

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Sprint-
Florida, Incorporated for
approval of interconnection
agreement with Powertel, Inc.

DOCKET NO. 981353-TP
ORDER NO. PSC-99-0053-FOF-TP
ISSUED: January 6, 1999

The following Commissioners participated in the disposition of
this matter:

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

ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

On October 16, 1998, Sprint-Florida, Incorporated (Sprint-Florida) and Powertel, Inc. (Powertel) filed a request for approval of an interconnection agreement under 47 U.S.C. §252(e) of the Telecommunications Act of 1996. The agreement is attached to this Order as Attachment A and incorporated by reference herein.

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

This agreement covers a one-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. Sprint-Florida and Powertel are also required to file

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FPSC-RECORDS/REPORTING

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any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e). We note that Powertel does not currently hold a Florida certificate to provide alternative local exchange telecommunications service, and therefore, it cannot provide alternative local exchange telecommunications service under this agreement until it obtains a certificate from this Commission.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the interconnection agreement between Sprint-Florida, Incorporated and Powertel, 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 Powertel, Inc. shall not provide alternative local exchange telecommunications service under this agreement until it obtains a certificate to provide alternative local exchange telecommunications service from this Commission. It is further

ORDERED that this Docket shall be closed.

By ORDER of the Florida Public Service Commission, this 6th day of January, 1999.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

KMP

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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).

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

September 21, 1998

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

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Powertel, Inc., a Delaware corporation, and Powertel/Jacksonville, Inc. (collectively "Powertel"), a Florida corporation, and Sprint - Florida, Incorporated ("Sprint"), a Florida corporation, (hereinafter collectively, "the Parties", and each individually a "Party"), entered into this ____ day of September 1998 (the "Execution Date").

WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network; and

WHEREAS, the Parties wish to establish a reciprocal compensation arrangement pursuant to Section 252(d)(2) of the Act for the transport and termination on each Party's network facilities of telecommunications traffic delivered from the network facilities of the other Party;

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with all applicable federal and state laws, including without limitation the Act, the orders, rules and regulations of the Federal Communications Commission ("FCC"), and, solely to the extent it has jurisdiction over this Agreement, the orders, rules and regulations of the Florida Public Service Commission (the "Commission");

NOW, THEREFORE, in consideration of the terms and conditions contained herein, Powertel and Sprint hereby mutually agree as follows:

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

- 1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each Party with respect to (i) the establishment, purchase, and sale of Local Interconnection, and (ii) Reciprocal Compensation between the Parties for the Transport and Termination of one another's Telecommunications Traffic on their respective networks. This PART A sets forth the general terms and conditions governing this Agreement. Certain capitalized terms used in this Agreement have the meanings defined in PART B - DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other capitalized terms used but not defined herein have the meanings ascribed to them in the Act and in the

FCC's or in the Commission's orders, rules and regulations, as the case may be. PART C sets forth, among other things, descriptions of the Services, pricing, and technical and business requirements. This Agreement shall be in effect for the Term.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Interconnection
- III. Network Services
- IV. Support
- V. Network Maintenance and Management
- VI. Access to Telephone Numbers

The Interconnection Services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will be used to terminate other types of traffic or network services under the terms and conditions of this Agreement.

- 1.2 Other services will be provided under separate contract, Tariff or price lists. Powertel may take other services not covered by this Agreement as the Parties may agree under either applicable state Tariffs or separate agreement ('non-interconnection services'). The rates, terms and conditions for non-interconnection services shall be designated in the applicable Tariff, separate agreement or price list. Any incidental services (e.g., directory assistance, operator services) will be billed at the generally available Sprint standard rates for those services.
- 1.3 Upon Powertel's written request, Sprint shall fully cooperate with Powertel in effecting an orderly and efficient transition of any discontinued Services to another vendor of Powertel's sole choosing. During any such transition, Sprint warrants that the level and quality of the Services will not be degraded and that it shall exercise its best, commercially reasonable efforts to effect an orderly and efficient transition. Powertel agrees that it may not terminate the entire Agreement pursuant to this Section 1.3. To the extent that such transition is not completed by the expiration date of this Agreement, Sprint shall continue to provide the Service to be discontinued at then effective Tariff rates, if available, until such time as Powertel gives Sprint written notices that the transition is complete. Nothing in this Agreement shall prevent termination of Services upon adequate notice to Powertel for good cause, including without limitation, obsolescence of the Service, provision of new technology which does not support the Service, discontinuance of the service mandated by the action of a court or agency with jurisdiction over the service or failure to pay for such Service in

accordance with this Agreement or Sprint's Tariffs after required billing and notice.

- 1.4 Sprint will not reconfigure, re-engineer or otherwise redeploy its network in a manner which would impair Powertel's ability to offer telecommunications services, except in connection with network changes and upgrades where Sprint complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

Section 2. Regulatory Approvals

- 2.1 Sprint and Powertel agree that this Agreement, and any amendment or modification hereof, will be submitted to and they shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required Tariff modifications in their respective Tariffs, if any, required as a condition to approval of this Agreement, by the regulatory authority having jurisdiction over this Agreement or the Parties hereto. Powertel shall not order Services under this Agreement before Approval Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 2.2 Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the Commission or the FCC, in the exercise of their respective jurisdiction, or which may be required to implement an order or direction of a court of competent jurisdiction with respect to its review of any appeal of a decision of the Commission or the FCC, in the exercise of their respective jurisdictions, whether said changes or modifications result from an order issued on an appeal of a decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, a Tariff proceeding, a costing/pricing proceeding, or an arbitration proceeding conducted by the Commission or FCC which applies to Sprint or in which the Commission or FCC makes a generic determination to the extent that Powertel had the right to participate in said proceeding (regardless of whether Powertel actually participates) and the results of such generic proceeding are applicable generally to CMRS providers.

Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the final order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement.

If any such change or modification renders this Agreement or portions of it inoperable, creates uncertainty as to the interpretation of the Agreement or requires further amendment to this Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting required changes or modifications to this Agreement, the Parties agree to petition the regulatory authority having jurisdiction over this Agreement, to establish appropriate Interconnection arrangements under sections 251 and 252 of the Act in conformity with said order or decision. The other rates, terms and conditions covered by this Agreement and not effected by such decision or order shall remain unaffected and shall remain in full force and effect.

- 2.3 In the event Sprint is required by any governmental authority or agency to file a Tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Sprint shall make reasonable efforts to provide to Powertel its proposed Tariff or other filing prior to such filing.

Section 3. Term and Termination

- 3.1 Sprint and Powertel agree to provide Services under this Agreement to each other under the terms, rates and conditions of this Agreement for the term ("Term"), which shall be for an initial period terminating one year after the effective date of the Agreement. The effective date of this Agreement shall be thirty (30) days after execution or as of the Approval Date, whichever comes first. No order or request for Services under this Agreement shall be processed until this Agreement is so approved unless otherwise agreed to, in writing by the Parties
- 3.2 Either Party may terminate this Agreement at the end of the initial Term by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination. In the event of such termination pursuant to this Section 3, or any other reason other than non-payment of undisputed invoices, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue, without interruption under either (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions contained in Sprint's Tariff or other substitute document that are approved and made generally effective by the Commission or the FCC or (c) Powertel elects to take service pursuant to the entire terms and conditions of an existing agreement between Sprint and another carrier for the remaining term of that agreement.

- 3.3 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 3.4 If Sprint sells or trades substantially all of the assets used to provide the Services in a particular exchange or group of exchanges, Sprint may terminate this Agreement in whole as to the exchange or particular group of exchanges affected by the sale or trade upon at least sixty (60) days' prior written notice. To the extent Sprint has the authority and ability to assist, Sprint will assist in a smooth transition of Services provided to Powertel from Sprint to the new owner of the assets in the exchange or exchanges affected.

Section 4. Charges and Payment

- 4.1 In consideration of the Services provided by Sprint under this Agreement, Powertel shall pay the charges set forth in Part C, Attachment I subject to the provisions of Sections 2.2. and 2.3 hereof.
- 4.2 Subject to the terms of this Agreement, Parties shall pay one another all undisputed charges within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day. The Parties warrant and covenant that all invoices for charges will be promptly sent after processing, and that either Party may raise late receipt of an invoice as a billing dispute, in which event Section 4.3 controls.
- 4.3 Billed amounts which are being investigated, queried, or for which claims have or may be filed, are not due for payment until such investigations, claims, or queries have been fully resolved in accordance with the provisions governing dispute resolution of this Agreement.
- 4.4 The Billing Party will assess late payment charges to the other Party in accordance with the applicable Tariff or, if there is no Tariff, the Billing Party shall assess a late payment charge equal to the lesser of one and one half percent (1 1/2%) or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 4.5 Each Party shall invoice the other Party at their respective addresses specified herein (or at such other address of which either Party may advise the other in writing) in arrears for all Reciprocal Compensation and for all provided Services on a monthly basis or other mutually agreeable billing cycle; provided, however,

charges not billed within twelve (12) months from date incurred are to be deemed waived.

- 4.6 Each Party shall provide the other with billing information reasonably requested by the other Party concerning any invoice. In addition, both Parties shall provide each other with detailed billing records covering all Services provided and billed under this Agreement, in a mutually agreed upon format and media. The Parties may develop additional billing records, charge-back methodologies and other systems under mutually agreeable terms, prices and conditions.
- 4.7 Sprint will not accept any new or amended order for Services or other services under the terms of this Agreement from Powertel while any past due, undisputed charges remain unpaid.

Section 5. Audits and Examinations

- 5.1 As used herein "Audit" shall mean a comprehensive review of Services or services provided or performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date.
- 5.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the Services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 5.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of any traffic studies, verification of circuits or other reasonably requested information needed to conduct the Audit will be paid for by the Requesting Party. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit. Any software or program developed to a requesting Party's specifications in connection with an audit shall be run on the network hardware of the audited Party by its own personnel, but at the cost and expense of the requesting Party.

- 5.4 Adjustments, credits or payments shall be made and any corrective action shall be commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1 1/2%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding monthly from the time of the overcharge to the day of payment or credit.
- 5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

Section 6. Additions And Changes

- 6.1 Each Party shall promptly consider and analyze requested additions or changes to Services not covered in this Agreement with the submission of a Bona Fide Request hereunder. The Bona Fide Request process set forth herein does not apply to those Services requested pursuant to FCC Rule Section 51.319 adopted in Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603.
- 6.2 A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested service or change to a service.
- 6.3 The requesting Party may cancel a Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.
- 6.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Bona Fide Request.
- 6.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the service or will provide a detailed explanation that access to the service is not technically feasible and/or that the request does not qualify as a service that is required to be provided under the Act.

- 6.6 Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party of its intent to proceed or not to proceed.
- 6.7 The receiving Party shall promptly proceed with the Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested Services, determine their availability, calculate the applicable prices and establish installation intervals.
- 6.8 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Bona Fide Request, the receiving Party shall provide to the requesting Party a Bona Fide Request quote which will include, at a minimum, a description of each service requested, the availability, the applicable rates (developed in accordance with Commission or FCC-approved pricing methodologies) and the installation intervals.

Section 7. Intellectual Property Rights

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

Section 8. Liability and Indemnification

- 8.1 Indemnification. Each Party (the "Indemnifying Party") represents and warrants that neither software, nor hardware, nor processes, nor any materials provided by the Indemnifying Party or its Affiliates to the other Party hereunder or utilized by the other Party in operation of the Services will infringe upon any patent, copyright, trade secret or other proprietary right of a third party (collectively, "Proprietary Rights").
 - 8.1.1 The Indemnifying Party shall defend, settle, or otherwise manage at its sole cost and expense any claim, suit or action against the other Party or its respective directors, officers, employees or agents (collectively "Indemnitees") for infringement of any Proprietary Right arising directly or indirectly from the Indemnitee's use (or from the Indemnitee's customer's

use) of the Services or use of any other materials furnished hereunder by the Indemnifying Party. The Indemnifying Party will have the sole right to conduct the defense of any such claim, suit or action and all negotiations for its settlements or compromise. The Indemnifying Party shall indemnify and hold Indemnitee harmless from and against any claim, action, loss, damage, judgment, liability or expense, including without limitation reasonable attorney's fees, arising or incurred directly or indirectly from or in connection with any such claim, suit or action.

8.1.2 The foregoing representation does not apply to, and the Indemnifying Party shall have no obligation to indemnify the Indemnitee against, any claim, suit or action based on infringement of Proprietary Rights to the extent such claim, suit or action arises from: (a) Indemnitee's modification of the Services (unless such modification is undertaken upon or with the express instruction of the Indemnifying Party); (b) Indemnitee's combination of the Indemnifying Party products and Services with products, Services or materials not supplied by the Indemnifying Party; (c) the reproduction, distribution or transmission of Indemnitee's supplied information or other content; or (d) Indemnitee's use (or Indemnitee's customer's use) of the Services in violation of any applicable Tariffs.

8.1.3 Indemnitee agrees to give the Indemnifying Party prompt written notice of any written threat, warning, or notice of any such claim, suit or action related to the Services and to provide copies of applicable papers served upon or received by Indemnity. The Indemnifying Party agrees to give the Indemnity prompt, written notice of any written threat, warning or notice of any such claim, suit or action brought against the Indemnifying Party. 8.1.4

If the use or provision of the Services or other materials furnished hereunder is enjoined, the Indemnifying Party shall, at its own expense, either: (i) procure for Indemnity the right to continue using the Services or materials; (ii) modify the Services and/or materials to become non-infringing (provided that such Services as modified remain functionally equivalent to the Services); or (iii) substitute for the Services functionally equivalent, non-infringing Services and/or materials at no additional charge to Indemnity.

8.2 Other Indemnification. The Indemnifying Party, to the fullest extent permitted by law, shall defend, indemnify and hold Indemnitee harmless from and against any claim, action, loss, damage, judgment, liability or expense, including without limitation reasonable attorney's fees, arising or incurred directly or indirectly, from or in connection with (i) any personal injury (including death), property damage caused by the negligence or willful misconduct of the Indemnifying Party, or (ii) violation of any environmental laws by the Indemnifying Party, or by its employees, its subcontractors or its agents (including without limitation any

federal, state or local laws prohibiting the release of hazardous substances or waste) arising from or in connection with the Indemnifying Party's performance under or pursuant to this Agreement. Indemnity shall give the Indemnifying Party timely written notice of any such claim or action, loss or damages, and, upon the Indemnifying Party's request, reasonably cooperate in the defense thereof.

8.3 **Damages Cap.** Neither Party's liability for damages to the other Party arising from any and all causes under this Agreement, other than as specified in Sections 8.1 or 8.2 above, shall exceed an amount equal to the aggregate amounts charged by either Party to the other under the Agreement during the three month period immediately preceding month in which such cause accrues or arises. Notwithstanding the foregoing, claims for damages made by either Party against the other Party resulting from the gross negligence or willful misconduct of the other Party or from the failure of either Party to honor in one or more material respects any one or more of the material provisions of this Agreement, are not subject to such limitation of liability, unless such failure is within the curative period recognized in Section 21, Force Majeure, or Section 11.1.3.2, and such failure is cured with the applicable cure period.

8.4 **Damages Disclaimer.** Neither Party is to be held liable to the other for indirect, incidental, consequential, exemplary, reliance, punitive or special damages suffered by the other Party (including without limitation damages for harm to business, lost profits, lost revenues or lost savings), regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including, without limitation, negligence of any kind arising from or in connection with the Parties' respective performance under this Agreement; provided, however:

Anything in Section 8.4 to the contrary notwithstanding, neither Sprint's nor Powertel's liability to the other will be limited for (i) willful or intentional misconduct (including gross negligence); or (ii) bodily injury, death or damage to real or personal property or to the environment proximately caused by the negligent acts or omissions of either Party or of their respective agents, subcontractors, or employees, or (iii) for either Party's failure to honor, in one or more material respects, one or more of the material provisions of this Agreement, unless such failure is within the curative period recognized in Section 21, Force Majeure, or Section 11.1.3.2 and such failure is cured within the applicable cure period.

8.5 The Parties' obligations or liability to each other arising under this Section 8 will survive the termination or expiration of this Agreement.

Section 9. Other Agreements.

Nothing contained herein shall be construed as limiting either Party's rights or obligations under 47 U.S.C. Section 252(i).

Section 10. Not Used

Section 11. Default and Remedies

11.1 Events of Default

The following constitute events of default with respect to the Parties' respective obligations hereunder:

11.1.1 Default by Sprint

11.1.1.1 Sprint's discontinuance of Service for any reason other than a reason set forth in Section 1.3, and

11.1.1.2 Failure to pay any undisputed invoice after forty five (45) business days written notice of delinquency from Powertel.

11.1.2 Default by Powertel

Failure to pay any undisputed invoice after thirty (30) business days written notice of delinquency from Sprint.

11.1.3 Default by Either Party

11.1.3.1 Either Party ceases to do business as a going concern, makes a general assignment or other arrangement for the benefit of creditors, is unable to or admits in writing its inability to pay its debts as they become due, becomes subject to the appointment of a trustee (by petition not stayed within sixty (60) days), files a voluntary petition under any bankruptcy or insolvency law or is subjected to bankruptcy proceedings filed against it which are not terminated within sixty (60) days; or

- 11.1.3.2 Either Party's material breach of any material provision of this Agreement after written notice of such breach has been given and the applicable cure period for such breach set forth in this Agreement has expired or, if no cure is specified, after forty five (45) days written notice thereof and an opportunity for to cure same from the other Party.

11.2 Remedies and Termination of Agreement

Upon the occurrence of an event of default with respect to either Party's obligations, the non-breaching Party may, at its option and discretion, (i) terminate the Agreement without any penalty or liability whatsoever upon written notice to the other; or (ii) seek any and all remedies available to it, including action for damages to the extent not otherwise limited or excluded under this Agreement, or both.

Section 12. Confidentiality and Publicity

- 12.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 12. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for Services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 12.1.1 For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 12.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously

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

- 12.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 12 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 12. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 12.2 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 12.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with Services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 12.3 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 12.4 Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting the confidentiality of either Party's customer information under any applicable law, including without limitation Section 222 of the Act.

Section 13. Warranties, Representations and Covenants

Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level at Parity with that which it uses for its own operations, or those

of its Affiliates, but in no event shall a Party use less than reasonable care in the performance of its duties hereunder.

13.1 By Sprint: Sprint represents, warrants, and covenants the following:

13.1.1 Organization

Sprint is a corporation duly organized, legally existing and in good standing under the laws of its state of incorporation and has full corporate power and authority (i) to enter into this Agreement and to interconnect its Services with Powertel as provided herein, and (ii) to carry out the other transactions and agreements contemplated hereby.

13.1.2 Standards of Interconnection and Performance

13.1.2.1 Pursuant to Section 251(c)(2) of the Act, Sprint shall provide Powertel with Services (including without limitation, installation, maintenance, repair and other Support thereof) in a competitively neutral fashion, with features, functions and capabilities at Parity.

13.1.2.2 Each Service provided by Sprint to Powertel under this Agreement shall be at least equal in the quality of transmission, design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that Sprint provides to itself, or to any subsidiary, Affiliate, or any other Party to which Sprint provides Interconnection. This Section 13.1.2.2 is neither intended to limit Sprint's ability to offer or provide to Powertel nor to limit Powertel's ability to purchase or accept any Service with varying degrees of features, functionality's and characteristics. Each Service provided by Sprint hereunder shall meet the technical requirements, specifications and warranties as applicable to comparable Services provided by Sprint to itself, Affiliates, CLECs, CMRS providers, or other ILECs, or as set forth in Schedule 13.1.2.2.

13.1.2.3 The Bellcore, ANSI and other such standards referred to in this Agreement, and the Attachments and Appendices hereto, are guidelines established to inform the telecommunications industry about equipment specifications. Bellcore, ANSI, and other standards bodies do not warrant or guarantee that following the specifications set forth in such standards will produce the technical results

or safety originally intended. Sprint agrees to adhere to the technical requirements contained in the Bellcore, ANSI, and other standards referred to herein, provided that the applicable standards will be those existing at the time the equipment to which the standards refer is placed into service by Sprint. With respect to such standards, Sprint agrees to provide Powertel Parity for the functionality offered by Sprint pursuant to this Agreement. Sprint makes no representation or warranty, express or implied, with respect to the sufficiency, accuracy or utility of any information or opinion contained in the Bellcore, ANSI, and other such standards referred to in this Agreement, and the Attachments and Appendices hereto.

13.2 By Powertel: Powertel represents, warrants, and covenants the following:

13.2.1 Organization

Powertel is a corporation duly organized, legally existing and in good standing under the laws of its state of incorporation and has full corporate power, ability and authority (i) to enter into this Agreement and (ii) to carry out the other transactions and agreements contemplated hereby.

13.3 By Each Party: Each Party represents, warrants, and covenants the following:

13.3.1 Compliance with Laws

Each of the Parties' respective performance hereunder is and shall be throughout the Term in full compliance with all applicable laws, including without limitation all applicable rules, regulations and policies of all Regulatory Authorities.

13.3.2 Legal Authority and Enforceability

(i) The execution and delivery of this Agreement (together with their filings with the Commission and all other regulatory filings related thereto), and any collateral agreements related thereto, and the consummation of all transactions contemplated hereby, have been duly authorized by all requisite corporate action; (ii) this Agreement, and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which either Party is a party constitute the valid and legally binding obligations of either enforceable against said Party in accordance with its or their respective terms; (iii) the execution, delivery and performance by each of the Parties of this Agreement and the agreements provided for herein

(together with its filing with the Commission and all other regulatory filings related thereto), and the consummation of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both: (a) violate the provisions of any law, Tariff, rule or regulation applicable to said Party, (b) violate any judgment, decree, order or award of any Regulatory Authority binding upon said Party, or (c) conflict with or breach terms of any other agreement by which said Party or any its property is bound.

13.3.3 Licenses and Regulations

All licenses, franchises, permits and other authorizations required for the operation of Parties' respective businesses and for the performance of their respective obligations hereunder are current, valid and in full force and effect. Each of the Parties, to its knowledge, is in compliance with all federal, state and local laws and regulations applicable to this Agreement, including without limitation laws governing employment and employment practices and environmental laws, unless failure to so comply would not have a materially adverse effect upon such Party's performance hereunder. Neither Party has received notice of violation of any applicable zoning regulation, ordinance, regulation or requirement relating to its operations or properties, whether owned or leased, and to the best of each Party's knowledge, there is no such violation or grounds therefor which could materially adversely affect the performance under this Agreement.

Section 14. Assignment and Subcontract

- 14.1 This Agreement, upon sixty (60) days prior written notice to the other Party, may be assigned by either Party (i) to any Affiliate without consent of the other Party, or (ii) to any other person with consent of the non-assigning Party, which consent shall not be unreasonably withheld. Provided, however, the assignor will remain fully responsible and liable for its obligations hereunder. Provided further, this Agreement is to be deemed automatically assigned, without the need for any signed writing or instrument, to any successor in interest to either Party created by merger, acquisition, reorganization, or divestiture.
- 14.2 If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing Services directly for said Party.

Section 15. Governing Law

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

Section 16. Relationship of Parties

The relationship of the Parties to one another is that of an independent contractor and nothing contained herein is to be construed as creating a joint venture, partnership, employment or agency related to one another, and neither Party shall have the right or power to bind or obligate the other.

Section 17. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other Person. This Agreement shall not provide any Person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right whatsoever.

Section 18. Notices

Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

In the case of Sprint:

Sprint - Southern Operations
555 Lake Border Drive, Apopka, Florida 32703
Attn: General Counsel

with a copy to:

Sprint - MS KSFRWA0301
2330 Shawnee Mission Parkway
Westwood, KS 66205
Attn: Director, Local Carrier Markets

In the case of Powertel:

Powertel, Inc.

1233 O.G. Skinner Drive
West Point, GA 31833
Attn: Jill F. Dorsey
Vice President - General Counsel

With Copy to:

Walt Sapronov, Esq.
Gerry, Friend & Sapronov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Section 19. Waivers

- 19.1 No waiver of any provisions of this Agreement shall be effective unless the same shall be in writing and duly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 19.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition on any subsequent occasion.
- 19.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

Section 20. Survival

The following provisions of this Part A shall survive the expiration or termination of this Agreement: Section 1.3-Untitled, Section 3.3-Untitled, Section 5-Audits and Examinations, Section 7-Intellectual Property Rights, Section 8-Liability and Indemnification, Section 12-Confidentiality and Publicity, Section 13-Warranties, Section 14-Assignment and Subcontract, Section 24-Taxes, Section 26-Severability and any other provision which by its terms or any reasonable interpretation thereof is intended to survive termination or expiration of this Agreement.

Section 21. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its 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, strikes, work stoppage affecting a supplier, or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 21 unless delay or failure and consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. The delaying Party shall use its best efforts to avoid and remedy such causes of non-performance. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Powertel. Notwithstanding anything herein contained to the contrary, if any delay exceeds thirty (30) days, at its option, the Party owed such performance will have the right (but not the obligation) to terminate this Agreement without liability or penalty upon written notice to the other Party at any time thereafter.

Section 22. Dispute Resolution Procedures

- 22.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion.
- 22.2 If any portion of an amount due to a Party ("the Billing Party") under this Agreement is contested in good faith by the Other Party, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due

all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute, pursuant to Sections 22.3, 22.4 and 22.5 following.

- 22.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored, subject to execution of a non-disclosure agreement reasonably acceptable to both Parties.
- 22.4 If the Parties are unable to resolve issues related to the Dispute Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 22.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant at law or in equity.
- 22.5 The Parties agree that any other controversy, dispute or claim arising out of this Agreement, either Party's performance or non-performance hereunder or any breach or default under this Agreement shall be resolved in the manner and utilizing the procedures set forth in Sections 22.2, 22.3 and 22.4 hereof.

Section 23. Cooperation on Fraud

The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

Section 24. Taxes

Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the

same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

Section 25. Amendments and Modifications

No amendment or modification of this Agreement shall be valid unless it is in writing and signed by the duly authorized officers of the Party or Parties sought to be charged. The Parties acknowledge that this Agreement may be subject to change or modification by the Commission as said Commission may direct in the exercise of its jurisdiction.

Section 26. Severability

Any provision of this Agreement held or determined by a court (or other regulatory authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

Section 27. Headings Not Controlling

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 28. Entire Agreement

This Agreement, together with the preamble, recitals, and all exhibits, schedules, addendums and other attachments attached hereto constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. Except as otherwise expressly provided in this Agreement, neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, Tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

Section 29. 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.

Section 30. Successors and Assigns

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

Section 31. Referenced Documents

Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such documents that is in effect, and will include the most recent version or edition (including any amendment, supplements, addenda, or successors) or each document incorporated by reference in such technical reference, technical publication, or publication of industry standards.

Section 32. Construction

The drafting of this Agreement was a collaborative effort between the Parties. Accordingly, in connection with the interpretation for any reason of any provision of this Agreement, there shall be no inference drawn against the Party that drafted such provision.

Section 33. Cumulative Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity, including without limitation, a Party's right to seek specific performance.

Section 34. Non-Disparagement

34.1 Sprint covenants that all of its representatives who receive inquiries regarding Powertel's services when providing Services on behalf of Powertel: (i) shall promptly refer such inquiries to Powertel at a telephone number designated by Powertel; (ii) shall not in any way disparage or discriminate against Powertel, or its products or services; and (iii) shall not provide information about Sprint's own products or services.

Each Party shall provide the other Party with a single point of contact for all inquiries described in the previous sentence.

34.2 Powertel covenants that all of its representatives who receive inquiries regarding Sprint's services when providing services on behalf of Sprint: (i) shall promptly refer such inquiries to Sprint at a telephone number designated by Sprint; (ii) shall not in any way disparage or discriminate against Sprint, or its products or services; and (iii) shall not provide information about Powertel's own products or services. Each Party shall provide the other Party with a single point of contact for all inquiries described in the previous sentence.

Section 35. Further Assurances

From and after the date of this Agreement, each of the Parties shall, from time to time, at the request of the other Party and without further consideration, do, execute and deliver, cause to be done, executed and delivered, all such further acts, things and instruments as may be reasonably requested or required more effectively to evidence and give effect to the transactions contemplated by this Agreement.

Section 36. Implementation and Network Design and Management

36.1 Implementation Team. This Agreement sets forth the overall standards of performance for Services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those Services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of Services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Within thirty (30) days after the Execution Date, each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

36.2 Implementation Plan. Within one hundred twenty (120) days after the Execution Date, the agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan"), along with a schedule for implementation of this Agreement, which schedules shall state with specificity ordering and testing periods, and the dates or periods with in which the Services will be fully operational.

36.3 Action of the Implementation Team. The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

Section 37. Definitions, Usage and References.

Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural and the masculine, feminine, and neuter pronouns are used interchangeably. The words "shall", "must" and "will" are used interchangeably throughout this Agreement; the use of any of these terms connotes a mandatory requirement and does not imply a different degree of right or obligation for either Party.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Powertel, Inc.

By: Gouta Achai

Name: Gouta Achai

Title: Vice President, Network Engineering

Date: _____

Sprint-Florida, Incorporated

By: Jessica Beling

Name: JESSICA BELING

Title: DIRECTOR - CARRIER Mkt.

Date: 10/14/98

Powertel Jacksonville, Inc.

By: Gouta Achai

Name: Gouta Achai

Title: Vice President - Network Engineering

Date: _____



PART B -- DEFINITIONS

"ACCESS SERVICE REQUEST" ("ASR") means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Powertel and Sprint for Local Interconnection.

"ACT" means the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

"AFFILIATE" is any Person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another Person. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to either Party, or the right to control the business decisions, management and policy of another Person.

"ANCILLARY TRAFFIC" means all traffic destined for ancillary services, or than may have special billing requirements, including, but not limited to the following:

Directory Assistance

911/E911

Operator call termination (busy line interrupt and verify); and

Information services requiring special billing. (e.g., 900 and 950)

"APPROVAL DATE" is the date on which Commission approval of the Agreement is granted.

"BASIC 911 SERVICE" means a universal telephone number which gives the public direct access to the Public Safety Answering Point. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the authority designated to receive such calls.

"BELL COMMUNICATIONS RESEARCH" ("BellCore") means the organization formerly owned jointly by the seven Bell regional holding companies that conducts research in development projects, including development of new telecommunications services, and provides certain centralized technical and management services for the Bell regional holding companies.

BUSINESS DAY(S) means the days of the week excluding Saturdays, Sundays, and all official holidays.

CENTRAL OFFICE SWITCH ("Central Office", "CO"), "End Office Switches" ("EO"), "Tandem Switches" or "Mobile Switching Center" ("MSCs") and "Remote Switch" means switching facilities within the public switched telecommunications network, including, but not limited to:

End Office Switches ("EO") are switches from which End User Telephone Exchange Services are directly connected and offered.

Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches. Tandem Switches may switch access or local traffic and may be referred to as access Tandems or local Tandems.

Mobile Switching Center ("MSC") is an essential element of the PCS network which performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates inter-cell and inter-system call hand-off and records all system traffic for analysis and billing.

Remote Switch is a switch that is away from its host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.

"COLLOCATION" means the physical or virtual placement of equipment in Sprint's central offices, Tandem switch locations or other Sprint locations, pursuant to Section 251(c) of the Act.

"COMMERCIAL MOBILE RADIO SERVICES" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.

"COMMISSION" means the Florida Public Service Commission.

"CONTRACT YEAR" means as the context may require, the twelve (12) month period during the Term of this Agreement commencing on the Approval Date, or the anniversary thereof.

"CONTROL OFFICE" is an exchange carrier center or office designated as company's single point of contact for the provisioning and maintenance of its portion of local Interconnection arrangements.

"DEDICATED TRANSPORT" provides a local interoffice transmission path between Sprint's Central Office and Powertel's Central Office or MSC. Dedicated transport is limited to the use of a single customer.

"DIRECTORY ASSISTANCE ACCESS" means access to Sprint's directory assistance databases which contain telephone directory information for "white pages" and "yellow pages".

"ELECTRONIC INTERFACES" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.

"END USER" means a customer of either Party that is neither a LEC, nor an IXC, nor any other telecommunications provider.

"ENHANCED 911" ("E911") Service means a telephone communications service which will automatically route a call dialed "911" to a designated Public Safety Answering Point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

"FCC" means the Federal Communications Commission.

"FCC INTERCONNECTION ORDER" is the Federal Communications Commission's First Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996; as subsequently amended or modified by the FCC from time to time.

"INCUMBENT LOCAL EXCHANGE CARRIER" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.

"INDIRECT TRAFFIC" means Local or non-Local traffic that originated on one Party's network, transferred through a third party telecommunications carrier's network, and terminated on the other Party's network.

"INTERCONNECTION" means the physical connection of equipment and facilities within, between or among the Parties' networks for the transmission and routing of telecommunications traffic, at any technically feasible point, in accordance with Section 251 of the Act.

"INTEREXCHANGE CARRIER" ("IXC") means a telecommunications carrier authorized by the FCC and the Commission to provide, respectively, interstate and intrastate interLATA service.

"INTERRUPTION(S)" is defined as it is defined in Sprint's Tariff for the particular Service or service in question.

"LINE INFORMATION DATABASE" ("LIDB") means a Service Control Point ("SCP") database that provides for such functions as calling card validation for telephone line number cards issued by incumbent LECs and other entities and validation for collect and billed-to-third party services.

"LOCAL ACCESS AND TRANSPORT AREA" ("LATA") has the meaning set forth in 47 U.S.C. §153(r)(43) (as amended by the Act).

"LOCAL EXCHANGE CARRIER" ("LEC") has the meaning set forth in 47 U.S.C. 153(R)(44) (as amended by the Act).

"LOCAL TRAFFIC" means for purposes of the establishment of Reciprocal Compensation under this Agreement, Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. Section 24.202(a).

"MAJOR TRADING AREA" ("MTA"), as defined in Section 47 C.F.R. 24.202(a), refers to the largest FCC-authorized wireless license territory under Section 251(b)(5) of the Act.

"NETWORK ELEMENT" has the meaning set forth in 47 U.S.C. 153(29), as interpreted by FCC or Commission rules, orders and decisions.

"NUMBERING PLAN AREA" ("NPA"-sometimes referred to as an area code). Is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the North American Numbering Plan. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "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, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX," "NXX CODE," OR "CENTRAL OFFICE CODE," OR "CO CODE" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").

"ORDERING AND BILLING FORUM" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"PARITY" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of the Services, functionality or telephone numbering resources under this Agreement to Powertel on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to Sprint, its Affiliates or any other entity that obtains such Services, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such Services, functionality or telephone numbering resources on a non-discriminatory basis to Powertel as it provides to its Affiliates or any other entity that obtains such Services, functionality or telephone numbering resources.

"PERCENT LOCAL USAGE" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and interMTA minutes between exchange carriers sent over local Interconnection trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

"PERSON" means an individual, partnership, limited liability company, limited liability partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, business unit, division or other entity of whatever nature.

"POINT OF INTERCONNECTION" ("POI") means the physical point that establishes the technical interface, the demarcation point, and the division of operational responsibility between Sprint and Powertel for Interconnection purposes.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"PUBLIC SAFETY ANSWERING POINT" ("PSAP") means the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"RECIPROCAL COMPENSATION" has the meaning set forth in 47 C.F.R. 51.701(e).

"REGULATORY AUTHORITY" means the Federal Communication Commission ("FCC"), any public service commission, administrative agency, judicial authority, or any other federal, state, municipal, international, or foreign governmental body or agency (including without limitation federal, state and local health, safety and environmental regulatory authorities) having authority over this Agreement, the Parties, the Services, any other services which may become subject to this Agreement or any matter related thereto.

"SERVICE(S)" means, individually or in the aggregate, any and all Interconnection arrangements, Network Elements, Ancillary Functions and Support to be provided by Sprint to Powertel under the Agreement.

"TARIFFS" - a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

"TECHNICALLY FEASIBLE" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

"TELECOMMUNICATIONS" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"TELECOMMUNICATION SERVICES" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"TERMINATION" has the meaning set forth in 47 C.F.R. § 51.701(d) (1996) of the FCC's rules.

"TOLL TRAFFIC" means all Telecommunications traffic exchanged between the Parties that is neither Local Traffic nor Transit Traffic.

"TRANSPORT" has the meaning set forth in 47 C.F.R. § 51.701(c) (1996) of the FCC's rules.

"TRANSIT TRAFFIC" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party telecommunications carrier's network.

"TRUNK-SIDE" - refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

UNDEFINED TERMS - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

"WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access

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Services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

**PART C
ATTACHMENT I
PRICE SCHEDULE**

A. General Principles

Subject to the provisions of Section 2 of Part A of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

B. Interconnection and Reciprocal Compensation

The rates to be charged for the exchange of Local and Transit Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment II of this Agreement.

ATTACHMENT II INTERCONNECTION

- A. **Interconnection** - Powertel shall Interconnect with Sprint's facilities as follows at Parity for the purpose of routing or terminating traffic:
1. Powertel may Interconnect to any technically feasible POI, within Sprint LTD's network, designated by mutual agreement of the Parties in accordance with Section 251(c)(2)(B) of the Act, and the orders, rules and regulations of the FCC, courts or other Regulatory Authorities, to the extent they have jurisdiction. Until such time as the Parties agree to interconnect at one or more of Sprint's Tandem Switches, for purposes of this Agreement, said POIs are limited to Sprint End Office switches, unless otherwise mutually agreed to by the Parties. These POIs shall be identified in the implementation plan developed by the Parties. Powertel must establish at least one physical POI in each LATA containing a Sprint Wirecenter with which Powertel and Sprint exchange local traffic, as long as LATAs are required by state or federal regulation. Powertel may also establish Virtual Rate Centers (VRCs).
 - 1.1 Interconnection provided to Powertel by Sprint may be used for (i) Local Interconnection, (ii) Toll Interconnection, (iii) Transit Interconnection, and for any other purposes permitted to Powertel under the Act. All Local Traffic, Toll Traffic, and Transit Traffic to be exchanged by the Parties will be handed off by one Party to the other Party at a POI designated by Powertel for mobile to land traffic and by Sprint for land to mobile traffic in accordance with Section 1 foregoing.
 - 1.2 Sprint shall make Interconnection available to Powertel upon request with one or more of the following methods: Interconnection at Sprint's Central Office(s), Access Tandem(s) or other POIs, (ii) Interconnection via customary access arrangements (Type 1, Type IIA, IIB access arrangements) under applicable rates therefor in Sprint's Tariffs on file with the FCC or the Commission, (iii) physical collocation pursuant to a collocation agreement, subject to physical space limitations, or (iv) any other type of Interconnection permitted under the Act. Sprint agrees to use its best efforts to provide collocation arrangements no later than 90 days after Powertel's written request. Sprint, upon request, shall provide other functions to Powertel, such as, collocation and access to poles, ducts, conduits and rights-of-way under Tariff or by separate agreement in conjunction with any of the foregoing Interconnection arrangements.
 2. Interconnection to a Sprint End Office(s) will provide Powertel access only to the NXX codes served by that individual End Office(s).
 3. Should the Parties agree to Interconnection at a Sprint Tandem(s), such Interconnection will provide Powertel local Interconnection for local and toll

access service purposes to: (i) the Sprint End Offices (and related NXX codes) which connect with the access Tandem(s) either directly or through other Sprint facilities for local and toll service purposes, and (ii) to other companies which are likewise connected to that access Tandem(s). Transit Interconnection to a Sprint Tandem for transit purposes will provide Powertel interexchange access to Sprint, Interexchange Carriers ("IXCs"), CLECs, ILECs, and CMRS providers which are connected to that Tandem. Where a Tandem switch also provides end-office switching functions, Interconnection to a Sprint Tandem serving that exchange will also provide Powertel access to Sprint's End Offices subject to the limitation and NXX codes described in (2) above.

4. Interconnection to a Powertel location within an MTA will provide Sprint local Interconnection for local and toll access service purposes to the Powertel's facilities within that MTA and to other companies which are likewise connected within that MTA.
 5. Where Powertel requires ancillary Services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Powertel's expense as required for Interconnection and routing to such ancillary Services.
 6. The provisions of this Section relating to Interconnection shall also apply to Sprint's Interconnection to Powertel's network for the purpose of routing all the types of traffic.
- B. Exchange of Traffic -** Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:
1. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including End Offices, Tandems, 911 routing switches, and directory assistance/operator service switches.
 2. When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., intra\interMTA), either from the originating end, terminating end or both where technically feasible, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.
 3. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
 4. Where available, Sprint will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the Interconnection

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

5. In the event SS7 facilities are not available from Sprint, Powertel may, at its option, obtain multi-frequency signaling.
 6. Where available, Sprint agrees to provide CIP (carrier identification parameter) within Powertel's SS7 call set-up at no charge. CPN (Calling Party Number) will be provided within Powertel's SS7 call set-up signaling protocol at no charge on land to mobile calls to allow Powertel's subscribers to see the landline number.
 7. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its End Users.
 8. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users.
- C. Types of Traffic and Services** - The types of traffic to be exchanged under this Agreement include:
1. Local Traffic.
 2. Transit Traffic.
 3. Indirect Traffic.
 4. Switched Toll Traffic.
 5. Ancillary Traffic. This includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to, the following:
 - a. LIDB;
 - b. 911, and
 - c. Information Services requiring special billing. (e.g., 900 and 950)
 6. Sprint will provide Transit Tandem switching and transport Services for Powertel's connection of its End User to a local End User of: (a) CLECs; (b) other ILECs; (c) IXCs; and (d) other CMRS carriers.
 7. Sprint agrees not to impose restrictions on traffic types delivered to/from the POIs but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Powertel's actual usage

reporting. Sprint and Powertel reserve the right to measure and audit all traffic in accordance with Part A, Section 5 to ensure that proper rates are being applied. Powertel agrees to provide the necessary traffic data or permit Sprint recording equipment to be installed for sampling purposes in conjunction with such audit. Sprint may contract directly with other CMRS carriers using Powertel's network for transit functions, and in such case, Sprint shall pay to Powertel the same Transit charges that Powertel pays to Sprint in accordance with Section D. 2.8 of Part C, Attachment II and Sprint shall directly bill termination charges to the other CMRS carrier.

D. Compensation

1. **Local Interconnection**—The Parties will pay each other Reciprocal Compensation for functions actually provided by the Parties and agreed to by the Parties for the Transport and Termination of all Local Traffic exchanged between the Parties at the rates set forth in Part C, Attachment "I".
2. **Other Traffic**
 - 2.1. Compensation for the termination of non-Local Traffic and the origination of 800 traffic between the Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.
 - 2.2. Toll or Special Access code (e.g. 950, 900) traffic originating from line side connections between Sprint and Powertel will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 10XXX dialing is used. Powertel is liable to the assigned interexchange provider for any charges occurring from such traffic. In areas where Sprint is the designated toll carrier, for lines that are IntraLATA PIC assigned to Sprint or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Sprint's Tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at Sprint's Tariffed rate.
 - 2.3. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Party's Tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.
 - 2.4. **Local Traffic.** The rates set forth on Attachment I shall be used. In the event the FCC or the Commission do establish rates, terms and conditions for Transport and Termination of Local Traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and

conditions established by the FCC or the Commission shall be implemented in this Agreement as of the date the rates, terms and conditions are made effective by the FCC or the Commission.

2.5. Local Traffic Terminating to Sprint

2.5.1. Each rate element utilized in completing a call shall be charged for completion of that call. When Powertel uses VRCs, each Sprint rate element utilized in completing a call to the VRC shall be charged to Powertel for completion of that call; however, physical interconnection is not required. For example a call terminating from Powertel over Sprint facilities to a Sprint End Office through a Sprint Tandem would include charges from Sprint to Powertel for Dedicated Transport to the Tandem, Tandem Switching, Common Transport to the End Office and End Office switching.

2.5.2. Rate Elements.

2.5.2.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to a Sprint End Office.

2.5.2.2. Transport.

2.5.2.2.1. Dedicated Transport rates apply to dedicated transport facilities that Powertel leases from Sprint.

2.5.2.2.2. Common Transport rates apply to Powertel traffic transported between Sprint's End Offices and Sprint's Tandem Switches and between Sprint's End Offices and Remotes subtending those End Offices.

2.5.2.2.3. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by Sprint's Tandem.

2.5.2.2.4 Non-recurring Charges. All new interconnections or additions to existing interconnections between Powertel's connecting facilities or MSCs and Sprint's Central Offices are subject to a non-recurring charge.

2.6. Traffic Terminating to Powertel

2.6.1. Powertel will bill Sprint the same rates as Sprint charges Powertel for Local Traffic terminating on its network.

2.6.1.1. Powertel will charge Sprint for Local Traffic terminating on Powertel's network the same rates Sprint charges Powertel for Local Traffic terminating on Sprint's network. A single usage rate (hereinafter the "Imputed Rate") will be applied by Powertel to each terminating minute of use of Local Traffic received from Sprint as recorded by Powertel's terminating MSC or Central Office. The Imputed Rate for each month will be based on Sprint's invoice(s) to Powertel for the same month (hereinafter the "Billing Month"), and will be calculated as follows: total charges for all rate elements invoiced to Powertel for Sprint terminated mobile-to-land Local Traffic during the Billing Month, divided by total minutes of use of Sprint terminated mobile-to-land Local Traffic during the Billing Month. Powertel will calculate its charges to Sprint for each Billing Month by multiplying the Imputed Rate for such Billing Month by total minutes of use of Powertel terminated land-to-mobile Local Traffic during the Billing Month. Powertel will invoice Sprint one month in arrears for all charges incurred during a Billing Month.

- 2.7. Indirect Traffic terminating to Sprint. Rate elements that may be charged to Powertel are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charges set forth in Attachment I except where the transiting LEC and Sprint End Office are collocated.
- 2.8. Indirect Traffic terminating to Powertel. Rate elements that may be charged to Sprint are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charge as set forth in Attachment I except where the transiting LEC and Powertel's MSC are collocated.
- 2.9. Transit Traffic. Powertel shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Attachment I when Powertel uses a Sprint access Tandem to terminate

Local Traffic to a third party LEC or another Powertel. Sprint shall pay Powertel a transit rate equal to the Sprint rate referenced above when Sprint uses a Powertel switch to terminate Local Traffic to a third party LEC or another carrier.

- 2.10. **Paging Traffic.** Sprint will not engage in reciprocal compensation arrangements with carriers providing paging services until such time as such carriers have filed with and received approval of relevant cost studies from the pertinent Commissions. This restriction does not apply to short message service or paging required for mobile call setup.
- 2.11. **Until such time as Sprint has either measurement capabilities or completed traffic studies which reflect actual usage by individual rate element from Powertel to Sprint, Sprint will bill Powertel a state specific composite rate for all usage. The composite rate will be developed using the individual rate elements specified in 2.5 preceding and as set forth in Attachment I of this agreement. An inventory of the Powertel's trunks by type of Interconnection will be used to develop a percentage of each Interconnection type. The composite rate is developed by applying the applicable rate elements for each Interconnection type by the percentage of the said Interconnection type resulting in a weighted average rate. A summation of the weighted average rate of each Interconnection trunk type is the resulting statewide average composite rate.**
- 2.12. **Either Party may initiate a review, upon reasonable request to the other Party of network and traffic weightings used in calculating the composite rate, such review to occur no more frequently than quarterly.**

E. Billing

1. **Sprint and Powertel agree to conform to MECAB and MECOD guidelines, where possible, until such time as Powertel develops its own billing system. Once such system is developed, Powertel must coordinate with Sprint for the implementation and exchange of Billing Account Reference and Bill Account Cross Reference information as well as the Initial Billing Sprint/Subsequent Billing Sprint billing cycles in conformance with MECAB and MECOD guidelines.**
2. **Interconnection meet point billing arrangements will be made available to Powertel. For construction of new facilities, Sprint shall be responsible for provisioning 50% of the Interconnection facilities or to the Sprint wire center boundary, whichever is less. Powertel shall be responsible for provisioning 50% of the Interconnection facilities or to the Sprint wire center boundary, whichever is greater. Or, should Powertel prefer, new Interconnection facilities may be provisioned via Powertel lease of Tariffed Services from Sprint. Special**

construction charges, if applicable, will be charged in accordance with Sprint's access service Tariff.

For existing facilities, Sprint and Powertel shall establish a mutually agreeable traffic exchange percentage to split the cost of the Interconnection facilities. Initially the percentage of the total traffic will be set at 56% Powertel originated traffic and 44% Sprint originated traffic, as supported by a traffic study submitted by Powertel on July 1, 1998 and subsequent negotiation of the Parties. Each Party will compensate the other Party for the termination of traffic on its Interconnection facilities as provided in D above.

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

ATTACHMENT III

NETWORK SERVICES

Network Services that Sprint must provide Powertel upon request include, but are not limited to the following, to the extent that Sprint provides such Network Elements to itself, its Affiliates or any other telecommunications carrier:

- A. Dedicated and common transport service.
- B. Standard trunking for 911 Service.
- C. SS7 Interconnection, where available.

ATTACHMENT IV SUPPORT

A. GENERAL REQUIREMENTS

Support that Sprint shall provide Powertel at Parity upon request includes, but is not limited to the following as prescribed by the Act, and orders and rules and regulations of the FCC, courts and the Commission to the extent they have jurisdiction;

1. Installation, maintenance, repair and provisioning; and
2. Industry standard electronic access to the extent feasible to Sprint's order entry systems, operations support systems, LIDB, and other databases.

B. INSTALLATION, TESTING, MAINTENANCE AND REPAIR

1. **MAINTENANCE AND REPAIR.** A maintenance of service charge may be charged by either Party when maintenance requested by the other Party requires the dispatch of personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:
 - a. No trouble is found in the Interconnection trunks; or
 - b. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 - c. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.
2. The charges for maintenance of service hereunder will be no higher than the applicable charges as set forth in Sprint's Tariff.
3. In answering misdirected repair calls, neither Party shall make disparaging remarks about another, nor shall they use repair calls as the basis for internal referrals or to solicit customers to market services. Any Party may respond with factual information in answering customer questions.

ATTACHMENT V NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

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

7. Powertel shall receive prior notification of any scheduled maintenance activity performed by Sprint that may be service affecting to Powertel local customers.
- B. **Restoration of Service in the Event of Outages** - Sprint restoration of service in the event of outages due to equipment failures, human error, fire, lightning, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities: First, restoration priority shall be afforded to those network elements and services affecting its own End Users or identified Powertel End Users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies; Second, restoration priority shall be afforded to facilities between Sprint and Powertel in general; Third, should Sprint be providing or performing Tandem switching functionality for Powertel restoration should be afforded to any trunk; Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

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

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

D. **Quality of Service**

Sprint warrants, covenants and represents that:

1. Sprint shall provide Powertel with the same intervals and level of service provided by Sprint to itself, its Affiliates, its End Users or other carriers at any given time;
2. Interconnection quality of service should be at Parity with that provided by Sprint for its own services;
3. A blocking standard of one percent (1%) during the average busy hour shall be maintained on an average basis for all local Interconnection facilities;

4. Powertel and Sprint shall negotiate a process to expedite network augmentations and other orders when requested by Powertel;
5. Powertel and Sprint will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.
6. If mutually agreed upon test procedures establish that an installed line, circuit, system, or other Service(s) or service(s) component does/do not perform in accordance with applicable performance specifications, then Sprint shall diligently pursue efforts to correct such performance failure at Parity.
7. Interconnection provided by Sprint to Powertel will include, without limitation, nondiscriminatory access to signaling systems, signaling system and routing databases, facilities and information as required to ensure interoperability of networks and efficient, timely provision of telecommunications Services to End Users.

E. Information

1. Sprint shall provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. Sprint and Powertel shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.
3. Sprint and Powertel will periodically exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

ATTACHMENT VI

ACCESS TO TELEPHONE NUMBERS

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

"SCHEDULE 13.1.2.2" INTERCONNECTION ARRANGEMENTS

The Parties agree to connect their networks as provided in Attachment II.A. The Parties' respective interconnecting facilities must conform, at a minimum, to the telecommunications industry standards of DS0, DS-1, DS-3 and OC-N/STSN, pursuant to the BellCore Standard No. TR-NWT-00499 or any industry recognized update or replacement thereof.

Signal transfer point, where available, Signaling System 7 ("SS7") connectivity, where available, is required at each Interconnection point. Sprint will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with Sprint's Tariffs and the technical specifications set forth in the BellCore Guidelines to Technical Publication, TR-TSV-000905 or any industry recognized update or replacement thereof.

The Parties shall at all times comply with all relevant provisions to Appendix 1, AT&T Compatibility Bulletin No. II 9 (TA-34), and the following BellCore Publications: FR-NWT-000440 (transmission facilities interfaces); FR-NWT-000064 (related LATA switching); and FR-NWT-000439 (operational technology generic requirements) or any industry recognized update or replacement thereof. The Parties' facilities shall (i) provide the necessary on-hook, off-hook answer and disconnect supervision, (ii) hand off calling party number ID to the extent technically feasible, and (iii) honor one another's privacy codes line blocking requests.

**PART C
 ATTACHMENT I - TABLE 1**

Network Elements Price List

Description	Florida
TRANSPORT	
DS1	Route Specific
DS3	Route Specific
Common Per Minute of Use	\$0.000711
Common Transport Remote Factor	0.061298
Common Transport to Remotes per Minute of Use	\$0.000044
NRC DS1	\$222.95
NRC DS3	\$249.16
RECIPROCAL COMPENSATION	
End Office Switching per Minute of Use	\$0.003671
Tandem Switching per Minute of Use	\$0.002085
Common Transport per Minute of Use	\$0.000711
Common Transport Remote Factor	0.061298
Common Transport to Remotes per Minute of Use	\$0.000044
PORTS AND SERVICES	
Per DSO Equivalent Port	\$15.81
NRC 911 Port	\$187.50

Sprint Florida, Inc
Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Alford	Cottondale	\$ 86.39	\$ 1,178.36	0.000711
Alford	Marianna	\$ 149.76	\$ 2,356.73	0.000711
Altamonte Springs	Apopka	\$ 71.95	\$ 1,178.36	0.000711
Altamonte Springs	Casselberry	\$ 86.39	\$ 1,178.36	0.000711
Altamonte Springs	Celebration*	\$ 156.33	\$ 3,535.09	0.000711
Altamonte Springs	East Orange*	\$ 114.14	\$ 2,356.73	0.000711
Altamonte Springs	Geneva*	\$ 114.14	\$ 2,356.73	0.000711
Altamonte Springs	Goldenrod	\$ 86.39	\$ 1,178.36	0.000711
Altamonte Springs	Lake Brantley	\$ 71.95	\$ 1,178.36	0.000711
Altamonte Springs	Lake Buena Vista*	\$ 156.33	\$ 3,535.09	0.000711
Altamonte Springs	Maitland	\$ 71.95	\$ 1,178.36	0.000711
Altamonte Springs	Montverde	\$ 238.53	\$ 5,604.09	0.000711
Altamonte Springs	Orlando*	\$ 114.14	\$ 2,356.73	0.000711
Altamonte Springs	Oviedo*	\$ 114.14	\$ 2,356.73	0.000711
Altamonte Springs	Reedy Creek	\$ 174.14	\$ 3,535.09	0.000711
Altamonte Springs	Sanford*	\$ 114.14	\$ 2,356.73	0.000711
Altamonte Springs	Windermere	\$ 174.14	\$ 3,535.09	0.000711
Altamonte Springs	Winter Garden	\$ 114.14	\$ 2,356.73	0.000711
Altamonte Springs	Winter Park	\$ 86.39	\$ 1,178.36	0.000711
Alva	Bonita Springs	\$ 86.39	\$ 1,178.36	0.000711
Alva	Cape Coral	\$ 136.41	\$ 2,771.35	0.000711
Alva	East Fort Meyers	\$ 86.39	\$ 1,178.36	0.000711
Alva	Fort Meyers Regional Airport	\$ 158.34	\$ 2,949.75	0.000711
Alva	Fort Myers	\$ 86.39	\$ 1,178.36	0.000711
Alva	Fort Myers Beach	\$ 71.95	\$ 1,178.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

Sprint Florida, Inc
Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated	Dedicated	Common
		DS1	DS3	
Alva	Lehigh Acres	\$ 86.39	\$ 1,178.36	0.000711
Alva	North Cape Coral	\$ 136.41	\$ 2,771.35	0.000711
Alva	North Fort Myers	\$ 136.41	\$ 2,771.35	0.000711
Alva	Pine Island	\$ 71.95	\$ 1,178.36	0.000711
Alva	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36	0.000711
Alva	South Fort Meyers	\$ 86.39	\$ 1,178.36	0.000711
Apopka	Casselberry	\$ 131.95	\$ 2,356.73	0.000711
Apopka	Celebration*	\$ 114.14	\$ 2,356.73	0.000711
Apopka	East Orange*	\$ 114.14	\$ 2,356.73	0.000711
Apopka	Goldenrod	\$ 131.95	\$ 2,356.73	0.000711
Apopka	Lake Brantley	\$ 71.95	\$ 1,178.36	0.000711
Apopka	Lake Buena Vista*	\$ 114.14	\$ 2,356.73	0.000711
Apopka	Maitland	\$ 71.95	\$ 1,178.36	0.000711
Apopka	Montverde	\$ 210.77	\$ 4,425.72	0.000711
Apopka	Orlando*	\$ 114.14	\$ 2,356.73	0.000711
Apopka	Reedy Creek	\$ 131.95	\$ 2,356.73	0.000711
Apopka	Windermere	\$ 131.95	\$ 2,356.73	0.000711
Apopka	Winter Garden	\$ 71.95	\$ 1,178.36	0.000711
Apopka	Winter Park	\$ 71.95	\$ 1,178.36	0.000711
Astor	Clermont	\$ 202.19	\$ 4,425.72	0.000711
Astor	Eustis	\$ 202.19	\$ 4,425.72	0.000711
Astor	Groveland	\$ 318.00	\$ 7,080.06	0.000711
Astor	Howey	\$ 326.58	\$ 7,673.08	0.000711
Astor	Lady Lake	\$ 265.56	\$ 6,197.11	0.000711
Astor	Leesburg	\$ 202.19	\$ 4,425.72	0.000711
Astor	Montverde	\$ 326.58	\$ 7,673.08	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

Sprint Florida, Inc
Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Astor	Mt. Dora	\$ 202.19	\$ 4,425.72	0.000711
Astor	Tavares	\$ 202.19	\$ 4,425.72	0.000711
Astor	Umatilla	\$ 138.82	\$ 3,247.36	0.000711
Baker	Crestview	\$ 124.39	\$ 3,247.36	0.000711
Belleview	Citra*	\$ 263.21	\$ 5,308.68	0.000711
Belleview	Dunnellon*	\$ 184.39	\$ 3,832.70	0.000711
Belleview	Forest	\$ 247.76	\$ 5,604.09	0.000711
Belleview	Highlands	\$ 131.95	\$ 2,356.73	0.000711
Belleview	Lady Lake (821)	\$ 86.39	\$ 1,771.38	0.000711
Belleview	McIntosh*	\$ 263.21	\$ 5,308.68	0.000711
Belleview	Ocala	\$ 138.82	\$ 2,654.34	0.000711
Belleview	Oklawaha	\$ 71.95	\$ 1,178.36	0.000711
Belleview	Orange Springs *	\$ 263.21	\$ 5,308.68	0.000711
Belleview	Salt Springs	\$ 454.53	\$ 11,117.08	0.000711
Belleview	Silver Springs Shores	\$ 71.95	\$ 1,178.36	0.000711
Beverly Hills	Chassahowitzka	\$ 260.80	\$ 5,018.74	0.000711
Beverly Hills	Crystal River	\$ 188.84	\$ 3,247.36	0.000711
Beverly Hills	Homosassa Springs	\$ 188.84	\$ 3,247.36	0.000711
Beverly Hills	Inverness	\$ 188.84	\$ 3,247.36	0.000711
Bonify	Reynolds Hill	\$ 71.95	\$ 1,771.38	0.000711
Bonify	Westville	\$ 124.39	\$ 3,247.36	0.000711
Bonita Springs	Cypress Lake	\$ 86.39	\$ 1,178.36	0.000711
Bonita Springs	East Fort Meyers	\$ 86.39	\$ 1,178.36	0.000711
Bonita Springs	Fort Myers	\$ 86.39	\$ 1,178.36	0.000711
Bonita Springs	Fort Myers Beach	\$ 131.95	\$ 2,356.73	0.000711
Bonita Springs	Golden Gate	\$ 86.39	\$ 1,178.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

Sprint Florida, Inc
Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Bonita Springs	Naples	\$ 86.39	\$ 1,178.36	0.000711
Bonita Springs	Naples Moorings	\$ 86.39	\$ 1,178.36	0.000711
Bonita Springs	Naples Southeast	\$ 86.39	\$ 1,178.36	0.000711
Bonita Springs	North Naples	\$ 86.39	\$ 1,178.36	0.000711
Bowling Green	Wauchula	\$ 86.39	\$ 1,178.36	0.000711
Bowling Green	Zolfo Springs	\$ 124.39	\$ 2,654.34	0.000711
Buenaventura Lakes	Kissimmee	\$ 71.95	\$ 1,771.38	0.000711
Bushnell	Wildwood	\$ 202.19	\$ 4,425.72	0.000711
Cape Coral	Cypress Lake	\$ 136.41	\$ 2,771.35	0.000711
Cape Coral	East Fort Meyers	\$ 136.41	\$ 2,771.35	0.000711
Cape Coral	Fort Myers	\$ 136.41	\$ 2,771.35	0.000711
Cape Coral	Fort Myers Beach	\$ 174.82	\$ 3,949.71	0.000711
Cape Coral	North Cape Coral	\$ 136.41	\$ 2,771.35	0.000711
Cape Coral	North Fort Myers	\$ 136.41	\$ 2,771.35	0.000711
Cape Coral	Pine Island	\$ 174.82	\$ 3,949.71	0.000711
Cape Coral	Sanibel-Captiva Islands	\$ 174.82	\$ 3,949.71	0.000711
Casselberry	Celebration*	\$ 174.14	\$ 3,535.09	0.000711
Casselberry	East Orange*	\$ 131.95	\$ 2,356.73	0.000711
Casselberry	Geneva*	\$ 131.95	\$ 2,356.73	0.000711
Casselberry	Goldenrod	\$ 86.39	\$ 1,178.36	0.000711
Casselberry	Lake Brantley	\$ 131.95	\$ 2,356.73	0.000711
Casselberry	Lake Buena Vista*	\$ 174.14	\$ 3,535.09	0.000711
Casselberry	Maitland	\$ 131.95	\$ 2,356.73	0.000711
Casselberry	Montverde	\$ 256.34	\$ 5,604.09	0.000711
Casselberry	Orlando*	\$ 131.95	\$ 2,356.73	0.000711
Casselberry	Oviedo*	\$ 131.95	\$ 2,356.73	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

Sprint Florida, Inc
Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Casselberry	Reedy Creek	\$ 191.95	\$ 3,535.09	0.000711
Casselberry	Sanford*	\$ 131.95	\$ 2,356.73	0.000711
Casselberry	Windermere	\$ 191.95	\$ 3,535.09	0.000711
Casselberry	Winter Garden	\$ 131.95	\$ 2,356.73	0.000711
Casselberry	Winter Park	\$ 86.39	\$ 1,178.36	0.000711
Chassahowitzka	Crystal River	\$ 260.80	\$ 5,018.74	0.000711
Chassahowitzka	Homosassa Springs	\$ 71.95	\$ 1,771.38	0.000711
Chassahowitzka	Inverness	\$ 260.80	\$ 5,018.74	0.000711
Cherry Lake	Greenville	\$ 331.16	\$ 8,760.35	0.000711
Cherry Lake	Lee	\$ 278.72	\$ 7,284.38	0.000711
Cherry Lake	Madison	\$ 206.77	\$ 5,512.99	0.000711
Clermont	Celebration*	\$ 131.95	\$ 2,356.73	0.000711
Clermont	Eustis	\$ 86.39	\$ 1,178.36	0.000711
Clermont	Groveland	\$ 138.82	\$ 2,654.34	0.000711
Clermont	Howey	\$ 210.77	\$ 4,425.72	0.000711
Clermont	Lady Lake	\$ 202.19	\$ 4,425.72	0.000711
Clermont	Leesburg	\$ 86.39	\$ 1,178.36	0.000711
Clermont	Lake Buena Vista*	\$ 131.95	\$ 2,356.73	0.000711
Clermont	Montverde	\$ 210.77	\$ 4,425.72	0.000711
Clermont	Mt. Dora	\$ 86.39	\$ 1,178.36	0.000711
Clermont	Orlando*	\$ 174.14	\$ 3,535.09	0.000711
Clermont	Reedy Creek	\$ 86.39	\$ 1,178.36	0.000711
Clermont	Tavares	\$ 86.39	\$ 1,178.36	0.000711
Clermont	Umatilla	\$ 202.19	\$ 4,425.72	0.000711
Clermont	Windermere	\$ 191.95	\$ 3,535.09	0.000711
Clermont	Winter Garden	\$ 86.39	\$ 1,178.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

Sprint Florida, Inc
Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated	Dedicated	Common
		DS1	DS3	
Cottdale	Marianna	\$ 86.39	\$ 1,178.36	0.000711
Crawfordville	Alligator Point*	\$ 504.27	\$ 11,821.63	0.000711
Crawfordville	Carrabelle*	\$ 504.27	\$ 11,821.63	0.000711
Crawfordville	Panacea	\$ 124.39	\$ 3,247.36	0.000711
Crawfordville	Sopchoppy	\$ 271.23	\$ 6,512.95	0.000711
Crawfordville	St. Marks	\$ 124.39	\$ 3,247.36	0.000711
Crawfordville	Tallahassee Blairstone	\$ 271.23	\$ 6,512.95	0.000711
Crestview	Laurel Hill*	\$ 71.95	\$ 1,178.36	0.000711
Crystal River	Homosassa Springs	\$ 188.84	\$ 3,247.36	0.000711
Crystal River	Inverness	\$ 188.84	\$ 3,247.36	0.000711
Crystal River	Yankeetown*	\$ 227.25	\$ 4,425.72	0.000711
Cypress Lake	East Fort Meyers	\$ 86.39	\$ 1,178.36	0.000711
Cypress Lake	Fort Meyers Regional Airport	\$ 71.95	\$ 1,771.38	0.000711
Cypress Lake	Fort Myers	\$ 86.39	\$ 1,178.36	0.000711
Cypress Lake	Fort Myers Beach	\$ 71.95	\$ 1,178.36	0.000711
Cypress Lake	Lehigh Acres	\$ 86.39	\$ 1,178.36	0.000711
Cypress Lake	North Cape Coral	\$ 136.41	\$ 2,771.35	0.000711
Cypress Lake	North Fort Myers	\$ 71.95	\$ 1,178.36	0.000711
Cypress Lake	Pine Island	\$ 71.95	\$ 1,178.36	0.000711
Cypress Lake	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36	0.000711
Cypress Lake	South Fort Meyers	\$ 86.39	\$ 1,178.36	0.000711
Dade City	San Antonio	\$ 86.39	\$ 1,178.36	0.000711
Dade City	Trilacoochee	\$ 86.39	\$ 1,178.36	0.000711
Dade City	Zephyrhills*	\$ 71.95	\$ 1,178.36	0.000711
DeFuniak Springs	Freeport	\$ 86.39	\$ 1,178.36	0.000711
DeFuniak Springs	Glendale	\$ 124.39	\$ 3,247.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

**Sprint Florida, Inc
Rate Table**

**PART C
ATTACHMENT I - TABLE 1
TRANSPORT**

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
DeFuniak Springs	Paxton*	\$ 131.95	\$ 2,356.73	0.000711
DeFuniak Springs	Ponce de Leon	\$ 124.39	\$ 3,247.36	0.000711
Deltona Lakes	Lake Helen	\$ 71.95	\$ 1,771.38	0.000711
Deltona Lakes	Orange City	\$ 71.95	\$ 1,771.38	0.000711
Destin	Fort Walton Beach	\$ 86.39	\$ 1,178.36	0.000711
Destin	Niceville	\$ 86.39	\$ 1,178.36	0.000711
Destin	Santa Rosa Beach	\$ 86.39	\$ 1,178.36	0.000711
Destin	Shalimar	\$ 86.39	\$ 1,178.36	0.000711
Destin	Valparaiso	\$ 86.39	\$ 1,178.36	0.000711
East Fort Meyers	Fort Meyers Regional Airport	\$ 158.34	\$ 2,949.75	0.000711
East Fort Meyers	Fort Myers	\$ 86.39	\$ 1,178.36	0.000711
East Fort Meyers	Fort Myers Beach	\$ 71.95	\$ 1,178.36	0.000711
East Fort Meyers	Lehigh Acres	\$ 86.39	\$ 1,178.36	0.000711
East Fort Meyers	North Cape Coral	\$ 136.41	\$ 2,771.35	0.000711
East Fort Meyers	North Fort Myers	\$ 136.41	\$ 2,771.35	0.000711
East Fort Meyers	Pine Island	\$ 71.95	\$ 1,178.36	0.000711
East Fort Meyers	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36	0.000711
East Fort Meyers	South Fort Meyers	\$ 86.39	\$ 1,178.36	0.000711
Eustis	Groveland	\$ 202.19	\$ 3,832.70	0.000711
Eustis	Howey	\$ 210.77	\$ 4,425.72	0.000711
Eustis	Lady Lake	\$ 149.76	\$ 2,949.75	0.000711
Eustis	Leesburg	\$ 86.39	\$ 1,178.36	0.000711
Eustis	Montverde	\$ 210.77	\$ 4,425.72	0.000711
Eustis	Mt. Dora	\$ 86.39	\$ 1,178.36	0.000711
Eustis	Tavares	\$ 86.39	\$ 1,178.36	0.000711
Eustis	Umatilla	\$ 86.39	\$ 1,178.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

Sprint Florida, Inc
Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Forest	Citra*	\$ 326.58	\$ 7,080.06	0.000711
Forest	Dunnellon*	\$ 363.56	\$ 8,258.42	0.000711
Forest	Highlands	\$ 138.82	\$ 3,247.36	0.000711
Forest	Lady Lake (821)	\$ 307.76	\$ 7,375.47	0.000711
Forest	McIntosh*	\$ 326.58	\$ 7,080.06	0.000711
Forest	Ocala	\$ 202.19	\$ 4,425.72	0.000711
Forest	Oklawaha	\$ 247.76	\$ 5,604.09	0.000711
Forest	Orange Springs*	\$ 326.58	\$ 7,080.06	0.000711
Forest	Salt Springs	\$ 345.60	\$ 8,760.35	0.000711
Forest	Silver Springs Shores	\$ 247.76	\$ 5,604.09	0.000711
Fort Meade	Bartow*	\$ 71.95	\$ 1,178.36	0.000711
Fort Meade	Lakeland*	\$ 71.95	\$ 1,178.36	0.000711
Fort Meyers Regional Airport	South Fort Meyers	\$ 158.34	\$ 2,949.75	0.000711
Fort Myers	Fort Myers Beach	\$ 71.95	\$ 1,178.36	0.000711
Fort Myers	Lehigh Acres	\$ 86.39	\$ 1,178.36	0.000711
Fort Myers	North Cape Coral	\$ 136.41	\$ 2,771.35	0.000711
Fort Myers	North Fort Myers	\$ 136.41	\$ 2,771.35	0.000711
Fort Myers	Pine Island	\$ 71.95	\$ 1,178.36	0.000711
Fort Myers	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36	0.000711
Fort Myers Beach	Lehigh Acres	\$ 131.95	\$ 2,356.73	0.000711
Fort Myers Beach	North Cape Coral	\$ 174.82	\$ 3,949.71	0.000711
Fort Myers Beach	North Fort Myers	\$ 71.95	\$ 1,178.36	0.000711
Fort Myers Beach	Pine Island	\$ 71.95	\$ 1,178.36	0.000711
Fort Myers Beach	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36	0.000711
Fort Walton Beach	Holley-Navarre*	\$ 71.95	\$ 1,178.36	0.000711
Fort Walton Beach	Niceville	\$ 86.39	\$ 1,178.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

Sprint Florida, Inc
Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Fort Walton Beach	Santa Rosa Beach	\$ 149.76	\$ 2,356.73	0.000711
Fort Walton Beach	Shalimar	\$ 86.39	\$ 1,178.36	0.000711
Fort Walton Beach	Valparaiso	\$ 86.39	\$ 1,178.36	0.000711
Golden Gate	Marco Island	\$ 86.39	\$ 1,178.36	0.000711
Golden Gate	Naples	\$ 86.39	\$ 1,178.36	0.000711
Golden Gate	Naples Moorings	\$ 86.39	\$ 1,178.36	0.000711
Golden Gate	Naples Southeast	\$ 86.39	\$ 1,178.36	0.000711
Golden Gate	North Naples	\$ 86.39	\$ 1,178.36	0.000711
Goldenrod	Celebration*	\$ 174.14	\$ 3,535.09	0.000711
Goldenrod	East Orange*	\$ 131.95	\$ 2,356.73	0.000711
Goldenrod	Geneva*	\$ 131.95	\$ 2,356.73	0.000711
Goldenrod	Lake Brantley	\$ 131.95	\$ 2,356.73	0.000711
Goldenrod	Lake Buena Vista*	\$ 174.14	\$ 3,535.09	0.000711
Goldenrod	Maitland	\$ 131.95	\$ 2,356.73	0.000711
Goldenrod	Montverde	\$ 256.34	\$ 5,604.09	0.000711
Goldenrod	Orlando*	\$ 131.95	\$ 2,356.73	0.000711
Goldenrod	Oviedo*	\$ 131.95	\$ 2,356.73	0.000711
Goldenrod	Reedy Creek	\$ 191.95	\$ 3,535.09	0.000711
Goldenrod	Sanford*	\$ 131.95	\$ 2,356.73	0.000711
Goldenrod	Windermere	\$ 191.95	\$ 3,535.09	0.000711
Goldenrod	Winter Garden	\$ 131.95	\$ 2,356.73	0.000711
Goldenrod	Winter Park	\$ 86.39	\$ 1,178.36	0.000711
Grand Ridge	Marianna	\$ 86.39	\$ 1,178.36	0.000711
Grand Ridge	Sneads	\$ 86.39	\$ 1,178.36	0.000711
Greenville	Lee	\$ 196.34	\$ 5,018.74	0.000711
Greenville	Madison	\$ 124.39	\$ 3,247.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Greenville	Monticello	\$ 138.82	\$ 2,654.34	0.000711
Greenville	Tallahassee-Calhoun	\$ 138.82	\$ 2,654.34	0.000711
Greenwood	Malone	\$ 86.39	\$ 1,178.36	0.000711
Greenwood	Marianna	\$ 86.39	\$ 1,178.36	0.000711
Groveland	Howey-in-the-Hills	\$ 263.21	\$ 5,901.70	0.000711
Groveland	Lady Lake	\$ 202.19	\$ 4,425.72	0.000711
Groveland	Leesburg	\$ 138.82	\$ 2,654.34	0.000711
Groveland	Montverde	\$ 326.58	\$ 7,080.06	0.000711
Groveland	Mt. Dora	\$ 202.19	\$ 3,832.70	0.000711
Groveland	Tavares	\$ 202.19	\$ 3,832.70	0.000711
Groveland	Umatilla	\$ 318.00	\$ 7,080.06	0.000711
Highlands	Citra*	\$ 210.77	\$ 3,832.70	0.000711
Highlands	Dunnellon*	\$ 247.76	\$ 5,011.07	0.000711
Highlands	Lady Lake (821)	\$ 149.76	\$ 2,949.75	0.000711
Highlands	McIntosh*	\$ 210.77	\$ 3,832.70	0.000711
Highlands	Ocala	\$ 86.39	\$ 1,178.36	0.000711
Highlands	Oklawaha	\$ 131.95	\$ 2,356.73	0.000711
Highlands	Orange Springs*	\$ 210.77	\$ 3,832.70	0.000711
Highlands	Salt Springs	\$ 408.97	\$ 9,938.72	0.000711
Highlands	Shady Road	\$ 138.82	\$ 2,654.34	0.000711
Highlands	Silver Springs	\$ 71.95	\$ 1,771.38	0.000711
Highlands	Silver Springs Shores	\$ 131.95	\$ 2,356.73	0.000711
Homosassa Springs	Inverness	\$ 188.84	\$ 3,247.36	0.000711
Howey-In-The-Hills	Lady Lake	\$ 210.77	\$ 5,018.74	0.000711
Howey-In-The-Hills	Leesburg	\$ 210.77	\$ 4,425.72	0.000711
Howey-In-The-Hills	Montverde	\$ 335.16	\$ 7,673.08	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Howey-In-The-Hills	Mt. Dora	\$ 210.77	\$ 4,425.72	0.000711
Howey-In-The-Hills	Tavares	\$ 210.77	\$ 4,425.72	0.000711
Howey-In-The-Hills	Umatilla	\$ 326.58	\$ 7,673.08	0.000711
Kenansville	Kissimmee	\$ 138.82	\$ 2,654.34	0.000711
Kenansville	St. Cloud	\$ 138.82	\$ 2,654.34	0.000711
Kenansville	West Kissimmee	\$ 184.39	\$ 3,832.70	0.000711
Kingsley Lake	Lawtey	\$ 206.77	\$ 5,512.99	0.000711
Kingsley Lake	Raiford*	\$ 278.72	\$ 6,691.36	0.000711
Kingsley Lake	Starke	\$ 206.77	\$ 5,512.99	0.000711
Kissimmee	Celebration*	\$ 114.14	\$ 2,356.73	0.000711
Kissimmee	Haines City * (427)	\$ 138.82	\$ 2,654.34	0.000711
Kissimmee	St. Cloud	\$ 138.82	\$ 2,654.34	0.000711
Kissimmee	West Kissimmee	\$ 71.95	\$ 1,178.36	0.000711
Lady Lake (753)	Leesburg	\$ 86.39	\$ 1,771.38	0.000711
Lady Lake (753)	Montverde	\$ 274.14	\$ 6,197.11	0.000711
Lady Lake (753)	Mt. Dora	\$ 149.76	\$ 2,949.75	0.000711
Lady Lake (753)	Tavares	\$ 149.76	\$ 2,949.75	0.000711
Lady Lake (753)	Umatilla	\$ 265.56	\$ 6,197.11	0.000711
Lady Lake (821)	Leesburg	\$ 86.39	\$ 1,771.38	0.000711
Lady Lake (821)	Montverde	\$ 274.14	\$ 6,197.11	0.000711
Lady Lake (821)	Mt. Dora	\$ 149.76	\$ 2,949.75	0.000711
Lady Lake (821)	Ocala	\$ 202.19	\$ 4,425.72	0.000711
Lady Lake (821)	Oklawaha	\$ 131.95	\$ 2,949.75	0.000711
Lady Lake (821)	Salt Springs	\$ 514.53	\$ 12,888.46	0.000711
Lady Lake (821)	Silver Springs Shores	\$ 131.95	\$ 2,949.75	0.000711
Lady Lake (821)	Tavares	\$ 149.76	\$ 2,949.75	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Deicated DS3	Common
Lady Lake (821)	Umatilla	\$ 265.56	\$ 6,197.11	0.000711
Lake Brantley	Celebration*	\$ 156.33	\$ 3,535.09	0.000711
Lake Brantley	East Orange*	\$ 114.14	\$ 2,356.73	0.000711
Lake Brantley	Geneva*	\$ 114.14	\$ 2,356.73	0.000711
Lake Brantley	Lake Buena Vista*	\$ 156.33	\$ 3,535.09	0.000711
Lake Brantley	Maitland	\$ 71.95	\$ 1,178.36	0.000711
Lake Brantley	Montverde	\$ 238.53	\$ 5,604.09	0.000711
Lake Brantley	Oriando*	\$ 114.14	\$ 2,356.73	0.000711
Lake Brantley	Oviedo*	\$ 114.14	\$ 2,356.73	0.000711
Lake Brantley	Reedy Creek	\$ 174.14	\$ 3,535.09	0.000711
Lake Brantley	Sanford*	\$ 114.14	\$ 2,356.73	0.000711
Lake Brantley	Windermere	\$ 174.14	\$ 3,535.09	0.000711
Lake Brantley	Winter Garden	\$ 114.14	\$ 2,356.73	0.000711
Lake Brantley	Winter Park	\$ 71.95	\$ 1,178.36	0.000711
Lake Helen	Orange City	\$ 71.95	\$ 1,771.38	0.000711
Lawtey	Raiford*	\$ 278.72	\$ 6,691.36	0.000711
Lawtey	Starke	\$ 206.77	\$ 5,512.99	0.000711
Lee	Madison	\$ 71.95	\$ 1,771.38	0.000711
Leesburg	Montverde	\$ 210.77	\$ 4,425.72	0.000711
Leesburg	Mt. Dora	\$ 86.39	\$ 1,178.36	0.000711
Leesburg	Tavares	\$ 86.39	\$ 1,178.36	0.000711
Leesburg	Umatilla	\$ 202.19	\$ 4,425.72	0.000711
Maitland	Celebration*	\$ 156.33	\$ 3,535.09	0.000711
Maitland	East Orange*	\$ 114.14	\$ 2,356.73	0.000711
Maitland	Geneva*	\$ 114.14	\$ 2,356.73	0.000711
Maitland	Lake Buena Vista*	\$ 156.33	\$ 3,535.09	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Maitland	Montverde	\$ 238.53	\$ 5,604.09	0.000711
Maitland	Orlando*	\$ 114.14	\$ 2,356.73	0.000711
Maitland	Oviedo*	\$ 114.14	\$ 2,356.73	0.000711
Maitland	Reedy Creek	\$ 174.14	\$ 3,535.09	0.000711
Maitland	Sanford*	\$ 114.14	\$ 2,356.73	0.000711
Maitland	Windermere	\$ 174.14	\$ 3,535.09	0.000711
Maitland	Winter Garden	\$ 114.14	\$ 2,356.73	0.000711
Maitland	Winter Park	\$ 71.95	\$ 1,178.36	0.000711
Malone	Marianna	\$ 86.39	\$ 1,178.36	0.000711
Marco Island	Naples	\$ 86.39	\$ 1,178.36	0.000711
Marco Island	Naples Moorings	\$ 86.39	\$ 1,178.36	0.000711
Marco Island	Naples Southeast	\$ 86.39	\$ 1,178.36	0.000711
Marco Island	North Naples	\$ 86.39	\$ 1,178.36	0.000711
Marianna	Altha *	\$ 71.95	\$ 1,178.36	0.000711
Marianna	Sneads	\$ 86.39	\$ 1,178.36	0.000711
Monticello	Tallahassee-Calhoun	\$ 138.82	\$ 2,654.34	0.000711
Montverde	Celebration*	\$ 256.34	\$ 5,604.09	0.000711
Montverde	East Orange*	\$ 238.53	\$ 5,604.09	0.000711
Montverde	Lake Buena Vista*	\$ 256.34	\$ 5,604.09	0.000711
Montverde	Mt. Dora	\$ 210.77	\$ 4,425.72	0.000711
Montverde	Orlando*	\$ 238.53	\$ 5,604.09	0.000711
Montverde	Reedy Creek	\$ 210.77	\$ 4,425.72	0.000711
Montverde	Tavares	\$ 210.77	\$ 4,425.72	0.000711
Montverde	Umatilla	\$ 210.77	\$ 4,425.72	0.000711
Montverde	Windermere	\$ 210.77	\$ 4,425.72	0.000711
Montverde	Winter Garden	\$ 124.39	\$ 3,247.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Montverde	Winter Park	\$ 196.34	\$ 4,425.72	0.000711
Mt. Dora	Tavares	\$ 86.39	\$ 1,178.36	0.000711
Mt. Dora	Umatilla	\$ 202.19	\$ 4,425.72	0.000711
Naples	Naples SouthEast	\$ 86.39	\$ 1,178.36	0.000711
Naples	North Naples	\$ 86.39	\$ 1,178.36	0.000711
Naples Moorings	Naples SouthEast	\$ 86.39	\$ 1,178.36	0.000711
Naples Moorings	North Naples	\$ 86.39	\$ 1,178.36	0.000711
Naples Southeast	North Naples	\$ 86.39	\$ 1,178.36	0.000711
Niceville	Shalimar	\$ 86.39	\$ 1,178.36	0.000711
North Cape Coral	North Fort Myers	\$ 136.41	\$ 2,771.35	0.000711
North Cape Coral	Pine Island	\$ 174.82	\$ 3,949.71	0.000711
North Cape Coral	Sanibel-Captiva Islands	\$ 174.82	\$ 3,949.71	0.000711
North Fort Myers	Pine Island	\$ 71.95	\$ 1,178.36	0.000711
North Fort Myers	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36	0.000711
Ocala	Citra*	\$ 263.21	\$ 5,308.68	0.000711
Ocala	Dunnellon*	\$ 184.39	\$ 3,832.70	0.000711
Ocala	McIntosh*	\$ 263.21	\$ 5,308.68	0.000711
Ocala	Oklawaha	\$ 71.95	\$ 1,178.36	0.000711
Ocala	Orange Springs*	\$ 263.21	\$ 5,308.68	0.000711
Ocala	Salt Springs	\$ 408.97	\$ 9,938.72	0.000711
Ocala	Shady Road	\$ 138.82	\$ 2,654.34	0.000711
Ocala	Silver Springs	\$ 158.34	\$ 2,949.75	0.000711
Ocala	Silver Springs Shores	\$ 71.95	\$ 1,178.36	0.000711
Oklawaha	Citra*	\$ 196.34	\$ 3,832.70	0.000711
Oklawaha	Dunnellon*	\$ 229.95	\$ 5,011.07	0.000711
Oklawaha	McIntosh*	\$ 196.34	\$ 3,832.70	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Oklawaha	Orange Springs*	\$ 196.34	\$ 3,832.70	0.000711
Oklawaha	Salt Springs	\$ 454.53	\$ 11,117.08	0.000711
Oklawaha	Silver Springs Shores	\$ 71.95	\$ 1,178.36	0.000711
Orange City	DeBary*	\$ 71.95	\$ 1,178.36	0.000711
Orange City	Deland*	\$ 71.95	\$ 1,178.36	0.000711
Orange City	DeLeon Springs*	\$ 71.95	\$ 1,178.36	0.000711
Panacea	Alligator Point*	\$ 628.66	\$ 15,068.99	0.000711
Panacea	Sopchoppy	\$ 395.62	\$ 9,760.31	0.000711
Panacea	St. Marks	\$ 248.78	\$ 6,494.72	0.000711
Panacea	Tallahassee Blairstone	\$ 395.62	\$ 9,760.31	0.000711
Pine Island	Sanibel-Captiva Islands	\$ 71.95	\$ 1,178.36	0.000711
Reedy Creek	Celebration*	\$ 131.95	\$ 2,356.73	0.000711
Reedy Creek	East Orange*	\$ 174.14	\$ 3,535.09	0.000711
Reedy Creek	Lake Buena Vista*	\$ 131.95	\$ 2,356.73	0.000711
Reedy Creek	Orlando*	\$ 174.14	\$ 3,535.09	0.000711
Reedy Creek	West Kissimmee	\$ 86.39	\$ 1,178.36	0.000711
Reedy Creek	Windermere	\$ 149.76	\$ 2,356.73	0.000711
Reedy Creek	Winter Garden	\$ 86.39	\$ 1,178.36	0.000711
Reedy Creek	Winter Park	\$ 131.95	\$ 2,356.73	0.000711
Reynolds Hill	Westville	\$ 196.34	\$ 5,018.74	0.000711
Salt Springs	Citra*	\$ 533.35	\$ 12,593.05	0.000711
Salt Springs	Dunnellon*	\$ 570.34	\$ 13,771.42	0.000711
Salt Springs	McIntosh*	\$ 533.35	\$ 12,593.05	0.000711
Salt Springs	Orange Springs*	\$ 533.35	\$ 12,593.05	0.000711
Salt Springs	Silver Springs Shores	\$ 454.53	\$ 11,117.08	0.000711
San Antonio	Trilacoochee	\$ 149.76	\$ 2,356.73	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated	Dedicated	Common
		DS1	DS3	
San Antonio	Zephyrhills*	\$ 131.95	\$ 2,356.73	0.000711
Santa Rosa Beach	Seagrove Beach	\$ 86.39	\$ 1,178.36	0.000711
Sebring	Spring Lake	\$ 124.39	\$ 2,654.34	0.000711
Shalimar	Valparaiso	\$ 86.39	\$ 1,178.36	0.000711
Silver Springs Shores	Citra*	\$ 196.34	\$ 3,832.70	0.000711
Silver Springs Shores	Dunnellon*	\$ 229.95	\$ 5,011.07	0.000711
Silver Springs Shores	McIntosh*	\$ 196.34	\$ 3,832.70	0.000711
Silver Springs Shores	Orange Springs*	\$ 196.34	\$ 3,832.70	0.000711
Sopchoppy	Alligator Point*	\$ 504.27	\$ 11,821.63	0.000711
Sopchoppy	Carrabelle*	\$ 504.27	\$ 11,821.63	0.000711
Sopchoppy	St. Marks	\$ 395.62	\$ 9,760.31	0.000711
Sopchoppy	Tallahassee Blairstone	\$ 271.23	\$ 6,512.95	0.000711
St. Cloud	Celebration*	\$ 114.14	\$ 2,356.73	0.000711
St. Cloud	West Kissimmee	\$ 71.95	\$ 1,178.36	0.000711
St. Marks	Alligator Point*	\$ 628.66	\$ 15,068.99	0.000711
St. Marks	Tallahassee Blairstone	\$ 395.62	\$ 9,760.31	0.000711
Starke	Keystone Heights*	\$ 278.72	\$ 6,691.36	0.000711
Starke	Raiford*	\$ 278.72	\$ 6,691.36	0.000711
Tallahassee-Calhoun	Alligator Point*	\$ 263.21	\$ 5,308.68	0.000711
Tallahassee-Calhoun	Bristol*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Calhoun	Carrabelle*	\$ 263.21	\$ 5,308.68	0.000711
Tallahassee-Calhoun	Chattahoochee*	\$ 263.21	\$ 5,308.68	0.000711
Tallahassee-Calhoun	Greensboro*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Calhoun	Gretna*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Calhoun	Havana*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Calhoun	Hosford*	\$ 131.95	\$ 2,356.73	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

**Sprint Florida, Inc
Rate Table**

**PART C
ATTACHMENT I - TABLE 1
TRANSPORT**

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Tallahassee-Calhoun	Perry	\$ 263.21	\$ 5,308.68	0.000711
Tallahassee-Calhoun	Quincy*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Calhoun	Tallahassee-FSU	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-Calhoun	Tallahassee-Mabry	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-Calhoun	Tallahassee-Perkins	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-Calhoun	Tallahassee-Willis	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-Calhoun	Tallahassee Thomasville	\$ 149.76	\$ 2,356.73	0.000711
Tallahassee-FSU	Alligator Point*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-FSU	Bristol*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-FSU	Carrabelle*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-FSU	Chattahoochee*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-FSU	Greensboro*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-FSU	Gretna*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-FSU	Havana*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-FSU	Hosford*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-FSU	Quincy*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-FSU	Tallahassee-Mabry	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-FSU	Tallahassee-Perkins	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-FSU	Tallahassee-Willis	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-FSU	Tallahassee Thomasville	\$ 149.76	\$ 2,356.73	0.000711
Tallahassee-Mabry	Alligator Point*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-Mabry	Bristol*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Mabry	Carrabelle*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-Mabry	Chattahoochee*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-Mabry	Greensboro*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Mabry	Gretna*	\$ 131.95	\$ 2,356.73	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Tallahassee-Mabry	Havana*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Mabry	Hosford*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Mabry	Quincy*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Mabry	Tallahassee-Perkins	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-Mabry	Tallahassee-Willis	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-Mabry	Tallahassee Thomasville	\$ 149.76	\$ 2,356.73	0.000711
Tallahassee-Perkins	Alligator Point*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-Perkins	Bristol*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Perkins	Carrabelle*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-Perkins	Chattahoochee*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-Perkins	Greensboro*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Perkins	Gretna*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Perkins	Havana*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Perkins	Hosford*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Perkins	Quincy*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee-Perkins	Tallahassee-Willis	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee-Perkins	Tallahassee Thomasville	\$ 149.76	\$ 2,356.73	0.000711
Tallahassee-Willis	Alligator Point*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-Willis	Bristol*	\$ 71.95	\$ 1,178.36	0.000711
Tallahassee-Willis	Carrabelle*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-Willis	Chattahoochee*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee-Willis	Greensboro*	\$ 71.95	\$ 1,178.36	0.000711
Tallahassee-Willis	Gretna*	\$ 71.95	\$ 1,178.36	0.000711
Tallahassee-Willis	Havana*	\$ 71.95	\$ 1,178.36	0.000711
Tallahassee-Willis	Hosford*	\$ 71.95	\$ 1,178.36	0.000711
Tallahassee-Willis	Quincy*	\$ 71.95	\$ 1,178.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE 1
TRANSPORT

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Tallahassee Blairstone	Alligator Point*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee Blairstone	Bristol*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Blairstone	Carrabelle*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee Blairstone	Chattahoochee*	\$ 326.58	\$ 6,487.04	0.000711
Tallahassee Blairstone	Greensboro*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Blairstone	Gretna*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Blairstone	Havana*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Blairstone	Hosford*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Blairstone	Quincy*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-Calhoun	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee Blairstone	Tallahassee-FSU	\$ 149.76	\$ 2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-Mabry	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee Blairstone	Tallahassee-Perkins	\$ 149.76	\$ 2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-Willis	\$ 86.39	\$ 1,178.36	0.000711
Tallahassee Blairstone	Tallahassee Thomasville	\$ 149.76	\$ 2,356.73	0.000711
Tallahassee Thomasville	Alligator Point*	\$ 389.95	\$ 7,665.40	0.000711
Tallahassee Thomasville	Bristol*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Thomasville	Carrabelle*	\$ 389.95	\$ 7,665.40	0.000711
Tallahassee Thomasville	Chattahoochee*	\$ 389.95	\$ 7,665.40	0.000711
Tallahassee Thomasville	Greensboro*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Thomasville	Gretna*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Thomasville	Havana*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Thomasville	Hosford*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Thomasville	Quincy*	\$ 131.95	\$ 2,356.73	0.000711
Tallahassee Thomasville	Tallahassee-Willis	\$ 86.39	\$ 1,178.36	0.000711
Tavares	Umatilla	\$ 202.19	\$ 4,425.72	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.

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Rate Table

PART C
ATTACHMENT I - TABLE I
TRANSPORT

Originating	Terminating	Dedicated	Dedicated	Common
		DS1	DS3	
Trilacoochee	Zephyrhills*	\$ 131.95	\$ 2,356.73	0.000711
Wauchula	Zolfo Springs	\$ 124.39	\$ 2,654.34	0.000711
West Kissimmee	Celebration*	\$ 71.95	\$ 1,178.36	0.000711
West Kissimmee	Haines City*(427)	\$ 184.39	\$ 3,832.70	0.000711
Williston	Bronson*	\$ 71.95	\$ 1,178.36	0.000711
Windermere	Celebration*	\$ 174.14	\$ 3,535.09	0.000711
Windermere	East Orange*	\$ 174.14	\$ 3,535.09	0.000711
Windermere	Lake Buena Vista*	\$ 174.14	\$ 3,535.09	0.000711
Windermere	Orlando*	\$ 174.14	\$ 3,535.09	0.000711
Windermere	Winter Garden	\$ 86.39	\$ 1,178.36	0.000711
Windermere	Winter Park	\$ 131.95	\$ 2,356.73	0.000711
Winter Garden	Celebration*	\$ 131.95	\$ 2,356.73	0.000711
Winter Garden	East Orange*	\$ 114.14	\$ 2,356.73	0.000711
Winter Garden	Lake Buena Vista*	\$ 131.95	\$ 2,356.73	0.000711
Winter Garden	Orlando*	\$ 114.14	\$ 2,356.73	0.000711
Winter Garden	Winter Park	\$ 71.95	\$ 1,178.36	0.000711
Winter Park	Celebration*	\$ 114.14	\$ 2,356.73	0.000711
Winter Park	East Orange*	\$ 71.95	\$ 1,178.36	0.000711
Winter Park	Geneva*	\$ 71.95	\$ 1,178.36	0.000711
Winter Park	Lake Buena Vista*	\$ 114.14	\$ 2,356.73	0.000711
Winter Park	Orlando*	\$ 71.95	\$ 1,178.36	0.000711
Winter Park	Oviedo*	\$ 71.95	\$ 1,178.36	0.000711
Winter Park	Sanford*	\$ 71.95	\$ 1,178.36	0.000711

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* Non-Company end offices. Carrier will need to coordinate with other companies for completing the route.