



Susan S. Masterton  
Attorney

ORIGINAL

**Law/External Affairs**

FTLH00103

1313 Blair Stone Rd.

Tallahassee, FL 32301

Voice 850 599 1560

Fax 850 878 0777

susan.masterton@mail.sprint.com

March 11, 2005

Ms. Blanca Bayo', Director  
Division of the Commission Clerk  
& Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

COMMISSION  
CLERK

MAR 11 PM 4:49

RECEIVED FPSC

RE: Docket No. 040557-TP

Dear Ms. Bayo':

Enclosed are the original and two copies of the following:

Interconnection, Collocation and Resale Agreement & Amendment No. 1 for KMC  
Telecom III LLC

Interconnection, Collocation and Resale Agreement & Amendment No. 1 for KMC  
Telecom V, Inc.

Interconnection, Collocation and Resale Agreement & Amendment No. 1 for KMC Data  
LLC

The parties have settled the disputed issues in this docket relating to the Notice of  
Adoption filed by KMC on June 15, 2004, and, with these filings, Sprint is withdrawing  
its opposition to the adoption, subject to the acceptance of the Agreements and  
Amendments filed today.

If you have any questions, please call me at 599-1560.

SMP

COM

CTR

ECR

GCL

OPC

NMS

FCA

SCR

SEC

OTH

Sincerely,

Susan S. Masterton

Enclosures

Cc: Floyd Self, Esq., KMC  
Marva Brown Johnson, Esq., KMC  
Ann Marsh, FPSC  
Jeremy Susac, Esq., FPSC  
Janette Luehring, Esq., Sprint

DOCUMENT NUMBER-DATE

02452 MAR 11 '05

FPSC-COMMISSION CLERK

## **INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT**

This Interconnection, Collocation and Resale Agreement ("Agreement"), entered into this 24<sup>th</sup> day of February and effective the 14<sup>th</sup> day of June, 2004, is entered into by and between KMC Telecom V, Inc. (referred to herein as "KMC"), a Delaware corporation ("CLEC"), and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

**NOW THEREFORE**, the Parties agree as follows:

### **1. INTERCONNECTION AND RESALE AGREEMENT**

The Parties agree that the Agreement between the Parties shall consist of the MCImetro Access Transmission Services, L.L.C. and Sprint-Florida, Incorporated Interconnection and Resale Agreement dated March 1, 2002 (the "Adopted Agreement"). Except as otherwise agreed to in writing by the Parties, the Agreement shall reflect the same terms and conditions as the Adopted Agreement.

### **2. PARTIES**

CLEC is hereby substituted in the Adopted Agreement for MCImetro Access Transmission Services, L.L.C. and Sprint shall remain as the other Party to the Agreement.

### **3. TERM**

This Agreement shall have a termination date of February 28, 2005, which corresponds with the termination date of the Adopted Agreement.

### **4. NOTICES**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC: KMC Telecom Holdings, Inc.  
Interconnection Contract Management  
ATTENTION: Marva Brown Johnson  
1755 North Brown Road  
Lawrenceville, Georgia 30043  
Telephone Number: 678-985-7900  
Fax Number: 678-985-6213  
Email: [marva.johnson@kmctelecom.com](mailto:marva.johnson@kmctelecom.com)

With a copy to:

KMC Telecom Holdings, Inc.  
Office of the General Counsel/Legal Affairs  
1545 Route 206  
Bedminster, New Jersey 07921  
Telephone Number: 908-470-2100  
Fax Number: 908-719-8776

To Sprint: Director – Local Carrier Markets  
Sprint  
6450 Sprint Parkway  
Mailstop: KSOPHN0116-1B671  
Overland Park, KS 66251

With a copy to:

Sprint External Affairs  
Senior Attorney  
1313 Blairstone Road  
Tallahassee, FL 32301-3021

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

**“Sprint”**

By:



Name: William E. Cheek

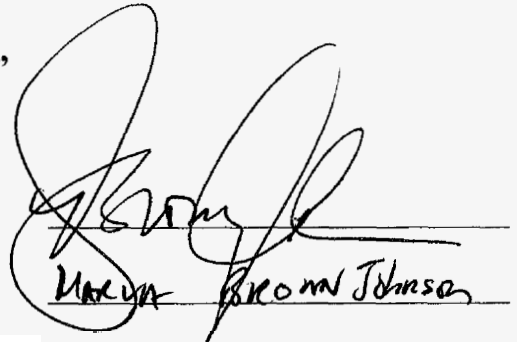
Title: AVP – Strategic Sales &  
Account Management

Date:

2/28/05

**“KMC”**

Name:



Title:

Vice President of Senior Counsel  
2/24/2005

**AMENDMENT NO. 1 TO  
INTERCONNECTION AND RESALE AGREEMENT  
BETWEEN  
SPRINT-FLORIDA, INCORPORATED AND KMC TELECOM V, INC.**

This Amendment No. 1 is made this 24<sup>th</sup> day of February, 2005, by and between Sprint-Florida, Incorporated ("Sprint") and KMC Telecom V, Inc. ("KMC") and effective June 14, 2004. (Sprint and KMC may be referred to individually as a "Party" and collectively as the "Parties").

**BACKGROUND:**

WHEREAS, the Parties entered into an Interconnection and Resale Agreement ("Agreement") effective June 14, 2004 for the state of Florida, which consists of an adoption of the Interconnection Agreement between Sprint and MCImetro Access Transmission Services, Inc. that was effective March 1, 2002.

WHEREAS, on February 1, 2002, Sprint elected to offer the interim compensation rates established by the Federal Communications Commission ("FCC") in its *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order") and wish to amend the Agreement to reflect such election.

WHEREAS, the Parties also wish to amend the Agreement to reflect the application of reciprocal compensation for Local Traffic consistent with the FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any Applicable Rules for the state of Florida.

WHEREAS, on October 18, 2004, the FCC issued an order granting, in part, the Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. 160(c) from Application of the ISP Remand Order in WC Docket No. 03-171, FCC 04-241 (hereinafter referred to as "*Core Forbearance Order*"). In the *Core Forbearance Order*, which became effective on October 8, 2004, the FCC granted the Core Communications, Inc. petition with respect to the growth caps and new markets rule originally set forth in the FCC's April 2001 *ISP Remand Order*.<sup>1</sup> Thus, the growth caps and new market rules are no longer in effect as of October 8, 2004.

WHEREAS, the Florida Public Service Commission ("FPSC"), in Docket No. 990649B, Order No. PSC-03-0058-FOF-TP, established new rates for unbundled network elements and related services and the parties wish to amend the Agreement to incorporate those rates,

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<sup>1</sup> *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) (*ISP Remand Order*), remanded, *Worldcom v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), cert. Denied, 538 U.S. 1-12 (2003).

In consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

**Amendment:**

Attachment I, Price Schedule, Table One is hereby deleted and replaced with the Table One attached to the Amendment No. 1.

1. **Definitions.** The following definitions are added or substituted to Part B of the agreement:
  - 1.1. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
  - 1.2. **“FCC Interim Intercarrier Compensation Mechanism”** means the interim intercarrier compensation mechanism established by the FCC in paragraphs 77-94 of the ISP Compensation Order.
  - 1.3. **“ISP-Bound Traffic”** for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) consistent with the ISP Compensation Order.
  - 1.4. **“Local Traffic,”** for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within Sprint’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. Notwithstanding, the Parties agree that if the Commission has defined the local calling area for purposes of reciprocal compensation in an order applicable to the Parties, the Parties will abide by that order. For this purpose, Local Traffic does not include any Information Access Traffic (*see* ISP Compensation Order); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a). Neither Party waives its’ rights to participate and fully present its’ respective positions in any proceeding dealing with the compensation for Internet traffic.

**2. Compensation Mechanisms.** Attachment 4 – Interconnection, section 2 - Compensation Mechanisms is hereby deleted in its entirety and replaced with the following terms.

2.1. All combined Local Traffic and ISP-Bound Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating minutes of use, on a state-wide basis, is presumed to be Section 251(b)(5) Traffic (“Local Traffic”). All combined Local Traffic and ISP-Bound Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic minutes of use, on a state-wide basis, is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the “ISP Compensation Order”.

2.2. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order.

**2.3. Local Traffic Rate.**

2.3.1. The rates to be charged for the exchange of Local Traffic are the rates set forth in Table One of the Agreement and are reflected below.

**2.3.2. Local Traffic Rate:**

|                       |            |
|-----------------------|------------|
| End Office:           | \$0.001408 |
| Tandem Switching:     | \$0.001231 |
| Common Transport:     | \$0.000814 |
| Combined Tandem Rate: | \$0.003453 |

**2.4. ISP-Bound Traffic**

2.4.1. Consistent with Sprint’s election of the FCC Interim Intercarrier Compensation Mechanism, ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. ISP-Bound Traffic will be compensated at the rates established by the FCC.

2.4.1.1. The terminating Party will bill the originating Party a rate of \$0.0007 per MOU for ISP-Bound Traffic delivered to the terminating Party, beginning on June 14, 2003 and through the termination of this Agreement.

2.5. The volume of ISP-Bound Traffic for which one Party may bill the other is subject to a growth cap through October 7, 2004. The growth cap will be applied as follows:

- 2.5.1. To determine the base-line for compensation purposes calculate the number of ISP-Bound Traffic minutes for which each Party was compensated during the first quarter of 2001, multiply times four and multiply that number by a ten percent (10%) growth factor (1.10). An additional ten percent growth factor (1.10) is calculated for 2002.
  - 2.5.2. From the effective date of this Agreement and through October 8, 2004, the Parties will compensate each other for ISP-Bound Traffic up to the number of ISP-Bound Traffic minutes for which each Party was compensated during 2002.
- 2.6. Consistent with Sprint's election of the FCC Interim Inter-carrier Compensation Mechanism, Information Access Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Inter-carrier Compensation Mechanism. Information Access Traffic will be compensated at the rates established by the FCC.
- 2.7. Effective October 8, 2004, the terminating Party will bill the originating Party a rate of \$0.0007 per minute of use for Information Access Traffic delivered to the terminating Party and no growth caps and/or new market rules shall apply to ISP-Bound Traffic.
- 2.8. If at any point after the Effective Date of this Amendment, Sprint no longer offers to terminate Local Traffic or Information Access Traffic at the FCC Rates set forth in subsection 4 for any carrier, including but not limited to CLECs and CMRS providers, Sprint shall notify KMC immediately of this choice and the rate of Information Access Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Table One of the Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this Section 4, they shall invoke the dispute resolution procedures in the Agreement.
- 2.9. The Parties agree that, for purposes of this Agreement, and expressly subject to the change in law provisions contained in Part A, Section 2.2 of the Agreement, KMC's switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any applicable state law. KMC has provided a letter of self-certification that it serves a geographic area comparable to the geographic area served by Sprint's tandem switch. Sprint has reviewed KMC's self-certification and agrees that for purposes of this Amendment No. 1, KMC meets the geographic

comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3) and applicable state law

**3. Miscellaneous Terms and Conditions**

- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 1 executed by authorized representatives of Sprint and KMC is made a part of and is incorporated into the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and KMC has caused this Amendment No. 1 to be executed by its duly authorized representatives.

**“Sprint”**

By:



Name :

William E. Cheek

Title:

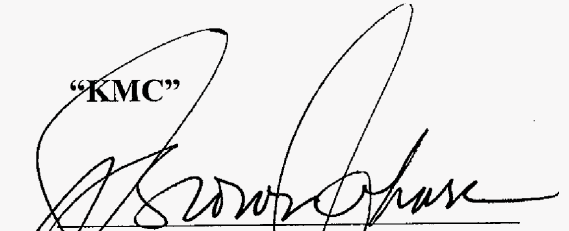
Assistant Vice President -  
Strategic Sales & Account  
Management

Date:

2/28/05

**“KMC”**

By:



Name:

Marva Brown Johnson

Title:

Vice President -Regulatory  
Affairs

Date:

2/24/2005

# ATTACHMENT I

Table One

| KEY CODES |       | SPRINT RATE ELEMENT COST SUMMARY: FLORIDA                                       |            |            |
|-----------|-------|---|------------|------------|
| MRC       | NRC   | DESCRIPTION   | MRC        | NRC        |
|           |       | <b>RESALE DISCOUNTS</b>   |            |            |
|           |       | Other than Operator / DA  | 19.40%     |            |
|           |       | Op Assist / DA  | 12.10%     |            |
|           |       | <b>USAGE FILE CHARGES</b>   | <b>MRC</b> | <b>NRC</b> |
| UF01      |       | Message Provisioning, per message   | \$0.00307  |            |
| UF02      |       | Data Transmission, per message  | \$0.00000  |            |
|           | DB008 | Media Charge - per CD (Price reflects shipping via regular U.S. Mail)           |            | \$18.00    |
|           |       | <b>OTHER CHARGES</b>  | <b>MRC</b> | <b>NRC</b> |
|           | UP026 | Temporary Suspension of Service for UNE-P / Resale - <b>SUSPEND</b>             |            | \$0.00     |
|           | UP027 | Temporary Suspension of Service for UNE-P / Resale - <b>RESTORE</b>             |            | \$21.00    |
|           | UP028 | PIC Change Charge, per change   |            | \$5.00     |
|           | DA030 | Operator Assistance / Directory Assistance Branding                             |            | ICB        |
|           |       | <b>UNE LOOP, TAG &amp; LABEL / RESALE TAG &amp; LABEL</b>                       | <b>MRC</b> | <b>NRC</b> |
|           | OC015 | Tag and Label on a new install loop or resale                                   |            | \$4.72     |
|           | OC013 | Tag and Label on a reinstall loop or an existing loop or resale                 |            | \$9.44     |
|           | OC014 | Tag and Label on an add'l loop or resale on the same order at the same location |            | \$3.78     |
|           |       | <b>TRIP CHARGE</b>  | <b>MRC</b> | <b>NRC</b> |
|           | OC003 | Trip Charge   |            | \$18.88    |
|           |       | <b>RATE ELEMENT</b>   | <b>MRC</b> | <b>NRC</b> |
|           |       | <b>SERVICE ORDER / INSTALLATION / REPAIR</b>                                    |            |            |
|           | SO001 | Manual Service Order  |            | \$28.10    |
|           | SO002 | Manual Service Order - Listing Only   |            | \$14.81    |
|           | SO003 | Manual Service Order - Change Only  |            | \$13.76    |
|           | SO004 | Electronic Service Order  |            | \$3.82     |
|           | SO005 | Electronic Service Order - Listing Only   |            | \$0.42     |
|           | SO006 | Electronic Service Order - Change Only  |            | \$1.66     |
|           | OC008 | 2-Wire Loop Cooperative Testing   |            | \$46.71    |
|           | OC009 | 4-Wire Loop Cooperative Testing   |            | \$66.99    |
|           | OC010 | Trouble Isolation Charge  |            | \$48.47    |
|           |       |   |            |            |
|           | OC017 | LNP Coordinated Conversion - Lines 1-10   |            | \$47.33    |
|           | OC018 | LNP Coordinated Conversion - each additional line                               |            | \$4.24     |
|           | OC023 | LNP Conversion - 10-Digit Trigger   |            | \$0.00     |
|           |       | <b>UNE to Special Access Conversion</b>   |            |            |
|           | OC021 | DS1, per line   |            | \$76.71    |
|           | OC022 | DS3, per line   |            | ICB        |

|       |       | UNBUNDLED NETWORK ELEMENTS (UNE)                 |         |          |
|-------|-------|--|---------|----------|
|       |       | STAND ALONE NID                                  | MRC     | NRC      |
| OC019 | OC005 | 2-Wire   | \$0.82  | \$8.50   |
| OC020 | OC006 | 4-Wire   | \$1.64  | \$16.99  |
|       |       | Other NID Sizes                                  | ICB     | ICB      |
|       |       | PRE-ORDER LOOP QUALIFICATION                     | MRC     | NRC      |
|       | PQ001 | Loop Make-Up Information                         |         | \$5.90   |
|       |       | LOOPS (RATES INCLUDE NID CHARGE)                 | MRC     | NRC      |
|       |       | <b>2-Wire Analog</b>                             |         |          |
| AA013 |       | Band 1   | \$11.64 |          |
| AA014 |       | Band 2   | \$18.45 |          |
| AA015 |       | Band 3   | \$25.51 |          |
| AA016 |       | Band 4   | \$46.22 |          |
|       | AA002 | First Line                                       |         | \$111.24 |
|       | AA003 | Second Line and Each Additional Line (same time) |         | \$52.73  |
|       | AA004 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$65.81  |
|       | AA005 | Disconnect                                       |         | \$31.75  |
|       |       | <b>4-Wire Analog</b>                             |         |          |
| AA017 |       | Band 1   | \$22.50 |          |
| AA018 |       | Band 2   | \$35.64 |          |
|       |       |  |         |          |
|       |       |  |         | \$144.33 |
|       |       |  |         | \$85.82  |
|       |       |  |         | \$81.70  |
|       |       |  |         | \$36.47  |
|       |       | <b>2-Wire xDSL - Capable Loop</b>                |         |          |
| AA013 |       | Band 1   | \$11.64 |          |
| AA014 |       | Band 2   | \$18.45 |          |
| AA015 |       | Band 3   | \$25.51 |          |
| AA016 |       | Band 4   | \$46.22 |          |
|       | DX009 | First Line                                       |         | \$106.81 |
|       | DX002 | Second Line and Each Additional Line (same time) |         | \$48.30  |
|       | DX003 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$63.55  |
|       | DD004 | Disconnect                                       |         | \$31.75  |
|       |       | <b>4-Wire xDSL - Capable Loop</b>                |         |          |
| DX010 |       | Band 1   | \$22.43 |          |
| DX011 |       | Band 2   | \$35.53 |          |
| DX012 |       | Band 3   | \$49.08 |          |
| DX013 |       | Band 4   | \$88.89 |          |
|       | DX014 | First Line                                       |         | \$138.23 |
|       | DX015 | Second Line and Each Additional Line (same time) |         | \$79.72  |
|       | DX016 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$78.59  |
|       | DX017 | Disconnect                                       |         | \$36.47  |
|       |       | <b>2-Wire Digital Loop</b>                       |         |          |
| AA013 |       | Band 1   | \$11.64 |          |
| AA014 |       | Band 2   | \$18.45 |          |
| AA015 |       | Band 3   | \$25.51 |          |
| AA016 |       | Band 4   | \$46.22 |          |

|       |       |   |            |            |
|-------|-------|---|------------|------------|
|       | DD002 | First Line  |            | \$169.14   |
|       | DD003 | Second Line and Each Additional Line (same time)  |            | \$108.10   |
|       | DD004 | Disconnect  |            | \$31.75    |
|       |       |   |            |            |
|       |       | <b>2-Wire ISDN-BRI Digital Loop</b>   |            |            |
| DD013 |       | Band 1  | \$19.92    |            |
| DD014 |       | Band 2  | \$31.95    |            |
| DD015 |       | Band 3  | \$44.41    |            |
| DD016 |       | Band 4  | \$80.98    |            |
|       | DD002 | First Line  |            | \$169.14   |
|       | DD003 | Second Line and Each Additional Line (same time)  |            | \$108.10   |
|       | DD004 | Disconnect  |            | \$31.75    |
|       |       |   |            |            |
|       |       | <b>4-Wire Digital Loop (no electronics)</b>   |            |            |
| DD017 |       | Band 1  | \$22.50    |            |
| DD018 |       | Band 2  | \$35.64    |            |
| DD019 |       | Band 3  | \$49.24    |            |
| DD020 |       | Band 4  | \$89.18    |            |
|       | DD006 | First Line  |            | \$240.90   |
|       | DD007 | Second Line and Each Additional Line (same time)  |            | \$179.85   |
|       | DD008 | Disconnect  |            | \$36.47    |
|       |       |   |            |            |
|       |       | <b>Digital 56k/64k Loop</b>   |            |            |
| DD021 |       | Band 1  | \$19.82    |            |
| DD022 |       | Band 2  | \$31.79    |            |
| DD023 |       | Band 3  | \$44.18    |            |
| DD024 |       | Band 4  | \$80.57    |            |
|       | DD002 | First Line  |            | \$169.14   |
|       | DD003 | Second Line and Each Additional Line (same time)  |            | \$108.10   |
|       | DD004 | Disconnect  |            | \$31.75    |
|       |       |   |            |            |
|       |       | <b>LOOP CONDITIONING</b>  | <b>MRC</b> | <b>NRC</b> |
|       | LC001 | <b>Load Coil Removal</b> for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies) |            | \$0.00     |
|       | LC002 | Conditioning Engineering Charge - per loop  |            | \$39.11    |
|       | LC003 | Conditioning Trip Charge - per loop   |            | \$16.41    |
|       |       |   |            |            |
|       |       | <b>The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.</b>   |            |            |
|       |       |   |            |            |
|       |       | <b>Load Coil Removal: Loops 18kft or longer</b>   |            |            |
|       | LC004 | Unload cable pair, per Underground location   |            | \$445.21   |
|       | LC005 | Unload Add'l cable pair, UG same time, same location and cable  |            | \$3.43     |
|       | LC006 | Unload cable pair, per Aerial or Buried Location  |            | \$7.80     |
|       | LC007 | Unload Add'l cable pair, AE or BU, same time, location and cable  |            | \$1.80     |
|       |       |   |            |            |
|       |       | <b>Bridge Tap or Repeater Removal - Any Loop Length</b>   |            |            |
|       | LC012 | Remove Bridged Tap or Repeater, per Underground Location  |            | \$442.28   |
|       | LC013 | Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable   |            | \$0.50     |
|       | LC014 | Remove Bridged Tap or Repeater, per Aerial or Buried Location   |            | \$6.43     |
|       | LC015 | Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable   |            | \$0.44     |

|       |       | <b>SUB LOOPS (RATES INCLUDE NID CHARGE)</b>  | <b>MRC</b>         | <b>NRC</b> |
|-------|-------|--|--------------------|------------|
|       |       | Sub-Loops Interconnection (Stub Cable)   |                    | ICB        |
|       |       | <b>2 Wire Voice Grade and Digital Data Distribution</b>                              |                    |            |
| SB002 |       | Band 1   | \$4.97             |            |
| SB003 |       | Band 2   | \$7.58             |            |
| SB004 |       | Band 3   | \$10.28            |            |
| SB005 |       | Band 4   | \$18.22            |            |
|       | SB010 | First Line   |                    | \$119.15   |
|       | SB011 | Second Line and Each Additional Line (same time)                                     |                    | \$40.65    |
|       | SB012 | Disconnect   |                    | \$51.98    |
|       |       | <b>4 Wire Voice Grade and Digital Data Distribution</b>                              |                    |            |
| SB006 |       | Band 1   | \$9.58             |            |
| SB007 |       | Band 2   | \$14.59            |            |
| SB008 |       | Band 3   | \$19.77            |            |
| SB009 |       | Band 4   | \$34.98            |            |
|       | SB013 | First Line   |                    | \$164.56   |
|       | SB014 | Second Line and Each Additional Line (same time)                                     |                    | \$65.20    |
|       | SB015 | Disconnect   |                    | \$63.31    |
|       |       | <b>RECIPROCAL COMPENSATION</b>   | <b>MRC</b>         | <b>NRC</b> |
| RC001 |       | End Office per MOU   | \$0.002221         | N/A        |
| RC002 |       | Tandem Switching per MOU   | \$0.002053         | N/A        |
| RC003 |       | Shared Transport per MOU   | \$0.000814         | N/A        |
|       |       | ISP-bound Traffic Termination  | \$0.0007           | N/A        |
|       |       | <b>TRANSIT SERVICE</b>   | <b>MRC</b>         | <b>NRC</b> |
| RC002 |       | Transit Service Charge, per minute of use  | \$0.002867         | N/A        |
|       |       | <b>COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7</b>                          | <b>MRC</b>         | <b>NRC</b> |
| TT027 | TT016 | STP Port   | \$252.47           | \$281.69   |
| TT028 |       | STP Switching  | \$0.33             | N/A        |
|       | TT017 | STP Transport Link 56.0 Kbps SS7 Link per month                                      | Refer to<br>Tariff | \$184.79   |
|       | TT010 | SS7 Originating Point Code (OPC)   |                    | \$29.94    |
|       | TT011 | SS7 GlobalTitle Address Translation (GTT)  |                    | \$14.97    |
|       |       | <b>DATABASE, available via contract or tariff</b>                                    | <b>MRC</b>         | <b>NRC</b> |
| DB001 |       | Local Number Portability query (LNP) - Contracted                                    | \$0.00030          |            |
| DB002 |       | Toll Free Code query (TFC) - Simple - Contracted                                     | \$0.00200          |            |
| DB003 |       | Toll Free Code query (TFC) - Complex Additive - Contracted                           | \$0.00020          |            |
| DB004 |       | Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>                | \$0.03660          |            |
| DB005 |       | Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>      | \$0.01600          |            |
| DB006 |       | Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>           | \$0.01450          |            |
| DB009 |       | Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>   | \$0.00800          |            |
| DB010 |       | Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i> | \$0.00550          |            |
|       |       | <b>OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)</b>                    | <b>MRC</b>         | <b>NRC</b> |
|       | DA002 | DA Database Listing & Update per listing or update                                   | Refer to<br>Tariff |            |
|       | DA003 | DA Data Base Query Service per query   | Refer to<br>Tariff |            |
|       | DA004 | Local Directory Services - white page listings                                       | Refer to<br>Tariff |            |

|       |       |   |                      |                      |
|-------|-------|---|----------------------|----------------------|
| DA005 |       | Toll and Local Assistance Service (Live)  | \$0.414              |                      |
| DA006 |       | Directory Assistance Operator Service (Live)  | \$0.353              |                      |
|       |       |   |                      |                      |
|       |       | <b>Customized Routing</b>   |                      |                      |
|       | LS008 | Switch Analysis   |                      | ICB                  |
|       | LS009 | Host Switch Translations  |                      | ICB                  |
|       | LS010 | Remote Switch Translations  |                      | ICB                  |
|       |       |   |                      |                      |
|       |       | <b>911 and E911 Transport</b>   | <b>MRC</b>           | <b>NRC</b>           |
| DB011 | DB007 | 911 and E911 Transport  | See FCC #3 Tariff    | See FCC #3 Tariff    |
|       |       |   |                      |                      |
|       |       | <b>STREET INDEX GUIDE</b>   | <b>MRC</b>           | <b>NRC</b>           |
| DB008 |       | SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)        |                      | \$18.00              |
|       |       |   |                      |                      |
|       |       | <b>ROUTINE MODIFICATION OF FACILITIES</b>   | <b>MRC</b>           | <b>NRC</b>           |
|       |       |   |                      |                      |
|       |       | <b>Rearrangement of Cable</b>   |                      |                      |
|       |       |   |                      |                      |
|       |       | Rearrangement of Up to 3 Pairs per UNE Loop Ordered                                       | N/A                  | Included in Loop NRC |
|       |       | Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered                           | N/A                  | ICB                  |
|       |       |   |                      |                      |
|       |       | <b>Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location</b> |                      |                      |
|       |       | 1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):                       |                      |                      |
|       |       | Where Special Construction Does Not Apply (Card Installation Only)                        | Included in Loop MRC | Included in Loop NRC |
|       |       | Where Special Construction Applies, Non Recurring Charge                                  |                      | \$2,151.93           |
|       |       |   |                      |                      |
|       |       | 2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)                         |                      |                      |
|       |       |   |                      |                      |
|       |       | Where Special Construction Does Not Apply (Card Installation Only)                        | Included in Loop MRC | Included in Loop NRC |
|       |       | Where Special Construction Applies, Non Recurring Charge                                  |                      | \$2,389.90           |
|       |       |   |                      |                      |
|       |       | <b>Smart Jack</b>   | Included in Loop MRC | Included in Loop NRC |
|       |       |   |                      |                      |
|       |       | <b>Line Card Installation</b>   | Included in Loop MRC | Included in Loop NRC |

| Loop Banding                   |               |      |
|--------------------------------|---------------|------|
| Exchange Name                  | CLLI          | Band |
| Maitland                       | MTLDFLXADS1   | 1    |
| Shalimar                       | SHLMFLXADS0   | 1    |
| Tallahassee-Calhoun            | TLHSFLXADS0   | 1    |
| Tallahassee-FSU                | TLHSFLXERS0   | 1    |
| Altamonte Springs              | ALSPFLXADS0   | 2    |
| Boca Grande                    | BCGRFLXARS1   | 2    |
| Bonita Springs                 | BNSPFLXADS1   | 2    |
| Buenaventura Lakes             | KSSMFLXDRS0   | 2    |
| Cape Coral                     | CPCRFLXADS0   | 2    |
| Casselberry                    | CSLBFLXADS1   | 2    |
| Cypress Lake-Regional Airport  | CYLKFLXBRS0   | 2    |
| Destin                         | DESTFLXADS0   | 2    |
| Fort Myers                     | FTMYFLXCDS2   | 2    |
| Fort Myers                     | FTMYFLXADS0   | 2    |
| Fort Myers Beach               | FTMBFLXARS0   | 2    |
| Fort Walton Beach-Denton       | FTWBFLXBDS0   | 2    |
| Fort Walton Beach-Hollywood    | FTWBFLXADS0   | 2    |
| Fort Walton Beach-Mary Esther  | FTWBFLXCRS0   | 2    |
| Goldenrod                      | GLRDFLXADS0   | 2    |
| Highlands                      | OCALFLXCRS0   | 2    |
| Lady Lake                      | LDLKFLXARS0   | 2    |
| Lake Brantley                  | LKBRFLXADS1   | 2    |
| Naples                         | NPLSFLXDDS0   | 2    |
| North Naples                   | NNPLFLXADS1   | 2    |
| Orange City                    | ORCYFLXADS0   | 2    |
| Tallahassee-Blairstone         | TLHSFLXDDS0   | 2    |
| Tallahassee-Willis             | TLHSFLXBDS0   | 2    |
| Valparaiso                     | VLPRFLXADS0   | 2    |
| Valparaiso-Seminole            | VLPRFLXBRS0   | 2    |
| Windermere                     | WNDRLFLEXARS0 | 2    |
| Winter Garden                  | WNGRFLXADS0   | 2    |
| Winter Park                    | WNPFLXADS1    | 2    |
| Apopka                         | APPKFLXADS1   | 3    |
| Belleview                      | BLVWFLXADS0   | 3    |
| Beverly Hills                  | BVHLFLXADS0   | 3    |
| Chassahowitzka-Homosassa Spr   | CHSWFLXARS0   | 3    |
| Clermont                       | CLMTFLXADS0   | 3    |
| Crestview                      | CRVWFLXADS0   | 3    |
| Cypress Lake                   | CYLKFLXADS0   | 3    |
| Fort Myers (East)              | FTMYFLXBRS0   | 3    |
| Golden Gate                    | GLGCFLXADS0   | 3    |
| Kissimmee                      | KSSMFLXADS0   | 3    |
| Kissimmee                      | KSSMFLXCRS1   | 3    |
| Kissimmee (West / Reedy Creek) | KSSMFLXBDS1   | 3    |
| Leesburg                       | LSBGFLXADS0   | 3    |
| Marco Island                   | MOISFLXADS1   | 3    |
| Mount Dora                     | MTDRFLXARS0   | 3    |
| Naples (Southeast)             | NPLSFLXCDS0   | 3    |
| North Cape Coral               | CPCRFLXBDS1   | 3    |

|                          |              |   |
|--------------------------|--------------|---|
| North Fort Myers         | NFMYFLXADS0  | 3 |
| North Fort Myers         | NFMYFLXBRS0  | 3 |
| Ocala                    | OCALFLXADS0  | 3 |
| Ocala                    | OCALFLXBDS0  | 3 |
| Orange City              | ORCYFLXCRS0  | 3 |
| Port Charlotte           | PTCTFLXADS0  | 3 |
| Sanibel-Captiva Islands  | SNISFLXADS0  | 3 |
| Silver Springs Shores    | SVSSFLXARS0  | 3 |
| Tallahassee-Mabry        | TLHSFLXCDS0  | 3 |
| Tallahassee-Perkins      | TLHSFLXHDS0  | 3 |
| Tallahassee-Thomasville  | TLHSFLXFDS0  | 3 |
| Tavares                  | TVRSFLXADS0  | 3 |
| Alford                   | ALFRFLXARS0  | 4 |
| Alva                     | ALVAFLXARS1  | 4 |
| Arcadia                  | ARCDFLXADS0  | 4 |
| Astor                    | ASTRFLXARS0  | 4 |
| Avon Park                | AVPKFLXADS0  | 4 |
| Baker                    | BAKRFLXADS0  | 4 |
| Bonifay                  | BNFYFLXARS0  | 4 |
| Bowling Green            | BWLGFLXARS0  | 4 |
| Bushnell                 | BSHNFLXADS0  | 4 |
| Cape Haze                | CPHZFLXADS0  | 4 |
| Cherry Lake              | CHLKFLXARS0  | 4 |
| Clewiston                | CLTNFLXARS0  | 4 |
| Cottondale               | CTDLFLXARS0  | 4 |
| Crawfordville            | CFVLFLXADS0  | 4 |
| Crystal River            | CRRVFLXADS0  | 4 |
| Dade City                | DDCYFLXADS1  | 4 |
| DeFuniak Springs         | DFSPFLXADS0  | 4 |
| Eustis                   | ESTSFLXARS0  | 4 |
| Everglades               | EVRGFLXARS1  | 4 |
| Forest                   | OCNFFLXARS0  | 4 |
| Fort Meade               | FTMDFLXARS0  | 4 |
| Freeport                 | FRPTFLXARS0  | 4 |
| Glendale                 | GLDLFLXARS0  | 4 |
| Grand Ridge              | GDRGFLXADS0  | 4 |
| Greenville               | GNVLFLXARS0  | 4 |
| Greenwood                | GNWDFLXARS0  | 4 |
| Groveland                | GVLDLFLXARS0 | 4 |
| Homosassa Springs        | HMSPFLEXARS0 | 4 |
| Howey-in-the-Hills       | HOWYFLXARS0  | 4 |
| Immokalee                | IMKLFLXARS0  | 4 |
| Inverness                | INVRFLXADS1  | 4 |
| Kenansville              | KNVLFLXARS0  | 4 |
| Kingsley Lake            | KGLKFLXARS0  | 4 |
| LaBelle                  | LBLLFLXADS0  | 4 |
| Lake Helen - Orange City | LKHLFLXARS0  | 4 |
| Lake Placid              | LKPCFLXARS0  | 4 |
| Lawtey                   | LWTFYFLXARS0 | 4 |
| Lee                      | LEE FLXARS0  | 4 |
| Lehigh Acres             | LHACFLXADS0  | 4 |
| Madison                  | MDSNFLXADS0  | 4 |
| Malone                   | MALNFLXARS0  | 4 |
| Marianna                 | MRNFLXADS0   | 4 |
| Monticello               | MNTIFLXADS0  | 4 |
| Montverde                | MTVRFLXARS0  | 4 |

|                        |             |   |
|------------------------|-------------|---|
| Moore Haven            | MRHNFLXARS0 | 4 |
| Ocklawaha              | OKLWFLXADS0 | 4 |
| Okeechobee             | OKCBFLXADS1 | 4 |
| Panacea                | PANCFLXARS0 | 4 |
| Pine Island            | PNISFLXADS0 | 4 |
| Ponce de Leon          | PNLNFLXARS0 | 4 |
| Punta Gorda            | PNGRFLXADS1 | 4 |
| Reynolds Hill          | RYHLFLXARS0 | 4 |
| Salt Springs           | SSPRFLXARS0 | 4 |
| San Antonio            | SNANFLXARS0 | 4 |
| Santa Rosa Beach       | SNRSFLXARS0 | 4 |
| Seagrove Beach         | SGBHFLXARS0 | 4 |
| Sebring                | SBNGFLXADS1 | 4 |
| Silver Springs - Ocala | SVSPFLXARS0 | 4 |
| Sneads                 | SNDSFLXARS0 | 4 |
| Sopchoppy              | SPCPFLXARS0 | 4 |
| Spring Lake            | SLHLFLXARS0 | 4 |
| St. Cloud              | STCDFLXARS0 | 4 |
| St. Marks              | STMKFLXARS0 | 4 |
| Starke                 | STRKFLXADS0 | 4 |
| Tallahassee-Woodville  | TLHSFLXGRS0 | 4 |
| Trilacoochee           | TLCHFLXARS0 | 4 |
| Umatilla               | UMTLFLXARS0 | 4 |
| Wauchula               | WCHLFLXADS0 | 4 |
| Westwood               | WSTVFLXARS0 | 4 |
| Wildwood               | WLWDFLXARS0 | 4 |
| Williston              | WLSTFLXARS0 | 4 |
| Zolfo Springs          | ZLSPFLXARS0 | 4 |

## **INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT**

This Interconnection, Collocation and Resale Agreement ("Agreement"), entered into this 24<sup>th</sup> day of February and effective the 14<sup>th</sup> day of June, 2004, is entered into by and between KMC Telecom V, Inc. (referred to herein as "KMC"), a Delaware corporation ("CLEC"), and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

**NOW THEREFORE**, the Parties agree as follows:

### **1. INTERCONNECTION AND RESALE AGREEMENT**

The Parties agree that the Agreement between the Parties shall consist of the MCImetro Access Transmission Services, L.L.C. and Sprint-Florida, Incorporated Interconnection and Resale Agreement dated March 1, 2002 (the "Adopted Agreement"). Except as otherwise agreed to in writing by the Parties, the Agreement shall reflect the same terms and conditions as the Adopted Agreement.

### **2. PARTIES**

CLEC is hereby substituted in the Adopted Agreement for MCImetro Access Transmission Services, L.L.C. and Sprint shall remain as the other Party to the Agreement.

### **3. TERM**

This Agreement shall have a termination date of February 28, 2005, which corresponds with the termination date of the Adopted Agreement.

### **4. NOTICES**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC: KMC Telecom Holdings, Inc.  
Interconnection Contract Management  
ATTENTION: Marva Brown Johnson  
1755 North Brown Road  
Lawrenceville, Georgia 30043  
Telephone Number: 678-985-7900  
Fax Number: 678-985-6213  
Email: [marva.johnson@kmctelecom.com](mailto:marva.johnson@kmctelecom.com)

With a copy to:

KMC Telecom Holdings, Inc.  
Office of the General Counsel/Legal Affairs  
1545 Route 206  
Bedminster, New Jersey 07921  
Telephone Number: 908-470-2100  
Fax Number: 908-719-8776

To Sprint: Director – Local Carrier Markets  
Sprint  
6450 Sprint Parkway  
Mailstop: KSOPHN0116-1B671  
Overland Park, KS 66251

With a copy to:

Sprint External Affairs  
Senior Attorney  
1313 Blainstone Road  
Tallahassee, FL 32301-3021

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

**“Sprint”**

By:



Name: William E. Cheek

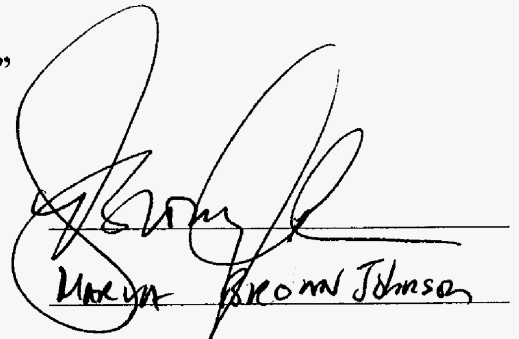
Title: AVP – Strategic Sales &  
Account Management

Date:

2/28/05

**“KMC”**

Name:



Title:

Vice President of Senior Counsel  
2/24/2005

**AMENDMENT NO. 1 TO  
INTERCONNECTION AND RESALE AGREEMENT  
BETWEEN  
SPRINT-FLORIDA, INCORPORATED AND KMC TELECOM V, INC.**

This Amendment No. 1 is made this 24<sup>th</sup> day of February, 2005, by and between Sprint-Florida, Incorporated ("Sprint") and KMC Telecom V, Inc. ("KMC") and effective June 14, 2004. (Sprint and KMC may be referred to individually as a "Party" and collectively as the "Parties").

**BACKGROUND:**

WHEREAS, the Parties entered into an Interconnection and Resale Agreement ("Agreement") effective June 14, 2004 for the state of Florida, which consists of an adoption of the Interconnection Agreement between Sprint and MCImetro Access Transmission Services, Inc. that was effective March 1, 2002.

WHEREAS, on February 1, 2002, Sprint elected to offer the interim compensation rates established by the Federal Communications Commission ("FCC") in its *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order") and wish to amend the Agreement to reflect such election.

WHEREAS, the Parties also wish to amend the Agreement to reflect the application of reciprocal compensation for Local Traffic consistent with the FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any Applicable Rules for the state of Florida.

WHEREAS, on October 18, 2004, the FCC issued an order granting, in part, the Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. 160(c) from Application of the ISP Remand Order in WC Docket No. 03-171, FCC 04-241 (hereinafter referred to as "*Core Forbearance Order*"). In the *Core Forbearance Order*, which became effective on October 8, 2004, the FCC granted the Core Communications, Inc. petition with respect to the growth caps and new markets rule originally set forth in the FCC's April 2001 *ISP Remand Order*.<sup>1</sup> Thus, the growth caps and new market rules are no longer in effect as of October 8, 2004.

WHEREAS, the Florida Public Service Commission ("FPSC"), in Docket No. 990649B, Order No. PSC-03-0058-FOF-TP, established new rates for unbundled network elements and related services and the parties wish to amend the Agreement to incorporate those rates.

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<sup>1</sup> *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) (*ISP Remand Order*), remanded, *Worldcom v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), cert. Denied, 538 U.S. 1-12 (2003).

In consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

**Amendment:**

Attachment I, Price Schedule, Table One is hereby deleted and replaced with the Table One attached to the Amendment No. 1.

1. **Definitions.** The following definitions are added or substituted to Part B of the agreement:
  - 1.1. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
  - 1.2. **“FCC Interim Intercarrier Compensation Mechanism”** means the interim intercarrier compensation mechanism established by the FCC in paragraphs 77-94 of the ISP Compensation Order.
  - 1.3. **“ISP-Bound Traffic”** for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider (“ISP”) consistent with the ISP Compensation Order.
  - 1.4. **“Local Traffic,”** for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within Sprint’s local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. Notwithstanding, the Parties agree that if the Commission has defined the local calling area for purposes of reciprocal compensation in an order applicable to the Parties, the Parties will abide by that order. For this purpose, Local Traffic does not include any Information Access Traffic (*see* ISP Compensation Order); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a). Neither Party waives its’ rights to participate and fully present its’ respective positions in any proceeding dealing with the compensation for Internet traffic.

2. **Compensation Mechanisms.** Attachment 4 – Interconnection, section 2 - Compensation Mechanisms is hereby deleted in its entirety and replaced with the following terms.

2.1. All combined Local Traffic and ISP-Bound Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating minutes of use, on a state-wide basis, is presumed to be Section 251(b)(5) Traffic (“Local Traffic”). All combined Local Traffic and ISP-Bound Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic minutes of use, on a state-wide basis, is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the “ISP Compensation Order”.

2.2. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order.

2.3. Local Traffic Rate.

2.3.1. The rates to be charged for the exchange of Local Traffic are the rates set forth in Table One of the Agreement and are reflected below,

2.3.2. Local Traffic Rate:

|                       |            |
|-----------------------|------------|
| End Office:           | \$0.001408 |
| Tandem Switching:     | \$0.001231 |
| Common Transport:     | \$0.000814 |
| Combined Tandem Rate: | \$0.003453 |

2.4. ISP-Bound Traffic

2.4.1. Consistent with Sprint’s election of the FCC Interim Intercarrier Compensation Mechanism, ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. ISP-Bound Traffic will be compensated at the rates established by the FCC.

2.4.1.1. The terminating Party will bill the originating Party a rate of \$0.0007 per MOU for ISP-Bound Traffic delivered to the terminating Party, beginning on June 14, 2003 and through the termination of this Agreement.

2.5. The volume of ISP-Bound Traffic for which one Party may bill the other is subject to a growth cap through October 7, 2004. The growth cap will be applied as follows:

- 2.5.1. To determine the base-line for compensation purposes calculate the number of ISP-Bound Traffic minutes for which each Party was compensated during the first quarter of 2001, multiply times four and multiply that number by a ten percent (10%) growth factor (1.10). An additional ten percent growth factor (1.10) is calculated for 2002.
  - 2.5.2. From the effective date of this Agreement and through October 8, 2004, the Parties will compensate each other for ISP-Bound Traffic up to the number of ISP-Bound Traffic minutes for which each Party was compensated during 2002.
- 2.6. Consistent with Sprint's election of the FCC Interim Inter-carrier Compensation Mechanism, Information Access Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Inter-carrier Compensation Mechanism. Information Access Traffic will be compensated at the rates established by the FCC.
- 2.7. Effective October 8, 2004, the terminating Party will bill the originating Party a rate of \$0.0007 per minute of use for Information Access Traffic delivered to the terminating Party and no growth caps and/or new market rules shall apply to ISP-Bound Traffic.
- 2.8. If at any point after the Effective Date of this Amendment, Sprint no longer offers to terminate Local Traffic or Information Access Traffic at the FCC Rates set forth in subsection 4 for any carrier, including but not limited to CLECs and CMRS providers, Sprint shall notify KMC immediately of this choice and the rate of Information Access Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Table One of the Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this Section 4, they shall invoke the dispute resolution procedures in the Agreement.
- 2.9. The Parties agree that, for purposes of this Agreement, and expressly subject to the change in law provisions contained in Part A, Section 2.2 of the Agreement, KMC's switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any applicable state law. KMC has provided a letter of self-certification that it serves a geographic area comparable to the geographic area served by Sprint's tandem switch. Sprint has reviewed KMC's self-certification and agrees that for purposes of this Amendment No. 1, KMC meets the geographic

comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3) and applicable state law

**3. Miscellaneous Terms and Conditions**

- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 1 executed by authorized representatives of Sprint and KMC is made a part of and is incorporated into the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and KMC has caused this Amendment No. 1 to be executed by its duly authorized representatives.

**“Sprint”**

By:



Name :

William E. Cheek

Title:


Assistant Vice President -  
Strategic Sales & Account  
Management

Date:

2/22/05

**“KMC”**

By:



Name:

Marva Brown Johnson

Title:

Vice President - Regulatory  
Affairs

Date:

2/24/2005

# ATTACHMENT I

## Table One

| KEY CODES |       | SPRINT RATE ELEMENT COST SUMMARY: FLORIDA                                       |            |            |
|-----------|-------|---|------------|------------|
| MRC       | NRC   | DESCRIPTION   | MRC        | NRC        |
|           |       | <b>RESALE DISCOUNTS</b>   |            |            |
|           |       | Other than Operator / DA  | 19.40%     |            |
|           |       | Op Assist / DA  | 12.10%     |            |
|           |       | <b>USAGE FILE CHARGES</b>   | <b>MRC</b> | <b>NRC</b> |
| UF01      |       | Message Provisioning, per message   | \$0.00307  |            |
| UF02      |       | Data Transmission, per message  | \$0.00000  |            |
|           | DB008 | Media Charge - per CD (Price reflects shipping via regular U.S. Mail)           |            | \$18.00    |
|           |       | <b>OTHER CHARGES</b>  | <b>MRC</b> | <b>NRC</b> |
|           | UP026 | Temporary Suspension of Service for UNE-P / Resale - <b>SUSPEND</b>             |            | \$0.00     |
|           | UP027 | Temporary Suspension of Service for UNE-P / Resale - <b>RESTORE</b>             |            | \$21.00    |
|           | UP028 | PIC Change Charge, per change   |            | \$5.00     |
|           | DA030 | Operator Assistance / Directory Assistance Branding                             |            | ICB        |
|           |       | <b>UNE LOOP, TAG &amp; LABEL / RESALE TAG &amp; LABEL</b>                       | <b>MRC</b> | <b>NRC</b> |
|           | OC015 | Tag and Label on a new install loop or resale                                   |            | \$4.72     |
|           | OC013 | Tag and Label on a reinstall loop or an existing loop or resale                 |            | \$9.44     |
|           | OC014 | Tag and Label on an add'l loop or resale on the same order at the same location |            | \$3.78     |
|           |       | <b>TRIP CHARGE</b>  | <b>MRC</b> | <b>NRC</b> |
|           | OC003 | Trip Charge   |            | \$18.88    |
|           |       | <b>RATE ELEMENT</b>   | <b>MRC</b> | <b>NRC</b> |
|           |       | <b>SERVICE ORDER / INSTALLATION / REPAIR</b>                                    |            |            |
|           | SO001 | Manual Service Order  |            | \$28.10    |
|           | SO002 | Manual Service Order - Listing Only   |            | \$14.81    |
|           | SO003 | Manual Service Order - Change Only  |            | \$13.76    |
|           | SO004 | Electronic Service Order  |            | \$3.82     |
|           | SO005 | Electronic Service Order - Listing Only   |            | \$0.42     |
|           | SO006 | Electronic Service Order - Change Only  |            | \$1.66     |
|           | OC008 | 2-Wire Loop Cooperative Testing   |            | \$46.71    |
|           | OC009 | 4-Wire Loop Cooperative Testing   |            | \$66.99    |
|           | OC010 | Trouble Isolation Charge  |            | \$48.47    |
|           | OC016 | Change Telephone Number, per change   |            | \$14.66    |
|           | OC017 | LNP Coordinated Conversion - Lines 1-10   |            | \$47.33    |
|           | OC018 | LNP Coordinated Conversion - each additional line                               |            | \$4.24     |
|           | OC023 | LNP Conversion - 10-Digit Trigger   |            | \$0.00     |
|           |       | <b>UNE to Special Access Conversion</b>   |            |            |
|           | OC021 | DS1, per line   |            | \$76.71    |
|           | OC022 | DS3, per line   |            | ICB        |

|       |       | UNBUNDLED NETWORK ELEMENTS (UNE)                 |         |          |
|-------|-------|--|---------|----------|
|       |       | STAND ALONE NID                                  | MRC     | NRC      |
| OC019 | OC005 | 2-Wire   | \$0.82  | \$8.50   |
| OC020 | OC006 | 4-Wire   | \$1.64  | \$16.99  |
|       |       | Other NID Sizes                                  | ICB     | ICB      |
|       |       | PRE-ORDER LOOP QUALIFICATION                     | MRC     | NRC      |
|       | PQ001 | Loop Make-Up Information                         |         | \$5.90   |
|       |       | LOOPS (RATES INCLUDE NID CHARGE)                 | MRC     | NRC      |
|       |       | <b>2-Wire Analog</b>                             |         |          |
| AA013 |       | Band 1   | \$11.64 |          |
| AA014 |       | Band 2   | \$18.45 |          |
| AA015 |       | Band 3   | \$25.51 |          |
| AA016 |       | Band 4   | \$46.22 |          |
|       | AA002 | First Line                                       |         | \$111.24 |
|       | AA003 | Second Line and Each Additional Line (same time) |         | \$52.73  |
|       | AA004 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$65.81  |
|       | AA005 | Disconnect                                       |         | \$31.75  |
|       |       | <b>4-Wire Analog</b>                             |         |          |
| AA017 |       | Band 1   | \$22.50 |          |
| AA018 |       | Band 2   | \$35.64 |          |
| AA019 |       | Band 3   | \$49.24 |          |
| AA020 |       | Band 4   | \$89.18 |          |
|       | AA008 | First Line                                       |         | \$144.33 |
|       | AA009 | Second Line and Each Additional Line (same time) |         | \$85.82  |
|       | AA010 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$81.70  |
|       | AA011 | Disconnect                                       |         | \$36.47  |
|       |       | <b>2-Wire xDSL - Capable Loop</b>                |         |          |
| AA013 |       | Band 1   | \$11.64 |          |
| AA014 |       | Band 2   | \$18.45 |          |
| AA015 |       | Band 3   | \$25.51 |          |
| AA016 |       | Band 4   | \$46.22 |          |
|       | DX009 | First Line                                       |         | \$106.81 |
|       | DX002 | Second Line and Each Additional Line (same time) |         | \$48.30  |
|       | DX003 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$63.55  |
|       | DD004 | Disconnect                                       |         | \$31.75  |
|       |       | <b>4-Wire xDSL - Capable Loop</b>                |         |          |
| DX010 |       | Band 1   | \$22.43 |          |
| DX011 |       | Band 2   | \$35.53 |          |
| DX012 |       | Band 3   | \$49.08 |          |
| DX013 |       | Band 4   | \$88.89 |          |
|       | DX014 | First Line                                       |         | \$138.23 |
|       | DX015 | Second Line and Each Additional Line (same time) |         | \$79.72  |
|       | DX016 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$78.59  |
|       | DX017 | Disconnect                                       |         | \$36.47  |
|       |       | <b>2-Wire Digital Loop</b>                       |         |          |
| AA013 |       | Band 1   | \$11.64 |          |
| AA014 |       | Band 2   | \$18.45 |          |
| AA015 |       | Band 3   | \$25.51 |          |
| AA016 |       | Band 4   | \$46.22 |          |

|       |       |   |            |            |
|-------|-------|---|------------|------------|
|       | DD002 | First Line  |            | \$169.14   |
|       | DD003 | Second Line and Each Additional Line (same time)  |            | \$108.10   |
|       | DD004 | Disconnect  |            | \$31.75    |
|       |       |   |            |            |
|       |       | <b>2-Wire ISDN-BRI Digital Loop</b>   |            |            |
| DD013 |       | Band 1  | \$19.92    |            |
| DD014 |       | Band 2  | \$31.95    |            |
| DD015 |       | Band 3  | \$44.41    |            |
| DD016 |       | Band 4  | \$80.98    |            |
|       | DD002 | First Line  |            | \$169.14   |
|       | DD003 | Second Line and Each Additional Line (same time)  |            | \$108.10   |
|       | DD004 | Disconnect  |            | \$31.75    |
|       |       |   |            |            |
|       |       | <b>4-Wire Digital Loop (no electronics)</b>   |            |            |
| DD017 |       | Band 1  | \$22.50    |            |
| DD018 |       | Band 2  | \$35.64    |            |
| DD019 |       | Band 3  | \$49.24    |            |
| DD020 |       | Band 4  | \$89.18    |            |
|       | DD006 | First Line  |            | \$240.90   |
|       | DD007 | Second Line and Each Additional Line (same time)  |            | \$179.85   |
|       | DD008 | Disconnect  |            | \$36.47    |
|       |       |   |            |            |
|       |       | <b>Digital 56k/64k Loop</b>   |            |            |
| DD021 |       | Band 1  | \$19.82    |            |
| DD022 |       | Band 2  | \$31.79    |            |
| DD023 |       | Band 3  | \$44.18    |            |
| DD024 |       | Band 4  | \$80.57    |            |
|       | DD002 | First Line  |            | \$169.14   |
|       | DD003 | Second Line and Each Additional Line (same time)  |            | \$108.10   |
|       | DD004 | Disconnect  |            | \$31.75    |
|       |       |   |            |            |
|       |       | <b>LOOP CONDITIONING</b>  | <b>MRC</b> | <b>NRC</b> |
|       | LC001 | <b>Load Coil Removal</b> for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies) |            | \$0.00     |
|       | LC002 | Conditioning Engineering Charge - per loop  |            | \$39.11    |
|       | LC003 | Conditioning Trip Charge - per loop   |            | \$16.41    |
|       |       |   |            |            |
|       |       | <b>The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.</b>   |            |            |
|       |       |   |            |            |
|       |       | <b>Load Coil Removal: Loops 18kft or longer</b>   |            |            |
|       | LC004 | Unload cable pair, per Underground location   |            | \$445.21   |
|       | LC005 | Unload Add'l cable pair, UG same time, same location and cable  |            | \$3.43     |
|       | LC006 | Unload cable pair, per Aerial or Buried Location  |            | \$7.80     |
|       | LC007 | Unload Add'l cable pair, AE or BU, same time, location and cable  |            | \$1.80     |
|       |       |   |            |            |
|       |       | <b>Bridge Tap or Repeater Removal - Any Loop Length</b>   |            |            |
|       | LC012 | Remove Bridged Tap or Repeater, per Underground Location  |            | \$442.28   |
|       | LC013 | Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable   |            | \$0.50     |
|       | LC014 | Remove Bridged Tap or Repeater, per Aerial or Buried Location   |            | \$6.43     |
|       | LC015 | Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable   |            | \$0.44     |

| SUB LOOPS (RATES INCLUDE NID CHARGE) |       |  | MRC                | NRC        |
|--------------------------------------|-------|--|--------------------|------------|
|                                      |       | Sub-Loops Interconnection (Stub Cable)   |                    | ICB        |
|                                      |       | <b>2 Wire Voice Grade and Digital Data Distribution</b>                              |                    |            |
| SB002                                |       | Band 1   | \$4.97             |            |
| SB003                                |       | Band 2   | \$7.58             |            |
| SB004                                |       | Band 3   | \$10.28            |            |
| SB005                                |       | Band 4   | \$18.22            |            |
|                                      | SB010 | First Line   |                    | \$119.15   |
|                                      | SB011 | Second Line and Each Additional Line (same time)                                     |                    | \$40.65    |
|                                      | SB012 | Disconnect   |                    | \$51.98    |
|                                      |       | <b>4 Wire Voice Grade and Digital Data Distribution</b>                              |                    |            |
| SB006                                |       | Band 1   | \$9.58             |            |
| SB007                                |       | Band 2   | \$14.59            |            |
| SB008                                |       | Band 3   | \$19.77            |            |
| SB009                                |       | Band 4   | \$34.98            |            |
|                                      | SB013 | First Line   |                    | \$164.56   |
|                                      | SB014 | Second Line and Each Additional Line (same time)                                     |                    | \$65.20    |
|                                      | SB015 | Disconnect   |                    | \$63.31    |
|                                      |       | <b>RECIPROCAL COMPENSATION</b>   | <b>MRC</b>         | <b>NRC</b> |
| RC001                                |       | End Office per MOU   | \$0.002221         | N/A        |
| RC002                                |       | Tandem Switching per MOU   | \$0.002053         | N/A        |
| RC003                                |       | Shared Transport per MOU   | \$0.000814         | N/A        |
|                                      |       | ISP-bound Traffic Termination  | \$0.0007           | N/A        |
|                                      |       | <b>TRANSIT SERVICE</b>   | <b>MRC</b>         | <b>NRC</b> |
| RC002                                |       | Transit Service Charge, per minute of use  | \$0.002867         | N/A        |
|                                      |       | <b>COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE SS7</b>                          | <b>MRC</b>         | <b>NRC</b> |
| TT027                                | TT016 | STP Port   | \$252.47           | \$281.69   |
| TT028                                |       | STP Switching  | \$0.33             | N/A        |
|                                      | TT017 | STP Transport Link 56.0 Kbps SS7 Link per month                                      | Refer to<br>Tariff | \$184.79   |
|                                      | TT010 | SS7 Originating Point Code (OPC)   |                    | \$29.94    |
|                                      | TT011 | SS7 GlobalTitle Address Translation (GTT)  |                    | \$14.97    |
|                                      |       | <b>DATABASE, available via contract or tariff</b>                                    | <b>MRC</b>         | <b>NRC</b> |
| DB001                                |       | Local Number Portability query (LNP) - Contracted                                    | \$0.00030          |            |
| DB002                                |       | Toll Free Code query (TFC) - Simple - Contracted                                     | \$0.00200          |            |
| DB003                                |       | Toll Free Code query (TFC) - Complex Additive - Contracted                           | \$0.00020          |            |
| DB004                                |       | Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>                | \$0.03660          |            |
| DB005                                |       | Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>      | \$0.01600          |            |
| DB006                                |       | Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>           | \$0.01450          |            |
| DB009                                |       | Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>   | \$0.00800          |            |
| DB010                                |       | Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i> | \$0.00550          |            |
|                                      |       | <b>OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)</b>                    | <b>MRC</b>         | <b>NRC</b> |
|                                      | DA002 | DA Database Listing & Update per listing or update                                   | Refer to<br>Tariff |            |
|                                      | DA003 | DA Data Base Query Service per query   | Refer to<br>Tariff |            |
|                                      | DA004 | Local Directory Services - white page listings                                       | Refer to<br>Tariff |            |

|       |       |   |                      |                      |
|-------|-------|---|----------------------|----------------------|
| DA005 |       | <b>Toll and Local Assistance Service (Live)</b>   | \$0.414              |                      |
| DA006 |       | Directory Assistance Operator Service (Live)  | \$0.353              |                      |
|       |       | <b>Customized Routing</b>   |                      |                      |
|       | LS008 | Switch Analysis   |                      | ICB                  |
|       | LS009 | Host Switch Translations  |                      | ICB                  |
|       | LS010 | Remote Switch Translations  |                      | ICB                  |
|       |       | <b>911 and E911 Transport</b>   | <b>MRC</b>           | <b>NRC</b>           |
| DB011 | DB007 | 911 and E911 Transport  | See FCC #3 Tariff    | See FCC #3 Tariff    |
|       |       | <b>STREET INDEX GUIDE</b>   | <b>MRC</b>           | <b>NRC</b>           |
| DB008 |       | SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)        |                      | \$18.00              |
|       |       | <b>ROUTINE MODIFICATION OF FACILITIES</b>   | <b>MRC</b>           | <b>NRC</b>           |
|       |       | <b>Rearrangement of Cable</b>   |                      |                      |
|       |       | Rearrangement of Up to 3 Pairs per UNE Loop Ordered                                       | N/A                  | Included in Loop NRC |
|       |       | Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered                           | N/A                  | ICB                  |
|       |       | <b>Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location</b> |                      |                      |
|       |       | 1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):                       |                      |                      |
|       |       | Where Special Construction Does Not Apply (Card Installation Only)                        | Included in Loop MRC | Included in Loop NRC |
|       |       | Where Special Construction Applies, Non Recurring Charge                                  |                      | \$2,151.93           |
|       |       | 2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)                         |                      |                      |
|       |       | Where Special Construction Does Not Apply (Card Installation Only)                        | Included in Loop MRC | Included in Loop NRC |
|       |       | Where Special Construction Applies, Non Recurring Charge                                  |                      | \$2,389.90           |
|       |       | <b>Smart Jack</b>   | Included in Loop MRC | Included in Loop NRC |
|       |       | <b>Line Card Installation</b>   | Included in Loop MRC | Included in Loop NRC |

| Loop Banding                   |             |      |
|--------------------------------|-------------|------|
| Exchange Name                  | CLLI        | Band |
| Maitland                       | MTLDFLXADS1 | 1    |
| Shalimar                       | SHLMFLXADS0 | 1    |
| Tallahassee-Calhoun            | TLHSFLXADS0 | 1    |
| Tallahassee-FSU                | TLHSFLXERS0 | 1    |
| Altamonte Springs              | ALSPFLXADS0 | 2    |
| Boca Grande                    | BCGRFLXARS1 | 2    |
| Bonita Springs                 | BNSPFLXADS1 | 2    |
| Buenaventura Lakes             | KSSMFLXDRS0 | 2    |
| Cape Coral                     | CPCRFLXADS0 | 2    |
| Casselberry                    | CSLBFLXADS1 | 2    |
| Cypress Lake-Regional Airport  | CYLKFLXBRS0 | 2    |
| Destin                         | DESTFLXADS0 | 2    |
| Fort Myers                     | FTMYFLXCDS2 | 2    |
| Fort Myers                     | FTMYFLXADS0 | 2    |
| Fort Myers Beach               | FTMBFLXARS0 | 2    |
| Fort Walton Beach-Denton       | FTWBFLXBDS0 | 2    |
| Fort Walton Beach-Hollywood    | FTWBFLXADS0 | 2    |
| Fort Walton Beach-Mary Esther  | FTWBFLXCRS0 | 2    |
| Goldenrod                      | GLRDFLXADS0 | 2    |
| Highlands                      | OCALFLXCRS0 | 2    |
| Lady Lake                      | LDLKFLXARS0 | 2    |
| Lake Brantley                  | LKBRFLXADS1 | 2    |
| Naples                         | NPLSFLXDDS0 | 2    |
| North Naples                   | NNPLFLXADS1 | 2    |
| Orange City                    | ORCYFLXADS0 | 2    |
| Tallahassee-Blairstone         | TLHSFLXDDS0 | 2    |
| Tallahassee-Willis             | TLHSFLXBDS0 | 2    |
| Valparaiso                     | VLPRFLXADS0 | 2    |
| Valparaiso-Seminole            | VLPRFLXBRS0 | 2    |
| Windermere                     | WNDRFLXARS0 | 2    |
| Winter Garden                  | WNGRFLXADS0 | 2    |
| Winter Park                    | WNPKFLXADS1 | 2    |
| Apopka                         | APPKFLXADS1 | 3    |
| Belleview                      | BLVWFLXADS0 | 3    |
| Beverly Hills                  | BVHLFLXADS0 | 3    |
| Chassahowitzka-Homosassa Spr   | CHSWFLXARS0 | 3    |
| Clermont                       | CLMTFLXADS0 | 3    |
| Crestview                      | CRVWFLXADS0 | 3    |
| Cypress Lake                   | CYLKFLXADS0 | 3    |
| Fort Myers (East)              | FTMYFLXBRS0 | 3    |
| Golden Gate                    | GLGCFLXADS0 | 3    |
| Kissimmee                      | KSSMFLXADS0 | 3    |
| Kissimmee                      | KSSMFLXCRS1 | 3    |
| Kissimmee (West / Reedy Creek) | KSSMFLXBDS1 | 3    |
| Leesburg                       | LSBGFLXADS0 | 3    |
| Marco Island                   | MOISFLXADS1 | 3    |
| Mount Dora                     | MTDRFLXARS0 | 3    |
| Naples (Southeast)             | NPLSFLXCDS0 | 3    |
| North Cape Coral               | CPCRFLXBDS1 | 3    |

|                          |              |   |
|--------------------------|--------------|---|
| North Fort Myers         | NFMYFLXADS0  | 3 |
| North Fort Myers         | NFMYFLXBRS0  | 3 |
| Ocala                    | OCALFLXADS0  | 3 |
| Ocala                    | OCALFLXBDS0  | 3 |
| Orange City              | ORCYFLXCRS0  | 3 |
| Port Charlotte           | PTCTFLXADS0  | 3 |
| Sanibel-Captiva Islands  | SNISFLXADS0  | 3 |
| Silver Springs Shores    | SVSSFLXARS0  | 3 |
| Tallahassee-Mabry        | TLHSFLXCDS0  | 3 |
| Tallahassee-Perkins      | TLHSFLXHDS0  | 3 |
| Tallahassee-Thomasville  | TLHSFLXFDS0  | 3 |
| Tavares                  | TVRSFLXADS0  | 3 |
| Alford                   | ALFRFLXARS0  | 4 |
| Alva                     | ALVAFLXARS1  | 4 |
| Arcadia                  | ARCDFLXADS0  | 4 |
| Astor                    | ASTRFLXARS0  | 4 |
| Avon Park                | AVPKFLXADS0  | 4 |
| Baker                    | BAKRFLXADS0  | 4 |
| Bonifay                  | BNFYFLXARS0  | 4 |
| Bowling Green            | BWLGFLXARS0  | 4 |
| Bushnell                 | BSHNFLXADS0  | 4 |
| Cape Haze                | CPHZFLXADS0  | 4 |
| Cherry Lake              | CHLKFLXARS0  | 4 |
| Clewiston                | CLTNFLXARS0  | 4 |
| Cottondale               | CTDLFLXARS0  | 4 |
| Crawfordville            | CFVLFLXADS0  | 4 |
| Crystal River            | CRRVFLXADS0  | 4 |
| Dade City                | DDCYFLXADS1  | 4 |
| DeFuniak Springs         | DFSPFLXADS0  | 4 |
| Eustis                   | ESTSFLXARS0  | 4 |
| Everglades               | EVRGFLXARS1  | 4 |
| Forest                   | OCNFFLXARS0  | 4 |
| Fort Meade               | FTMDFLXARS0  | 4 |
| Freeport                 | FRPTFLXARS0  | 4 |
| Glendale                 | GLDLFLXARS0  | 4 |
| Grand Ridge              | GDRGFLXADS0  | 4 |
| Greenville               | GNVLFLXARS0  | 4 |
| Greenwood                | GNWDFLXARS0  | 4 |
| Groveland                | GVLDFLXARS0  | 4 |
| Homosassa Springs        | HMSPFLXARS0  | 4 |
| Howey-in-the-Hills       | HOWYFLXARS0  | 4 |
| Immokalee                | IMKLFLXARS0  | 4 |
| Inverness                | INVRFLXADS1  | 4 |
| Kenansville              | KNVLFLXARS0  | 4 |
| Kingsley Lake            | KGLKFLXARS0  | 4 |
| LaBelle                  | LBLLFLXADS0  | 4 |
| Lake Helen - Orange City | LKHLFLXARS0  | 4 |
| Lake Placid              | LKPCFLXARS0  | 4 |
| Lawtey                   | LWTFYFLXARS0 | 4 |
| Lee                      | LEE FLXARS0  | 4 |
| Lehigh Acres             | LHACFLXADS0  | 4 |
| Madison                  | MDSNFLXADS0  | 4 |
| Malone                   | MALNFLXARS0  | 4 |
| Marianna                 | MRNNFLXADS0  | 4 |
| Monticello               | MNTIFLXADS0  | 4 |
| Montverde                | MTVRFLXARS0  | 4 |

|                        |             |   |
|------------------------|-------------|---|
| Moore Haven            | MRHNFLXARS0 | 4 |
| Ocklawaha              | OKLWFLXADS0 | 4 |
| Okeechobee             | OKCBFLXADS1 | 4 |
| Panacea                | PANCFXARS0  | 4 |
| Pine Island            | PNISFLXADS0 | 4 |
| Ponce de Leon          | PNLNFLXARS0 | 4 |
| Punta Gorda            | PNGRFLXADS1 | 4 |
| Reynolds Hill          | RYHLFLXARS0 | 4 |
| Salt Springs           | SSPRFLXARS0 | 4 |
| San Antonio            | SNANFLXARS0 | 4 |
| Santa Rosa Beach       | SNRSFLXARS0 | 4 |
| Seagrove Beach         | SGBHFLXARS0 | 4 |
| Sebring                | SBNGFLXADS1 | 4 |
| Silver Springs - Ocala | SVSPFLXARS0 | 4 |
| Sneads                 | SNDSFLXARS0 | 4 |
| Sopchoppy              | SPCPFLXARS0 | 4 |
| Spring Lake            | SLHLFLXARS0 | 4 |
| St. Cloud              | STCDFLXARS0 | 4 |
| St. Marks              | STMKFLXARS0 | 4 |
| Starke                 | STRKFLXADS0 | 4 |
| Tallahassee-Woodville  | TLHSFLXGRS0 | 4 |
| Trilacoochee           | TLCHFLXARS0 | 4 |
| Umatilla               | UMTLFLXARS0 | 4 |
| Wauchula               | WCHLFLXADS0 | 4 |
| Westwood               | WSTVFLXARS0 | 4 |
| Wildwood               | WLWDFLXARS0 | 4 |
| Williston              | WLSTFLXARS0 | 4 |
| Zolfo Springs          | ZLSPFLXARS0 | 4 |

## **INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT**

This Interconnection, Collocation and Resale Agreement ("Agreement"), entered into this 24<sup>th</sup> day of February and effective the 14<sup>th</sup> day of June, 2004, is entered into by and between KMC Telecom V, Inc. (referred to herein as "KMC"), a Delaware corporation ("CLEC"), and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation (collectively referred to herein as "the Parties"), to establish the rates, terms and conditions for local interconnection, local resale and the purchase of unbundled network elements for the state of Florida.

**NOW THEREFORE**, the Parties agree as follows:

### **1. INTERCONNECTION AND RESALE AGREEMENT**

The Parties agree that the Agreement between the Parties shall consist of the MCImetro Access Transmission Services, L.L.C. and Sprint-Florida, Incorporated Interconnection and Resale Agreement dated March 1, 2002 (the "Adopted Agreement"). Except as otherwise agreed to in writing by the Parties, the Agreement shall reflect the same terms and conditions as the Adopted Agreement.

### **2. PARTIES**

CLEC is hereby substituted in the Adopted Agreement for MCImetro Access Transmission Services, L.L.C. and Sprint shall remain as the other Party to the Agreement.

### **3. TERM**

This Agreement shall have a termination date of February 28, 2005, which corresponds with the termination date of the Adopted Agreement.

### **4. NOTICES**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC: KMC Telecom Holdings, Inc.  
Interconnection Contract Management  
ATTENTION: Marva Brown Johnson  
1755 North Brown Road  
Lawrenceville, Georgia 30043  
Telephone Number: 678-985-7900  
Fax Number: 678-985-6213  
Email: [marva.johnson@kmctelecom.com](mailto:marva.johnson@kmctelecom.com)

With a copy to:

KMC Telecom Holdings, Inc.  
Office of the General Counsel/Legal Affairs  
1545 Route 206  
Bedminster, New Jersey 07921  
Telephone Number: 908-470-2100  
Fax Number: 908-719-8776

To Sprint: Director – Local Carrier Markets  
Sprint  
6450 Sprint Parkway  
Mailstop: KSOPHN0116-1B671  
Overland Park, KS 66251

With a copy to:

Sprint External Affairs  
Senior Attorney  
1313 Blainstone Road  
Tallahassee, FL 32301-3021

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

**“Sprint”**

By:



Name:

William E. Cheek

Title:

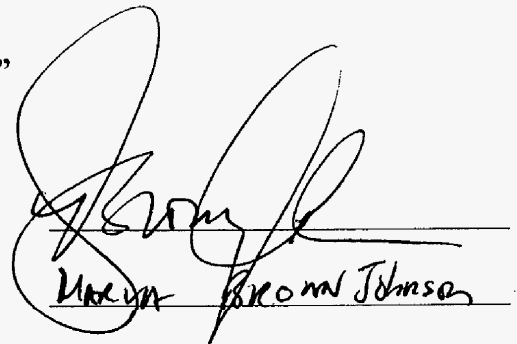
AVP – Strategic Sales &  
Account Management

Date:

2/28/05

**“KMC”**

Name:



Title:

Vice President & Senior Counsel  
2/24/2005

**AMENDMENT NO. 1 TO  
INTERCONNECTION AND RESALE AGREEMENT  
BETWEEN  
SPRINT-FLORIDA, INCORPORATED AND KMC TELECOM V, INC.**

This Amendment No. 1 is made this 24<sup>th</sup> day of February, 2005, by and between Sprint-Florida, Incorporated ("Sprint") and KMC Telecom V, Inc. ("KMC") and effective June 14, 2004. (Sprint and KMC may be referred to individually as a "Party" and collectively as the "Parties").

**BACKGROUND:**

WHEREAS, the Parties entered into an Interconnection and Resale Agreement ("Agreement") effective June 14, 2004 for the state of Florida, which consists of an adoption of the Interconnection Agreement between Sprint and MCImetro Access Transmission Services, Inc. that was effective March 1, 2002.

WHEREAS, on February 1, 2002, Sprint elected to offer the interim compensation rates established by the Federal Communications Commission ("FCC") in its *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order") and wish to amend the Agreement to reflect such election.

WHEREAS, the Parties also wish to amend the Agreement to reflect the application of reciprocal compensation for Local Traffic consistent with the FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any Applicable Rules for the state of Florida.

WHEREAS, on October 18, 2004, the FCC issued an order granting, in part, the Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. 160(c) from Application of the ISP Remand Order in WC Docket No. 03-171, FCC 04-241 (hereinafter referred to as "*Core Forbearance Order*"). In the *Core Forbearance Order*, which became effective on October 8, 2004, the FCC granted the Core Communications, Inc. petition with respect to the growth caps and new markets rule originally set forth in the FCC's April 2001 *ISP Remand Order*.<sup>1</sup> Thus, the growth caps and new market rules are no longer in effect as of October 8, 2004.

WHEREAS, the Florida Public Service Commission ("FPSC"), in Docket No. 990649B, Order No. PSC-03-0058-FOF-TP, established new rates for unbundled network elements and related services and the parties wish to amend the Agreement to incorporate those rates.

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<sup>1</sup> *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001) (*ISP Remand Order*), remanded, *Worldcom v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), cert. Denied, 538 U.S. 1-12 (2003).

In consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

**Amendment:**

Attachment I, Price Schedule, Table One is hereby deleted and replaced with the Table One attached to the Amendment No. 1.

1. **Definitions.** The following definitions are added or substituted to Part B of the agreement:
  - 1.1. Except as otherwise indicated defined terms in this Amendment have the same meaning as in the Agreement.
  - 1.2. **"FCC Interim Intercarrier Compensation Mechanism"** means the interim intercarrier compensation mechanism established by the FCC in paragraphs 77-94 of the ISP Compensation Order.
  - 1.3. **"ISP-Bound Traffic"** for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") consistent with the ISP Compensation Order.
  - 1.4. **"Local Traffic,"** for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. Notwithstanding, the Parties agree that if the Commission has defined the local calling area for purposes of reciprocal compensation in an order applicable to the Parties, the Parties will abide by that order. For this purpose, Local Traffic does not include any Information Access Traffic (*see* ISP Compensation Order); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a). Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic.

2. **Compensation Mechanisms.** Attachment 4 – Interconnection, section 2 - Compensation Mechanisms is hereby deleted in its entirety and replaced with the following terms.

2.1. All combined Local Traffic and ISP-Bound Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating minutes of use, on a state-wide basis, is presumed to be Section 251(b)(5) Traffic ("Local Traffic"). All combined Local Traffic and ISP-Bound Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic minutes of use, on a state-wide basis, is presumed to be ISP-Bound Traffic. This presumption may be rebutted by either Party consistent with the provisions of the "ISP Compensation Order".

2.2. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order.

2.3. Local Traffic Rate.

2.3.1. The rates to be charged for the exchange of Local Traffic are the rates set forth in Table One of the Agreement and are reflected below.

2.3.2. Local Traffic Rate:

|                       |            |
|-----------------------|------------|
| End Office:           | \$0.001408 |
| Tandem Switching:     | \$0.001231 |
| Common Transport:     | \$0.000814 |
| Combined Tandem Rate: | \$0.003453 |

2.4. ISP-Bound Traffic

2.4.1. Consistent with Sprint's election of the FCC Interim Intercarrier Compensation Mechanism, ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Intercarrier Compensation Mechanism. ISP-Bound Traffic will be compensated at the rates established by the FCC.

2.4.1.1. The terminating Party will bill the originating Party a rate of \$0.0007 per MOU for ISP-Bound Traffic delivered to the terminating Party, beginning on June 14, 2003 and through the termination of this Agreement.

2.5. The volume of ISP-Bound Traffic for which one Party may bill the other is subject to a growth cap through October 7, 2004. The growth cap will be applied as follows:

- 2.5.1. To determine the base-line for compensation purposes calculate the number of ISP-Bound Traffic minutes for which each Party was compensated during the first quarter of 2001, multiply times four and multiply that number by a ten percent (10%) growth factor (1.10). An additional ten percent growth factor (1.10) is calculated for 2002.
  - 2.5.2. From the effective date of this Agreement and through October 8, 2004, the Parties will compensate each other for ISP-Bound Traffic up to the number of ISP-Bound Traffic minutes for which each Party was compensated during 2002.
- 2.6. Consistent with Sprint's election of the FCC Interim Inter-carrier Compensation Mechanism, Information Access Traffic is not considered Local Traffic subject to reciprocal compensation, but is instead traffic subject to compensation as described by the FCC Interim Inter-carrier Compensation Mechanism. Information Access Traffic will be compensated at the rates established by the FCC.
- 2.7. Effective October 8, 2004, the terminating Party will bill the originating Party a rate of \$0.0007 per minute of use for Information Access Traffic delivered to the terminating Party and no growth caps and/or new market rules shall apply to ISP-Bound Traffic.
- 2.8. If at any point after the Effective Date of this Amendment, Sprint no longer offers to terminate Local Traffic or Information Access Traffic at the FCC Rates set forth in subsection 4 for any carrier, including but not limited to CLECs and CMRS providers, Sprint shall notify KMC immediately of this choice and the rate of Information Access Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Table One of the Agreement. If the Parties are unable to agree on whether Sprint is offering to exchange traffic as described in this Section 4, they shall invoke the dispute resolution procedures in the Agreement.
- 2.9. The Parties agree that, for purposes of this Agreement, and expressly subject to the change in law provisions contained in Part A, Section 2.2 of the Agreement, KMC's switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule 51.711(a) (3) (47 C.F.R. § 51.711(a) (3)) and any applicable state law. KMC has provided a letter of self-certification that it serves a geographic area comparable to the geographic area served by Sprint's tandem switch. Sprint has reviewed KMC's self-certification and agrees that for purposes of this Amendment No. 1, KMC meets the geographic

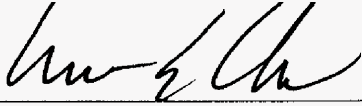
comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3) and applicable state law

**3. Miscellaneous Terms and Conditions**

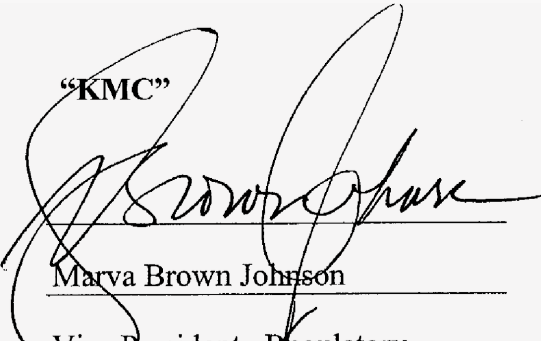
- 3.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.
- 3.2. This Amendment No. 1 executed by authorized representatives of Sprint and KMC is made a part of and is incorporated into the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and KMC has caused this Amendment No. 1 to be executed by its duly authorized representatives.

**“Sprint”**

By:   
Name : William E. Cheek  
Title: Assistant Vice President - Strategic Sales & Account Management  
Date: 2/28/05

**“KMC”**

By:   
Name: Marva Brown Johnson  
Title: Vice President - Regulatory Affairs  
Date: 2/24/2005

# ATTACHMENT I

## Table One

| KEY CODES |       | SPRINT RATE ELEMENT COST SUMMARY: FLORIDA                                       |            |            |
|-----------|-------|---|------------|------------|
| MRC       | NRC   | DESCRIPTION   | MRC        | NRC        |
|           |       | <b>RESALE DISCOUNTS</b>   |            |            |
|           |       | Other than Operator / DA  | 19.40%     |            |
|           |       | Op Assist / DA  | 12.10%     |            |
|           |       | <b>USAGE FILE CHARGES</b>   | <b>MRC</b> | <b>NRC</b> |
| UF01      |       | Message Provisioning, per message   | \$0.00307  |            |
| UF02      |       | Data Transmission, per message  | \$0.00000  |            |
|           | DB008 | Media Charge - per CD (Price reflects shipping via regular U.S. Mail)           |            | \$18.00    |
|           |       | <b>OTHER CHARGES</b>  | <b>MRC</b> | <b>NRC</b> |
|           | UP026 | Temporary Suspension of Service for UNE-P / Resale - <b>SUSPEND</b>             |            | \$0.00     |
|           | UP027 | Temporary Suspension of Service for UNE-P / Resale - <b>RESTORE</b>             |            | \$21.00    |
|           | UP028 | PIC Change Charge, per change   |            | \$5.00     |
|           | DA030 | Operator Assistance / Directory Assistance Branding                             |            | ICB        |
|           |       | <b>UNE LOOP, TAG &amp; LABEL / RESALE TAG &amp; LABEL</b>                       | <b>MRC</b> | <b>NRC</b> |
|           | OC015 | Tag and Label on a new install loop or resale                                   |            | \$4.72     |
|           | OC013 | Tag and Label on a reinstall loop or an existing loop or resale                 |            | \$9.44     |
|           | OC014 | Tag and Label on an add'l loop or resale on the same order at the same location |            | \$3.78     |
|           |       | <b>TRIP CHARGE</b>  | <b>MRC</b> | <b>NRC</b> |
|           | OC003 | Trip Charge   |            | \$18.88    |
|           |       | <b>RATE ELEMENT</b>   | <b>MRC</b> | <b>NRC</b> |
|           |       | <b>SERVICE ORDER / INSTALLATION / REPAIR</b>                                    |            |            |
|           | SO001 | Manual Service Order  |            | \$28.10    |
|           | SO002 | Manual Service Order - Listing Only   |            | \$14.81    |
|           | SO003 | Manual Service Order - Change Only  |            | \$13.76    |
|           | SO004 | Electronic Service Order  |            | \$3.82     |
|           | SO005 | Electronic Service Order - Listing Only   |            | \$0.42     |
|           | SO006 | Electronic Service Order - Change Only  |            | \$1.66     |
|           | OC008 | 2-Wire Loop Cooperative Testing   |            | \$46.71    |
|           | OC009 | 4-Wire Loop Cooperative Testing   |            | \$66.99    |
|           | OC010 | Trouble Isolation Charge  |            | \$48.47    |
|           | OC016 | Change Telephone Number, per change   |            | \$14.66    |
|           | OC017 | LNP Coordinated Conversion - Lines 1-10   |            | \$47.33    |
|           | OC018 | LNP Coordinated Conversion - each additional line                               |            | \$4.24     |
|           | OC023 | LNP Conversion - 10-Digit Trigger   |            | \$0.00     |
|           |       | <b>UNE to Special Access Conversion</b>   |            |            |
|           | OC021 | DS1, per line   |            | \$76.71    |
|           | OC022 | DS3, per line   |            | ICB        |

|       |       | UNBUNDLED NETWORK ELEMENTS (UNE)                 |         |          |
|-------|-------|--|---------|----------|
|       |       | STAND ALONE NID                                  | MRC     | NRC      |
| OC019 | OC005 | 2-Wire   | \$0.82  | \$8.50   |
| OC020 | OC006 | 4-Wire   | \$1.64  | \$16.99  |
|       |       | Other NID Sizes                                  | ICB     | ICB      |
|       |       | PRE-ORDER LOOP QUALIFICATION                     | MRC     | NRC      |
|       | PQ001 | Loop Make-Up Information                         |         | \$5.90   |
|       |       | LOOPS (RATES INCLUDE NID CHARGE)                 | MRC     | NRC      |
|       |       | <b>2-Wire Analog</b>                             |         |          |
| AA013 |       | Band 1   | \$11.64 |          |
| AA014 |       | Band 2   | \$18.45 |          |
| AA015 |       | Band 3   | \$25.51 |          |
| AA016 |       | Band 4   | \$46.22 |          |
|       | AA002 | First Line                                       |         | \$111.24 |
|       | AA003 | Second Line and Each Additional Line (same time) |         | \$52.73  |
|       | AA004 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$65.81  |
|       | AA005 | Disconnect                                       |         | \$31.75  |
|       |       | <b>4-Wire Analog</b>                             |         |          |
| AA017 |       | Band 1   | \$22.50 |          |
| AA018 |       | Band 2   | \$35.64 |          |
| AA019 |       | Band 3   | \$49.24 |          |
| AA020 |       | Band 4   | \$89.18 |          |
|       | AA008 | First Line                                       |         | \$144.33 |
|       | AA009 | Second Line and Each Additional Line (same time) |         | \$85.82  |
|       | AA010 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$81.70  |
|       | AA011 | Disconnect                                       |         | \$36.47  |
|       |       | <b>2-Wire xDSL - Capable Loop</b>                |         |          |
| AA013 |       | Band 1   | \$11.64 |          |
| AA014 |       | Band 2   | \$18.45 |          |
| AA015 |       | Band 3   | \$25.51 |          |
| AA016 |       | Band 4   | \$46.22 |          |
|       | DX009 | First Line                                       |         | \$106.81 |
|       | DX002 | Second Line and Each Additional Line (same time) |         | \$48.30  |
|       | DX003 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$63.55  |
|       | DD004 | Disconnect                                       |         | \$31.75  |
|       |       | <b>4-Wire xDSL - Capable Loop</b>                |         |          |
| DX010 |       | Band 1   | \$22.43 |          |
| DX011 |       | Band 2   | \$35.53 |          |
| DX012 |       | Band 3   | \$49.08 |          |
| DX013 |       | Band 4   | \$88.89 |          |
|       | DX014 | First Line                                       |         | \$138.23 |
|       | DX015 | Second Line and Each Additional Line (same time) |         | \$79.72  |
|       | DX016 | Re-install (Cut Thru and Dedicated/Vacant)       |         | \$78.59  |
|       | DX017 | Disconnect                                       |         | \$36.47  |
|       |       | <b>2-Wire Digital Loop</b>                       |         |          |
| AA013 |       | Band 1   | \$11.64 |          |
| AA014 |       | Band 2   | \$18.45 |          |
| AA015 |       | Band 3   | \$25.51 |          |
| AA016 |       | Band 4   | \$46.22 |          |

|       |       |   |            |                 |
|-------|-------|---|------------|-----------------|
|       | DD002 | First Line  |            | \$169.14        |
|       | DD003 | Second Line and Each Additional Line (same time)  |            | \$108.10        |
|       | DD004 | Disconnect  |            | \$31.75         |
|       |       | <b>2-Wire ISDN-BRI Digital Loop</b>   |            |                 |
| DD013 |       | Band 1  | \$19.92    |                 |
| DD014 |       | Band 2  | \$31.95    |                 |
| DD015 |       | Band 3  | \$44.41    |                 |
| DD016 |       | Band 4  | \$80.98    |                 |
|       | DD002 | First Line  |            | \$169.14        |
|       | DD003 | Second Line and Each Additional Line (same time)  |            | \$108.10        |
|       | DD004 | Disconnect  |            | \$31.75         |
|       |       | <b>4-Wire Digital Loop (no electronics)</b>   |            |                 |
| DD017 |       | Band 1  | \$22.50    |                 |
| DD018 |       | Band 2  | \$35.64    |                 |
| DD019 |       | Band 3  | \$49.24    |                 |
| DD020 |       | Band 4  | \$89.18    |                 |
|       | DD006 | First Line  |            | <b>\$240.90</b> |
|       | DD007 | Second Line and Each Additional Line (same time)  |            | \$179.85        |
|       | DD008 | Disconnect  |            | \$36.47         |
|       |       | <b>Digital 56k/64k Loop</b>   |            |                 |
| DD021 |       | Band 1  | \$19.82    |                 |
| DD022 |       | Band 2  | \$31.79    |                 |
| DD023 |       | Band 3  | \$44.18    |                 |
| DD024 |       | Band 4  | \$80.57    |                 |
|       | DD002 | First Line  |            | \$169.14        |
|       | DD003 | Second Line and Each Additional Line (same time)  |            | \$108.10        |
|       | DD004 | Disconnect  |            | \$31.75         |
|       |       | <b>LOOP CONDITIONING</b>  | <b>MRC</b> | <b>NRC</b>      |
|       | LC001 | <b>Load Coil Removal</b> for all Digital UNE, Line Sharing and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies) |            | \$0.00          |
|       | LC002 | Conditioning Engineering Charge - per loop  |            | \$39.11         |
|       | LC003 | Conditioning Trip Charge - per loop   |            | \$16.41         |
|       |       | <b>The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.</b>   |            |                 |
|       |       | <b>Load Coil Removal: Loops 18kft or longer</b>   |            |                 |
|       | LC004 | Unload cable pair, per Underground location   |            | \$445.21        |
|       | LC005 | Unload Add'l cable pair, UG same time, same location and cable  |            | \$3.43          |
|       | LC006 | Unload cable pair, per Aerial or Buried Location  |            | \$7.80          |
|       | LC007 | Unload Add'l cable pair, AE or BU, same time, location and cable  |            | \$1.80          |
|       |       | <b>Bridge Tap or Repeater Removal - Any Loop Length</b>   |            |                 |
|       | LC012 | Remove Bridged Tap or Repeater, per Underground Location  |            | \$442.28        |
|       | LC013 | Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable   |            | \$0.50          |
|       | LC014 | Remove Bridged Tap or Repeater, per Aerial or Buried Location   |            | \$6.43          |
|       | LC015 | Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable   |            | \$0.44          |

| SUB LOOPS (RATES INCLUDE NID CHARGE)                       |       |  | MRC                | NRC      |
|--|-------|--|--------------------|----------|
|  |       | Sub-Loops Interconnection (Stub Cable)   |                    | ICB      |
|  |       |  |                    |          |
| <b>2 Wire Voice Grade and Digital Data Distribution</b>    |       |  |                    |          |
| SB002  |       | Band 1   | \$4.97             |          |
| SB003  |       | Band 2   | \$7.58             |          |
| SB004  |       | Band 3   | \$10.28            |          |
| SB005  |       | Band 4   | \$18.22            |          |
|  | SB010 | First Line   |                    | \$119.15 |
|  | SB011 | Second Line and Each Additional Line (same time)                                     |                    | \$40.65  |
|  | SB012 | Disconnect   |                    | \$51.98  |
|  |       |  |                    |          |
| <b>4 Wire Voice Grade and Digital Data Distribution</b>    |       |  |                    |          |
| SB006  |       | Band 1   | \$9.58             |          |
| SB007  |       | Band 2   | \$14.59            |          |
| SB008  |       | Band 3   | \$19.77            |          |
| SB009  |       | Band 4   | \$34.98            |          |
|  | SB013 | First Line   |                    | \$164.56 |
|  | SB014 | Second Line and Each Additional Line (same time)                                     |                    | \$65.20  |
|  | SB015 | Disconnect   |                    | \$63.31  |
|  |       |  |                    |          |
| RECIPROCAL COMPENSATION                                    |       |  | MRC                | NRC      |
| RC001  |       | End Office per MOU   | \$0.002221         | N/A      |
| RC002  |       | Tandem Switching per MOU   | \$0.002053         | N/A      |
| RC003  |       | Shared Transport per MOU   | \$0.000814         | N/A      |
|  |       |  |                    |          |
|  |       | ISP-bound Traffic Termination  | \$0.0007           | N/A      |
|  |       |  |                    |          |
| TRANSIT SERVICE  |       |  | MRC                | NRC      |
| RC002  |       | Transit Service Charge, per minute of use  | \$0.002867         | N/A      |
|  |       |  |                    |          |
| COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE (SS7)     |       |  | MRC                | NRC      |
| TT027  | TT016 | STP Port   | \$252.47           | \$281.69 |
| TT028  |       | STP Switching  | \$0.33             | N/A      |
|  | TT017 | STP Transport Link 56.0 Kbps SS7 Link per month                                      | Refer to<br>Tariff | \$184.79 |
|  | TT010 | SS7 Originating Point Code (OPC)   |                    | \$29.94  |
|  | TT011 | SS7 GlobalTitle Address Translation (GTT)  |                    | \$14.97  |
|  |       |  |                    |          |
| DATABASE (available via contract or tariff)                |       |  | MRC                | NRC      |
| DB001  |       | Local Number Portability query (LNP) - Contracted                                    | \$0.00030          |          |
| DB002  |       | Toll Free Code query (TFC) - Simple - Contracted                                     | \$0.00200          |          |
| DB003  |       | Toll Free Code query (TFC) - Complex Additive - Contracted                           | \$0.00020          |          |
| DB004  |       | Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>                | \$0.03660          |          |
| DB005  |       | Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>      | \$0.01600          |          |
| DB006  |       | Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>           | \$0.01450          |          |
| DB009  |       | Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>   | \$0.00800          |          |
| DB010  |       | Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i> | \$0.00550          |          |
|  |       |  |                    |          |
| OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only) |       |  | MRC                | NRC      |
|  | DA002 | DA Database Listing & Update per listing or update                                   | Refer to<br>Tariff |          |
|  | DA003 | DA Data Base Query Service per query   | Refer to<br>Tariff |          |
|  | DA004 | Local Directory Services - white page listings                                       | Refer to<br>Tariff |          |

|       |       |   |                      |                      |
|-------|-------|---|----------------------|----------------------|
| DA005 |       | Toll and Local Assistance Service (Live)  | \$0.414              |                      |
| DA006 |       | Directory Assistance Operator Service (Live)  | \$0.353              |                      |
|       |       |   |                      |                      |
|       |       | <b>Customized Routing</b>   |                      |                      |
|       | LS008 | Switch Analysis   |                      | ICB                  |
|       | LS009 | Host Switch Translations  |                      | ICB                  |
|       | LS010 | Remote Switch Translations  |                      | ICB                  |
|       |       |   |                      |                      |
|       |       | <b>911 and E911 Transport</b>   | <b>MRC</b>           | <b>NRC</b>           |
| DB011 | DB007 | 911 and E911 Transport  | See FCC #3 Tariff    | See FCC #3 Tariff    |
|       |       |   |                      |                      |
|       |       | <b>STREET INDEX GUIDE</b>   | <b>MRC</b>           | <b>NRC</b>           |
| DB008 |       | SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)        |                      | \$18.00              |
|       |       |   |                      |                      |
|       |       | <b>ROUTINE MODIFICATION OF FACILITIES</b>   | <b>MRC</b>           | <b>NRC</b>           |
|       |       |   |                      |                      |
|       |       | <b>Rearrangement of Cable</b>   |                      |                      |
|       |       |   |                      |                      |
|       |       | Rearrangement of Up to 3 Pairs per UNE Loop Ordered                                       | N/A                  | Included in Loop NRC |
|       |       | Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered                           | N/A                  | ICB                  |
|       |       |   |                      |                      |
|       |       | <b>Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location</b> |                      |                      |
|       |       | 1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):                       |                      |                      |
|       |       |   |                      |                      |
|       |       | Where Special Construction Does Not Apply (Card Installation Only)                        | Included in Loop MRC | Included in Loop NRC |
|       |       | Where Special Construction Applies, Non Recurring Charge                                  |                      | \$2,151.93           |
|       |       |   |                      |                      |
|       |       | 2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)                         |                      |                      |
|       |       |   |                      |                      |
|       |       | Where Special Construction Does Not Apply (Card Installation Only)                        | Included in Loop MRC | Included in Loop NRC |
|       |       | Where Special Construction Applies, Non Recurring Charge                                  |                      | \$2,389.90           |
|       |       |   |                      |                      |
|       |       | <b>Smart Jack</b>   | Included in Loop MRC | Included in Loop NRC |
|       |       |   |                      |                      |
|       |       | <b>Line Card Installation</b>   | Included in Loop MRC | Included in Loop NRC |

| Loop Banding                   |              |      |
|--------------------------------|--------------|------|
| Exchange Name                  | CLLI         | Band |
| Maitland                       | MTLDFLXADS1  | 1    |
| Shalimar                       | SHLMFLXADS0  | 1    |
| Tallahassee-Calhoun            | TLHSFLXADS0  | 1    |
| Tallahassee-FSU                | TLHSFLXERS0  | 1    |
| Altamonte Springs              | ALSPFLXADS0  | 2    |
| Boca Grande                    | BCGRFLXARS1  | 2    |
| Bonita Springs                 | BNSPFLXADS1  | 2    |
| Buenaventura Lakes             | KSSMFLXDORS0 | 2    |
| Cape Coral                     | CPCRFLXADS0  | 2    |
| Casselberry                    | CSLBFLXADS1  | 2    |
| Cypress Lake-Regional Airport  | CYLKFLXBRS0  | 2    |
| Destin                         | DESTFLXADS0  | 2    |
| Fort Myers                     | FTMYFLXCDS2  | 2    |
| Fort Myers                     | FTMYFLXADS0  | 2    |
| Fort Myers Beach               | FTMBFLXARS0  | 2    |
| Fort Walton Beach-Denton       | FTWBFLXBDS0  | 2    |
| Fort Walton Beach-Hollywood    | FTWBFLXADS0  | 2    |
| Fort Walton Beach-Mary Esther  | FTWBFLXCRS0  | 2    |
| Goldenrod                      | GLRDFLXADS0  | 2    |
| Highlands                      | OCALFLXCRS0  | 2    |
| Lady Lake                      | LDLKFLXARS0  | 2    |
| Lake Brantley                  | LKBRFLXADS1  | 2    |
| Naples                         | NPLSFLXDDS0  | 2    |
| North Naples                   | NNPLFLXADS1  | 2    |
| Orange City                    | ORCYFLXADS0  | 2    |
| Tallahassee-Blairstone         | TLHSFLXDDS0  | 2    |
| Tallahassee-Willis             | TLHSFLXBDS0  | 2    |
| Valparaiso                     | VLPRFLXADS0  | 2    |
| Valparaiso-Seminole            | VLPRFLXBRS0  | 2    |
| Windermere                     | WNDRFLXARS0  | 2    |
| Winter Garden                  | WNGRFLXADS0  | 2    |
| Winter Park                    | WNPFLXADS1   | 2    |
| Apopka                         | APPKFLXADS1  | 3    |
| Bellevue                       | BLVWFLXADS0  | 3    |
| Beverly Hills                  | BVHLFLXADS0  | 3    |
| Chassahowitzka-Homosassa Spr   | CHSWFLXARS0  | 3    |
| Clermont                       | CLMTFLXADS0  | 3    |
| Crestview                      | CRVWFLXADS0  | 3    |
| Cypress Lake                   | CYLKFLXADS0  | 3    |
| Fort Myers (East)              | FTMYFLXBRS0  | 3    |
| Golden Gate                    | GLGCFLXADS0  | 3    |
| Kissimmee                      | KSSMFLXADS0  | 3    |
| Kissimmee                      | KSSMFLXCRS1  | 3    |
| Kissimmee (West / Reedy Creek) | KSSMFLXBDS1  | 3    |
| Leesburg                       | LSBGFLXADS0  | 3    |
| Marco Island                   | MOISFLXADS1  | 3    |
| Mount Dora                     | MTDRFLXARS0  | 3    |
| Naples (Southeast)             | NPLSFLXCDS0  | 3    |
| North Cape Coral               | CPCRFLXBDS1  | 3    |

|                          |              |   |
|--------------------------|--------------|---|
| North Fort Myers         | NFMYFLXADS0  | 3 |
| North Fort Myers         | NFMYFLXBRS0  | 3 |
| Ocala                    | OCALFLXADS0  | 3 |
| Ocala                    | OCALFLXBDS0  | 3 |
| Orange City              | ORCYFLXCRS0  | 3 |
| Port Charlotte           | PTCTFLXADS0  | 3 |
| Sanibel-Captiva Islands  | SNISFLXADS0  | 3 |
| Silver Springs Shores    | SVSSFLXARS0  | 3 |
| Tallahassee-Mabry        | TLHSFLXCDS0  | 3 |
| Tallahassee-Perkins      | TLHSFLXHDS0  | 3 |
| Tallahassee-Thomasville  | TLHSFLXFDS0  | 3 |
| Tavares                  | TVRSFLXADS0  | 3 |
| Alford                   | ALFRFLXARS0  | 4 |
| Alva                     | ALVAFLXARS1  | 4 |
| Arcadia                  | ARCDFLXADS0  | 4 |
| Astor                    | ASTRFLXARS0  | 4 |
| Avon Park                | AVPKFLXADS0  | 4 |
| Baker                    | BAKRFLXADS0  | 4 |
| Bonifay                  | BNFYFLXARS0  | 4 |
| Bowling Green            | BWLGFLXARS0  | 4 |
| Bushnell                 | BSHNFLXADS0  | 4 |
| Cape Haze                | CPHZFLXADS0  | 4 |
| Cherry Lake              | CHLKFLXARS0  | 4 |
| Clewiston                | CLTNFLXARS0  | 4 |
| Cottondale               | CTDLFLXARS0  | 4 |
| Crawfordville            | CFVLFLXADS0  | 4 |
| Crystal River            | CRRVFLXADS0  | 4 |
| Dade City                | DDCYFLXADS1  | 4 |
| DeFuniak Springs         | DFSPFLXADS0  | 4 |
| Eustis                   | ESTSFLXARS0  | 4 |
| Everglades               | EVRGFLXARS1  | 4 |
| Forest                   | OCNFFLXARS0  | 4 |
| Fort Meade               | FTMDFLXARS0  | 4 |
| Freeport                 | FRPTFLXARS0  | 4 |
| Glendale                 | GLDLFLXARS0  | 4 |
| Grand Ridge              | GDRGFLXADS0  | 4 |
| Greenville               | GNVLFLXARS0  | 4 |
| Greenwood                | GNWDFLXARS0  | 4 |
| Groveland                | GVLDLFLXARS0 | 4 |
| Homosassa Springs        | HMSPFLXARS0  | 4 |
| Howey-in-the-Hills       | HOWYFLXARS0  | 4 |
| Immokalee                | IMKLFLXARS0  | 4 |
| Inverness                | INVRFLXADS1  | 4 |
| Kenansville              | KNVLFLXARS0  | 4 |
| Kingsley Lake            | KGLKFLXARS0  | 4 |
| LaBelle                  | LBLLFLXADS0  | 4 |
| Lake Helen - Orange City | LKHLFLXARS0  | 4 |
| Lake Placid              | LKPCFLXARS0  | 4 |
| Lawtey                   | LWTYFLXARS0  | 4 |
| Lee                      | LEE FLXARS0  | 4 |
| Lehigh Acres             | LHACFLXADS0  | 4 |
| Madison                  | MDSNFLXADS0  | 4 |
| Malone                   | MALNFLXARS0  | 4 |
| Marianna                 | MRNNFLXADS0  | 4 |
| Monticello               | MNTIFLXADS0  | 4 |
| Montverde                | MTVRFLXARS0  | 4 |

|                        |             |   |
|------------------------|-------------|---|
| Moore Haven            | MRHNFLXARS0 | 4 |
| Ocklawaha              | OKLWFLXADS0 | 4 |
| Okeechobee             | OKCBFLXADS1 | 4 |
| Panacea                | PANCFLXARS0 | 4 |
| Pine Island            | PNISFLXADS0 | 4 |
| Ponce de Leon          | PNLNFLXARS0 | 4 |
| Punta Gorda            | PNGRFLXADS1 | 4 |
| Reynolds Hill          | RYHLFLXARS0 | 4 |
| Salt Springs           | SSPRFLXARS0 | 4 |
| San Antonio            | SNANFLXARS0 | 4 |
| Santa Rosa Beach       | SNRSFLXARS0 | 4 |
| Seagrove Beach         | SGBHFLXARS0 | 4 |
| Sebring                | SBNGFLXADS1 | 4 |
| Silver Springs - Ocala | SVSPFLXARS0 | 4 |
| Sneads                 | SNDSFLXARS0 | 4 |
| Sopchoppy              | SPCPFLXARS0 | 4 |
| Spring Lake            | SLHLFLXARS0 | 4 |
| St. Cloud              | STCDFLXARS0 | 4 |
| St. Marks              | STMKFLXARS0 | 4 |
| Starke                 | STRKFLXADS0 | 4 |
| Tallahassee-Woodville  | TLHSFLXGRS0 | 4 |
| Trilacoochee           | TLCHFLXARS0 | 4 |
| Umatilla               | UMTLFLXARS0 | 4 |
| Wauchula               | WCHLFLXADS0 | 4 |
| Westwood               | WSTVFLXARS0 | 4 |
| Wildwood               | WLWDFLXARS0 | 4 |
| Williston              | WLSTFLXARS0 | 4 |
| Zolfo Springs          | ZLSPFLXARS0 | 4 |