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RECORDS AND
REPORTING

August 24, 1999

BY HAND DELIVERY

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

Re: Interim Traffic Termination and Billing
Agreement between VISTA and USLEC.
Docket No. 99-951-TP

Dear Ms. Bayo:

Enclosed for filing are the original and fifteen (15) copies of page 12 of the above-referenced Interim Traffic Termination and Billing Agreement. This page was inadvertently omitted from the original agreement when it was filed.

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

Thank you for your assistance in this matter.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Sincerely,

J. Jeffrey Wahlen
J. Jeffrey Wahlen

Enclosures

cc: Lynn B. Hall, w/encls.
Aaron D. Cowell, Jr., w/encls.

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- AFA _____
- APP _____
- CAF _____
- CMU Brown
- CTR _____
- EAG _____
- LEG 2
- MAS _____
- OPC _____
- PAI _____
- SEC 1
- WAW _____
- OTH Cy Coverter

DOCUMENT NUMBER-DATE

10093 AUG 24 99

FPSC-RECORDS/REPORTING

obligation, shall be excused for the period of such delay, hindrance or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention.

15. NO WAIVER.

15.1. No Waiver.

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

16. CONFIDENTIALITY OF PROPRIETARY DATA.

16.1. Confidentiality of Proprietary Data.

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and similar information (collectively, "**Confidential Information**"). The Confidential Information shall either be in writing or other tangible forms and clearly marked with a confidential, private or proprietary legend (except for all information reviewed pursuant to Article 7 which shall be protected hereunder, whether or not so marked) or when the Confidential Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Confidential Information shall be returned to the owner within a reasonable time not to exceed thirty (30) days from such Party's receipt of owner's request for same. Except as otherwise required by Law or the rules of the Commission, VISTA and US LEC agree not to disclose Confidential Information to any third party other than to their respective directors, officers, employees and agents and advisors (including, legal, financial and accounting advisors) as needed to effectuate this Agreement. If Confidential Information must be produced to the Commission, it shall be provided pursuant to the Commission's rule regarding confidential information.

M E M O R A N D U M

September 3, 1999

RECEIVED RISC
SEP-3 AM 11:03
RECORDS AND
REPORTING

TO: DIVISION OF RECORDS AND REPORTING
FROM: DIVISION OF LEGAL SERVICES (PEÑA) *kmp CB*
RE: DOCKET NO. 990951-TP - Request for approval of interim traffic termination and billing agreement between Vista-United Telecommunications and US LEC of Florida Inc.

1738-FOF

Attached is an ORDER APPROVING INTERIM TRAFFIC TERMINATION AND BILLING AGREEMENT to be issued in the above-referenced docket. (Number of pages in order - 3)

KMP/sa
Attachment
cc: Division of Communications
I:990951.kmp

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