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COMMISSION CLERK

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January 10, 2007

Ms. Blanca S. Bayo
Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Interconnection Agreement between *070042 -TP*
Smart City Telecommunications LLC and MCImetro Access
Transmission Services LLC

Dear Ms. Bayo:

Enclosed for filing and approval are the original and two (2) copies of the Interconnection Agreement between Smart City Telecommunications LLC ("Smart City Telecom") and MCImetro Access Transmission Services LLC ("MCImetro").

This Interconnection Agreement also supersedes and replaces the existing Interim Traffic Termination and Billing Agreement dated April 14, 1999 between Smart City Telecom and MCImetro as well as the existing Interim Traffic Termination and Billing Agreement dated May 8, 1997 between Smart City Telecom and Intermedia Communications, Inc., both of which were previously approved and are on file at the Florida Public Service Commission.

Should you have any questions regarding this matter, please contact me at (407) 828-6730.

Sincerely,

Lynn B. Hall
Director - Contracts and Tariffs

cc: Peter H. Reynolds, MCImetro
Tim Vogel, MCImetro
(w/o Encl.)

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INTERCONNECTION AGREEMENT

Between

MCImetro Access Transmission Services LLC

and

Smart City Telecommunications LLC

For the State of Florida

Dated: DECEMBER 19, 2006

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

INTERCONNECTION AGREEMENT

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INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is made as of this 19th day of DECEMBER 2006, by and between **MCImetro Access Transmission Services LLC** ("MCIm" or "CLEC"), a Delaware limited liability company doing business as MCImetro Access Transmission Services, with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147, and **Smart City Telecommunications LLC**, a Delaware limited liability company doing business as Smart City Telecom ("SCT" or "ITC") with offices at 3100 Bonnet Creek Road, Lake Buena Vista, FL (collectively, SCT and MCIm shall be referred to as the "Parties". "Party" shall be the singular reference to "Parties").

RECITALS AND PRINCIPLES

The effective date of this Agreement shall be immediate upon approval of this Agreement by the Florida Public Service Commission ("Commission") under Section 252(e) of the Telecommunications Act of 1996 (the "Act") or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act ("Effective Date").

WHEREAS, ITC is an incumbent local exchange carrier ("ILEC") authorized to provide Telecommunications services in certain exchanges in the state of Florida; and

WHEREAS, MCIm is a competitive local exchange telecommunications company ("CLEC") authorized to provide Telecommunications services in the state of Florida; and

WHEREAS, SCT claims that it is a rural telephone company, as that term is defined in 47 USC 153(37), a claim that MCIm has neither investigated nor confirmed; and

WHEREAS, MCIm has made a request for services under Sections 251(a) and (b) of the Act and has clarified that it is not seeking services under Section 251(c) of the Act; and

WHEREAS, It is specifically understood and agreed to by the Parties that nothing in this Agreement shall be construed as an attempt to reach agreement regarding any other matters not addressed herein including, but not limited to, all other interconnection services set forth in subsection 251 (c) of the Act; nor shall any act or omission of SCT or any provision of this Agreement be construed as a waiver of any rights SCT may have under subsection 251(f) of the Act; and

WHEREAS, the Parties wish to interconnect their facilities and originate, terminate and/or transport Local Traffic (as defined herein) between the facilities owned, controlled, or operated by the Parties thereby fulfilling their obligations pursuant to the Act.

WHEREAS MCIm having acquired Intermedia Communications, Inc. ("ICI"), this Agreement supersedes and replaces the existing Interim Traffic Termination and Billing Agreement dated April 14, 1999 between SCT and MCIm and the existing Interim Traffic Termination and Billing Agreement dated May 8, 1997 between SCT and ICI.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ITC and MCIm agree as follows:

SECTION 1. ATTACHMENTS AND PURPOSE

A. Attachments

The following documents attached hereto are hereby incorporated into and made a part of the Agreement:

ATTACHMENT 1 – GENERAL DEFINITIONS
ATTACHMENT 2 – INTERCONNECTION
ATTACHMENT 3 – NUMBER PORTABILITY
ATTACHMENT 4 – ANCILLARY SERVICES
ATTACHMENT 5 – DIRECTORY LISTINGS AND DELIVERY
ATTACHMENT 6 – INTERCARRIER COMPENSATION
ATTACHMENT 7 – PRICING
ATTACHMENT 8 – ORDER PROCESSING

B. Purpose

This Agreement is intended to fulfill each Party's obligations under subsection 251(a) and (b) of the Communications Act of 1934 (47 U.S.C. 151, et seq.), as amended by the Act, with respect to the exchange of traffic subject to Reciprocal Compensation where any such traffic originates on the network of one Party and terminates to the network of the other Party within the local calling service area of SCT as established by the Commission. The Parties agree that the terms and conditions contained within this Agreement, including the above identified Attachments, comply and conform with each Party's obligations under the Act.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement shall commence upon the Effective Date, and have an initial term of one (1) year (the "Initial Term"). The term of this Agreement will automatically renew for subsequent additional one (1) year terms after the expiration of the Initial Term ("Renewal Terms"), unless either Party provides the other Party with notice of termination at least ninety (90) days prior to the expiration of the existing Term. In the event that either Party requests that the Parties negotiate a successor Interconnection Agreement, both Parties agree to continue to operate in accordance with the rates, terms and conditions of this Agreement until a successor Agreement becomes effective in order to minimize disruption to the Parties and their respective End Users; provided, however, that nothing in this Agreement shall constitute a requirement that MCI continue to operate in the SCT local calling area if MCI elects not to do so.

SECTION 3. LIMITATION OF LIABILITY

Except for the willful or intentional misconduct or gross negligence of one or both Parties, the Parties agree to limit liability in accordance with this Section. The liability of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects occurred. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special or

consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 4 of this Agreement.

Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the End Users of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with an End User of one Party, both Parties shall assert the applicability of any limitations on liability to End Users that may be contained in either Party's applicable tariff(s).

SECTION 4. INDEMNIFICATION

4.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and their respective directors, officers and employees ("Indemnified Party"), from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property, to the extent such injury, death, damage, destruction or loss, was caused by the gross negligence or intentionally wrongful acts or omissions of the Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).

4.2 An Indemnifying Party's obligations under this Section shall be conditioned upon the following:

4.2.1. The Indemnified Party: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to the Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of the Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense.

4.2.2. If the Indemnified Party fails to comply with the requirements of this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

4.2.3. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.

4.2.3.1. With respect to any Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the

Indemnified Party. In so participating, the Indemnified Person shall be entitled to employ separate counsel for such purposes at its own expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party. The Indemnifying Party shall have no obligation to indemnify, defend or hold harmless the Indemnified Party as to any portion of such Claim.

4.2.3.2. In no event shall the Indemnifying Party settle a Claim or consent to any judgment with regard to a Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify, defend or hold harmless the Indemnified Party against, the Claim for any amount in excess of such refused settlement or judgment.

4.2.3.3. The Indemnified Party shall, in all cases, assert any and all defenses, including, but not limited to, affirmative defenses, defenses set forth in applicable Tariffs and Customer contracts, that limit liability to third persons as a bar to, or limitation on, any Claim or damages by a third-person claimant; provided, however, that the Indemnified Party shall not be required to assert any defenses that, in the opinion of counsel, are not well-grounded in fact or existing law, or in a good-faith argument for the reversal, modification, or exemption to existing law.

4.2.3.4. The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Claim.

4.3 Except as otherwise provided above, each Party agrees that it will not bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement, consistent with Applicable Law.

4.4 Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement.

SECTION 5. FORCE MAJEURE

Neither Party shall be held liable for any delay or failure to perform any part of this Agreement by reason of any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power

blackouts or unusually severe weather. In the event of any such excused delay or failure to perform, the Service Due Date for the performance of the original obligation(s) shall be extended by a period of time equal to the amount of time lost by reason of the Force Majeure event. The occurrence of a Force Majeure event shall not excuse the delayed Party from performing its obligations at a level of performance no less than that which it provides to itself or its own End Users.

SECTION 6. INDEPENDENT CONTRACTORS

Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another; and neither Party shall have the right or power to bind or obligate the other without the express advance written authorization of the other Party.

SECTION 7. CONFIDENTIAL INFORMATION

7.1 The Parties agree that it may be necessary to exchange certain proprietary and or confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, End User account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the Federal Communications Commission ("FCC") and any related or similar information ("Confidential Information"). Confidential Information specifically includes, but is not limited to: (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing a mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure or by written notice within ten (10) days of disclosure; (iii) information derived from a Party's use or the observation of a Party's use, of the other Party's network; and (iv) any other information that could reasonably be expected to cause competitive harm to the Party providing the Confidential Information (the "Disclosing Party"), or to confer a competitive advantage to the Party receiving such information (the "Recipient"), if disclosed to a third party or used for any purpose other than to perform its obligations as required by this Agreement. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to perform a Party's obligations as required by this Agreement.

7.2 The Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from the Disclosing Party; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by Recipient free of the restrictions on Confidential Information imposed by this Agreement; or (iv) after it is independently developed by Recipient personnel to whom the Confidential information has not been disclosed. The Recipient may disclose Confidential Information to the extent identified and required by law, court or governmental agency; provided that the Recipient promptly notifies the Disclosing Party as soon as the Recipient becomes aware of the requirement, and provided that the Recipient undertakes all lawful measures to avoid disclosing such information until the Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Disclosing Party's Confidential Information. Recipient will limit the disclosure of any Confidential Information not covered by a protective order to the minimum amount required to comply with the law, court or governmental agency that ordered the disclosure of the Confidential Information. The Disclosing Party shall have the right, but not the

obligation, to review the Confidential Information the Recipient intends to disclose prior to such disclosure.

7.3 Each Party agrees that Disclosing Party could be irreparably injured by a breach of this Section of the Agreement by Recipient or its Affiliates, directors, officers, employees, contractors or agents, and that the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section of the Agreement. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law, by contract or in equity.

SECTION 8. NOTICES

8.1 The addresses to which notices must be given by either Party may be changed upon written notice given to the other Party pursuant to this Section.

8.2 Notices given by one Party to the other under this Agreement shall be in writing and delivered by hand, overnight courier or pre-paid first class certified U.S. mail, return receipt requested, and shall be effective when received and properly addressed to:

MCIm:

Director, National Carrier Contracts & Initiatives

**Attn: Peter H. Reynolds
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147
Tel: (703) 886-1918**

**Copy to: Network and Technology
Law**

**Attn: Tim Vogel
1133 19th St, NW
Washington DC, 20036**

SCT:

**Director – Contracts
Attn: Lynn B. Hall
3100 Bonnet Creek Road (overnight delivery only)
P.O. Box 22555
Lake Buena Vista, Florida 32830-2555
Tel: (407) 828-6730**

8.3 Invoices, Billing Records and other forms of billing data and information will be provided to each Party in the format(s) required by this Agreement via the methods required by this Agreement at the following locations:

MCIm:

**MCIm Telco Cost Management
Attn: Reciprocal Compensation
205 North Michigan Avenue
Suite 1100
Chicago, IL 60601**

SCT:

**Smart City Telecom
Attn: Accounts Payable
P.O. Box 22555
Lake Buena Vista, FL 32830-2555**

SECTION 9. SEVERABILITY

If any part of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid for any reason, such ruling will only affect the contract language contained in that part of the Agreement held to be invalid. In all other respects this Agreement will stand as if such contract language was not a part thereof and the remainder of the Agreement shall continue in full force and effect.

SECTION 10. SUCCESSORS AND ASSIGNS

10.1 Neither Party may assign any right, interest, obligation or duty, in whole or in part, without written notification to the other Party. Either Party may assign any right, interest, obligation or duty, in whole or in part, to an Affiliate upon written notice to the other Party. Neither Party may assign any right, interest, obligation or duty, in whole or in part, to an unaffiliated third party without written notice to and the consent of the other Party. Any assignment without written notice, and in the case of unaffiliated third parties, the consent of the other Party shall be void ab initio. Notwithstanding any prior written notice or consent for assignment by the other Party, the effectiveness of any assignment is expressly conditioned upon the assignee's written assumption of the obligations, duties, responsibilities and liabilities of the assigning Party. However, the written assumption of the obligations, duties, responsibilities and liabilities of the assigning Party shall in no case excuse the assigning Party from any of its obligations, duties, responsibilities and liabilities to the other Party in accordance with the terms of this Agreement.

10.2 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

SECTION 11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter set forth herein, and supersedes any prior agreements, whether written or oral, with regard to such matters. No representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of any force or effect. This Agreement shall be modified only by a written agreement executed by both Parties with the same formalities as this Agreement, except as otherwise provided herein.

SECTION 12. COUNTERPARTS

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument. ITC and MCI hereby authorize the signatories to execute this Agreement on behalf of their respective companies.

SECTION 13. NOTICE OF NETWORK CHANGES

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall provide notice to the other Party of the change at least ninety (90) Days in advance of such change; provided, however, that if an earlier

publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

SECTION 14. CONTROLLING LAW

14.1 This Agreement shall be governed by and construed in accordance with Applicable Law, provided, however, that if state law governs a dispute regarding this Agreement, Florida law, without regard to its conflict of law provisions, shall control.

14.2 Changes in Applicable Law. If a change in Applicable Law results in a material change to any provision of this Agreement, either Party may request that the Parties enter into negotiations to amend this Agreement to comply with the change in Applicable Law at any time after the change in Applicable Law becomes final and effective. The Parties will negotiate such amendment promptly and in good faith. If the Parties cannot agree on an amendment within thirty (30) days after a Party's request, then either Party may invoke the Dispute Resolution procedures set forth in this Agreement.

SECTION 15. EXCHANGE OF BILLING INFORMATION

Each Party shall provide billing in accordance with industry standards, as appropriate, which shall set forth with particularity the charges provided and billed to the other Party, and shall indicate the state from which the charges were incurred. To the extent applicable, the Parties agree to follow then current industry guidelines for the exchange and billing of Telecommunications traffic. The Parties may use any method currently used or mutually selected by the Parties.

SECTION 16. BILLING

16.1 The Parties shall pay the rates set forth in this Agreement for the transport and termination of Service pursuant to Sec. 251(b)(5) of the Act. The rates for other services that are not the subject of this Agreement shall be established either by applicable tariffs or separate agreements between the Parties.

16.2 The Parties will prepare and send each other monthly billing statements according to consistent bill dates with separate identification of services being provided. Monthly billing statements are due in immediately available funds within thirty (30) days after the bill date, except as provided herein. If the bill date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bill will be due on the first business day following the Saturday, Sunday or Legal Holiday.

16.3 If a monthly billing statement is not received at least fifteen (15) days prior to the payment due date, then the bill shall be considered delayed; and the payment due date will be extended by the same number of days that the receipt of the monthly billing statement was delayed.

16.4 The Parties will bill and pay each other based upon accurate and verifiable Billing Records that reflect the actual usage data of the Parties and their End Users. Billing Records may be subject to audit at least once per year upon a Party's request and at the Party's expense. Provided, however, that if an audit discloses inaccurate or unverifiable Billing Records, the requesting Party may conduct more than one audit per year, and if the Billing Records are inaccurate or unverifiable to the detriment of the Party requesting the audit by more than five

percent (5%), the audit expenses shall be paid or reimbursed by the audited Party. Any disputes regarding bills, Billing Records or audits shall be resolved in accordance with the billing dispute resolution procedures set forth below.

SECTION 17. DISPUTE RESOLUTION

17.1 If charges are applicable pursuant to this Agreement the following terms and conditions apply.

17.2 The charges for Service or arrangement under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of receipt of the bill.

17.3 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion. Notwithstanding the foregoing, neither Party is entitled to bill for services rendered more than one (1) year prior to the date of billing.

17.4 If any portion of an amount due to a Party (the "Billing Party") for charges under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within one (1) year of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.

17.5 Billed Disputed Amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement.

17.6 If the Parties are unable to resolve the issues related to the Disputed Amounts of charges in the normal course of business within ninety (90) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties will appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives. However, all reasonable requests for relevant information made by one Party to the other Party must be honored.

17.7 If the Parties are unable to resolve issues related to the Disputed Amounts of charges within sixty (60) days after the Parties' appointment of designated representatives pursuant to subsection 17.6, then either Party may proceed under the dispute resolution provisions of Section 17.11.

17.8 The Parties agree that all negotiations pursuant to this subsection 3 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

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

17.10 Informal Resolution of Non-Billing Disputes

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation or arbitration to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

17.11 Formal Dispute Resolution

If negotiations fail to produce an agreeable resolution within the time-frames set forth in Sections 17.6 and 17.7 above, if applicable or otherwise within thirty (30) days, then either Party may proceed with any remedy available to it pursuant to law, equity or regulations. With mutual agreement of the Parties, such disputes may also be submitted to binding arbitration. In the case of an arbitration each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

SECTION 18. DEFAULT

If either Party believes the other is in breach of any obligation under this Agreement, it will first provide the other Party written notice of such breach and thirty (30) days to cure, unless otherwise agreed. Thereafter, if the Parties continue to disagree about a breach, the Parties will employ the dispute resolution procedures set forth in this Agreement.

SECTION 19. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including but not limited to the Customers or End Users of either Party, with any benefit, remedy, claim, right of action or other right.

SECTION 20. HEADINGS

The headings in this Agreement are for the convenience of the Parties and will not be construed to define or limit any of the terms herein or to affect the meanings or interpretation of this Agreement.

SECTION 21. EXECUTION

MCImetro and SCT hereby authorize and execute this Agreement.

Smart City Telecommunications LLC

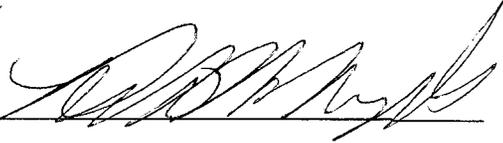
By: 

Name: James T. Schumacher

Title: Vice President – Finance

Date: 12/19/06.

MCImetro Access Transmission Services LLC

By: 

Name: **Peter H. Reynolds**

Title: Director

Date: Dec 14, 2006

ATTACHMENT 1
GENERAL DEFINITIONS

Terms utilized in this Agreement and also defined in the Act, or the orders, rules and regulations implementing the Act, shall have the meaning so defined unless otherwise set forth below in this Attachment. Except as set forth below in this Attachment, the Terms utilized in this Agreement should otherwise be defined to have the same meaning as such terms have when employed in common usage.

“Access Service Request” or “ASR” means the industry standard forms and supporting documentation used for ordering trunks. The ASR will be used to order trunking and facilities between MCI and ITC.

“Applicable Law” means all laws including, but not limited to, the Act and any rules, regulations and orders of the FCC, Commission, or any court of competent jurisdiction.

“Automatic Number Identification” or “ANI” means the system that provides the calling party’s billing number to the Local Exchange Carrier for delivery to any interconnecting carrier for billing or routing purposes, and to the subsequent delivery of such number to other End Users. For 911/E911 systems, the ANI identifies the telephone number associated with the access line from which a call originates.

“Basic 911” or “911” means an emergency telephone system which automatically connects 9-1-1 callers to a designated answering point. Call routing is determined by the originating Central Office. Basic 911 may or may not support ANI and/or ALI.

“Billing Record” means a record used to provide information for the purpose of billing Customers for services provided by a Party in accordance with the terms of this Agreement. Each field in the Billing Record must be populated with the correct information consistent with industry standards required to prepare and provide accurate bills to each Party’s Customers.

“Busy Line Verify/Busy Line Interrupt” means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another End User’s Basic Exchange Telecommunications Service line.

“Calling Party Number” or “CPN” means the End User line number or the directory number contained in the calling party number parameter of the call set-up message associated with a interstate call on a Signalling System 7 network.

“Central Office” means a building or a space within a building where transmission facilities or circuits are connected or switched. A Central Office may contain more than one Central Office Switch.

“Central Office Switch” refers to a switch used to provide Telecommunications Services, including, but not limited to, End Office and Tandem Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

“Charge Number” or “CGN” refers to a CCS parameter that identifies a calling party’s charge number. In records where no CGN appears, the CGN shall be deemed to be the CPN.

"Common Channel Signaling" or "CCS" means a method of exchanging call set-up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 ("SS7") is currently the preferred CCS method.

"Common Language Location Identifier" or "CLLI" means an 11-character code assigned to a Central Office to designate the physical location and area served.

"Customer" is a person or an entity to whom a Party directly provides or agrees to provide telecommunications services.

"Day" means calendar day unless otherwise specified.

"End Office Switch" is used to terminate End User Loops, or their equivalent, for the purpose of interconnecting to other Loops and to Trunks.

"End User" means the ultimate user of a telecommunications service provided by a Party.

"Enhanced 911" or "E911" provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

"Grade of Service" means the probability, expressed as a decimal fraction, of a telephone call being blocked. P.01 is the Grade of Service reflecting the probability that one call out of one hundred during the Average Busy Hour will be blocked, and is the minimum recommended Grade of Service for 911 trunk groups.

"Intra-LATA Toll Traffic" means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates in one LATA and terminates at a point in the same LATA, and is not otherwise subject to terms applicable to a calling scope established by the Commission or tariff service offering to be treated as non-toll traffic by the terminating Party.

"Inter-LATA Toll Traffic" means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates in one LATA and terminates at a point in another LATA, and is not otherwise subject to terms applicable to a calling scope established by the Commission or tariff service offering to be treated as non-toll traffic by the terminating Party.

"Interstate Toll Traffic" means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates at a point in one state and terminates at a point in another state, and is not otherwise subject to terms applicable to a calling scope established by the Commission or tariff service offering to be treated as non-toll traffic by the terminating Party.

"Intrastate Toll Traffic" means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates at a point in the state and terminates at a point in the same state, and is not otherwise subject to terms applicable to a calling scope established by the Commission or tariff service offering to be treated as non-toll traffic by the terminating Party.

"Internet Service Provider ("ISP")-Bound Traffic" means traffic delivered to a provider of

Internet Services and which, for purposes of intercarrier compensation, in the absence of this Agreement would be subject to the FCC's Order on Remand and Report and Order, FCC 01-131, CC Dockets No. 96-98 and 99-68 as modified or amended.

"Local Exchange Routing Guide" or "LERG" means a Database used by LECs and IXC's to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Local Traffic" means, regardless of the transport protocol that may be used, two-way telephone exchange traffic or exchange access traffic exchanged between the Parties that originates and terminates within the ILEC local calling area boundary as established and defined by the Commission and includes and any other traffic mandated by the Commission to be treated as non-toll traffic.

"National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

"Non-Local Traffic" means, Interstate Toll Traffic, Inter-LATA Toll Traffic and Intra-LATA Toll Traffic, all of which may be subject to applicable tariffed interstate or intrastate access charges.

"North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code) followed by a 3-digit NXX code and 4-digit line number.

"Number Portability Administration Center" or "NPAC" means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the NANP area.

"Numbering Plan Area" or "NPA," also sometimes referred to as the area code means the unique three-digit indicator that is defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPA's.

"NXX", "NXX Code", "Central Office Code, or "CO Code" means the three digit Switch entity code which is defined by the D, E and F digits of a 10 digit telephone number within the NANP.

“Operator Services” means any automatic or live assistance to an End User to arrange for billing or completion of a telephone call. Such services include, but are not limited to, “Busy Line Verify” or “BLV,” “Busy Line Verify – Interrupt” or “BLVI,” emergency interrupt, operator-assisted directory assistance services and inward operator services trunks.

"Ordering and Billing Forum" or “OBF” means the Telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

“Person” is a general term including an individual, association, trust, partnership, limited liability company, joint-stock company or corporation.

“Point(s) of Interconnection” or “POI(s)” means the physical location(s) within the SCT network, at which the Parties’ networks meet for the purposes of exchanging Local Traffic.

"Proprietary Information" shall have the same meaning as Confidential Information.

“Public Switched Network,” sometimes referred to as the “Public Switched Telecommunications Network” or “PSTN,” means any common carrier switched network, whether by wire or radio, including local exchange carriers, interexchange carriers and mobile service providers that use the NANP in connection with the provision of switched services.

"Rate Center" identifies the:

1. Specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive traffic to/from the particular NPA-NXX designations with the specific Rate Center; and
2. Corresponding geographic area which is associated with one or more particular NPA-NXX codes which have been assigned to a local exchange carrier for its provision of telephone exchange services.

“Service” means telecommunications service provided by one Party to the other Party.

“Service Due Date” means the specific date on which the requested Service is committed to be available.

“Service Provider” means a provider of Telecommunications Services or other entities that receive numbering resources from NANPA, a pooling administrator or a Telecommunications Carrier for the purpose of providing or establishing Telecommunications Service.

"Signaling System 7" or “SS7” is an out-of-band carrier to carrier signaling protocol used for call routing, billing and management.

"Tandem Switch" is used to connect and switch Trunks and Trunk groups, or their equivalent, for the purpose of transporting Telecommunications Traffic between and among End Office Switches.

ATTACHMENT 2
INTERCONNECTION

SECTION 1. INTERCONNECTION AND INTERCONNECTION TRUNKING ARRANGEMENTS

1.1 This Agreement addresses only the exchange of Local Traffic, IntraLATA Toll Traffic, and ISP-Bound Traffic as defined in the Attachment I, General Definitions Section of this Agreement. Each Party has the duty to interconnect directly or indirectly with the facilities and equipment of the other. In accordance with the terms and conditions set forth in this Attachment 2, the Parties shall establish facilities to exchange Local Traffic, IntraLATA Toll Traffic, and ISP-Bound Traffic. MCIIm shall designate a Point of Interconnection ("POI") on SCT's network. MCIIm will be responsible for engineering and maintaining its network on its side of the POI. ITC will be responsible for engineering and maintaining its network on its side of the POI. MCIIm will be responsible for transporting all traffic destined to be routed to or through ITC's network to ITC's Tandem Switch; ITC will be responsible for transporting all traffic destined to be routed to or through MCIIm's network to MCIIm's switch.

1.2 MCIIm and ITC agree to exchange Local Traffic by making trunking facilities available to each other in order to directly interconnect their respective networks. Trunking may be established to Tandem Switches or End Office Switches and may use a combination of one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher; the Parties agree to work cooperatively to establish trunk requirements for the exchange or delivery of traffic between the Parties. The initial trunking arrangement and POI are set forth in Exhibit A. In the absence of an order issued by the Commission or a Court with appropriate jurisdiction, the Parties will not block traffic exchanged over Interconnection trunking arrangements. If a dispute develops between the Parties with regard to traffic exchanged over Interconnection trunking arrangements, the Parties will invoke the dispute resolution procedures set forth in this Agreement, but shall continue to exchange traffic with each other without interruption.

SECTION 2. TRUNK FORECASTING

2.1 All trunks shall utilize SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

2.2 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on two-way trunks to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.

2.3 The trunk group(s) established between the Parties pursuant to the terms of this Agreement for the exchange of Local Traffic and ISP-Bound Traffic shall be engineered to a P.01 Grade of Service. The performance standard for two-way trunk groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.

2.4 The Parties shall collaboratively determine the number of two-way trunks that are required to meet the applicable design-blocking objective for all traffic carried on each two-way trunk group. MCIIm shall order two-way trunks by submitting ASR's to ITC and any applicable third party, setting forth the number of two-way trunks to be installed and the requested

installation dates within ITC's effective standard intervals or negotiated intervals, as appropriate. MCIIm shall populate all applicable fields in ASR's in accordance with OBF Guidelines as in effect from time to time, or use another mutually agreed upon format.

2.5 Both Parties shall monitor two-way trunk groups using service results for the applicable design blocking objective. If the ITC observes the blocking in excess of the applicable design objective on any two-way trunk group, they will telephonically contact MCIIm. MCIIm will then issue an ASR requesting that the trunk group be augmented to remedy the blocking. Upon receipt of such request, both Parties will provision additional trunks within five (5) business days.

2.6 Subject to 2.3 and Section 3, the Parties will review all two-way trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. MCIIm will promptly augment all two-way trunk groups that reach a utilization of eighty percent (80%) by submitting ASR's for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each two-way trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, MCIIm will promptly submit ASR's to disconnect a sufficient number of trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that two-way trunks should not be disconnected.

2.7 Trunk Group Provisioning

2.7.1 Both Parties shall use either a DS-1 or DS-3 facilities interface at the IP. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).

2.7.2 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

2.7.3 Each Party will use commercially reasonable efforts to monitor the traffic exchanged by the Parties over the interconnection trunk groups and to augment those groups using generally accepted trunk engineering standards so as not to exceed blocking objectives.

SECTION 3. GRADE OF SERVICE

Each Party shall maintain industry standard blocking grades of service for all trunk groups between the Parties. For Exchange Access service, the blocking level will be engineered not to exceed one-half percent (0.5%) in any hour. For all other services, the blocking level will be engineered not to exceed one percent (1%) in any hour.

SECTION 4. TRUNK SERVICING

4.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard format developed to replace the ASR for Interconnection trunk ordering.

4.2 The Parties will jointly manage the capacity of local Interconnection trunk groups and share responsibility for all Control Office functions for local Interconnection trunks and trunk groups. Both Parties shall share the overall coordination, installation, testing and maintenance responsibilities for these trunks and trunk groups.

4.3 Provisioning for local Interconnection trunk groups shall be scheduled as close as possible to the Service Due Date, but in no event shall it be any longer than ten (10) working days. The standard intervals for provision of local Interconnection trunk groups in the absence of a Service Due Date are four (4) business days for augments to existing trunk groups, and seven (7) business days for establishing new trunk groups.

4.4 Orders that comprise major projects that may directly impact the other Party's network may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among ITC and MCIIm work groups, including, but not limited to, the initial establishment of local Interconnection trunk groups in an area, NXX code moves, re-homes, facility grooming or network rearrangements.

4.5 MCIIm and ITC agree to exchange escalation lists designating contact personnel including vice president-level officers. These lists shall include name, department, title, phone number and fax number for each person. MCIIm and ITC agree to exchange an up-to-date list on a quarterly basis.

4.6 The Parties shall cooperatively plan and implement coordinated repair procedures for the Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

SECTION 5. PROTECTIVE PROTOCOLS

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the network from congestion due to facility failures, switch congestion or failure or focused overload. MCIIm and ITC will immediately notify each other of any protective control action planned or executed.

SECTION 6. EXPANSIVE PROTOCOLS

Where the capability exists, either Party may reroute originating or terminating traffic to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

SECTION 7. MASS CALLING

MCIIm and ITC shall cooperate and share pre-planning information where available regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes in order to prevent or mitigate the impact of these events on the public switched network.

SECTION 8. BUSY LINE VERIFY AND INTERRUPT

Each Party shall cooperate with the other Party to establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party to provide Busy Line Verify and Busy Line Verify and Interrupt services on calls between their respective End Users.

SECTION 9. PROVISIONING RESPONSIBILITIES OF THE PARTIES

9.1 Each Party shall notify the other when there is any change affecting the Service requested, including the Service Due Date.

9.2 The Parties shall coordinate and schedule testing of all trunk groups prior to turn up to ensure that they are installed as requested in the ASR, that they meet all acceptance test requirements, and placed in service by the Service Due Date.

9.3 In the event of a trouble, each Party shall sectionalize the trunk groups and portions of trunk groups in order to determine if the trouble is located in its own facility or in its portion of the trunk groups prior to referring the trouble to the other Party.

9.4 Each Party shall advise the other Party of any information that might adversely impact its Interconnection arrangement as soon as it becomes aware of such information.

9.5 Each Party shall provide the other Party with a trouble reporting/repair contact number that is readily accessible and available 24 hours/7 days a week. Any changes to this contact arrangement must be immediately provided to the other Party.

SECTION 10. NXX CODES

10.1 The Parties will load each other's Central Office Codes into their respective switch translation databases in a timely, reasonable manner, in accordance with any applicable industry standards.

10.2 "Central Office Codes" or "CO Codes" refer to the second three (3) digits (the "NXX") of a ten-digit telephone number in the form NPA-NXX-XXXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9.

SECTION 11. INTERCONNECTION OF SS7 NETWORKS

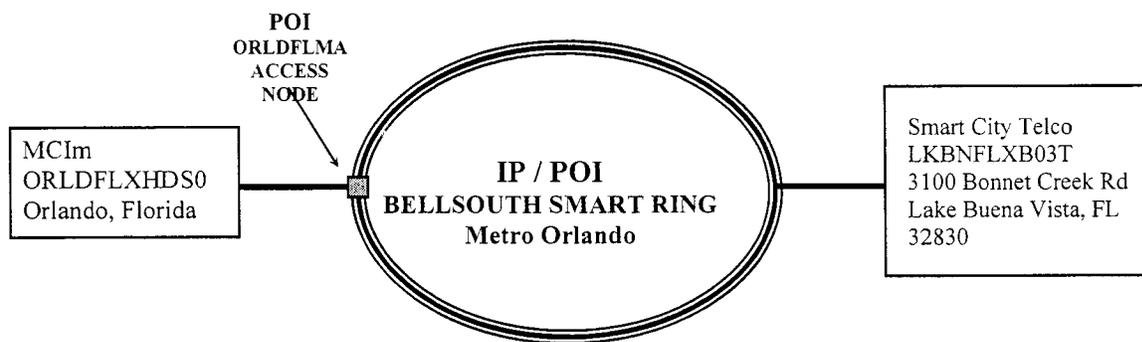
The Parties shall utilize the common channel out-of-band signaling (CCS) protocol in accordance with accepted industry practice and standard technical specifications. The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling protocols.

The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up. The Parties shall include the Jurisdiction Information Parameter ("JIP"), the Charge Number ("CGN"), and Calling Party Number ("CPN") in the Initial Address Message ("IAM"), containing a Local Exchange Routing Guide-assigned NPA-NXX (6 digits) identifying the originating switch on calls that they originate. The Parties shall not use JIP to jurisdictionalize traffic.

Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, and that the intentional substitution or generation by the offending Party resulted in under billing of access charges by the other Party, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered.

EXHIBIT A
SPECIFIED POINTS OF INTERCONNECTION
AND
INTERCONNECTION TRUNKING ARRANGEMENTS

MCIIm / SMART



ATTACHMENT 3
NUMBER PORTABILITY – SECTION 251(B)(2)

The Parties shall provide Number Portability (“NP”) in accordance with the rules and regulations prescribed from time to time by the FCC.

SECTION 1. SCOPE

1.1 The Parties shall provide LNP in accordance with rules and regulations as from time to time prescribed by the FCC. In connection with all methods of moving End Users’ telephone numbers from one Party’s switch to the other Party’s switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to End Users.

1.2 For purposes of this Agreement, the Parties agree to port numbers for End Users of the other Party. LNP orders will be submitted via email or Fax with confirmed receipt.

SECTION 2. PROCEDURES FOR PROVIDING LNP

2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. The Parties shall provide LNP on a reciprocal basis.

2.2 An End User of one Party (“Party A”) elects to become an End User of the other Party (“Party B”) The End User elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the services that will be provided directly or indirectly by Party B. After authorization from the End User in accordance with Applicable Law has been received and Party B sends an LSR to Party A, Parties A and B will work together to port the End User’s telephone number(s) from Party A’s network to Party B’s network.

2.3 When a telephone number is ported out of Party A’s network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its LIDB. Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B’s End User.

2.4 When an End User of Party A ports its telephone numbers to Party B and the End User has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the End User. Party B may request that Party A port all reserved numbers assigned to the End User or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the End User, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another End User.

2.5 When an End User of Party A ports its telephone numbers to Party B, in the process of porting the End User’s telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for Party B to be in control of when a number ports.

When Party A receives the porting request, the unconditional trigger shall be applied to the End User's line before the Service Due Date of the porting activity. When the ten (10) digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

2.6 Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed. The Party A will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. The ten (10) digit unconditional trigger and switch translations associated with the End User's telephone number will not be removed, nor will the Party A disconnect the End User's billing and account information, until 11:59 p.m. (local time) of the next business day after the Service Due Date. Any changes in Service Due Date when a ten-digit trigger has been applied will require notification by Party B to Party A via a supplemented LSR and Party A will not remove translations. It will be the responsibility of Party B to notify the NPAC of the revised Service Due Date.

2.7 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for Service Provider Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating the End User's telephone number records in the 911/Automatic Location Information ("ALI") database. Party A shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

2.8 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

2.9 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

ATTACHMENT 4
ANCILLARY SERVICES

SECTION 1. OPERATOR SERVICES

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

SECTION 2. DIRECTORY ASSISTANCE LISTINGS

2.1 This Section pertains to directory assistance listings ("DAL") defined as that information generated from ITC's subscribers and used to provide operator or electronic directory assistance services.

2.2 ITC does not provide DAL directly. ITC will not assert any objection to any effort of MCIIm to obtain nondiscriminatory access to the DAL through a third party provider (e.g. BellSouth or an authorized agent of ITC). To the extent reasonably necessary, ITC will provide MCIIm with written consent for MCIIm to obtain any such access to the DAL.

SECTION 3. 911/E911

SCT utilizes Sprint for the provision of 911/E911 services for those of its exchanges located in Osceola County, Florida and BellSouth for those of its exchanges located in Orange County, Florida. MCIIm is responsible for connecting to BellSouth and Sprint and populating Sprint's and BellSouth's 911/E911 databases. The relationship between BellSouth and MCIIm, including but not limited to terms and conditions associated with 911/E911 services, are wholly separate from this Agreement, and SCT makes no representations on behalf of BellSouth or Sprint.

SECTION 4. MISDIRECTED CALLS

The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

(a) To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of Local Exchange Service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

(b) For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.

(c) In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End Users or to market services.

ATTACHMENT 5
DIRECTORY LISTINGS AND DELIVERY

The Parties do not agree with respect to whether the provision of the directory listing services set forth in this Attachment are services that an incumbent local exchange carrier is required to provide to a requesting carrier. The inclusion of this Attachment in this Agreement is part of an overall compromise reached by the Parties. This compromise is for the purpose of this Agreement only and is without prejudice to any position the Parties may take on this matter with respect to future agreements or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing this matter.

SECTION 1. DIRECTORY LISTINGS

1.1 As used herein, "Listing Information" means an MCI End User's primary name, address (including city, state and zip code), telephone number(s), and, in the case of a business End User, the primary business heading under which the business End User desires to be placed, and any other information ITC requires of its retail End Users for the publication of directories. This pertains to listings published in any media, including but not limited to traditional white/yellow pages, specialty directories, CD ROM, or other printed or electronic formats.

1.1.1 MCI will direct Business End Users to ITC's publisher for Directory Listings that are optional (e.g. bold print and yellow page ads) except as set forth below:

1.1.2 MCI agrees to supply ITC in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for MCI's End Users who wish to be listed in any ITC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers and will be transmitted with a local service request ("LSR"), for which ITC shall charge MCI the same miscellaneous service order charge it charges to other carriers pursuant to tariff for review and processing of LSRs. Nothing in this Agreement shall require ITC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with ITC's solely determined directory configuration, scope, schedules, and listings will appear in ITC's directory in the same manner as ITC's listings. The Parties will cooperate in the development of a suitable timetable for the submission of End User Listing Information for inclusion in the appropriate ITC directories. MCI will provide End User Listing Information to ITC in such format as is consistent with a base listing format normally provided by ITC with respect to the publishing of its directory. In the event that a timetable for submission has already been established in an agreement between the ITC and its directory publisher, MCI will meet that timetable or excuse the ITC from performance of this Agreement.

1.1.3 Each carrier's End User listings shall be interfiled with listings of the publishing carrier's End Users.

1.1.4 Federal, state and local government listings must be included in the appropriate section of the directory at no charge.

1.1.5 The listing and handling of all listed and non-listed and/or non-published telephone numbers in the printed ITC directory must be consistent with all aspects of provisioning directory listings by ITC to its own End Users.

1.1.6 Each MCI End User account or ported number must be provided, at no charge, the same white page basic listings that ITC provides to its own End Users.

1.1.7 Each MCI End User business account or ported number must be provided, at no charge, the same yellow page basic listings that ITC provides to its own End Users.

1.2 Other Listings

1.2.1 MCI End Users may purchase additional listings on the same terms and conditions available to ITC's End Users at the rates set forth in the ITC's General Exchange Tariff. Additional and foreign white page listing charges shall be billed to MCI.

1.2.2 ITC shall provide any other types of directory listing services available to ITC End Users to MCI End Users on the same terms and conditions available to ITC's End Users. Such services may include, but are not limited to:

- 1.2.2.1 Foreign listings
- 1.2.2.2 Reference listings
- 1.2.2.3 Information listings
- 1.2.2.4 Alternate call listings
- 1.2.2.5 Multi-line listings
- 1.2.2.6 Multi-line/Multi-owner listings
- 1.2.2.7 Non-Published listings

1.2.3 Enhanced listings and yellow page advertisements will be billed by the publisher to the End User.

1.3 In the event that the inclusion of the MCI Listing Information is limited by the terms of the existing contracts between ITC and directory publisher, ITC will undertake reasonable efforts to amend the agreement with its directory publisher to remove any such limitation. The ITC, however, shall be under no obligation to incur any direct expense or any direct or indirect economic detriment in order to effectuate any such amendment to its existing agreement with its directory publisher.

SECTION 2. DISTRIBUTION AND DELIVERY OF DIRECTORIES

2.1 ITC shall cause white and yellow page directories to be distributed to MCI End Users in the same manner as directories are distributed to the End Users of the ITC (i) during annual mass distribution; and (ii) upon End User request, to the extent such End Users reside in the area to which ITC distributes directories.

2.1.1 The foregoing notwithstanding, MCIIm reserves the right not to provide directory Listing Information to ITC for non-published telephone numbers. MCIIm understands that the ITC will have no ability to provide such unlisted directory Listing Information to any third parties and the ITC cannot guarantee that MCIIm's End Users whose listings are withheld will receive distributed directories.

2.1.2 MCIIm will also reimburse ITC for the mailing and handling expenses associated with the distribution of additional ITC's published directory(s) to MCIIm's End Users plus the same charge that ITC charges to its own End Users for additional directories.

2.1.3 For the annual mass distribution, there is currently no charge, but if a charge is instituted for distribution to ITC's End Users, MCIIm will pay the same charge for distribution to its End Users.

2.2 ITC shall make available all recycling services to MCIIm End Users under the same terms and conditions that ITC makes such services available to its own End Users.

2.3 Neither Party may charge the other for storage of End User information in Directory Assistance and/or Directory Listings databases.

SECTION 3. CONFIDENTIALITY, ACCURACY, LIMITATION OF LIABILITY AND INDEMNIFICATION

3.1 Confidentiality of Listing Information.

ITC shall accord MCIIm Listing Information the same level of confidentiality that ITC accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should ITC elect to do so, it may use or license MCIIm Listing Information for directory publishing by third parties. ITC shall not be obligated to compensate MCIIm for ITC's use or licensing of MCIIm Listing Information.

3.2 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of MCIIm's End User listings.

3.3 Indemnification.

MCIIm shall adhere to all practices, standards, and ethical requirements established by ITC with regard to listings. By providing ITC with Listing Information, MCIIm represents to ITC that MCIIm has the right to provide such Listing Information to ITC on behalf of its End Users for publishing in ITC's directories provided to the public. MCIIm agrees to release, defend, hold harmless and indemnify ITC from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of ITC's publication or dissemination of the Listing Information as provided by MCIIm hereunder.

3.4 Liability.

ITC's liability to MCI in the event of an ITC error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by MCI for such listing or the amount by which ITC would be liable to its own End User.

ATTACHMENT 6
INTERCARRIER COMPENSATION

SECTION 1. INTERCARRIER COMPENSATION

1.1 For the purposes of compensation for call transport and termination under this Agreement, the compensation regarding Local Traffic is defined by this Attachment 6. The compensation to the Parties for the transport and termination of traffic that is not Local Traffic or ISP-Bound Traffic, including but not limited to Interstate or Intrastate Toll Traffic is established by the Parties' respective applicable tariffs. The Parties agree that, notwithstanding the classification of traffic being exchanged as Local Traffic under this Agreement, MCI is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own End Users; The Parties acknowledge that the manner in which they choose to bill End Users for traffic does not affect the definition of Local Traffic and ISP-Bound Traffic that may be exchanged pursuant to this Agreement.

1.2 Usage Measurement

Where possible, actual call detail records will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records associated with each specific call to identify the appropriate jurisdiction and compensation associated with the call.

Each Party at its own expense, reserves the right to audit all traffic and any associated billing as specified in this Section of this Agreement, up to a maximum of two (2) audits per calendar year to ensure that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a time manner.

SECTION 2. COMPENSATION FOR TERMINATION OF LOCAL TRAFFIC

2.1 The specific compensation terms and conditions set forth in this Attachment apply only to the transport and termination of Local Traffic and ISP-Bound Traffic, as those terms are defined in Attachment 1, General Definitions. The specific compensation terms and conditions set forth in this Attachment are not applicable to any other kind of traffic or for traffic that originates or terminates in areas outside the scope of Local Traffic as defined in this Agreement.

2.2 The Parties agree that the nature of the traffic to be exchanged between the Parties and all other mutual provision and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. The Parties have each individually considered the scope of this traffic and concluded that the exchange of traffic covered by this Agreement will be balanced. Consistent with the termination and modification provisions of this Agreement, each Party reserves the right to negotiate a transport and termination rate in the event that the Party subsequently determines that the exchange of traffic is not in balance. The compensation terms

and conditions set forth in this Section are specifically related to and dependent on all of the provisions, terms and conditions of this Agreement.

2.3 Traffic Not Subject to Compensation as Local Traffic

2.3.1 The compensation terms and conditions set forth in this Section for Local Traffic do not apply to the following: (a) Interstate or Intrastate Exchange Access Service or exchange services for Exchange Access; (b) IntraLATA Toll Traffic or InterLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (c) Switched Exchange Access Service traffic; or (d) Optional Extended Local Calling Area Traffic.

2.4 Treatment of ISP-Bound Traffic

The Parties agree to transport and switch ISP-Bound Traffic in the manner described below in this Section subject to amendment upon written agreement of the Parties.

2.4.1 The Parties acknowledge that under current network and service arrangements, ISP-Bound Traffic may be switched and transported as if it is Local Traffic. The switching and transport of ISP-Bound Traffic over the Interconnection Facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. Notwithstanding any other provision of this Agreement, the Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of ISP-Bound Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating ISP-Bound Traffic including, but not limited to, compensation for switching, transport or termination of ISP-Bound Traffic.

2.4.2 An ISP-Bound call placed on a Non-Local basis (e.g., a toll call or 8yy call), however, shall not be treated as Local Traffic for compensation purposes. The Parties agree that, to the extent such "Non-Local" ISP-Bound calls are placed, that the rates, terms and conditions for IntraLATA or InterLATA calling shall apply, including but not limited to rating and routing according to the Party's applicable tariffs and the application of Intrastate and/or Interstate Switched Exchange Access Service tariffs, as appropriate.

ATTACHMENT 7
PRICING

Charges for the Exchange of Local Traffic and ISP-Bound Traffic:

In accordance with Section 2.2 of Attachment 6, the Parties have not established a Reciprocal Compensation rate. Consistent with the termination and modification provisions of this Agreement, each Party reserves the right to negotiate a reciprocal transport and termination compensation rate in the event that the Parties subsequently determine that the exchange of traffic is not reasonably in balance. If a Party decides to exercise such right to negotiate a reciprocal transport and termination compensation rate, in light of the negotiated compromise nature of this Agreement, the other Party may respond with a request for renegotiation of additional provisions of the Agreement or the entire Agreement. Whether the resulting renegotiation is limited to negotiation of a reciprocal transport and termination compensation rate, additional specified issues, or the entire Agreement, the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth herein.

ATTACHMENT 8
ORDER PROCESSING

SECTION 1. PRE-ORDERING

1.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of End Users. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.

1.2 Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User's permission, and that the requesting Party has verification that the End User has agreed to the release of this information.

1.3 Upon receipt of an LOA, the Parties agree to provide each other with Customer Service Record (CSR) information, including the End User's name and address, 911/E911 Service address, directory listing information, telephone number, feature listings, and circuit ID. SCT will provide CSRs to MCIIm via facsimile or email within two business Days.

1.4 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with the procedures set out in the handbook or website. Based on reasonable volume of requests, the standard interval for a CSR is two (2) business days for a full CSR for up to twelve (12) CSRs per day for residential End Users including any business End User under five (5) lines. Business End Users with five (5) or more lines will be processed on an individual case basis. The intervals for higher volumes of requests will be negotiated on a case by case basis.

1.5 Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information.

1.6 The Parties shall exchange preordering information at no charge to one another via fax. Parties may mutually agree to add other forms of the information exchange such as email.

1.7 The Parties agree not to view, copy, or otherwise obtain access to the End User record information of any End User without that End User's permission. Notwithstanding any other term in this Agreement including but not limited to terms regarding limitation of liability, the Parties agree that any Party that wrongfully provides any information subject to this Attachment 8, or wrongfully causes the other Party to provide such information, shall have no limitation of its liability or indemnification pursuant to this Agreement. The Parties will obtain access to End User record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If there is an End User complaint or an unusual request for CSRs (i.e. all business End Users or a large increase in volume), the Parties reserve the right to audit each other's verification information on access to End User record information. If the audit reveals that the End User record information was obtained without the audited Party having obtained the proper legal permission, the auditing Party upon reasonable notice to the audited Party may take such corrective action as permitted by state and federal law. All such information obtained through an audit shall be deemed

Information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

SECTION 2. ORDERING

2.1 The New Service Provider (NSP) shall place orders for services by submitting a local service request ("LSR") to the Old Service Provider (OSP). The OSP shall bill the NSP a service order charge as specified in 2.2 below for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

2.2 The OSP will bill the Miscellaneous Service Order Charge found in ITC's Interstate Access Services JSI FCC Tariff No.1, Section 17.4.1(C), for each LSR submitted regardless of whether that LSR is later supplemented, clarified or cancelled, for which ITC's current rate is \$15.63.

SECTION 3. PROVISIONING

3.1 The Parties shall provision services during their regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in ITC's Interstate Access Services JSI FCC Tariff No. 1, Section 17.4.3.

3.2 Cancellation Charges. If the NSP cancels an LSR, the OSP will bill the Miscellaneous Service Order Charge found in ITC's Interstate Access Services JSI Tariff No. 1, Section 17.4.1(C).

3.3 Order Change Charges. When processing an LSR pursuant to this Attachment 8, the OSP shall, within two (2) business days, send a Firm Order Confirmation ("FOC") notice to NSP to (a) confirm that the LSR has been received and has been successfully processed; and (b) confirm the schedule of dates committed by the OSP to the NSP for the provisioning of the service requested. If the NSP modifies an LSR after the transmission of an FOC, the Miscellaneous Service Order Charge specified in Section 2.2 of this Attachment 8 will be charged by the OSP to the NSP.

SECTION 4. SERVICE STANDARDS

Both Parties will comply with the Florida Public Service Commission's Standards and Quality of Service when providing service to the other Party.

SECTION 5. MISCELLANEOUS

5.1 END USER TRANSFER

5.1.1 When notification is received from the NSP that a current End User of OSP will subscribe to NSP's service, standard service order intervals available to its own End Users for the appropriate class of service will apply.

5.1.2 The NSP will be the single point of contact with OSP for all subsequent ordering activity resulting in additions or changes to services except that OSP will accept a request directly from the End User for conversion of the End User's service from NSP to OSP.

5.1.3 If either Party determines that an unauthorized change in local service has occurred, the End User's authorized local service provider will reestablish service with the End

User and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

5.2 LETTER OF AUTHORIZATION

5.2.1 The Parties agree that it will not submit an order to move an End User's service from one Party to the other Party without the End User's permission, and that the requesting Party has verification from the End User via Third Party Verification, a Letter of Authorization (LOA), or any other form of verification that is compliant with associated rules and regulations that the End User has agreed to the change in service. The OSP will not require End User confirmation prior to establishing service for NSP's End Users.

5.2.2 Once the NSP submits an LSR to change an End User's local exchange service, the End User will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing, repair, directory listing, and number portability associated with the transfer of service to the NSP. The NSP is responsible for any charges that may be incurred in connection with service requests for End Users change in service providers.

5.2.3 If, based on an End User complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End User complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the ITC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized.

5.3 Pending Orders. Orders placed in the hold or pending status by NSP will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, the NSP shall be required to submit a new service request. Incorrect or invalid requests returned to the NSP for correction or clarification will be held for thirty (30) calendar days. If the new service provider does not return a corrected request within thirty (30) calendar days, the old service provider will cancel the request.

5.4 Neither Party shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.

5.5 The Parties shall return a FOC and LSR rejection/clarification within two (2) business days.

5.6 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable

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attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.