

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval by Vista-United Telecommunications for interim traffic termination and billing agreement (interconnection agreement) with BellSouth Telecommunications, Inc. pursuant to Section 252 of Telecommunications Act of 1996.

DOCKET NO. 971036-TP
ORDER NO. PSC-97-1444-FOF-TP
ISSUED: November 17, 1997

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

On August 11, 1997, Vista-United Telecommunications (Vista-United) and BellSouth Telecommunications, Inc. (BST) filed a request for approval of an interconnection agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

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

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

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

Upon review of the proposed agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. The Commission's approval of this agreement should not be construed as a determination that BST has met the requirements of Section 271 of the Act. Vista-United and BST are also required to file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

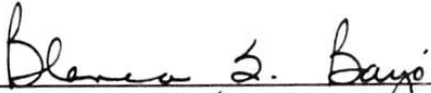
Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the interconnection agreement between Vista-United Telecommunications and BellSouth Telecommunications, Inc., as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

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

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission, this 17th day of November, 1997.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

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

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

INTERIM TRAFFIC TERMINATION AND BILLING AGREEMENT

This is an INTERIM AGREEMENT ("Agreement") effective as provided herein by and between BellSouth Telecommunications, Inc., a Georgia Corporation acting in its role as an alternate local exchange carrier ("BST-A"), and Vista-United Telecommunications, a Florida general partnership ("VISTA"). Collectively, VISTA and BST-A shall be referred to as the "Parties."

Section 1 - Purpose

A. This Agreement sets forth the provisions under which BST-A and VISTA will provide for originating, terminating, and/or transporting local traffic between the facilities operated by the Parties.

B. This Agreement covers only traffic between BST-A acting as an ALEC in Florida but outside the serving area of VISTA. Specifically, this interim Agreement covers traffic originated by BST-A outside of Vista's territory and terminated by VISTA in Vista's territory, and traffic terminated by BST-A originating from VISTA within Vista's territory.

C. For no longer than the first 45 days of this interim Agreement, BST-A will make arrangements with BST-I (i.e., BST acting as an incumbent local exchange carrier) to provide an intermediary function to BST-A for the exchange of local traffic to VISTA. Through this intermediary function, BST-I will use one of its tandem switches to complete calls between BST-A and VISTA. It is appropriate that this traffic be routed on unique trunk groups so that the traffic involving BST-A can be identified. During the first 45 day period of this Agreement, BST-A and VISTA will maintain records of the respective amount of traffic terminated on each other's network under this arrangement.

D. As soon as reasonably possible after the effective date of this Agreement, but no later than 45 days after the effective day of this Agreement, VISTA and BST-A shall establish a direct connection for the exchange of traffic using dedicated trunks between VISTA and BST-A in a manner substantially similar to the network configuration set forth on Attachment B to this Agreement. The parties agree to cooperate and work diligently to accomplish this direct connection. After this direct connection is established, the arrangement described in subparagraph C, above, shall terminate; however, the parties shall continue to maintain records of the respective amount of traffic terminated on each other's network under the direct connection arrangement. Once the arrangement described in Section 1(D) becomes effective, Attachment B may be amended from time to time by Agreement of the Parties as a result of changes in exchange boundaries, local calling areas or implementation of new NXX codes, or for such other reasons as the parties may mutually agree.

E. This Agreement covers only the exchange of local traffic which either originates or terminates outside of VISTA's certificated service area, as described in its tariffs on file with the Florida Public Service Commission. Nothing in this Agreement should be construed as an attempt to reach agreement regarding matters contained in Sections 251(b) and (c) of the Act; nor should anything in this Agreement be construed as a waiver of VISTA's rights under Section 251(f) of the Act.

Section 2 - Definitions

2.01 Act - means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

2.02 Affiliate - means, for purposes of this Agreement, as to any entity, any other entity which is controlled by, controls, or is under common control with such entity; provided, however, that Euro Disney S.A. and Euro Disney S.C.A. shall not be Affiliates of VISTA. The term "control" (including the terms "controlled," "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity. The term "Affiliates" shall be the plural reference to "Affiliate."

2.03 Commission - means the Florida Public Service Commission.

2.04 Governmental Authority - means the United States and any state, and any county, city or political subdivision thereof, and any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States or any state, or any county, city or political subdivision thereof (including, without limitation, Reedy Creek Improvement District ("RCID")).

2.05 Local Exchange Carrier ("LEC") - is as defined in the Act.

2.06 Local Traffic - means traffic which originates and terminates within the local service area of the Parties shown in Attachment A hereto including Extended Area Service and Extended Calling Plan calls between the Parties. Traffic to, and from customers of Commercial Mobile Radio Service Providers ("CMRSP") shall be defined as local or toll as if such traffic was landline traffic between VISTA and BST-I.

Section 3 - NPAs and NXXs Included

The NPA-NXX's of VISTA covered by this Agreement are shown in Attachment A.

The NPA-NXXs of BST-A covered by this Agreement are shown in Attachment A.

Section 4 - Provision of Service

- A. VISTA and BST-A agree, pursuant to the terms set out herein, to exchange traffic for the purpose of allowing origination and termination of telephone calls between VISTA and BST-A's end users, including traffic originating from customers of CMRSPs and terminating to VISTA and BST-A's end users, and including traffic originating from the VISTA and BST-A's end users and terminating to customers of CMRSPs.
- B. Each Party will plan, design, construct and maintain the facilities within their respective Systems as are necessary and proper for the provision of traffic covered by this Agreement. These facilities include but are not limited to, a sufficient number of trunks to the point of connection, and sufficient interoffice and interexchange trunks between its own central offices to adequately handle traffic between all central offices within the service areas. The arrangement of the facility systems, including, but not limited to, routing are shown in Attachment B.
- C. The provisioning and engineering of such services and facilities will comply with generally accepted industry methods and practices and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided. To the extent that BST-A requests a design which exceeds VISTA's standard cost, BST-A will bear the additional cost.

Section 5 - Compensation Arrangement

The parties agree that each will maintain adequate records so that upon completion of a more comprehensive interconnection agreement between VISTA and BST-A, charges can be trueed up and payments made between the parties, to the extent any are appropriate. The true-up may consider the functionality provided by the respective parties to each other including end office switching, transport and tandem switching (including, if appropriate, the intermediary function for the period of time that function is actually used). Until such time, there will be no requirement for payment of compensation between BST-A and VISTA for the origination and termination of local traffic.

This compensation arrangement is being entered into with the expectation that the traffic flowing between the parties will be relatively small and approximately in balance. If as a result of the monitoring process described elsewhere herein either party

discovers that the relative traffic balance is not as expected, the parties agree to re-evaluate the compensation arrangement described in this section for the purpose of reaching a revised compensation arrangement that is fair and equitable and consistent with the Act.

Section 6 - Governing Law

This Agreement shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, and, where applicable, the laws of the United States of America.

Section 7 - Entire Agreement; No Offer

This Agreement contains the entire Agreement of VISTA and BST-A with respect to the subject matter hereof, and 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 may be modified only by a written agreement executed by both parties with the same formalities as this Agreement. All prior agreements or communications that are the subject matter of this Agreement are and shall be merged into this Agreement and shall have no force or effect. Neither any submission of this Agreement by one party to the other, nor any correspondence or other communications between the parties in connection therewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of this Agreement has been fully executed and delivered between the parties. Accordingly, any such submission, communications or correspondence between the parties or their respective agents or attorneys is intended only as non-binding discussions prior to such execution, and either party shall have the absolute right to withdraw from such discussions without any liability whatsoever to the other party prior to such execution.

Section 8 - Representations and Warranties

(1) BST-A represents and warrants to VISTA, and BST-A acknowledges that VISTA shall be entitled to rely upon, the following:

BellSouth Telecommunications, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and is authorized to transact business in the State of Florida;

BST-A, and the undersigned signatories executing this Agreement on behalf of BST-A, are duly authorized and empowered to enter into this Agreement with VISTA;

Neither the entering into of this Agreement nor the performance or satisfaction by BST-A of its obligations and liabilities hereunder nor the exercise by BST-A of any of its rights or options hereunder will constitute or result in a violation or breach by BST-A of any judgment, order, writ, injunction or decree issued against or imposed upon it, or to the best of the undersigned's actual knowledge will result in a violation of any applicable Law;

There is no action, suit, proceeding or investigation pending or, to the best of BST-A's knowledge and belief after reasonable inquiry, threatened, which would prevent, impair or which questions the validity or enforceability of this Agreement or any action taken pursuant hereto in any court or before or by an federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality; and

Except as provided in Section 18(A) of this Agreement, no further approval, consent, order or authorization of, or designation, registration or filing with, any Governmental Authority is required in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions hereof by BST-A.

(2) VISTA represents and warrants to BST-A and VISTA acknowledges that BST-A shall be entitled to rely upon, the following:

VISTA is a partnership duly organized, validly existing and in good standing under the laws of the State of Florida and is authorized to transact business in the State of Florida;

VISTA, and the undersigned signatories executing this Agreement on behalf of VISTA are duly authorized and empowered to enter into this Agreement with BST-A:

Neither the entering into of this Agreement nor the performance or satisfaction by VISTA of its obligations and liabilities hereunder nor the exercise by VISTA of any of its rights or options hereunder will constitute or result in a violation or breach by VISTA judgment, order, writ, injunction or decree issued against or imposed upon it, or to the best of the undersigned's actual knowledge will result in a violation of any applicable Law;

There is no action, suit, proceeding or investigation pending or, to the best of VISTA's knowledge and belief after reasonable inquiry, threatened, which would prevent, impair or which questions the validity or enforceability of this Agreement or any action taken pursuant hereto in any court or before or by an federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality; and

Except as provided in Section 18(A) of this Agreement, no further approval, consent, order or authorization of, or designation, registration or filing with, any Governmental Authority is required

in connection with the due and valid execution and delivery of this Agreement and compliance with the provisions hereof by VISTA.

Section 9 - Limitations of Liability and Indemnifications

- A. Neither EST-A nor VISTA will be liable to the other for either Party's indirect, incidental, special or consequential damages (including but not limited to lost profits) arising, in whole or in part, from either Party's actions, omissions, mistakes, or negligence relating to performance under this Agreement (including but not limited to breaches of this Agreement).
- B. No Party shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.
- C. The Parties assume no liability for the accuracy of data provided by another Party and each Party agrees to indemnify and hold harmless the others for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data or otherwise in conjunction with the provision of any service provided pursuant to this Agreement.
- D. Notwithstanding any limitations in remedies contained in this Agreement, EST-A or Vista as appropriate (the "Indemnifying Party") will indemnify and hold harmless the other party ("Indemnified Party") from and against any loss, cost, claim, liability, damage and expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under the Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.
- E. The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claim, lawsuit, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 9 and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or

lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, which shall be at the expense of the Indemnifying Party.

Section 10 - Binding Effect

The covenants, terms, conditions, provisions and undertakings in this Agreement shall extend to and be binding upon the heirs, personal representatives, executors, administrators and permitted successors and assigns of the respective parties hereto.

Section 11 - Rights Cumulative

All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by Law.

Section 12 - Force Majeure

Except as otherwise expressly provided in this Agreement, and except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency or refusal or inability to pay, if either party shall be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes or work stoppage beyond the control of either party hereto, then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance or prevention.

Section 13 - No Waiver

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party unless in writing and executed by the other party as the case may be. Neither the failure of either party to insist upon a strict performance of any of the agreements, terms, covenants and conditions hereof, nor the acceptance of any payments from either party with knowledge of a

breach of this Agreement by the other party in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that VISTA or BST-A may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

Section 14 - Confidentiality of Proprietary Data

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and similar information (hereinafter collectively referred to as "Information"). The Information shall either be in writing or other tangible forms and clearly marked with a confidential, private or proprietary legend or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Except as otherwise required by Law or the rules of the Commission, VISTA and BST-A agree not to disclose "Confidential Information" (as such term is hereinafter defined) to any third party other than to their respective directors, officers, employees and agents and advisors (including legal, financial and accounting advisors) (collectively, "Representatives"), as needed in order to effectuate this Agreement. If confidential information must be produced to the Commission, it shall be provided pursuant to the Commission's rule regarding confidential information.

Section 15 - Agreement Does Not Benefit Non-Parties

In entering into, and in performing under, this Agreement, the parties do not intend to benefit in any way, any person who is not one of the two Parties to this Agreement. This Agreement does not enlarge, add to, or change, in any way, any rights of any non-parties which would exist if this Agreement did not exist.

Section 16 - Lawfulness and Severability

In the event that a court with proper jurisdiction or another governmental agency with proper jurisdiction issues an order finding that a provision of this Agreement is unlawful or may not be enforced, all other provisions of this Agreement will continue in force and effect.

In the event that a court with proper jurisdiction or another governmental agency with proper jurisdiction issues an order finding that this Agreement, as a whole, is unlawful or may not be enforced, this Agreement will terminate and both parties will be excused from all further performance under this Agreement.

Section 17 - Defaults or Violations

If disputes arise with regard to this Agreement or its Attachments during the term of this Agreement, the dispute resolution process established by the Commission shall apply and the resolution resulting from that process shall be binding on the Parties.

Section 18 - Term

- A. The Parties shall file this Agreement with the Commission as soon as practicable following its execution in accordance with the Act and unless rejected by the Commission, it shall become effective pursuant to its terms when approved by the appropriate Commission or when deemed approved under the Act.
- B. The Parties agree to exchange traffic pursuant to the terms of this Agreement for a period of two years from the effective date of this Agreement, and thereafter the Agreement shall continue in full force and effect until replaced by an agreement pursuant to Section 18(C). The effective date of this Agreement shall be the date of its approval by the Commission. The foregoing notwithstanding, this Agreement may be terminated on reasonable notice by either party upon VISTA or BST-I completing its renegotiation of its existing interconnection agreements with each other.
- C. Upon delivery of written notice at least one hundred and sixty (160) days prior to the expiration of this Agreement, any Party may require negotiations of the rates, terms, and conditions of the interconnection arrangements to be effective upon such expiration. Unless deemed to be inconsistent with the Act, if the Parties are unable to satisfactorily negotiate such new terms within 135 days of commencing the negotiations, any Party may petition the Commission to establish appropriate interconnection arrangements. In the event that the Commission does not issue its order prior to the scheduled expiration date in such State, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties will be effective retroactive to the expiration date. Until the revised interconnection arrangements become effective, the Parties shall continue to exchange traffic pursuant to the terms of this Agreement.
- D. The Parties acknowledge that this Agreement does not cover all aspects of the exchange of local and intraLATA toll traffic under the Act. If changes in business plans, traffic volumes or network configurations warrant, other exchanges of traffic between the Parties will be negotiated on a nondiscriminatory basis. The Parties acknowledge that if the Parties fail to reach agreement upon any such matters, either Party may

commence arbitration or mediation under Section 251 of the Act and neither Party shall oppose the other's request for arbitration or mediation.

Section 19 - Notices

Any notice, demand, request, offer, consent, approval or communication to be provided under this Agreement shall be in writing and shall be deemed received: (i) two (2) business days after it is deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed (as the case may be) to VISTA at VISTA's address shown herein, or to BST-A at the address of BST-A shown herein; (ii) the next day after it is deposited with a nationally recognized and reputable air courier addressed (as the case may be) to VISTA at VISTA's address shown herein, or to BST-A at the address of BST-A shown herein; or (iii) the same day it is personally delivered (as the case may be) to VISTA at VISTA's address shown herein, or to BST-A at the address of BST-A shown herein. Either party may designate a different address for receiving notices hereunder by notice to the other party.

Bellsouth Telecommunications, Inc.

Susan Campbell, Manager
BellSouth Telecommunications
28574 Southern Bell Center
675 West Peachtree Street, NE
Atlanta, GA 30375

General Attorney COU
Suite 4300 Southern Bell Center
675 West Peachtree Street
Atlanta, GA 30328

Vista - United Telecommunications

3100 Bonnet Creek Road
Lake Buena VISTA, FL 32830
Attn: Manager - Business Affairs

Walt Disney World Co.
1375 Buena VISTA Drive
Lake Buena VISTA, FL 32830
Attn: General Counsel

Either Party may change its representative by giving 30 days written notice in accordance with this Section 19 of the Agreement.

If any notice is tendered and is refused by the intended recipient, such notice shall, nonetheless, be considered to have been given and shall be effective as of the date provided herein.

Section 20 - Severability

If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws effective during the term of this Agreement, the remainder of this Agreement shall not be affected. In lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable. Notwithstanding the foregoing, in the event any clause or provision of this Agreement is illegal, invalid or unenforceable as aforesaid and the effect of such illegality, invalidity or unenforceability is that VISTA or BST-A no longer has the substantial benefit of its bargain under this Agreement, then, in such event, VISTA or BST-A may in its discretion cancel and terminate this Agreement upon providing at least ninety (90) days advance notice thereof to the other party.

Section 21 - Accord and Satisfaction

Payment by any party, or receipt or acceptance by a receiving party, of any payment due hereunder in an amount less than the amount required to be paid hereunder shall not be deemed an accord and satisfaction, or a waiver by the receiving party of its right to receive and recover the full amount of such payment due hereunder, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment. The receiving party may accept such check or payment without prejudice to the receiving party's right to recover the balance of such payment due hereunder or to pursue any other legal or equitable remedy provided in this Agreement.

Section 22 - No Representations

(1) BST-A acknowledges that it has examined VISTA's systems and that it is not relying upon any representation or warranty, either express or implied, made by VISTA or any of VISTA's Affiliates or any other person or entity in any way affiliated with VISTA, or being or claiming to be an agent, employee or servant of VISTA, with respect to: the physical condition of VISTA's systems, the ground, earth or subsoil conditions; the financial reports, data, analyses or projections that concern the proposed development, operation or projected occupancy of VISTA's systems; the proposed construction of, or any agreement not to construct, any other facilities or amenities adjacent to, or in proximity to, VISTA's systems; any zoning or other applicable legal requirements; or any other matter or thing in respect of the subject matter of this Agreement and/or the Exhibits hereto or the transaction and development contemplated hereby.

(1) VISTA acknowledges that it has examined the BST-A systems and that it is not relying upon any representation or warranty, either express or implied, made by BST-A or any of BST-A Affiliates or any other person or entity in any way affiliated with BST-A, or being or claiming to be an agent, employee or servant of BST-A, with respect to: the physical condition of BST-A's systems, the ground, earth or subsoil conditions; the financial reports, data, analyses or projections that concern the proposed development, operation or projected occupancy of BST-A's systems; the proposed construction of, or any agreement not to construct, any other facilities or amenities adjacent to, or in proximity to, BST-A's systems; any zoning or other applicable legal requirements; or any other matter or thing in respect of the subject matter of this Agreement and/or the exhibits hereto or the transaction and development contemplated hereby.

Section 23 - Promotions

(1) Except as specifically permitted by VISTA in this Agreement, BST-A shall acquire no right under this Agreement to use, and shall not use, the name of VISTA, the name "Disney" (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of The Walt Disney Company or any of its related, affiliated or subsidiary companies, in any of its advertising, publicity or promotion; to express or imply any endorsement by VISTA of its services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). VISTA reserves the right to approve or disapprove, in its sole discretion, any advertising and promotional materials to be used on, within, in conjunction with, or in any way mentioning advertising or promoting BST-A's business with respect to VISTA's systems. This Section 23 shall survive the expiration or sooner termination of this Agreement.

(2) Except as specifically permitted by BST-A in this Agreement, VISTA shall acquire no right under this Agreement to use, and shall not use, the name of BST-A, the name "BellSouth" (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of BellSouth Corporation or BellSouth Telecommunications, Inc. or any of its related, affiliated or subsidiary companies, in any of its advertising, publicity or promotion; to express or imply any endorsement by BST-A of its services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). BST-A reserves the right to approve or disapprove, in its sole discretion, any advertising and promotional materials to be used on, within, in conjunction with, or in any way mentioning advertising or promoting VISTA's business with respect to BST-A's systems. This Section 23 shall survive the expiration or sooner termination of this Agreement.

Section 24 - Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Section 25 - Forum and Venue for Legal Proceedings/Waiver of Jury Trial

Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted exclusively for trial, without a jury, before the Circuit Court for Orange County, Florida, or if such court shall not have jurisdiction, then before any other court or administrative body sitting in the State of Florida having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

Section 26 - Relationship Disclaimer

The parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, fiduciary, employment or agency relationship for the purposes of this Agreement, or for any other purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein or in any other document, nothing in this Agreement or in any documents executed or delivered or to be executed or delivered shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, fiduciary, employment or agency relationship of any kind or nature whatsoever between the parties hereto.

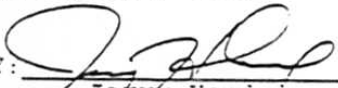
Section 27 - Construction of Agreement

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

Section 28 - Execution

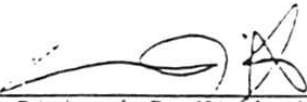
BST-A and VISTA hereby authorize and execute this Interim Traffic Termination and Billing Agreement.

BELLSOUTH TELECOM-
MUNICATIONS, INC.

BY: 

Jerry Hendrix
Its: Director

VISTA-UNITED TELECOMMUNICATIONS

BY: 

Richard J. Waeppenbeck
Acting General Manager

11/20/96
Date

11/27/96
Date

ATTACHMENT A

NPA / NXX

1. BellSouth-A NPA / NXX's include:

NPA-NXX	End Office CLI	EO Vert	EO Horz	Serving	Local	Toll
A. 407-916	ORLDFLCLDS1	7952	1028	Winter Park	CDEFGHIJ	
B. 407-919	ORLDFLCLDS1	7952	1028	Reedy Creek	CDEFGHIJ	

2. Vista-United NPA / NXX's include:

NPA-NXX	End Office CLI	EO Vert	EO Horz	Serving	Local	Toll
C. 407-580	LKBNFLXBDSO	7998	1041	LBV	AB	
D. 407-586	LKBNFLXBDSO	7998	1041	Celebration	AB	
E. 407-824	LKBNFLXBDSO	7998	1041	LBV	AB	
F. 407-827	LKBNFLXBDSO	7998	1041	LBV	AB	
G. 407-828	LKBNFLXBDSO	7998	1041	LBV	AB	
H. 407-934	LKBNFLXBDSO	7998	1041	LBV	AB	
I. 407-938	LKBNFLXBDSO	7998	1041	LBV	AB	
J. 407-939	LKBNFLXBDSO	7998	1041	LBV	AB	

OC-12 SONET TO DRG/CRU

