, Sprint will have the following target objectives:

- a) percentage of end user desired due date met: 98%;
- b) failure frequency: 1.5%;
- c) failure interval: 2 hours.

27.5 Sprint will provide to MFS the key statistical measurements listed in Section 27.3 on a monthly basis and will also provide to MFS on a monthly basis the same measurements (i.e., percentage completed by customer desired due date, failure frequency and mean time to repair) for its end user and other customers for similar services.

27.6 Sprint will incorporate the key measurements listed in Section 27.3 into its "Tracking Exceptional Customer Satisfaction" program or its successor.

27.7 Sprint and MFS shall negotiate a mechanism whereby Sprint will improve performance when it is in breach of the target objectives listed in Section 27.3. Sprint shall indemnify MFS for any forfeitures or civil penalties or other regulator-imposed fines caused by Sprint's failure to meet Commission imposed service standards or agreed to service standards.

28.0 MISCELLANEOUS.

28.1 Authorization.

28.1.1 Sprint's Florida local telephone corporations are corporations duly organized, validly existing and in good standing under the laws of the State of Florida and have full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 MFS is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.2 **Compliance.** Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

28.3 **Compliance with the Communications Law Enforcement Act of 1994 ("CALEA").** Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

28.4 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

28.5 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event").

28.6 Confidentiality.

28.6.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 28.6.2.

28.6.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide

the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 28.6 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

28.6.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

28.7 **Governing Law.** For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the state of Florida without reference to conflict of law provisions.

28.8 **Taxes.**

28.8.1 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing party by the providing party, then (i) the providing party shall timely bill the purchasing party for such Tax, (ii) the purchasing party shall timely remit such Tax to the providing party and (iii) the providing party shall timely remit such collected Tax to the applicable taxing authority.

28.8.2 **Taxes Imposed on Customers.** With respect to any purchase of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the customer in connection with any such purchase, then, the purchasing Party (i) shall be required to impose and/or collect such Tax from the customer and (ii) shall timely remit such Tax to the applicable taxing authority. When the purchasing Party resells the services, facilities or arrangements provided for herein, the purchasing Party shall provide the providing Party a written exemption notice in accordance with Sections 28.8.5 and 25.8.9. In the

absence of a tax exemption notice, the providing Party will bill the purchasing Party all customer taxes that apply to such services, facilities or arrangements.

28.8.3 Taxes imposed on the providing party. With respect to any purchase of services, facilities or arrangements, if any Tax is imposed by applicable law on the receipts of the providing party (Receipts Tax), which law permits the providing party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company (Telecommunications company), such exclusion being based solely on the fact that the purchasing party is also subject to a tax based upon receipts, then the purchasing party shall (i) provide the providing party with notice in writing in accordance with Section 28.8.9 below of its intent to pay the Receipts Tax, (ii) shall timely pay the receipts tax to the applicable tax authority, and (iii) shall indemnify the providing party with respect to payment thereof.

28.8.4 Liability for uncollected tax, interest and penalty. If the providing party has not received an exemption certificate and fails to collect any Tax as required by subsection 28.8.1, then, as between the providing party and the purchasing party, (i) the purchasing party shall remain liable for such uncollected Tax and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such taxing authority. However, if the purchasing party fails to timely pay any taxes properly billed, then, as between the providing party and the purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.

If the purchasing party fails to impose and/or collect any Tax from customers as required by subsection 28.8.2, then, as between the providing party and the purchasing party, the purchasing party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing party has agreed to pay or impose on and/or collect from customers, the purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing party to timely pay or collect and timely remit such Tax to such authority.

28.8.5 Tax exemptions and exemption certificates. If applicable law clearly exempts a purchase from a Tax and if such law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing party complies with such procedure, the providing party shall not collect such Tax during the Effective Period of such exemption. If applicable law clearly exempts a purchase from a Tax and does not also provide an exemption procedure, then purchasing party will provide the providing party a letter, signed by an officer, requesting such exemption and citing the provision in the law which allows exemption. Purchasing party will agree to indemnify and hold harmless the providing party on

an after-tax basis for tax, penalty and interest which may due if the exemption is later denied by the taxing authority.

28.8.6 This agreement does not cover any tax which may be imposed on either party's corporate existence, status or income.

28.8.7 Whenever possible, all Taxes shall be billed as a separately stated item.

28.8.8 In the event either party is audited by a taxing authority, the other party agrees to cooperate fully with the party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.8.9 Notices for purposes of this Section: All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either party to the other, for purposes of this Section, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the following:

To MFS: Director - Corporate Tax Department
MFS Communications Company, Inc.
11808 Miracle Hills Drive
Omaha, NE 68154

With a copy to : Senior Director - Southern Region Regulatory Affairs
MFS Communications Company, Inc.
Six Concourse Parkway, Suite 2100
Atlanta, Georgia 30328

To Sprint: Sprint Southern Operations
Tax Department (Mail Code 5240)
P.O. Box 165000
Altamonte, Florida 32716-5000

With a copy to: Jack Burge
Sprint
National Account Manager-Local Markets
2330 Shawnee Mission Parkway
KSWES0213
Westwood, Kansas 66205

Either party may from time to time designate another address or other addresses by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

28.8.10 Definitions

a) **Effective Period:** Effective period shall mean the period from the time that a proper exemption certificate for each type of Tax is received and approved by the Corporate Tax Department of the providing party until the expiration date of the exemption certificate as set by the applicable law.

b) **Tax:** Tax shall mean any and all federal, state, local, municipality, public utility commission, public service commission or other governmental agency tax, fee, surcharge or other tax-like charge as required or permitted by applicable law to be collected from the purchasing party by the providing party.

28.9 Assignment

This Agreement shall be binding upon every ILEC subsidiary and ILEC affiliate (except that this Agreement shall specifically not be binding upon Vista Telephone until such time as Sprint acquires at least a 50% equity stake in Vista) of either Party that is engaged in providing telephone exchange and exchange access services in any territory within which Sprint is an Incumbent Local Exchange Carrier as of the date of this Agreement (the "Sprint Territory"), and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

28.10 Non-Waiver

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

28.11 Disputed Amounts

28.11.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) 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 undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.11.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. 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.

28.11.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 29.11.2, 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. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

28.11.4 The Parties agree that all negotiations pursuant to this Section 29.11 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.11.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law or tariff.

28.12 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To MFS:

MFS Communications Company, Inc.

Six Concourse Parkway
Suite 2100
Atlanta, Georgia 30328
Attn: Senior Director, Regulatory Affairs - Southern Region

with a copy to:

General Counsel
MFS Communications Company, Inc.
11808 Miracle Hills Drive
Omaha, Nebraska 68154

To Sprint:

Mr. Jerry Johns
Vice President - Law and External Affairs
United Telephone Company of Florida
Box 165000
Altamonte Springs, Florida 32716-5000

with a copy to:

Sprint
Mr. Jack Burge
National Account Manager - Local Markets
2330 Shawnee Mission Parkway
Mailstop: KSWESB0213
Westwood, KS 66205

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

28.13 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.14 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 MFS such

arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, MFS 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 - Sections 4.0 and 5.0 of this Agreement; or
- (2) E911/911 - Section 7.0 of this Agreement; or
- (3) BLV/BLVI - Section 7.0 of this Agreement; or
- (4) Information Services Traffic - Section 7.0 of this Agreement; or
- (5) Unbundled Access - Section 8.0 of this Agreement; or
- (6) Collocation - Section 10.0 of this Agreement; or
- (7) Number Portability - Section 11.0 of this Agreement; or
- (8) Access to Rights of Way - Section 13.0 of this Agreement; or
- (9) Directory Listings and Directory Distribution - Section 16.0 of this Agreement; or
- (10) Directory Assistance Service - Section 17.0 of this Agreement; or
- (11) Resale - Section 18.0 of this Agreement; or
- (12) Exchange Access - Section 6.0 of this Agreement

28.15 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.16 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether

regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.17 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

28.18 Technology Upgrades. Nothing in this Agreement shall limit Sprint's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Sprint shall provide MFS written notice at least ninety (90) days prior to the incorporation of any such upgrades in Sprint's network which will materially impact MFS' service. MFS shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.19 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 20.4, 21.0, 22.0, 24.0, 25.0, 27.0, 28.3, 28.6, 29.11, 29.13 and 29.17.

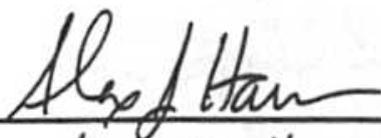
28.20 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

28.21 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 19th day of September, 1996.

MFS Communications Company, Inc.

United Telephone Company Of Florida

By: 

Printed: ALEX J. HARRIS

Title: Vice President Regulatory Affairs

By: 

Printed: Jerry M Johns

Title: VP-Loc i External Relations

SCHEDULE 1.0

LATA 458 PRICING SCHEDULE

- I. Reciprocal Compensation
Composite Rate = \$0.0055 per minute (end office rate of \$0.004 and tandem rate of \$0.0015)
- II. Transit Function
Rate = \$0.0015
- III. BLV/BLVI Traffic
Rate = \$0.95 per Busy Line Verification
\$0.45 per Busy Line Verification Interrupt
(in addition to \$0.95 for Busy Line Verification)
- IV. Interim Number Portability Through Direct Inward Dial
Terms to be negotiated subject to cost-based and competitively-neutral cost-recovery
- V. 911/E911 Services
Where the capability is used the following applicable rates will apply:
- | | | |
|-------------|-------------------------|-------------|
| Voice Grade | - Channel Mile Fixed | \$30.00 MRC |
| | - Channel Mile Per Mile | \$2.40 MRC |
| | - DSO Port Charge | \$19.50 MRC |
| DS-1 | - Channel Mile Fixed | \$39.50 MRC |
| | - Channel Mile Per Mile | \$17.00 MRC |
| | - DSO Port Charge | \$19.50 |
- VI. Directory Assistance Rates (where capabilities are available)
1. On-line access to Sprint's Directory Assistance Service for an MFS-designated Operator Bureau. Rate = Non-discriminatory tariff or contract rates and terms.
 2. Unbranded Directory Assistance. Rate = Current total rate of \$0.25 per call. This capability may require MFS to be responsible for provisioning separate trunk group.
 3. MFS Branded Directory Assistance. Rate = Currently total rate of \$0.25 per call. This capability may require MFS to be responsible for provisioning separate trunk group.
 4. License to MFS or an MFS-designated Operator Bureau Sprint's directory database. Rate = Non-discriminatory tariff or contract rates and terms.
 5. Caller-optional call completion capability. Rate = Non-discriminatory tariff or contract rates and terms.

EXHIBIT A

NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element 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 Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) § 259 and n.603.
2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party 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.
6. Upon receipt of the preliminary analysis, the requesting Party shall notify the receiving Party of its intent to proceed or not to proceed within 30 days.
7. The receiving Party shall promptly proceed with the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
8. 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, the receiving Party shall provide to the requesting Party 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.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party 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.

10. 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.

Exhibit B

Meet-point Billing Provisions (Page 1 of 2)

1. Sprint shall provide MFS with the Switched Access Detail Usage Data (category 1101XX records) on an on-going basis on magnetic tape or via electronic file transfer using EMR format, no later than 10 days after the end of the calendar month billing period.
2. MFS shall provide Sprint with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via electronic file transfer using the EMR format, no later than 10 days after the MFS bill is rendered.
3. In accordance with MECAB guidelines, each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
4. If Switched Access Detail Usage Data is not submitted to MFS by Sprint in a timely fashion or if it is not in proper format as previously defined, and if as a result MFS is delayed in billing the IXCs, late payment charges will be payable by Sprint to MFS as prescribed in MFS' access tariff.
5. If Switched Access Summary Usage Data is not submitted to Sprint by MFS in a timely fashion or if it is not in proper format as previously defined, and if as a result Sprint is delayed in billing the IXCs, late payment charges will be payable to Sprint as prescribed in Sprint's access tariff. Excluded from this provision will be any Switched Access Detail Usage Data records not provided by Sprint in a timely fashion.
6. In the event MFS determines to offer Exchange Services in another LATA in which Sprint operates an access tandem, Sprint shall, except in instances of capacity limitations, permit and enable MFS to sub-tend the Sprint access tandem switch(es) nearest to the MFS Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, MFS shall be allowed to sub-tend the next-nearest Sprint access tandem switch in which sufficient capacity is available. The MPB percentages for each new Rating Point/access tandem pair shall be calculated according to one of the three methods identified in the MECAB document and consistent with Exhibit C.

Exhibit B

Meet-point Billing Provisions (Page 2 of 2)

7. MFS shall inform Sprint of the tandem(s) it wishes to sub-tend in the new LATA and the parties shall jointly determine the calculation of the billing percentages which should apply for such arrangement consistent with Exhibit C. MFS will deliver notice to Sprint of all new routes. Sprint and MFS shall confirm each new route and associated billing percentages in a Letter of Understanding, and shall file these percentages in NECA Tariff No. 4, within a reasonable time following receipt of MFS' notice by Sprint.

Exhibit C

Meet-point Billing Rate Elements

Interstate Access - Terminating to or Originating from MFS End user Customers

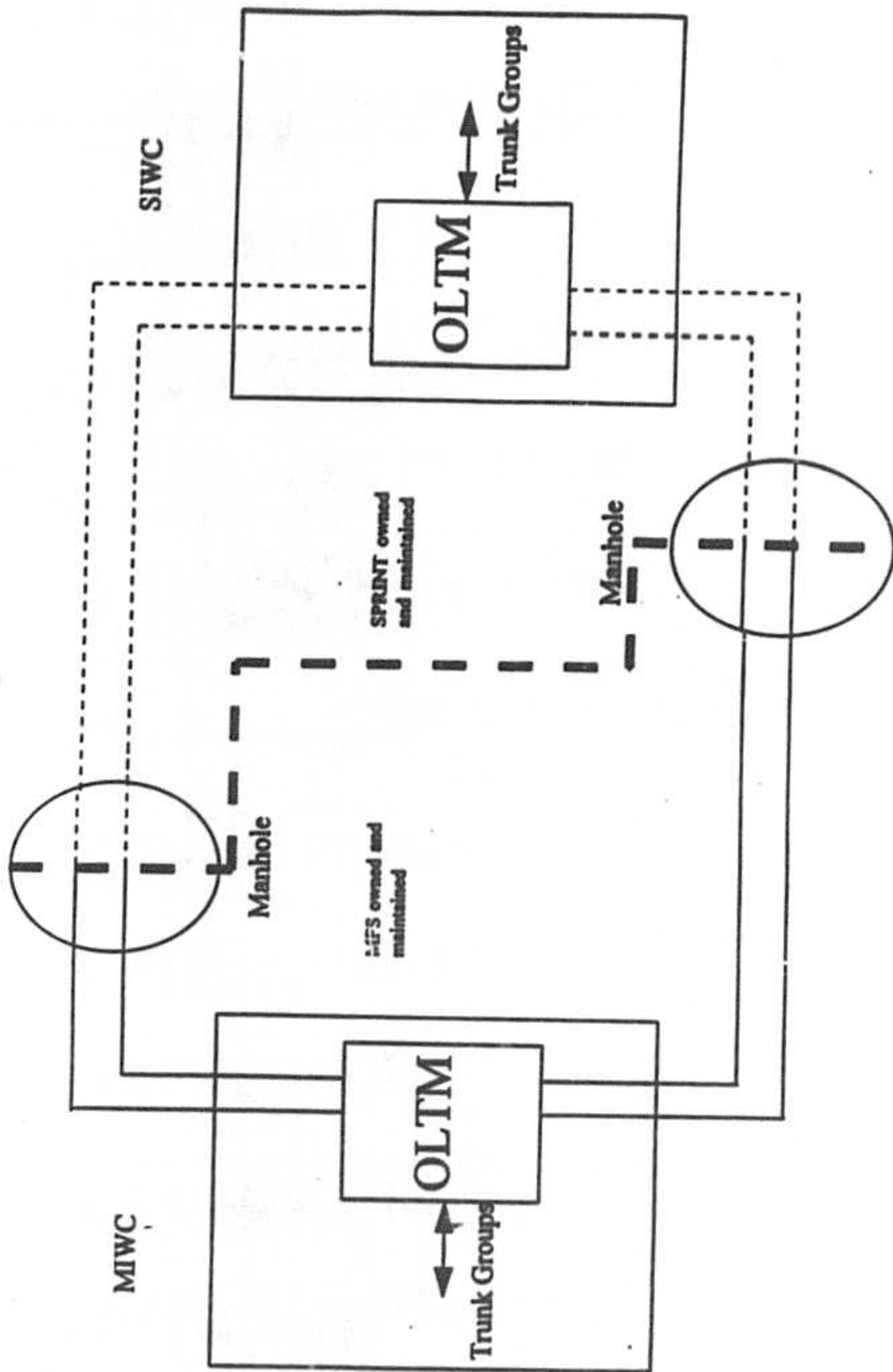
<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Termination	50 % of Sprint rate & 50 % of MFS rate
Local Transport Facility	*
Tandem Switching	Sprint
Entrance Facility	Sprint

Intrastate Access - Terminating to or Originating from MFS End User Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	MFS
Local Switching	MFS
Interconnection Charge	MFS
Local Transport Termination	50 % of Sprint rate & 50 % of MFS rate
Local Transport Facility	*
Tandem Switching	Sprint
Entrance Facility	Sprint

- * Parties bill the IXCs its own tariff rate multiplied by the billing percentage identified for it in a given MPB pair, in this Exhibit C, multiplied by the total facility miles.

Exhibit D: MFS/Sprint Fiber Meet



CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of May, 1997, copies of the foregoing Joint Motion for Acceptance of Stipulation of Material Facts and to Proceed on an Expedited and Informal Basis were served, via hand delivery, on the following:

Martha Carter Brown, Esquire
Charles J. Pellegrini, Esquire
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
Fax: 904-413-6250



John P. Fons