

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Sprint-
Florida, Incorporated for
approval of interconnection
agreement with BellSouth
Cellular Corp.

DOCKET NO. 980072-TP
ORDER NO. PSC-98-0581-FOF-TP
ISSUED: April 27, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

On January 13, 1998, Sprint-Florida, Incorporated (Sprint) and BellSouth Cellular Corp. (BellSouth Cellular) filed a request for approval of an interconnection agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

This agreement covers a 8-month period and governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement.

DOCUMENT PREPARED BY

04633 APR 27 88

FILED IN THE OFFICE OF THE CLERK

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Upon review of the proposed agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. Sprint and BellSouth Cellular are also required to file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e). We note that BellSouth Cellular does not currently hold a Florida certificate to provide alternative local exchange telecommunications service, and therefore, it cannot provide land-line services under this agreement until it obtains a certificate from this Commission.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the interconnection agreement between Sprint-Florida, Incorporated and BellSouth Cellular Corp., as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that BellSouth Cellular Corp. shall not provide land-line services- under this agreement until it obtains a certificate to provide alternative local exchange telecommunications services from this Commission. It is further

ORDERED that this docket shall be closed.

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By ORDER of the Florida Public Service Commission, this 27th
day of April, 1998.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

SRF

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Interconnection Agreement)
Between Sprint-Florida, Inc. and)
BellSouth Cellular corp.)
_____)

Filed: January 13, 1998

Docket No. 980072-TP

PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH BELLSOUTH CELLULAR CORP.

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of an Interconnection Agreement which Sprint-Florida has entered with BellSouth Cellular Corp. ("BellSouth").

In support of this Petition, Sprint-Florida states:

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

2. The United States Congress has also recently enacted legislation amending the Communications Act of 1934. This legislation, referred to

as the Telecommunications Act of 1996, requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).

3. In accordance with the above provisions, Sprint-Florida has entered an Agreement with BellSouth, which is a CMRS carrier as that term is defined in 47 C.F.R. 20.3 This Agreement was executed on December 19, 1997 and is attached hereto as Attachment A.

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

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

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Interconnection Agreement between Sprint-Florida and BellSouth Cellular Corp.

Respectfully submitted this 13th day of January, 1998.

Sprint-Florida, Incorporated



Charles J. Rehwinkel
General Attorney
Sprint-Florida, Incorporated
Post Office Box 2214
Tallahassee, Florida 32301
(850)847-0244

Attachment A

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**Commercial Mobile Radio Services (CMRS)
INTERCONNECTION
AGREEMENT**

BETWEEN

BELLSOUTH CELLULAR CORP. AND SPRINT-FLORIDA, INCORPORATED

NOVEMBER 7, 1997

This Agreement represents the positions of the Sprint operating telephone companies with respect to interconnection. Sprint reserves the right to modify these positions based upon further review of existing orders from or the issuance of additional orders by the Federal Communications Commission, the appropriate state public service or public utilities commission or a court of competent jurisdiction.

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INTERCONNECTION AGREEMENT

Part A -- GENERAL TERMS AND CONDITIONS

This Interconnection Agreement (the "Agreement"), is entered into by and between BellSouth Cellular Corp., as agent for certain of its operating wireless affiliates, which offer commercial mobile radio services, as delineated in Attachment VI, ("Carrier"), a Georgia corporation, and Sprint-Florida, Incorporated ("Sprint" or "Company"), a Florida corporation, hereinafter collectively, "the Parties", entered into this 14th day of November, 1997

WHEREAS, the Parties wish to interconnect their local networks in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Florida Public Service Commission (the "Commission"), and

WHEREAS, the parties wish to replace any and all other prior agreements, both written and oral applicable to the state of Florida,

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Sprint hereby mutually agree as follows

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of local interconnection. This PART A -- GENERAL TERMS AND CONDITIONS sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART C sets forth,

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among other things, descriptions of the services, pricing, and technical and business requirements

LIST OF ATTACHMENTS COMPRISING PART C

- I. Price Schedule
- II. Interconnection
- III. Network Maintenance and Management
- IV. Access to Telephone Numbers
- V. Points of Interconnection

1.2 Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier thirty (30) days' prior written notice of such discontinuation of such service or arrangement. Sprint agrees to cooperate with Carrier with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

1.3 Sprint will not reconfigure, reengineer or otherwise redeploy its network in a manner which affects Carrier's Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

1.4 The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company Tariffs and then current practices on file with the appropriate Commission or FCC and only to the extent that specific terms and conditions are not described in the Agreement.

Section 2. Regulatory Approvals

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. Carrier shall not order services under this Agreement before Approval Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

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2.2 Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of the Commission or the FCC, in the exercise of their respective jurisdictions whether said changes or modifications result from an order issued on an appeal of the decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, a tariff proceeding, a costing/pricing proceeding, or an arbitration proceeding conducted by the Commission or FCC which applies to Sprint or in which the Commission or FCC makes a generic determination to the extent that Carrier had the right and/or opportunity to participate in said proceeding (regardless of whether Carrier actually participates) and the results of which are applicable generally to CMRS providers. Any rates, terms or conditions thus developed or modified 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 final order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

2.3 In the event Sprint is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Sprint shall make reasonable efforts to provide to Carrier its proposed tariff prior to such filing. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect.

2.4 The Parties intend that any additional services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

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Section 3. Term and Termination

3.1 This Agreement shall be deemed effective upon the Approval Date. No order or request for services under this Agreement shall be processed until this Agreement is so approved unless otherwise agreed to, in writing by the Parties.

3.2 Except as provided herein, Sprint and Carrier agree to provide service to each other on the terms defined in this Agreement from the effective date until December 31, 1998, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

3.3 Either party may terminate this Agreement at the end of the term by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date of termination. In the event of such termination pursuant to this Section 3.3, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either (a) a new agreement executed by the Parties, or (b) standard interconnection terms and conditions contained in Sprint's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC.

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

- a. Either Party's insolvency or initiation of bankruptcy or receivership proceeding by or against the Party; or
- b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

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

3.6 If Sprint sells or trades substantially all the assets used to provide Telecommunications Services in a particular exchange or group of

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exchanges. Sprint may terminate this Agreement in whole or in part as to a particular exchange or group of exchanges upon at least sixty (60) days prior written notice.

Section 4. Charges and Payment

4.1 In consideration of the services provided by Sprint under this Agreement, Carrier shall pay the charges set forth in Attachment I subject to the provisions of Sections 2.2 and 2.3 hereof.

4.2 Subject to the terms of this Agreement, Parties shall pay one another within thirty(30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

4.3 Billed amounts which are being investigated, queried, or for which claims have or may be filed, are not due for payment until such investigations, claims, or queries have been fully resolved in accordance with the provisions governing dispute resolution of this Agreement.

4.4 The Billing Party will assess late payment charges to the other Party in accordance with the applicable tariff or, if there is no tariff, the Billing Party shall assess a late payment charge equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.

4.5 Sprint will not accept any new or amended order for Telecommunications Services, Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid.

Section 5. Audits and Examinations

5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date.

5.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business

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hours of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3 Each party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit.

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1 1/2%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge to the day of payment or credit.

5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

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Section 6. Intellectual Property Rights

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging Carrier for such costs as permitted under a Commission order.

Section 7. Limitation of Liability

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 or 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 Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

Section 8. Indemnification

8.1 Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with

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its provision of service or functions under this Agreement. Notwithstanding the above, in the case of any loss claimed by a Customer of either Party, the Party responsible for the act or omission that is the basis for the customer's claim shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer.

The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnifying Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

8.2 Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnified Party's subscribers for nonpayment.

8.3 When the lines or services of other companies are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies.

8.4 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, or (ii) Consequential Damages (as defined in Section 7 above).

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Section 9. Remedies

9.1 In addition to any other rights or remedies, and unless specifically provided herein and to the contrary, either Party may sue in equity for specific performance.

9.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

Section 10. Confidentiality and Publicity

10.1 All information disclosed by either Party during the negotiations and the term of this Agreement shall be deemed confidential or proprietary information and will be protected by the Parties in accordance with the terms of this Section 10. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

10.1.1 For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

10.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this

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Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

10.1.3 Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

10.1.4 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 10 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 10. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

10.2 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising provided that the parties are still bound by paragraph 10.1. This paragraph 10.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

10.3 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

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10.4 Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

Section 11. Warranties

Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level at parity with that which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

Section 12. Assignment and Subcontract

12.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate shall succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

12.2 Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

Section 13. Governing Law

This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Florida, without regard to its conflicts of laws principles, shall govern.

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Section 14. Relationship of Parties

It is the intention of the Parties that they be independent contractors and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section 15. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto

Section 16. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by hand on the date delivered; (ii) by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted; (iii) by facsimile transmission, on the date received in legible form (it being agreed that the burden of proof of receipt is on the sender and will not be met by a transmission report generated by the sender's facsimile machine), or (iv) if sent by electronic messaging system, on the date that electronic message is received. Notices shall be given as follows:

If to
Company: General Counsel
Sprint-Florida, Inc.
P O Box 165000
Altamonte Springs, FL
32716-5000

If to
Carrier: External Affairs
BellSouth Cellular Corp
1100 Peachtree St N E
Suite 809
Atlanta, GA 30309-4599

with a
copy to: Director-Carrier Markets
Sprint-Florida, Inc.
P.O. Box 165000
Altamonte Springs, FL
32716-5000

with a
copy to: Legal Department
BellSouth Cellular Corp
1100 Peachtree St. N E
Suite 910
Atlanta, GA 30309-4599

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Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above

Section 17. Waivers

17.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed

17.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition

17.3 Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default

Section 18. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement Sections 4, 5, 6, 7, 8, 9, 10, 20 and 22

Section 19. Force Majeure

Neither Party shall be held 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, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, lightning, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 19 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory

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manner and not favor its own provision of Telecommunications Services above that of Carrier.

Section 20. Dispute Resolution Procedures

20.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

20.2 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 "Disputing 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 Disputing Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

20.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that 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.

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RATE ELEMENT	SOURCE	RECURRING RATE	NRC
	TELRIC COST STUDY		
TOLL & LOCAL OPERATOR SERVICES	TELRIC COST STUDY		
Toll and Local Assistance Service (Live)		\$0.456	
DA OPERATOR SERVICE	TELRIC COST STUDY		
DA Operator Service (Live)		\$0.388	
911 TANDEM PORT	TELRIC COST STUDY		
Per DSO Equivalent Port		\$18.92	\$18.50
OPERATIONAL SUPPORT SYSTEMS			
OSS Interfaces*		ICB	

* Sprint is working on OSS and rates will be added as they are developed

Dedicated Inter-Office Transport Rates:

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Alford	Cottondale	\$ 117.53	\$ 1,364.32	\$0.001022
Alford	Mananna	\$ 195.52	\$ 2,728.64	\$0.001022
Altamonte Springs	Apopka	\$ 94.27	\$ 1,364.32	\$0.001022
Altamonte Springs	Casselberry	\$ 117.53	\$ 1,364.32	\$0.001022
Altamonte Springs	Celebration*	\$ 191.86	\$ 4,092.96	\$0.001022
Altamonte Springs	East Orange*	\$ 143.06	\$ 2,728.64	\$0.001022
Altamonte Springs	Geneva*	\$ 143.06	\$ 2,728.64	\$0.001022
Altamonte Springs	Goldenrod	\$ 117.53	\$ 1,364.32	\$0.001022
Altamonte Springs	Lake Brantley	\$ 94.27	\$ 1,364.32	\$0.001022
Altamonte Springs	Lake Buena Vista*	\$ 191.86	\$ 4,092.96	\$0.001022
Altamonte Springs	Maitland	\$ 94.27	\$ 1,364.32	\$0.001022
Altamonte Springs	Montverde	\$ 313.33	\$ 7,042.64	\$0.001022
Altamonte Springs	Oriando*	\$ 143.06	\$ 2,728.64	\$0.001022
Altamonte Springs	Oviedo*	\$ 143.06	\$ 2,728.64	\$0.001022
Altamonte Springs	Reedy Creek	\$ 218.09	\$ 4,092.96	\$0.001022
Altamonte Springs	Sanford*	\$ 143.06	\$ 2,728.64	\$0.001022
Altamonte Springs	Windermere	\$ 218.09	\$ 4,092.96	\$0.001022
Altamonte Springs	Winter Garden	\$ 143.06	\$ 2,728.64	\$0.001022
Altamonte Springs	Winter Park	\$ 117.53	\$ 1,364.32	\$0.001022
Alva	Bonita Springs	\$ 193.53	\$ 3,496.42	\$0.001022
Alva	Cape Coral	\$ 269.03	\$ 5,713.25	\$0.001022
Alva	East Fort Myers	\$ 193.53	\$ 3,496.42	\$0.001022
Alva	Fort Myer Regional Airport	\$ 287.80	\$ 5,678.32	\$0.001022
Alva	Fort Myers	\$ 193.53	\$ 3,496.42	\$0.001022
Alva	Fort Myers Beach	\$ 94.27	\$ 1,364.32	\$0.001022
Alva	Lehigh Acres	\$ 193.53	\$ 3,496.42	\$0.001022
Alva	North Cape Coral	\$ 269.03	\$ 5,713.25	\$0.001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Alva	North Fort Myers	\$ 269 03	\$ 5 713 25	\$0 001022
Alva	Pine Island	\$ 94 27	\$ 1 364 32	\$0 001022
Alva	Sanibel-Captiva Islands	\$ 94 27	\$ 1 364 32	\$0 001022
Alva	South Fort Myers	\$ 193 53	\$ 3 496 42	\$0 001022
Apopka	Casselberry	\$ 169 29	\$ 2 728 64	\$0 001022
Apopka	Celebration*	\$ 143 06	\$ 2 728 64	\$0 001022
Apopka	East Orange*	\$ 143 06	\$ 2 728 64	\$0 001022
Apopka	Goldenrod	\$ 169 29	\$ 2 728 64	\$0 001022
Apopka	Lake Brantley	\$ 94 27	\$ 1 364 32	\$0 001022
Apopka	Lake Buena Vista*	\$ 143 06	\$ 2 728 64	\$0 001022
Apopka	Matland	\$ 94 27	\$ 1 364 32	\$0 001022
Apopka	Montverde	\$ 287 80	\$ 5 678 32	\$0 001022
Apopka	Orlando*	\$ 143 06	\$ 2 728 64	\$0 001022
Apopka	Reedy Creek	\$ 169 29	\$ 2 728 64	\$0 001022
Apopka	Windermere	\$ 169 29	\$ 2 728 64	\$0 001022
Apopka	Winter Garden	\$ 94 27	\$ 1 364 32	\$0 001022
Apopka	Winter Park	\$ 94 27	\$ 1 364 32	\$0 001022
Astor	Clermont	\$ 271 52	\$ 5 678 32	\$0 001022
Astor	Eustis	\$ 271 52	\$ 5 678 32	\$0 001022
Astor	Groveland	\$ 425 51	ICB	\$0 001022
Astor	Howey	\$ 441 79	ICB	\$0 001022
Astor	Lady Lake	\$ 425 51	ICB	\$0 001022
Astor	Leesburg	\$ 271 52	\$ 5 678 32	\$0 001022
Astor	Montverde	\$ 441 79	ICB	\$0 001022
Astor	Mount Dora	\$ 271 52	\$ 5 678 32	\$0 001022
Astor	Tavares	\$ 271 52	\$ 5 678 32	\$0 001022
Astor	Umatilla	\$ 193 53	\$ 4 314 00	\$0 001022
Baker	Crestview	\$ 170 27	\$ 4 314 00	\$0 001022
Belleview	Citra*	\$ 363 80	\$ 6 992 84	\$0 001022
Belleview	Dunnellon*	\$ 245 29	\$ 4 860 74	\$0 001022
Belleview	Forest	\$ 323 28	\$ 7 042 64	\$0 001022
Belleview	Highlands	\$ 169 29	\$ 2 728 64	\$0 001022
Belleview	Lady Lake (821)	\$ 193 53	\$ 4 314 00	\$0 001022
Belleview	Mcintosh*	\$ 363 80	\$ 6 992 84	\$0 001022
Belleview	Ocala	\$ 193 53	\$ 3 496 42	\$0 001022
Belleview	Ocklawaha	\$ 94 27	\$ 1 364 32	\$0 001022
Belleview	Orange Springs *	\$ 363 80	\$ 6 992 84	\$0 001022
Belleview	Salt Springs	\$ 578 30	ICB	\$0 001022
Belleview	Silver Springs Shores	\$ 94 27	\$ 1 364 32	\$0 001022
Beverly Hills	Chassahowitzka	\$ 363 30	\$ 6 495 90	\$0 001022
Beverly Hills	Crystal River	\$ 269 03	\$ 4 314 00	\$0 001022
Beverly Hills	Homosassa Springs	\$ 269 03	\$ 4 314 00	\$0 001022
Beverly Hills	Inverness	\$ 269 03	\$ 4 314 00	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Bonifay	Reynolds Hill	\$ 94 27	\$ 2 181 90	\$0 001022
Bonifay	Westville	\$ 170 27	\$ 4 314 00	\$0 001022
Bonita Springs	Cypress Lake	\$ 193 53	\$ 3 496 42	\$0 001022
Bonita Springs	East Fort Myers	\$ 193 53	\$ 3 496 42	\$0 001022
Bonita Springs	Fort Myers	\$ 193 53	\$ 3 496 42	\$0 001022
Bonita Springs	Fort Myers Beach	\$ 245 29	\$ 4 860 74	\$0 001022
Bonita Springs	Golden Gate	\$ 193 53	\$ 3 496 42	\$0 001022
Bonita Springs	Naples	\$ 193 53	\$ 3 496 42	\$0 001022
Bonita Springs	Naples Moorings	\$ 193 53	\$ 3 496 42	\$0 001022
Bonita Springs	Naples Southeast	\$ 193 53	\$ 3 496 42	\$0 001022
Bonita Springs	North Naples	\$ 193 53	\$ 3 496 42	\$0 001022
Bowling Green	Wauchula	\$ 117 53	\$ 1 364 32	\$0 001022
Bowling Green	Zolfo Springs	\$ 170 27	\$ 3 496 42	\$0 001022
Buena Ventura Lakes	Kissimmee	\$ 94 27	\$ 2 181 90	\$0 001022
Bushnell	Wildwood	\$ 347 52	\$ 7 810 42	\$0 001022
Cape Coral	Cypress Lake	\$ 269 03	\$ 5 713 25	\$0 001022
Cape Coral	East Fort Myers	\$ 269 03	\$ 5 713 25	\$0 001022
Cape Coral	Fort Myers	\$ 269 03	\$ 5 713 25	\$0 001022
Cape Coral	Fort Myers Beach	\$ 308 03	\$ 7 077 57	\$0 001022
Cape Coral	North Cape Coral	\$ 269 03	\$ 5 713 25	\$0 001022
Cape Coral	North Fort Myers	\$ 269 03	\$ 5 713 25	\$0 001022
Cape Coral	Pine Island	\$ 308 03	\$ 7 077 57	\$0 001022
Cape Coral	Sanibel-Captiva Islands	\$ 308 03	\$ 7 077 57	\$0 001022
Casselberry	Celebration*	\$ 218 09	\$ 4 092 96	\$0 001022
Casselberry	East Orange*	\$ 169 29	\$ 2 728 64	\$0 001022
Casselberry	Geneva*	\$ 169 29	\$ 2 728 64	\$0 001022
Casselberry	Goldenrod	\$ 117 53	\$ 1 364 32	\$0 001022
Casselberry	Lake Brantley	\$ 169 29	\$ 2 728 64	\$0 001022
Casselberry	Lake Buena Vista*	\$ 218 09	\$ 4 092 96	\$0 001022
Casselberry	Matland	\$ 169 29	\$ 2 728 64	\$0 001022
Casselberry	Montverde	\$ 339 56	\$ 7 042 64	\$0 001022
Casselberry	Oriando*	\$ 169 29	\$ 2 728 64	\$0 001022
Casselberry	Oviedo*	\$ 169 29	\$ 2 728 64	\$0 001022
Casselberry	Reedy Creek	\$ 244 32	\$ 4 092 96	\$0 001022
Casselberry	Sanford*	\$ 169 29	\$ 2 728 64	\$0 001022
Casselberry	Windermere	\$ 244 32	\$ 4 092 96	\$0 001022
Casselberry	Winter Garden	\$ 169 29	\$ 2 728 64	\$0 001022
Casselberry	Winter Park	\$ 117 53	\$ 1 364 32	\$0 001022
Chassohowitza	Crystal River	\$ 363 30	\$ 6 495 90	\$0 001022
Chassohowitza	Homosassa	\$ 94 27	\$ 2 181 90	\$0 001022
Chassohowitza	Inverness	\$ 363 30	\$ 6 495 90	\$0 001022
Cherry Lake	Greenville	\$ 425 29	ICB	\$0 001022
Cherry Lake	Lee	\$ 349 29	ICB	\$0 001022
Cherry Lake	Madison	\$ 255 02	\$ 5 894 16	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Clermont	Celebration*	\$ 169 29	\$ 2 728 64	\$0 001022
Clermont	Eustis	\$ 117 53	\$ 1 364 32	\$0 001022
Clermont	Groveland	\$ 193 53	\$ 3 496 42	\$0 001022
Clermont	Howey	\$ 287 80	\$ 5 678 32	\$0 001022
Clermont	Lady Lake	\$ 347 52	\$ 7 810 42	\$0 001022
Clermont	Leesburg	\$ 117 53	\$ 1 364 32	\$0 001022
Clermont	Lk Buena Vista*	\$ 169 29	\$ 2 728 64	\$0 001022
Clermont	Montverde	\$ 287 80	\$ 5 678 32	\$0 001022
Clermont	Mt Dora	\$ 117 53	\$ 1 364 32	\$0 001022
Clermont	Orlando*	\$ 218 09	\$ 4 092 96	\$0 001022
Clermont	Reedy Creek	\$ 117 53	\$ 1 364 32	\$0 001022
Clermont	Tavares	\$ 117 53	\$ 1 364 32	\$0 001022
Clermont	Umatilla	\$ 271 52	\$ 5 678 32	\$0 001022
Clermont	Windermere	\$ 244 32	\$ 4 092 96	\$0 001022
Clermont	Winter Garden	\$ 117 53	\$ 1 364 32	\$0 001022
Cottdale	Maranna	\$ 117 53	\$ 1 364 32	\$0 001022
Crawfordville	Alligator Point*	\$ 665 28	ICB	\$0 001022
Crawfordville	Carrabelle*	\$ 665 28	ICB	\$0 001022
Crawfordville	Panacea	\$ 170 27	\$ 4 314 00	\$0 001022
Crawfordville	Sopchoppy	\$ 353 78	\$ 7 293 41	\$0 001022
Crawfordville	St Marks	\$ 170 27	\$ 4 314 00	\$0 001022
Crawfordville	Tallahassee	\$ 353 78	\$ 7 293 41	\$0 001022
Crestview	Laurel Hill*	\$ 94 27	\$ 1 364 32	\$0 001022
Crystal River	Homosassa Springs	\$ 269 03	\$ 4 314 00	\$0 001022
Crystal River	Inverness	\$ 269 03	\$ 4 314 00	\$0 001022
Crystal River	Yankeetown*	\$ 308 03	\$ 5 678 32	\$0 001022
Cypress Lake	East Fort Myers	\$ 193 53	\$ 3 496 42	\$0 001022
Cypress Lake	Fort Myers Regional Airport	\$ 94 27	\$ 2 181 90	\$0 001022
Cypress Lake	Fort Myers	\$ 193 53	\$ 3 496 42	\$0 001022
Cypress Lake	Fort Myers Beach	\$ 94 27	\$ 1 364 32	\$0 001022
Cypress Lake	Lehigh Acres	\$ 193 53	\$ 3 496 42	\$0 001022
Cypress Lake	North Cape Coral	\$ 269 03	\$ 5 713 25	\$0 001022
Cypress Lake	North Fort Myers	\$ 94 27	\$ 1 364 32	\$0 001022
Cypress Lake	Pine Island	\$ 94 27	\$ 1 364 32	\$0 001022
Cypress Lake	Sanibel-Captiva islands	\$ 94 27	\$ 1 364 32	\$0 001022
Cypress Lake	South Fort Myers	\$ 193 53	\$ 3 496 42	\$0 001022
Dade City	San Antonio	\$ 117 53	\$ 1 364 32	\$0 001022
Dade City	Trilacoochee	\$ 117 53	\$ 1 364 32	\$0 001022
Dade City	Zephyrhills*	\$ 94 27	\$ 1 364 32	\$0 001022
DeFuniak Springs	Freeport	\$ 193 53	\$ 3 496 42	\$0 001022
DeFuniak Springs	Glendale	\$ 170 27	\$ 4 314 00	\$0 001022
DeFuniak Springs	Paxton*	\$ 245 29	\$ 4 860 74	\$0 001022
DeFuniak Springs	Ponce de Leon	\$ 170 27	\$ 4 314 00	\$0 001022
Deltona Lakes	Lake Helen	\$ 94 27	\$ 2 181 90	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Deltona Lakes	Orange City	\$ 94 27	\$ 2 181 90	\$0 001022
Destin	Fort Walton Beach	\$ 193 53	\$ 3 496 42	\$0 001022
Destin	Niceville	\$ 193 53	\$ 3 496 42	\$0 001022
Destin	Santa Rosa Beach	\$ 117 53	\$ 1 364 32	\$0 001022
Destin	Shalimar	\$ 193 53	\$ 3 496 42	\$0 001022
Destin	Valparaiso	\$ 193 53	\$ 3 496 42	\$0 001022
East Fort Myers	Fort Myers Regional Airport	\$ 287 80	\$ 5 678 32	\$0 001022
East Fort Myers	Fort Myers	\$ 193 53	\$ 3 496 42	\$0 001022
East Fort Myers	Fort Myers Beach	\$ 94 27	\$ 1 364 32	\$0 001022
East Fort Myers	Lehigh Acres	\$ 193 53	\$ 3 496 42	\$0 001022
East Fort Myers	North Cape Coral	\$ 269 03	\$ 5 713 25	\$0 001022
East Fort Myers	North Fort Myers	\$ 269 03	\$ 5 713 25	\$0 001022
East Fort Myers	Pine Island	\$ 94 27	\$ 1 364 32	\$0 001022
East Fort Myers	Sanibel-Captiva Islands	\$ 94 27	\$ 1 364 32	\$0 001022
East Fort Myers	South Fort Myers	\$ 193 53	\$ 3 496 42	\$0 001022
Eustis	Groveland	\$ 271 52	\$ 4 860 74	\$0 001022
Eustis	Howey	\$ 287 80	\$ 5 678 32	\$0 001022
Eustis	Lady Lake	\$ 271 52	\$ 5 678 32	\$0 001022
Eustis	Leesburg	\$ 117 53	\$ 1 364 32	\$0 001022
Eustis	Montverde	\$ 287 80	\$ 5 678 32	\$0 001022
Eustis	Mt Dora	\$ 117 53	\$ 1 364 32	\$0 001022
Eustis	Tavares	\$ 117 53	\$ 1 364 32	\$0 001022
Eustis	Umatilla	\$ 117 53	\$ 1 364 32	\$0 001022
Forest	Citra*	\$ 441 79	ICB	\$0 001022
Forest	Dunnellon*	\$ 477 27	ICB	\$0 001022
Forest	Highlands	\$ 193 53	\$ 4 314 00	\$0 001022
Forest	Lady Lake (B21)	\$ 474 31	ICB	\$0 001022
Forest	McIntosh	\$ 441 79	ICB	\$0 001022
Forest	Ocala	\$ 271 52	\$ 5 678 32	\$0 001022
Forest	Ocklawaha	\$ 323 28	\$ 7 042 64	\$0 001022
Forest	Orange Springs*	\$ 441 79	ICB	\$0 001022
Forest	Salt Springs	\$ 448 55	ICB	\$0 001022
Forest	Silver Springs Shores	\$ 323 28	\$ 7 042 64	\$0 001022
Fort Meade	Bartow*	\$ 94 27	\$ 1 364 32	\$0 001022
Fort Meade	Lakeland*	\$ 94 27	\$ 1 364 32	\$0 001022
Fort Myers Regional Airport	South Fort Myers	\$ 287 80	\$ 5 678 32	\$0 001022
Fort Myers	Fort Myers Beach	\$ 94 27	\$ 1 364 32	\$0 001022
Fort Myers	Lehigh Acres	\$ 193 53	\$ 3 496 42	\$0 001022
Fort Myers	North Cape Coral	\$ 269 03	\$ 5 713 25	\$0 001022
Fort Myers	North Fort Myers	\$ 269 03	\$ 5 713 25	\$0 001022
Fort Myers	Pine Island	\$ 94 27	\$ 1 364 32	\$0 001022
Fort Myers	Sanibel-Captiva Islands	\$ 94 27	\$ 1 364 32	\$0 001022
Fort Myers Beach	Lehigh Acres	\$ 245 29	\$ 4 860 74	\$0 001022
Fort Myers Beach	North Cape Coral	\$ 308 03	\$ 7 077 57	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Fort Myers Beach	North Fort Myers	\$ 94 27	\$ 1 364 32	\$0 001022
Fort Myers Beach	Pine Island	\$ 94 27	\$ 1 364 32	\$0 001022
Fort Myers Beach	Sanibel-Captiva Islands	\$ 94 27	\$ 1 364 32	\$0 001022
Fort Walton Beach	Holley-Navarre*	\$ 94 27	\$ 1 364 32	\$0 001022
Fort Walton Beach	Niceville	\$ 193 53	\$ 3 496 42	\$0 001022
Fort Walton Beach	Santa Rosa Beach	\$ 271 52	\$ 4 860 74	\$0 001022
Fort Walton Beach	Shalimar	\$ 193 53	\$ 3 496 42	\$0 001022
Fort Walton Beach	Valparaiso	\$ 193 53	\$ 3 496 42	\$0 001022
Golden Gate	Marco Island	\$ 193 53	\$ 3 496 42	\$0 001022
Golden Gate	Naples	\$ 193 53	\$ 3 496 42	\$0 001022
Golden Gate	Naples Moorings	\$ 193 53	\$ 3 496 42	\$0 001022
Golden Gate	Naples Southeast	\$ 193 53	\$ 3 496 42	\$0 001022
Golden Gate	North Naples	\$ 193 53	\$ 3 496 42	\$0 001022
Goldenrod	Celebration*	\$ 218 09	\$ 4 092 96	\$0 001022
Goldenrod	East Orange*	\$ 169 29	\$ 2 728 64	\$0 001022
Goldenrod	Geneva*	\$ 169 29	\$ 2 728 64	\$0 001022
Goldenrod	Lake Brantley	\$ 169 29	\$ 2 728 64	\$0 001022
Goldenrod	Lake Buena Vista*	\$ 218 09	\$ 4 092 96	\$0 001022
Goldenrod	Maitland	\$ 169 29	\$ 2 728 64	\$0 001022
Goldenrod	Montverde	\$ 339 56	\$ 7 042 64	\$0 001022
Goldenrod	Orlando*	\$ 169 29	\$ 2 728 64	\$0 001022
Goldenrod	Oviedo*	\$ 169 29	\$ 2 728 64	\$0 001022
Goldenrod	Reedy Creek	\$ 244 32	\$ 4 092 96	\$0 001022
Goldenrod	Sanford*	\$ 169 29	\$ 2 728 64	\$0 001022
Goldenrod	Windermere	\$ 244 32	\$ 4 092 96	\$0 001022
Goldenrod	Winter Garden	\$ 169 29	\$ 2 728 64	\$0 001022
Goldenrod	Winter Park	\$ 117 53	\$ 1 364 32	\$0 001022
Grand Ridge	Marianna	\$ 117 53	\$ 1 364 32	\$0 001022
Grand Ridge	Sneads	\$ 117 53	\$ 1 364 32	\$0 001022
Greenville	Lee	\$ 264 54	\$ 6 495 90	\$0 001022
Greenville	Madison	\$ 170 27	\$ 4 314 00	\$0 001022
Greenville	Monticello	\$ 193 53	\$ 3 496 42	\$0 001022
Greenville	Tallahassee	\$ 193 53	\$ 3 496 42	\$0 001022
Greenwood	Malone	\$ 117 53	\$ 1 364 32	\$0 001022
Greenwood	Marianna	\$ 117 53	\$ 1 364 32	\$0 001022
Groveland	Howey-in-the-Hills	\$ 363 80	\$ 7 810 42	\$0 001022
Groveland	Lady Lake	\$ 347 52	\$ 7 810 42	\$0 001022
Groveland	Leesburg	\$ 193 53	\$ 3 496 42	\$0 001022
Groveland	Montverde	\$ 441 79	ICB	\$0 001022
Groveland	Mt Dora	\$ 271 52	\$ 4 860 74	\$0 001022
Groveland	Tavares	\$ 271 52	\$ 4 860 74	\$0 001022
Groveland	Umatilla	\$ 425 51	ICB	\$0 001022
Highlands	Citra*	\$ 287 80	\$ 4 860 74	\$0 001022
Highlands	Dunnellon*	\$ 323 28	\$ 6 225 06	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Highlands	Lady Lake (821)	\$ 271 52	\$ 5 678 32	\$0 001022
Highlands	Mcintosh*	\$ 287 80	\$ 4 860 74	\$0 001022
Highlands	Ocala	\$ 117 53	\$ 1 364 32	\$0 001022
Highlands	Ocklawaha	\$ 169 29	\$ 2 728 64	\$0 001022
Highlands	Orange Springs*	\$ 287 80	\$ 4 860 74	\$0 001022
Highlands	Salt Springs	\$ 526 54	ICB	\$0 001022
Highlands	Shady Road	\$ 193 53	\$ 3 496 42	\$0 001022
Highlands	Silver Springs	\$ 94 27	\$ 2 181 90	\$0 001022
Highlands	Silver Springs Shores	\$ 169 29	\$ 2 728 64	\$0 001022
Homosassa Spgs	Inverness	\$ 269 03	\$ 4 314 00	\$0 001022
Howey-In-The-Hills	Lady Lake	\$ 363 80	ICB	\$0 001022
Howey-In-The-Hills	Leesburg	\$ 287 80	\$ 5 678 32	\$0 001022
Howey-In-The-Hills	Montverde	\$ 458 07	ICB	\$0 001022
Howey-In-The-Hills	Mt Dora	\$ 287 80	\$ 5 678 32	\$0 001022
Howey-In-The-Hills	Tavares	\$ 287 80	\$ 5 678 32	\$0 001022
Howey-In-The-Hills	Umatilla	\$ 441 79	ICB	\$0 001022
Kenansville	Kissimmee	\$ 193 53	\$ 3 496 42	\$0 001022
Kenansville	St Cloud	\$ 193 53	\$ 3 496 42	\$0 001022
Kenansville	West Kissimmee	\$ 245 29	\$ 4 860 74	\$0 001022
Kingsley Lake	Lawley	\$ 255 02	\$ 5 894 16	\$0 001022
Kingsley Lake	Raiford*	\$ 349 29	\$ 7 258 48	\$0 001022
Kingsley Lake	Starke	\$ 255 02	\$ 5 894 16	\$0 001022
Kissimmee	Celebration*	\$ 143 06	\$ 2 728 64	\$0 001022
Kissimmee	Haines City * (427)	\$ 193 53	\$ 3 496 42	\$0 001022
Kissimmee	St Cloud	\$ 193 53	\$ 3 496 42	\$0 001022
Kissimmee	West Kissimmee	\$ 94 27	\$ 1 364 32	\$0 001022
Lady Lake (753)	Leesburg	\$ 193 53	\$ 4 314 00	\$0 001022
Lady Lake (753)	Montverde	\$ 441 79	ICB	\$0 001022
Lady Lake (753)	Mt Dora	\$ 271 52	\$ 5 678 32	\$0 001022
Lady Lake (753)	Tavares	\$ 271 52	\$ 5 678 32	\$0 001022
Lady Lake (753)	Umatilla	\$ 425 51	ICB	\$0 001022
Lady Lake (821)	Leesburg	\$ 193 53	\$ 4 314 00	\$0 001022
Lady Lake (821)	Montverde	\$ 441 79	ICB	\$0 001022
Lady Lake (821)	Mt Dora	\$ 271 52	\$ 5 678 32	\$0 001022
Lady Lake (821)	Ocala	\$ 347 52	\$ 7 810 42	\$0 001022
Lady Lake (821)	Ocklawaha	\$ 245 29	\$ 5 678 32	\$0 001022
Lady Lake (821)	Salt Springs	\$ 729 33	ICB	\$0 001022
Lady Lake (821)	Silver Springs Shores	\$ 245 29	\$ 5 678 32	\$0 001022
Lady Lake (821)	Tavares	\$ 271 52	\$ 5 678 32	\$0 001022
Lady Lake (821)	Umatilla	\$ 425 51	ICB	\$0 001022
Lake Brantley	Celebration*	\$ 191 86	\$ 4 092 96	\$0 001022
Lake Brantley	East Orange*	\$ 143 06	\$ 2 728 64	\$0 001022
Lake Brantley	Geneva*	\$ 143 06	\$ 2 728 64	\$0 001022
Lake Brantley	Lake Buena Vista*	\$ 191 86	\$ 4 092 96	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Lake Brantley	Matland	\$ 94 27	\$ 1 364 32	\$0 001022
Lake Brantley	Montverde	\$ 313 33	\$ 7 042 64	\$0 001022
Lake Brantley	Orlando*	\$ 143 06	\$ 2 728 64	\$0 001022
Lake Brantley	Oviedo*	\$ 143 06	\$ 2 728 64	\$0 001022
Lake Brantley	Reedy Creek	\$ 218 09	\$ 4 092 96	\$0 001022
Lake Brantley	Sanford*	\$ 143 06	\$ 2 728 64	\$0 001022
Lake Brantley	Windermere	\$ 218 09	\$ 4 092 96	\$0 001022
Lake Brantley	Winter Garden	\$ 143 06	\$ 2 728 64	\$0 001022
Lake Brantley	Winter Park	\$ 94 27	\$ 1 364 32	\$0 001022
Lake Helen	Orange City	\$ 94 27	\$ 2 181 90	\$0 001022
Lawley	Raiford*	\$ 349 29	\$ 7 258 48	\$0 001022
Lawley	Starke	\$ 255 02	\$ 5 894 16	\$0 001022
Lee	Madison	\$ 94 27	\$ 2 181 90	\$0 001022
Leesburg	Montverde	\$ 287 80	\$ 5 678 32	\$0 001022
Leesburg	Mt. Dora	\$ 117 53	\$ 1 364 32	\$0 001022
Leesburg	Tavares	\$ 117 53	\$ 1 364 32	\$0 001022
Leesburg	Umatilla	\$ 271 52	\$ 5 678 32	\$0 001022
Matland	Celebration*	\$ 191 86	\$ 4 092 96	\$0 001022
Matland	East Orange*	\$ 143 06	\$ 2 728 64	\$0 001022
Matland	Geneva*	\$ 143 06	\$ 2 728 64	\$0 001022
Matland	Lake Buena Vista*	\$ 191 86	\$ 4 092 96	\$0 001022
Matland	Montverde	\$ 313 33	\$ 7 042 64	\$0 001022
Matland	Orlando*	\$ 143 06	\$ 2 728 64	\$0 001022
Matland	Oviedo*	\$ 143 06	\$ 2 728 64	\$0 001022
Matland	Reedy Creek	\$ 218 09	\$ 4 092 96	\$0 001022
Matland	Sanford*	\$ 143 06	\$ 2 728 64	\$0 001022
Matland	Windermere	\$ 218 09	\$ 4 092 96	\$0 001022
Matland	Winter Garden	\$ 143 06	\$ 2 728 64	\$0 001022
Matland	Winter Park	\$ 94 27	\$ 1 364 32	\$0 001022
Malone	Marianna	\$ 117 53	\$ 1 364 32	\$0 001022
Marco Island	Naples	\$ 193 53	\$ 3 496 42	\$0 001022
Marco Island	Naples Moorings	\$ 193 53	\$ 3 496 42	\$0 001022
Marco Island	Naples Southeast	\$ 193 53	\$ 3 496 42	\$0 001022
Marco Island	North Naples	\$ 193 53	\$ 3 496 42	\$0 001022
Marianna	Altha*	\$ 94 27	\$ 1 364 32	\$0 001022
Marianna	Sneads	\$ 117 53	\$ 1 364 32	\$0 001022
Monticello	Tallahassee	\$ 193 53	\$ 3 496 42	\$0 001022
Montverde	Celebration*	\$ 339 56	\$ 7 042 64	\$0 001022
Montverde	East Orange*	\$ 313 33	\$ 7 042 64	\$0 001022
Montverde	Lk Buena Vista	\$ 339 56	\$ 7 042 64	\$0 001022
Montverde	Mt. Dora	\$ 287 80	\$ 5 678 32	\$0 001022
Montverde	Orlando*	\$ 313 33	\$ 7 042 64	\$0 001022
Montverde	Reedy Creek	\$ 287 80	\$ 5 678 32	\$0 001022
Montverde	Tavares	\$ 287 80	\$ 5 678 32	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Montverde	Umatilla	\$ 287 80	\$ 5 678 32	\$0 001022
Montverde	Windermere	\$ 287 80	\$ 5 678 32	\$0 001022
Montverde	Winter Garden	\$ 170 27	\$ 4 314 00	\$0 001022
Montverde	Winter Park	\$ 264 54	\$ 5 678 32	\$0 001022
Mt Dora	Tavares	\$ 117 53	\$ 1 364 32	\$0 001022
Mt Dora	Umatilla	\$ 271 52	\$ 5 678 32	\$0 001022
Naples	Naples South East	\$ 193 53	\$ 3 496 42	\$0 001022
Naples	North Naples	\$ 193 53	\$ 3 496 42	\$0 001022
Naples Mooring	Naples South East	\$ 193 53	\$ 3 496 42	\$0 001022
Naples Mooring	North Naples	\$ 193 53	\$ 3 496 42	\$0 001022
Naples Southeast	North Naples	\$ 193 53	\$ 3 496 42	\$0 001022
Niceville	Shalimar	\$ 193 53	\$ 3 496 42	\$0 001022
North Cape Coral	North Fort Myers	\$ 269 03	\$ 5 713 25	\$0 001022
North Cape Coral	Pine Island	\$ 308 03	\$ 7 077 57	\$0 001022
North Cape Coral	Sanibel-Captiva Islands	\$ 308 03	\$ 7 077 57	\$0 001022
North Fort Myers	Pine Island	\$ 94 27	\$ 1 364 32	\$0 001022
North Fort Myers	Sanibel-Captiva Islands	\$ 94 27	\$ 1 364 32	\$0 001022
Ocala	Citra*	\$ 363 80	\$ 6 992 84	\$0 001022
Ocala	Dunnellon*	\$ 245 29	\$ 4 860 74	\$0 001022
Ocala	McIntosh*	\$ 363 80	\$ 6 992 84	\$0 001022
Ocala	Ocklawaha	\$ 94 27	\$ 1 364 32	\$0 001022
Ocala	Orange Springs*	\$ 363 80	\$ 6 992 84	\$0 001022
Ocala	Salt Springs	\$ 526 54	ICB	\$0 001022
Ocala	Shady Road	\$ 193 53	\$ 3 496 42	\$0 001022
Ocala	Silver Springs	\$ 211 80	\$ 3 546 22	\$0 001022
Ocala	Silver Springs Shores	\$ 94 27	\$ 1 364 32	\$0 001022
Ocklawaha	Citra*	\$ 264 54	\$ 4 860 74	\$0 001022
Ocklawaha	Dunnellon*	\$ 297 05	\$ 6 225 06	\$0 001022
Ocklawaha	McIntosh*	\$ 264 54	\$ 4 860 74	\$0 001022
Ocklawaha	Orange Springs*	\$ 264 54	\$ 4 860 74	\$0 001022
Ocklawaha	Salt Springs	\$ 578 30	ICB	\$0 001022
Ocklawaha	Silver Springs Shores	\$ 94 27	\$ 1 364 32	\$0 001022
Orange City	DeBary*	\$ 94 27	\$ 1 364 32	\$0 001022
Orange City	DeLand*	\$ 94 27	\$ 1 364 32	\$0 001022
Orange City	DeLeon Springs*	\$ 94 27	\$ 1 364 32	\$0 001022
Panacea	Alligator Point	\$ 835 55	ICB	\$0 001022
Panacea	Sopchoppy	\$ 524 05	ICB	\$0 001022
Panacea	St Marks	\$ 340 54	ICB	\$0 001022
Panacea	Tallahassee	\$ 524 05	ICB	\$0 001022
Pine Island	Sanibel-Captiva Islands	\$ 94 27	\$ 1 364 32	\$0 001022
Reedy Creek	Celebration*	\$ 169 29	\$ 2 728 64	\$0 001022
Reedy Creek	East Orange*	\$ 218 09	\$ 4 092 96	\$0 001022
Reedy Creek	Lake Buena Vista*	\$ 169 29	\$ 2 728 64	\$0 001022
Reedy Creek	Orlando*	\$ 218 09	\$ 4 092 96	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Reedy Creek	West Kissimmee	\$ 117 53	\$ 1 364 32	\$0 001022
Reedy Creek	Windermere	\$ 195 52	\$ 2 728 64	\$0 001022
Reedy Creek	Winter Garden	\$ 117 53	\$ 1 364 32	\$0 001022
Reedy Creek	Winter Park	\$ 169 29	\$ 2 728 64	\$0 001022
Reynolds Hill	Westville	\$ 264 54	\$ 6 495 90	\$0 001022
Salt Springs	Citra*	\$ 696 81	ICB	\$0 001022
Salt Springs	Dunnellon	\$ 732 29	ICB	\$0 001022
Salt Springs	McIntosh*	\$ 696 81	ICB	\$0 001022
Salt Springs	Orange Springs*	\$ 696 81	ICB	\$0 001022
Salt Springs	Silver Springs Shores	\$ 578 30	ICB	\$0 001022
San Antonio	Triacoochee	\$ 195 52	\$ 2 728 64	\$0 001022
San Antonio	Zephyrhills*	\$ 169 29	\$ 2 728 64	\$0 001022
Santa Rosa Beach	Seagrove Beach	\$ 117 53	\$ 1 364 32	\$0 001022
Sebring	Spring Lake	\$ 170 27	\$ 3 496 42	\$0 001022
Shalimar	Valparaiso	\$ 193 53	\$ 3 496 42	\$0 001022
Silver Springs Shores	Citra*	\$ 264 54	\$ 4 860 74	\$0 001022
Silver Springs Shores	Dunnellon*	\$ 297 05	\$ 6 225 06	\$0 001022
Silver Springs Shores	McIntosh*	\$ 264 54	\$ 4 860 74	\$0 001022
Silver Springs Shores	Orange Springs*	\$ 264 54	\$ 4 860 74	\$0 001022
Sopchoppy	Alligator Point*	\$ 665 28	ICB	\$0 001022
Sopchoppy	Carrabelle*	\$ 665 28	ICB	\$0 001022
Sopchoppy	St Marks	\$ 524 05	ICB	\$0 001022
Sopchoppy	Tallahassee	\$ 353 78	\$ 7 293 41	\$0 001022
St Cloud	Celebration*	\$ 143 06	\$ 2 728 64	\$0 001022
St Cloud	West Kissimmee	\$ 94 27	\$ 1 364 32	\$0 001022
St Marks	Alligator Point*	\$ 835 55	ICB	\$0 001022
St Marks	Tallahassee	\$ 524 05	ICB	\$0 001022
Starke	Keystone Heights*	\$ 349 29	\$ 7 258 48	\$0 001022
Starke	Raiford*	\$ 349 29	\$ 7 258 48	\$0 001022
Tallahassee-Calhoun	Alligator Point*	\$ 363 80	\$ 6 992 84	\$0 001022
Tallahassee-Calhoun	Bristol*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee-Calhoun	Carrabelle*	\$ 363 80	\$ 6 992 84	\$0 001022
Tallahassee-Calhoun	Chattahoochee*	\$ 363 80	\$ 6 992 84	\$0 001022
Tallahassee-Calhoun	Greensboro*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee-Calhoun	Gretna*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee-Calhoun	Havana*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee-Calhoun	Hosford*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee-Calhoun	Quincy*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee-Calhoun	Tallahassee-FSU	\$ 117 53	\$ 1 364 32	\$0 001022
Tallahassee-Calhoun	Tallahassee-Mabry	\$ 117 53	\$ 1 364 32	\$0 001022
Tallahassee-Calhoun	Tallahassee-Perkins	\$ 117 53	\$ 1 364 32	\$0 001022
Tallahassee-Calhoun	Tallahassee-Willis	\$ 117 53	\$ 1 364 32	\$0 001022
Tallahassee-Calhoun	Tallahassee-Thomasville	\$ 195 52	\$ 2 728 64	\$0 001022
Tallahassee-FSU	Alligator Point*	\$ 441 79	ICB	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Tallahassee-FSU	Bristol*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-FSU	Carrabelle*	\$ 441 79	ICB	\$0 001022
Tallahassee-FSU	Chattahoochee*	\$ 441 79	ICB	\$0 001022
Tallahassee-FSU	Greensboro*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-FSU	Gretna*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-FSU	Havana*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-FSU	Hosford*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-FSU	Quincy*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-FSU	Tallahassee-Mabry	\$ 117 53	\$ 1,364 32	\$0 001022
Tallahassee-FSU	Tallahassee-Perkins	\$ 117 53	\$ 1,364 32	\$0 001022
Tallahassee-FSU	Tallahassee-Willis	\$ 117 53	\$ 1,364 32	\$0 001022
Tallahassee-FSU	Tallahassee-Thomasville	\$ 195 52	\$ 2,728 64	\$0 001022
Tallahassee-Mabry	Alligator Point*	\$ 441 79	ICB	\$0 001022
Tallahassee-Mabry	Bristol*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Mabry	Carrabelle*	\$ 441 79	ICB	\$0 001022
Tallahassee-Mabry	Chattahoochee*	\$ 441 79	ICB	\$0 001022
Tallahassee-Mabry	Greensboro*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Mabry	Gretna*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Mabry	Havana*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Mabry	Hosford*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Mabry	Quincy*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Mabry	Tallahassee-Perkins	\$ 117 53	\$ 1,364 32	\$0 001022
Tallahassee-Mabry	Tallahassee-Willis	\$ 117 53	\$ 1,364 32	\$0 001022
Tallahassee-Mabry	Tallahassee-Thomasville	\$ 195 52	\$ 2,728 64	\$0 001022
Tallahassee-Perkins	Alligator Point*	\$ 441 79	ICB	\$0 001022
Tallahassee-Perkins	Bristol*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Perkins	Carrabelle*	\$ 441 79	ICB	\$0 001022
Tallahassee-Perkins	Chattahoochee*	\$ 441 79	ICB	\$0 001022
Tallahassee-Perkins	Greensboro*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Perkins	Gretna*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Perkins	Havana*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Perkins	Hosford*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Perkins	Quincy*	\$ 169 29	\$ 2,728 64	\$0 001022
Tallahassee-Perkins	Tallahassee-Willis	\$ 117 53	\$ 1,364 32	\$0 001022
Tallahassee-Perkins	Tallahassee-Thomasville	\$ 195 52	\$ 2,728 64	\$0 001022
Tallahassee-Willis	Alligator Point*	\$ 441 79	ICB	\$0 001022
Tallahassee-Willis	Bristol*	\$ 94 27	\$ 1,364 32	\$0 001022
Tallahassee-Willis	Carrabelle*	\$ 441 79	ICB	\$0 001022
Tallahassee-Willis	Chattahoochee*	\$ 441 79	ICB	\$0 001022
Tallahassee-Willis	Greensboro*	\$ 94 27	\$ 1,364 32	\$0 001022
Tallahassee-Willis	Gretna*	\$ 94 27	\$ 1,364 32	\$0 001022
Tallahassee-Willis	Havana*	\$ 94 27	\$ 1,364 32	\$0 001022
Tallahassee-Willis	Hosford*	\$ 94 27	\$ 1,364 32	\$0 001022
Tallahassee-Willis	Quincy*	\$ 94 27	\$ 1,364 32	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Tallahassee Blairstone	Alligator Point*	\$ 441 79	ICB	\$0 001022
Tallahassee Blairstone	Bristol*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Carrabelle*	\$ 441 79	ICB	\$0 001022
Tallahassee Blairstone	Chattahoochee*	\$ 441 79	ICB	\$0 001022
Tallahassee Blairstone	Greensboro*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Gretna*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Havana*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Hosford*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Quincy*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Tallahassee-Calhoun	\$ 117 53	\$ 1 364 32	\$0 001022
Tallahassee Blairstone	Tallahassee-FSU	\$ 195 52	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Tallahassee-Mabry	\$ 117 53	\$ 1 364 32	\$0 001022
Tallahassee Blairstone	Tallahassee-Perkins	\$ 195 52	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Tallahassee-Willis	\$ 117 53	\$ 1 364 32	\$0 001022
Tallahassee Blairstone	Tallahassee-Thomasville	\$ 195 52	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Alligator Point*	\$ 519 78	ICB	\$0 001022
Tallahassee Thomasville	Bristol*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Carrabelle*	\$ 519 78	ICB	\$0 001022
Tallahassee Thomasville	Chattahoochee*	\$ 519 78	ICB	\$0 001022
Tallahassee Thomasville	Greensboro*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Gretna*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Havana*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Hosford*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Quincy*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Tallahassee-Willis	\$ 117 53	\$ 1 364 32	\$0 001022
Tavares	Umatilla	\$ 271 52	\$ 5 678 32	\$0 001022
Triacoochee	Zephyrhills*	\$ 169 29	\$ 2 728 64	\$0 001022
Wauchula	Zolfo Springs	\$ 170 27	\$ 3 496 42	\$0 001022
West Kissimmee	Celebration*	\$ 94 27	\$ 1 364 32	\$0 001022
West Kissimmee	Haines City*(427)	\$ 245 29	\$ 4 860 74	\$0 001022
Williston	Bronson*	\$ 94 27	\$ 1 364 32	\$0 001022
Windermere	Celebration*	\$ 218 09	\$ 4 092 96	\$0 001022
Windermere	East Orange*	\$ 218 09	\$ 4 092 96	\$0 001022
Windermere	Lake Buena Vista*	\$ 218 09	\$ 4 092 96	\$0 001022
Windermere	Orlando*	\$ 218 09	\$ 4 092 96	\$0 001022
Windermere	Winter Garden	\$ 117 53	\$ 1 364 32	\$0 001022
Windermere	Winter Park	\$ 169 29	\$ 2 728 64	\$0 001022
Winter Garden	Celebration*	\$ 169 29	\$ 2 728 64	\$0 001022
Winter Garden	East Orange*	\$ 143 06	\$ 2 728 64	\$0 001022
Winter Garden	Lake Buena Vista*	\$ 169 29	\$ 2 728 64	\$0 001022
Winter Garden	Orlando*	\$ 143 06	\$ 2 728 64	\$0 001022
Winter Garden	Winter Park	\$ 94 27	\$ 1 364 32	\$0 001022
Winter Park	Celebration*	\$ 143 06	\$ 2 728 64	\$0 001022
Winter Park	East Orange*	\$ 94 27	\$ 1 364 32	\$0 001022

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Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Winter Park	Geneva*	\$ 94 27	\$ 1,364 32	\$0 001022
Winter Park	Lake Buena Vista*	\$ 143 06	\$ 2,728 64	\$0 001022
Winter Park	Oriando*	\$ 94 27	\$ 1,364 32	\$0 001022
Winter Park	Oviedo*	\$ 94 27	\$ 1,364 32	\$0 001022
Winter Park	Sanford*	\$ 94 27	\$ 1,364 32	\$0 001022

Dedicated Intra-Office Transport Rates:

Office	Dedicated DS1	Dedicated DS3
Afford	\$ 117 53	\$ 1,364 32
Altamonte Springs	\$ 105 90	\$ 1,364 32
Alva	\$ 185 61	\$ 3,524 66
Apopka	\$ 105 90	\$ 1,364 32
Astor	\$ 193 53	\$ 4,314 00
Baker	\$ 170 27	\$ 4,314 00
Bellevue	\$ 149 72	\$ 2,634 77
Beverly Hills	\$ 269 03	\$ 4,314 00
Bonifay	\$ 132 27	\$ 3,247 95
Bonita Springs	\$ 193 53	\$ 3,496 42
Bowling Green	\$ 143 90	\$ 2,430 37
Buenaventura Lakes	\$ 94 27	\$ 2,181 90
Bushnell	\$ 193 53	\$ 3,496 42
Cape Coral	\$ 269 03	\$ 5,713 25
Casselberry	\$ 105 90	\$ 1,364 32
Chassahowitzka	\$ 181 65	\$ 3,247 95
Cherry Lake	\$ 255 02	\$ 5,894 16
Clermont	\$ 142 86	\$ 2,075 02
Cottondale	\$ 117 53	\$ 1,364 32
Crawfordville	\$ 231 44	\$ 5,307 14
Crestview	\$ 94 27	\$ 1,364 32
Crystal River	\$ 269 03	\$ 4,314 00
Cypress Lake	\$ 162 78	\$ 3,188 97
Dade City	\$ 109 78	\$ 1,364 32
DeFuniak Springs	\$ 178 02	\$ 4,041 47
Deltona Lakes	\$ 94 27	\$ 2,181 90
Destin	\$ 155 53	\$ 2,430 37
East Fort Myers	\$ 185 61	\$ 3,524 66
Eustis	\$ 117 53	\$ 1,364 32
Forest	\$ 193 53	\$ 4,314 00
Fort Meade	\$ 94 27	\$ 1,364 32
Fort Myers Regional Airport	\$ 193 53	\$ 3,496 42
Fort Myers	\$ 185 61	\$ 3,524 66
Fort Myers Beach	\$ 94 27	\$ 1,364 32
Fort Walton Beach	\$ 143 90	\$ 2,430 37
Freeport	\$ 193 53	\$ 3,496 42
Glendale	\$ 170 27	\$ 4,314 00
Golden Gate	\$ 193 53	\$ 3,496 42
Goldenrod	\$ 105 90	\$ 1,364 32
Grand Ridge	\$ 117 53	\$ 1,364 32

Office	Dedicated DS1	Dedicated DS3
Greenville	\$ 181 90	\$ 3,905 21
Greenwood	\$ 117 53	\$ 1,364 32
Groveland	\$ 181 90	\$ 3,905 21
Highlands	\$ 105 90	\$ 1,773 11
Homosassa Spgs	\$ 269 03	\$ 4,314 00
Howey-in-The-Hills	\$ 170 27	\$ 4,314 00
Inverness	\$ 181 65	\$ 3,247 95
Kenansville	\$ 193 53	\$ 3,496 42
Kingsley Lake	\$ 255 02	\$ 5,894 16
Kissimmee	\$ 143 90	\$ 2,430 37
Lady Lake	\$ 193 53	\$ 4,314 00
Lake Brantley	\$ 94 27	\$ 1,364 32
Lake Helen	\$ 94 27	\$ 2,181 90
Lawley	\$ 255 02	\$ 5,894 16
Lee	\$ 94 27	\$ 2,181 90
Leesburg	\$ 117 53	\$ 1,364 32
Lehigh Acres	\$ 193 53	\$ 3,496 42
Madison	\$ 173 19	\$ 4,130 02
Maitland	\$ 94 27	\$ 1,364 32
Malone	\$ 117 53	\$ 1,364 32
Marco Island	\$ 193 53	\$ 3,496 42
Marianna	\$ 105 90	\$ 1,364 32
Monticello	\$ 193 53	\$ 3,496 42
Montverde	\$ 170 27	\$ 4,314 00
Mt Dora	\$ 117 53	\$ 1,364 32
Naples	\$ 193 53	\$ 3,496 42
Naples Moorings	\$ 193 53	\$ 3,496 42
Naples Southeast	\$ 193 53	\$ 3,496 42
Niceville	\$ 193 53	\$ 3,496 42
North Cape Coral	\$ 269 03	\$ 5,713 25
North Fort Myers	\$ 94 27	\$ 1,364 32
North Naples	\$ 193 53	\$ 3,496 42
Ocala	\$ 135 11	\$ 2,075 02
Oklawaha	\$ 94 27	\$ 1,364 32
Orange City	\$ 94 27	\$ 1,364 32
Panacea	\$ 170 27	\$ 4,314 00
Pine Island	\$ 94 27	\$ 1,364 32
Ponce de Leon	\$ 170 27	\$ 4,314 00
Reedy Creek	\$ 117 53	\$ 1,364 32
Reynolds Hill	\$ 94 27	\$ 2,181 90

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Office	Dedicated DS1	Dedicated DS3
Salt Springs	\$ 255 02	\$ 5,894 16
San Antonio	\$ 117 53	\$ 1,364 32
Sanibel-Captiva Islands	\$ 181 65	\$ 3,538 79
Santa Rosa Beach	\$ 155 53	\$ 2,430 37
Seagrove Beach	\$ 117 53	\$ 1,364 32
Sebring	\$ 170 27	\$ 3,496 42
Shady Road	\$ 193 53	\$ 3,496 42
Shalimar	\$ 193 53	\$ 3,496 42
Silver Springs	\$ 105 90	\$ 1,773 11
Silver Springs Shores	\$ 94 27	\$ 1,364 32
Sneads	\$ 117 53	\$ 1,364 32
Sopchoppy	\$ 353 78	\$ 7,293 41
South Fort Myers	\$ 193 53	\$ 3,496 42
Spring Lake	\$ 170 27	\$ 3,496 42
St. Cloud	\$ 94 27	\$ 1,364 32
St. Marks	\$ 170 27	\$ 4,314 00
Starke	\$ 255 02	\$ 5,894 16
Tallahassee-Calhoun	\$ 155 53	\$ 2,430 37
Tallahassee-FSU	\$ 117 53	\$ 1,364 32
Tallahassee-Mabry	\$ 117 53	\$ 1,364 32
Tallahassee-Perkins	\$ 117 53	\$ 1,364 32
Tallahassee-Willis	\$ 105 90	\$ 1,364 32
Tallahassee Blairstone	\$ 117 53	\$ 1,364 32
Tallahassee Thomasville	\$ 117 53	\$ 1,364 32
Tavares	\$ 117 53	\$ 1,364 32
Tlacochochee	\$ 117 53	\$ 1,364 32
Umatilla	\$ 155 53	\$ 2,839 16
Vaiparaiso	\$ 193 53	\$ 3,496 42
Wauchula	\$ 170 27	\$ 3,496 42
West Kissimmee	\$ 94 27	\$ 1,364 32
Westville	\$ 170 27	\$ 4,314 00
Wildwood	\$ 193 53	\$ 4,314 00
Williston	\$ 94 27	\$ 1,364 32
Windermere	\$ 117 53	\$ 1,364 32
Winter Garden	\$ 105 90	\$ 1,364 32
Winter Park	\$ 94 27	\$ 1,364 32
Zolfo Springs	\$ 170 27	\$ 3,496 42

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PART C --ATTACHMENT II

INTERCONNECTION

A. **Scope** - Carrier shall interconnect with Company's facilities as follows at Parity for the purpose of routing or terminating traffic:

1. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI"). Until such time as the Parties agree to interconnect at one or more of Company's Tandem Switches, for purposes of this Agreement, said POIs are limited to Company end office switches, unless otherwise mutually agreed to by the parties. The POIs are the point(s) of physical interconnection as identified in Attachment V attached hereto and incorporated herein by this reference. Carrier must establish at least one physical POI per LATA as long as LATAs are required by state or federal regulation. Carrier may also establish Virtual Rate Centers (VRCs).

A VRC is only permitted when the chosen virtual exchange meets the following criteria:

- a) it is a Company exchange,
 - b) it is served by the same access tandem and is within the same NPA, LATA and ROA as the exchange where Carrier's Type 2A interconnection exists, and
 - c) it is in a different local calling area than the exchange where Carrier's interconnection exists.
2. Interconnection to a Company End Office(s) will provide Carrier access only to the NXX codes served by that individual End Office(s) to which Carrier interconnects.
 3. Should the parties agree to interconnection at a Company Tandem(s), such interconnection will provide Carrier local interconnection for local and toll access service purposes to the Company end offices and NXX codes which interconnect with that Tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s). Interconnection to a Company tandem for transit purposes will provide Carrier interexchange access to Company, Interexchange Carriers ("IXCs"), CLECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company tandem serving that exchange will also provide Carrier access to Company's End Offices with the same functionality described in (2) above.

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- 4 Interconnection to a Carrier location within an MTA will provide Company local interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.
 - 5 Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
 - 6 Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Company agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request.
 - 7 The provisions of this Section shall apply to Company's interconnection to Carrier's network for the purpose of routing all the types of traffic.
- B. Exchange of Traffic** - Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:
- 1 The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches.
 - 2 When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., intra/interMTA), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.
 - 3 The Parties agree to offer and provide to each other Extended Superframe Format with B8ZS line code ("ESF/B8ZS"). Where either Party's facilities are not ESF/B8ZS compatible, the Parties will use Alternate Mark Inversion Format ("AMI") interconnection protocol on an interim basis until their equipment is upgraded in the normal course of business to achieve compatibility with the ESF/B8ZS protocol. Where Sprint's facilities are not ESF/B8ZS compatible, Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
 - 4 Where available, Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection.

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trunks. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to Carrier

- 5 In the event SS7 facilities are not available from Company, Carrier may, at its option, obtain multi-frequency signaling
- 6 Where available, Company agrees to provide CIP (carrier identification parameter) within Carrier's SS7 call set-up signaling protocol at no charge.
- 7 Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users
- 8 The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users. Either Party is responsible for ordering facilities to terminate traffic to the other Party. When two-way trunking is employed, the Parties will select a mutually agreeable automated ordering process.

C. Types of Traffic and Services - The types of traffic to be exchanged under this Agreement include:

- 1 Local Traffic For the purposes of compensation between Carrier and Company under this Agreement for Interconnection, traffic to or from a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5) of the Act. This shall not affect the classification of any such traffic which originates from or terminates to Carrier for other purposes. The classification of said traffic for any such other purpose shall be determined in accordance with Commission-approved local calling areas
- 2 Switched access traffic as specifically defined in Company's state and interstate switched access tariffs to the extent that said traffic does not originate and terminate within the same MTA, and generally identified as that traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users, when the traffic transits the other Party's network. To the extent switched access traffic cannot be measured, percent usage factors will be developed by Carrier to determine intra/interMTA traffic and intra/interstate traffic
- 3 Transit traffic. This is any traffic which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network

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- 4 IntraLATA toll traffic. This traffic is defined in accordance with Company's then-current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.
- 5 Ancillary traffic. This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - a Directory Assistance;
 - b 911/E911;
 - c Operator call termination (busy line interrupt and verify);
 - d LIDB; and
 - e Information services requiring special billing. (e.g., 900 and 950)
- 6 To the extent network and contractual arrangements exist throughout the term of this Agreement, Company will provide intermediary tandem switching and transport services for Carrier's connection of its end-user to a local end-user of (a) CLECs; (b) another incumbent local exchange telecommunications Carrier other than Company; (c) IXC's, and (d) other CMRS carriers.
- 7 Company agrees not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Company and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Company recording equipment to be installed for sampling purposes in conjunction with such audit. Company may contract directly with other CMRS carriers using Carrier's network for transit functions, and in such case, Company shall directly bill termination charges to the other CMRS carrier.

D. Compensation

- 1 Local Traffic Terminating to Company. Each rate element utilized in completing a call shall be charged for completion of that call. When Carrier uses VRCs, each Company rate element utilized in completing a call to the VRC shall be charged to Carrier for completion of that call; however, physical interconnection is not required. For example a call terminating from Carrier over Company facilities to a Company end office through a Company tandem would include charges from Company to Carrier for transport to the tandem, tandem switching, transport to the end office and end office switching. The rates set forth on Part C, Attachment I, Exhibit 1 shall be used for the rate elements described, subject to the terms of Part A, Section 2.2 and 2.3.

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- a Termination (End Office Switching) The rates set forth on Exhibit 1 shall be used. However, in the event, the Commission does establish rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the Commission shall be implemented in this Agreement in accordance with the provisions of Section 2.2 of Attachment A.
 - b Transport Transport shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rate, terms and conditions adopted by the Commission shall be implemented herein in accordance with the provisions of Section 2.2 of Attachment A.
 - c Tandem Charge. Tandem switching shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rate, terms and conditions adopted by the Commission shall be implemented herein in accordance with the provisions of Section 2.2 of Attachment A.
 - d Additions to an existing and/or new line-side connection between a CMRS provider's switch and Company's central office, or a trunk-side connection, will be subject to a non-recurring charge using the rates set forth in Table 1 of Attachment I.
- 2 Local Traffic Terminating to Carrier. Carrier shall charge Company for only those rate elements utilized in completing a call. Carrier shall charge a single end office switching charge for each call completion that requires use of one MSC. For each call completion requiring use of more than one MSC, all MSCs prior to the last will create a tandem switching charge and the final MSC will create an end office charge. Carrier may also charge for transport between the MSCs; however, such transport will not include facilities from Carrier's MSC to cell site or from the cell site to the end user. For example, a call terminating from Company over Carrier facilities through two Carrier MSCs would include charges from Carrier to Company for transport from the Company tandem, tandem switching, transport to the final MSC, and end office switching.
 - 3 Should Carrier interconnect at multiple End Offices, Carrier shall charge the appropriate rate for each End Office. To the extent that Carrier does not have the necessary information or capability to bill Company based upon actual traffic.

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Carrier shall bill Company based upon a percentage of the traffic volumes billed from Company to Carrier. Carrier shall not charge Company the Tandem switching component of the charges except as described in the preceding paragraph. This billing arrangement assumes that the percentage to be used by Carrier for billing to Company is based on the relative traffic originated on one party's network and terminated by the other party's network, and such relative usage percentages shall be further adjusted to account for any paging and inter-MTA traffic that may be terminating to Carrier from Company. Except as otherwise provided in this Agreement, this shall be the only charge for traffic terminating from Company to Carrier.

3.1 During the first six months of this Agreement, the percentage of Company billing to Carrier to be used by Carrier for billing to Company shall be 25%. This assumes that approximately 80% of the total traffic between Carrier and Company is Company terminating traffic and that approximately 20% of the total traffic between Carrier and Company is Carrier terminating traffic. During the first six months of this Agreement, Carrier and Company shall jointly perform traffic studies to determine the actual percentages for traffic between Carrier and Company including adjustments for paging and inter-MTA traffic. Upon completion of this traffic study, the parties shall amend this agreement to reflect the revised percentages and any amounts billed by one party to the other to that point in time shall be adjusted to true-up to the revised percentages.

- 4 InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.
- 5 Transit traffic shall be compensated based on charges associated with the functionality provided, (e.g., end office switching, tandem switching and transport), where applicable.
- 6 Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.
- 7 Sprint will not reciprocally compensate Carrier for paging traffic terminated by Carrier until such time as Carrier has filed relevant cost studies with the pertinent state Commissions and these cost studies have been approved by the pertinent state Commissions. The traffic ratios specified in Section D(3) of Attachment II ("Interconnection") have been adjusted to reflect the parties'

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estimate of the percentage of traffic terminated by Carrier which comprises paging traffic. This estimate shall be subject to audit at either party request, per Section 5 of the Agreement

E. Billing

- 1 Company and Carrier agree to conform to MECAB and MECOD guidelines, where possible, until such time as Carrier develops its own billing system. Once such system is developed, Carrier must coordinate with Company for the implementation and exchange of Billing Account Reference and Bill Account Cross Reference information as well as the Initial Billing Company/Subsequent Billing Company billing cycles in conformance with MECAB and MECOD guidelines

- 2 Interconnection meet point billing arrangements will be made available to Carrier. For construction of new facilities, Company shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is greater. Or, should Carrier prefer, new interconnection facilities may be provisioned via Carrier lease of tariffed services from Company. Special construction charges, if applicable, will be charged in accordance with the Company's access service tariff

For existing facilities, Company and Carrier shall establish a mutually agreeable traffic exchange percentage to split the cost of the interconnection facilities. Initially the percentage of the total traffic will be set at approximately 80% Carrier originated traffic and approximately 20% Company originated traffic until such time as an actual traffic study can be conducted to determine the actual percentage. During the first six months of this Agreement, Carrier and Company shall jointly perform traffic studies to determine the actual percentages for traffic between Carrier and Company including adjustments for paging and inter-MTA traffic. Upon completion of this traffic study, the parties shall amend this agreement to reflect the revised percentages and any amount billed by one party to the other will be adjusted to true-up to the revised percentages

After the first six months, both parties agree to implement Reciprocal Compensation for dedicated interconnection trunks based on actual percentage usage as determined through traffic studies upon the request of either party. Under this methodology, each trunk or trunk group will be studied for traffic patterns and compensated based upon the results of the traffic study. Any adjustment made based on such traffic studies will be implemented prospectively from the time of the adjustment. Each Party will compensate the other Party for the termination of traffic on its interconnection facilities as provided in D above

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- 3 No discrete development charges shall be imposed on Carrier or Company for the establishment of standard meet point billing arrangements
- 4 Carrier and Company agree to implement industry standard CARE records for correct provisioning and billing to IXCs
- 5 Exchange of Records
 - a Carrier and Company agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Company further agree they will work toward implementing a record exchange process in accordance with industry standards
 - b Carrier and Company agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Company further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Company agree to work towards implementation of these standards
- 6 Company and Carrier agree to exchange test files to support implementation of billing prior to live bill production. Carrier and Company agree to provide a report of actual measured traffic or a PLU report in an agreed upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.

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Part C --ATTACHMENT III

NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

- 1 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
- 2 Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- 3 Company agrees to work toward having service centers available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.
- 4 **Notice of Network Event.** Each Party has the duty to alert the other, as far in advance as possible, to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than twenty-five percent of either Party's circuits in any exchange in a reasonable time frame.
- 5 **Notice of Network Change.** The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
- 6 The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when it responds to alarms for its own customers.
- 7 Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers.

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- B. Restoration of Service in the Event of Outages** - Company restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Company and Carrier in general. Third, should Company be providing or performing tandem switching functionality for Carrier, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

Carrier and Company will agree on a process for circuit and unbundled element provision and restoration whereby certain identified Carrier national security and emergency preparedness circuits will be afforded expedited restoral treatment and general trunking and interconnection should take priority over any other non-emergency Company network requirement.

- C. Service Projections** - Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

D. Quality of Service

- 1 Company shall provide Carrier with the same intervals and level of service provided by Company to its end-users or other carriers at any given time.
- 2 Interconnection quality of service should be at parity with that provided by the Company for its own services.
- 3 A blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
- 4 Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.
- 5 Company will make available to Carrier all of the unbundled elements it makes available to itself, its Affiliates or third parties. At a minimum, the unbundled

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elements available to Carrier shall include

- a) Treatment during overflow/congestion conditions,
- b) Equipment/interface protection,
- c) Power redundancy, and
- d) Sufficient spare facilities to ensure provisioning, repair, performance, and availability.

7 Carrier and Company will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained

E. Information

- 1 Company must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
- 2 Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.
- 3 Company and Carrier will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
- 4 Company shall provide Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks.
- 5 Company shall provide Carrier with its list of emergency numbers (e.g. seven digit PSAP numbers, police, fire, etc.). Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers.

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Part C --ATTACHMENT IV
ACCESS TO TELEPHONE NUMBERS

- A. **General Requirements** - It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.
- B. **Compensation** - To the extent that Company assigns NXXs, the Company will assign NXXs to Carrier at the same rates/charges it imposes upon itself
- C. **Quality of Service** - Upon request and for a reasonable administrative charge, Company will input Carrier's NXXs into its databases according to industry guidelines, including the terminating LATA in which the NXX/rate center is located

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Part C --ATTACHMENT V

PRESENT POINTS OF INTERCONNECTION

Clermont
Grassy Lake Road

Clewiston
113 E Ventura Avenue

Kissimmee
720 Donegan Avenue

Lake Brantley
LKBRLFXA1KD (Time Warner collocation)

Okeechobee
OKCBFLADCMO

Ocala
Grassy Lake Road, Clermont

Winter Park
(Meet point with BellSouth - ORLDFLYACM1)

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Part C --ATTACHMENT VI
BELLSOUTH CELLULAR CORP. AFFILIATES

FLORIDA

Orlando SMSA Limited Partnership

Jacksonville MSA Limited Partnership

Florida Cellular Service, Inc

Florida RSA No. 2B (Indian River) Limited Partnership

Orlando CGSA, Inc.

BellSouth Mobility Inc