



Box 2214
Tallahassee, Florida 32306

June 20, 1997

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

960754-TP

Re: Petition of Sprint-Florida, Incorporated
for Approval of Resale Agreement with
Telephone Company of Central Florida

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies
of Sprint-Florida, Inc.'s Petition for approval of Resale
Agreement with Telephone Company of Central Florida.

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

Thank you for your assistance in this matter.

Sincerely,

Charles J. Rehwinkel

CJR/th

Enclosures

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Resale Agreement)
Between Sprint-Florida, Inc. and)
Telephone Company of Central)
Florida, Inc.)
_____)

Docket No.

Filed: June 20, 1997

**PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF RESALE AGREEMENT
WITH TELEPHONE COMPANY OF CENTRAL FLORIDA**

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of a Resale Agreement which Sprint-Florida has entered with Telephone Company of Central Florida ("TCCF").

In support of this Petition, Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities" with alternative local exchange carriers. Section 364.162, Florida Statutes (1996).

2. The United States Congress has also recently enacted legislation amending the Communications Act of 1934. This legislation, referred to as the Telecommunications Act of 1996, requires that any such "agreement adopted by

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FPSC-RECORDS/REPORTING

negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).

3. In accordance with the above provisions, Sprint-Florida has entered an Agreement with TCCF, which is or will be a carrier certificated as an alternative local exchange carrier as that term is defined in Section 364.02(1), Florida Statutes (1996). This Agreement was executed on April 22, 1997, and is attached hereto as Attachment A.

4. Under the Federal Act, an agreement can be rejected by the State commission only if the commission finds that the agreement or any portion thereof discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C. §252(e)(2).

5. The Agreement with TCCF does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Agreement is also consistent with the public interest, convenience and necessity. As such, Sprint-Florida seeks approval of the Agreement from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Resale Agreement between Sprint-Florida and Telephone Company of Central Florida.

Respectfully submitted this 20th day of June, 1997.

Sprint-Florida, Incorporated



Charles J. Rehwinkel
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Sprint-Florida, Incorporated
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RESALE AGREEMENT

APRIL 11, 1997

RESALE AGREEMENT

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RESALE AGREEMENT

This Agreement is between Telephone Company of Central Florida, Inc. ("Carrier") and Sprint-Florida, Incorporated (Company") hereinafter collectively, "the Parties", entered into this 11th day of April, 1997, for the State of Florida.

WHEREAS, the Parties wish to establish terms and conditions for the purposes of fulfilling Company's obligations established by 251(b) and (c) of the Act, as defined herein;

THEREFORE, the Parties hereby agree as follows:

I. DEFINITIONS

Definitions of the terms used in this Agreement shall have the meanings set forth below.

1. **Access Service Request ("ASR")** - means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
2. **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.
3. **Affiliate** - means any person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this Agreement, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty percent (50%). "Person" shall mean any individual, partnership, corporation, company, limited liability company, association, or any other legal entity authorized to transact business in any State.
4. **Bell Communications Research ("Bellcore")** - means an organization owned jointly by the Bell regional holding companies, or their successors, that conducts research and/or development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
5. **Central Office Switch, End Office or Tandem (hereinafter "Central Office" or "CO")** - means a switching facility within the public switched telecommunications network, including but not limited to:

End Office Switches which 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.

6. **Centralized Message Distribution System ("CMDS")** - means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
7. **Commercial Mobile Radio Services ("CMRS")** - means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public as set forth in 47 Code of Federal Regulations § 20.3.
8. **Commission** - means the commission, board, or official (by whatever name designated) which under the laws of any State has regulatory jurisdiction with respect to intrastate operations of carriers. As referenced in this part, this term may include the Federal Communications Commission if it assumes the responsibility of the state commission, pursuant to section 252(e)(5) of the Act. This term shall also include any person or persons to whom the state commission has delegated its authority under section 251 and 252 of the Act.
9. **Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC")** - means any company or person authorized to provide local exchange services in competition with an ILEC.
10. **Customer Proprietary Network Information ("CPNI")** - shall have the meaning set forth in 47 USC §222 (f)(1) and FCC regulations issued pursuant thereto.
11. **Electronic Interfaces** - means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions. For the purposes of this Agreement, Company shall provide such Electronic Interfaces pursuant to industry standards within twelve months after such standards have been established to allow information, operational and timeliness Parity.
12. **FCC** - means Federal Communications Commission.
13. **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. §69.601(b) of the FCC's regulations.
14. **Integrated Services Digital Network ("ISDN")** - means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
15. **Interconnection** - means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks for the transmission and routing of

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exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.

16. **Interexchange Carrier ("IXC")** - means a telecommunications service provider offering interexchange telecommunications services (e.g., inter- and/or intraLATA toll).
17. **Most Favored Nations ("MFN")** - means the ability of Carrier to replace any price, term and condition in this contract with the price, term and condition provided in Florida to any CLEC by Company pursuant to the Act.
18. **Numbering Plan Area ("NPA")** - means an area code assigned pursuant to the North America Numbering Plan which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code") means specialized telecommunications service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.
19. **Parity** - means nondiscriminatory access to telephone numbers, operator services, directory assistance and directory listings with no unreasonable dialing delays between functions the Company performs for itself and functions it performs for/or makes available to Carrier.
20. **Rebranding** - occurs when Carrier purchases a wholesale service from Company when the Carrier brand is substituted for the Company brand.
21. **Tariff** - means a filing with the state commission or FCC that describes services offered by the Company and sets forth pricing, terms and conditions for those services.
22. **Telecommunications Services** - shall have the meaning set forth in 47 USC §153(6). Said services do not include Voice Mail/MessageLine, Inside Wire Maintenance, CMRS, Lifeline (and similar government programs), COCOT lines and Employee Concessions.
23. **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.
24. **Wholesale Service** - means any regulated Telecommunication Services that Company provides at retail to subscribers who are not telecommunications carriers as set forth in 47 USC §251(c)(4).

II. SCOPE, TERM AND TERMINATION

A. Scope

1. The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company tariffs. Should there be a conflict between the terms of this Agreement and any such tariffs, the terms of the tariff shall control to the extent allowed by law or Commission Order.
2. If, at any time while this Agreement is in effect, Company provides any individual service arrangement contained in this agreement for the provision of a telecommunications service, as used herein, to a telecommunications carrier, as defined in 47 Code of Federal Regulations Part 51.5, on terms different from those available under this Agreement, then Carrier may opt to adopt such individual service arrangement upon the same rates, terms, and conditions as those provided to said telecommunications carrier in place of the specific service arrangement otherwise applicable under this Agreement for its own arrangements with Company. This obligation shall not apply where Company proves to the Commission that the costs of providing a particular service to Carrier are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement, or the provision of a particular service to the requesting carrier is not technically feasible. Individual service arrangements shall remain available for use by telecommunications carriers pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection. To the extent Carrier desires to order wholesale Telecommunications Services for Resale from Company it is entitled to do so on a non-discriminatory basis under rates, terms, and conditions no less favorable than those currently extended, or which in the future may be extended, by Company in Florida to any other reseller offering local exchange and/or toll services, or equivalent elements to any other OLEC on a MFN basis.³ Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement is 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, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of an appeal of the decision of a 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 the decision of a Commission or the FCC, a rulemaking proceeding, a generic investigation or an arbitration proceeding conducted by a Commission or FCC which applies to the Company or in which the Commission or FCC makes a generic determination) to the extent that said changes apply to all similar Company agreements or interconnection requirements in general. 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 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 modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting

appropriate modifications to this Agreement, the parties agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

3. Notwithstanding Carrier's option to elect other terms pursuant to Section II(A)(2) above, the parties expressly stipulate that in no event shall the terms contained in Section I of Schedule 1.0 of the Interconnection Agreement between MFS Communications Company, Inc. and Sprint-Florida, Incorporated d/b/a United Telephone Company of Florida, dated as of September 19, 1996, be made available to Carrier.

B. Term

1. This Agreement shall be deemed effective upon the earlier of the approval by a Commission of appropriate jurisdiction or 30 days after execution, provided Carrier has been certified by the Commission. No order or request for services under this Agreement shall be processed until this Agreement is effective.
2. Except as provided herein, Company and Carrier agree to provide service to each other on the terms defined in this Agreement for a period of two years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

C. Termination

1. Either party may terminate this Agreement by providing written notice of termination to the other party, such written notice to be provided at least 180 days in advance of the date of termination. In the event of such termination for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption until either (a) a new agreement is executed by the Parties, or (b) standard terms and conditions contained in Company's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC.
2. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:
 - a. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - b. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.
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

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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.

III. RESALE OF LOCAL SERVICES

A. Scope

1. Company retail Telecommunications Services shall be available for resale at wholesale prices pursuant to 47 USC §251(c)(4). Services that are not retail Telecommunications Services and, thus, not covered by this Agreement and not available for resale at wholesale prices include, but are not limited to, CMRS services, Lifeline services and similar government programs (underlying access service will be resold but Carrier must qualify its offering for these programs), promotions of less than ninety (90) days and Employee Concessions.
2. Until such time as additional clarification of Company's obligations with respect to the resale of COCOT lines and Inside Wire Maintenance has been provided by the FCC or Commission, COCOT lines and Inside Wire Maintenance will not be resold at wholesale prices under this Agreement. Should the FCC or Commission mandate that Company resell said services, the parties shall enter into good faith negotiations regarding the provisioning of said services and applicable associated pricing and shall incorporate the terms governing said services into this Agreement by written Addendum signed by the parties to be charged.
3. Company's Voice Mail/MessageLine service shall be available for resale until such time as additional clarification of Company's obligations with respect to the resale of Voice Mail/MessageLine has been provided by the FCC or Commission.
4. Except as set forth above and as may be imposed by the FCC or Commission, Company shall not place conditions or restrictions on Carrier's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers). Every regulated retail service rate, including promotions over 90-days in length, discounts, and option plans will have a corresponding wholesale rate. Company will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available. Carrier may acquire details of tariffed retail offering changes through services available from respective regulatory commissions.
5. When wholesale basic local service is purchased by Carrier, Company will, at no additional charge, establish Carrier's end user customer information in existing databases (e.g., DA, E911, LIDB) in the same manner Company establishes its own customer information in those databases. Company will also provide signaling support for wholesale services provided to Carrier equal to that provided to Company's customers, at no additional charge.

6. Company will make any service grandfathered to an end-user or any Individual Case Basis ("ICB") service available to Carrier for resale to that same end-user at the same location(s) and will provide any legally required notice or a 30-days notice, whichever is less, to Carrier prior to the effective date of changes in or discontinuation of any product or service that is available for resale hereunder.
7. Company will provide Primary Interexchange Carrier ("PIC") processing for the carrier initially selected by Carrier's End Users on the initial service order. Company will bill and Carrier will pay any PIC change charges. Thereafter, Company will not process PIC changes received by it directly from IXCs without Carrier's consent. If PIC changes are received by Company directly from IXCs, Company will reject the PIC change back to the IXC with the OCN of Carrier in the appropriate field of the industry standard Customer Account Record Exchange record.
8. Company shall allow Carrier customers to retain their current telephone number when technically feasible within the same Company Wire Center and shall install Carrier customers as quickly as it installs its own end-users.

B. Charges and Billing

1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Company and Company shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
2. Company will be responsible for returning EMI/EMR records to IXCs with the Carrier disconnect rejection code along with the Operating Company Number ("OCN") of the associated Automatic Number Identification ("ANI"). (i.e., Billing Number).
3. Company will deliver a monthly statement for wholesale services based upon a mutually agreed upon schedule as follows:
 - a. Invoices will be provided in a standard carrier access billing format or other such format as Company may determine;
 - b. Where usage charges apply and message detail is created to support available services, the originating usage at the call detail level in standard EMR industry format will be provided in accordance with Attachment A to this Agreement;
 - c. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra region alternately billed messages;

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d. Company agrees to provide information on the end-user's selection of special features where Company maintains such information (e.g., billing method, special language) when Carrier places the order for service.

4. In general, Company will not become involved in disputes between Carrier and Carrier's End User customers over resold services. If a dispute does arise that cannot be settled without the involvement of Company, Carrier will contact the designated Service Center for resolution. Company will make every reasonable effort to assist in the resolution of the dispute and will work with Carrier to resolve the matter in as timely a manner as possible. Company and Carrier may be required to submit documentation to substantiate the claim.
5. With reasonable notice to Company, Carrier will be entitled to audit Company's records with respect to services provided under this Agreement during normal business hours at the office designated by Company. Audit requests will not be submitted more frequently than one time per calendar year. Each party will bear its own expenses occasioned by the audit.

C. Pricing

Pricing shall be developed based on 47 USC §252(d)(3) where wholesale prices are retail prices less avoided costs, net of any additional costs imposed by wholesale operations. The wholesale rate shall be, until such time as avoided cost studies in compliance with applicable Commission requirements have been approved, as set forth on Exhibit 1. In the event the Commission does establish rates that differ from the rates established pursuant to this agreement, the rates established by the Commission shall be implemented on a prospective basis. The wholesale discount amount shall be calculated by multiplying the applicable avoided discount percentage to the retail service rates (recurring and non-recurring). As retail rates change, the corresponding wholesale rate will be re-calculated.

D. Provisioning and Installation

1. All ordering processes and systems utilized by the Company for the provision of services to Carrier shall be provided at Parity with the services Company provides to itself and its affiliates. Electronic Interfaces for the exchange of ordering information will be adopted and made available pursuant to and within twelve (12) months of the establishment of industry standards. In the absence of industry standards, interim electronic access to Company systems will be established as indicated on Exhibit 2.
2. Carrier and Company may order Primary Local Carrier ("PLC") and Primary Interexchange Carrier ("PIC") record changes using the same order process and on a unified order.

3. A general Letter of Agency ("LOA") initiated by Carrier or Company will be required to process a PLC or PIC change order. No LOA signed by the end-user will be required to process a PLC or PIC change ordered by Carrier or Company. Carrier and Company agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules.
 4. Each Party will provide the other, if requested, as agent of the end-user customer, at the time of the PLC order, current "As Is" pre-ordering/ordering information relative to the end-user consisting of local features, products, services, elements, combinations, and any customer status qualifying the customer for a special service (e.g., DA exempt, lifeline, etc.) provided by the Party to that end-user.
 5. Until such time as numbering is administered by a third party, Company shall provide Carrier the ability to obtain telephone numbers from the Company, and to assign these numbers with the Carrier customer on the line when the capability is established. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the Company. Carrier shall pay Company the same charges as Company imposes on end users for vanity numbers and preferred number selection, less the applicable discount percentage.
 6. Company shall provide Carrier the ability to order all available features on its switches (e.g., call blocking of 900 and 976 calls by line or trunk).
 7. The Company will direct customers to Carrier for customer requests placed to Company for changes to customer's service. Sprint intends to follow industry guidelines, as defined by CBF, for the change carrier notification process. Until these standards are established, Sprint will notify Carrier within one business day of any Primary Local User change in Carrier when a carrier submits an order to Sprint that results in disconnection or reassignment of Sprint facilities or services previously used by Carrier.
 8. Company shall cooperate with Carrier, before Carrier offers commercial service, in testing all electronic ordering, provisioning, maintenance, billing and other Electronic Interfaces, when available, and internal systems to insure accurate and timely installation and billing occurs. Carrier shall pay Company the reasonable administrative costs of any simulation testing requested by the Carrier.
- E. 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.

IV. NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

1. A fax number must be provided to facilitate event notifications for planned mass calling events.
2. Company agrees to work toward having service centers dedicated to CLECs available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.
3. Company and Carrier will provide each other with customer contact numbers to be provided to the end users in the event of receipt of misdirected calls. Neither Party shall market to end-users during a call when that customer contacts the Party solely as a result of a misdirected call.
4. Notice of Network Event. 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 one percent of either Party's circuits in any exchange on a real-time basis.
5. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the routing of services using the local exchange carrier's facilities or networks.
6. The Company shall provide repair progress status reports so that Carrier will be able to provide its end-user customers with detailed information and an Estimated Time To Repair ("ETTR"). The Company will close all trouble reports with Carrier. Carrier will close all trouble reports with its end-user.
7. A non-branded, or at Carrier's cost a branded, customer-not-at-home card shall be left by Company at the customer's premises when a Carrier customer is not at home for an appointment and Company performs repair or installation services on behalf of Carrier.
8. The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when they respond to alarms for their own customers.

9. Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers (e.g., cable throws, power tests, etc.).
- B. Transfer of Service Announcements** - When an end-user who continues to be located within the local calling area changes from Company to Carrier, or from Carrier to Company, and does not retain its original telephone number, and if the Company formerly provided the non-retained telephone number to the end-user, whether through resale of services or through Company's direct provision of services, the Company will provide a new number announcement on the inactive telephone number, upon request, at parity with the duration and terms such service is provided to its own end-users, at no charge to the end-user or either Party unless Carrier or Company has a tariff on file to charge end-users. This announcement will provide details on the new number to be dialed to reach this customer.
- C. Repair Calls** - Carrier and Company will employ the following procedures for handling misdirected repair calls:
1. Carrier and Company will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.
 2. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end-user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about the other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.
 3. Carrier and Company will provide their respective repair contact numbers to one another on a reciprocal basis. Company will have toll free numbers staffed on a 24 X 7 basis for the purpose of receiving trouble reports from Carrier. Company will assign a trouble ticket number to each report received by telephone from Carrier for tracking purposes.
- D. Restoration of Service in the Event of Outages** - Company restoration of service in the event of outages due to equipment failures, human error, fire, 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 services affecting its own end-users or identified Carrier 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 between Company and Carrier in general. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

E. **Service Projections** - Carrier shall make available to Company periodic service projections, as reasonably requested, including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier'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. Trunk growth will be implemented as dictated by engineering requirements.

F. **Quality of Service**

1. Company shall provide Carrier with at least the same intervals and level of service provided by Company to its end-users or other carriers at any given time to ensure Parity in treatment.
2. Company shall provide Carrier maintenance and repair services in a manner that is timely, consistent and at Parity with service provided to Company end-users and/or other carriers.
3. Carrier and Company shall negotiate a process to expedite orders when requested by Carrier at parity with service company provides it's end-user.
4. At Carrier's request, Company will: (1) maintain data that compares the installation intervals and maintenance/service response times experienced by requesting Carrier end users to those experienced by Company End Users; and (2) provide the comparative data to Carrier on a mutually agreeable basis.

G. **Information**

1. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.

H. **Annoyance Call Handling**

1. Company will continue to process calls made to the Annoyance Call Center and will advise Carrier when it is determined that annoyance calls are originated from one of its end user's locations. Company shall be indemnified, defended and held harmless by Carrier and/or the end user against any claim, loss or damage arising from providing this information to Carrier. It is the responsibility of Carrier to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in Company's disconnecting the end user's service on the same basis as Company would disconnect its own end users' service. Carrier will have the right to seek resolution of annoyance calls made to its end users through Company's Annoyance Call Center on the same basis as Company's end users.

- I. **Discontinuance of Service** - To the extent permitted by law and any applicable commission or other rules or regulations the procedures for discontinuing service to an End User are as follows:

1. Company will deny service to Carrier's End User on behalf of, and at the request of, Carrier. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Carrier.
2. At the request of Carrier, Company will disconnect a Carrier End User customer.
3. All request by Carrier for denial or disconnection of any End User for nonpayment must be in writing, or may be transmitted electronically or by fax to Company. Such denial or disconnection will be implemented by Company within 8 business hours of Company's receipt of such request by Carrier.
4. Carrier will be made solely responsible for notifying the End User of the proposed disconnection of the service.

V. **ADDITIONAL SERVICES**

A. **911/E911**

1. **Description**

- a. Where Company is the owner or operator of the 911/E911 database, Company will maintain, and the Parties will agree upon the time frame for automated input and daily updating of 911/E911 database information related to Carrier end-users. Company will work cooperatively with Carrier to ensure the accuracy of the data transfer. Carrier is responsible for record data it provides to Company for entry in the database or, when available, for the information it enters into the database and agrees to indemnify and hold Company harmless from any and all claims or actions arising out of or relating to Carrier's negligence or intentional acts, errors or omissions in providing the record data to Company.
- b. Company will provide Carrier a default arrangement/disaster recovery plan including an emergency back-up number in case of massive trunk failures.

B. **DIRECTORIES AND DIRECTORY DISTRIBUTION**

1. **White Pages Directories; Distribution; Use of Listing Information**

- a. Sprint agrees to include one basic White Pages listing for each Carrier customer located within the geographic scope of its White Pages directories, at no additional charge to Carrier. A basic White Pages listing is defined as a customer name, address and either the Carrier assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of Carrier customers will be interfiled with listings of Sprint and other LEC customer.

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- b. Carrier agrees to provide Carrier customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide Carrier with the appropriate format for provision of Carrier customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event The Ordering and Billing Forum (OBF) adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
- c. Sprint agrees to provide White Pages database maintenance services to Carrier. Carrier will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's Service Order Entry System initially, and when Service Orders are entered in order to process a requested change to directory records.
- d. Carrier customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to Carrier customer.
- e. In addition to a basic White Pages listing, Sprint will provide other tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Carrier to offer for resale to Resale Customers.
- f. Sprint agrees to provide White Pages distribution services to Carrier customers within Sprint's service territory at no additional charge to Carrier. Sprint represents that the quality, timeliness and manner of such distribution services will be comparable to those provided to Sprint and other LEC customers.
- g. Sprint agrees to include critical contact information pertaining to Carrier in the "Information Pages" of those of its White Pages directories covering markets in which Carrier is providing or plans to commence providing local exchange service during the publication cycle of such directories. Critical contact information includes Carrier's business office number, repair number, billing information number, and any other information required to comply with will not be charged for inclusion of its critical contact information. The format, content and appearance of Carrier's critical contact information will conform to applicable Sprint and/or directory publisher guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all competitive LECs in a directory.
- h. Sprint will accord Carrier customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to Carrier customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of

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listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a LEC that contains customer listings of both the LEC and Carrier will not be deemed a violation of this confidentiality provision.

- i. Sprint will not sell or license Carrier's customer listing information to any third parties without Carrier's prior written consent. Upon receipt of such consent, Sprint and Carrier will work cooperatively to address any payments for the sale or license of Carrier customer information to third parties. Any payments due to Carrier for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties.
2. Other Directory Services. Sprint will use its best efforts to cause its directory publisher to enter into a separate agreement with Carrier which will address other directory services desired by Carrier as described in this Section V.A.2. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement, and that the provisions contained in this Section V.B.2., are not binding upon Sprint's directory publisher.
- a. Sprint's directory publisher will negotiate with Carrier concerning the provision of a basic Yellow Pages listing to Carrier customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to Carrier customers.
 - b. Directory advertising will be offered to Carrier customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other LEC customers. Directory advertising will be billed to Carrier customers by directory publisher.
 - c. Directory publisher will use its best efforts to ensure that directory advertising purchased by customers who switch their service to Carrier is maintained without interruption.
 - d. Information pages, in addition to any information page or portion of an information page containing critical contact information as described in Section V.B.1.f, may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines and regulatory requirements.
 - e. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design content or format of directories, and directory advertising sales.

C. **Directory Assistance**

1. **General Requirements**

- a. Where Company is a directory assistance service provider, at Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will provide to Carrier for resale, Carrier branded or unbranded directory assistance services, where technically available, which is comparable to the directory assistance service Company makes available to its own end-users.
- b. Company will make Carrier's data available to anyone calling the Company's DA and will update its database with Carrier's data in Parity with updates from its own data.
- c. Company may store proprietary customer information provided by Carrier in its Directory Assistance database; such information should be able to be identified by source provider in order to provide the necessary protection of Carrier's or Carrier customer's proprietary or protected information.
- d. Carrier may limit the Company's use of Carrier's data to directory assistance or, pursuant to written agreement, grant greater flexibility in the use of the data subject to proper compensation.
- e. If Directory Assistance is a separate retail service provided by Company, Company must allow wholesale resale of Company DA service.
- f. Company shall include Carrier listings in its directory assistance database.
- g. Carrier has the right to license Company unbundled directory databases and sub databases and utilize them in the provision of its own DA service. To the extent that Carrier includes Company listings in its own directory assistance database, Carrier shall make Company's data available to anyone calling Carrier's DA.
- h. Company will make available to Carrier all DA service enhancements on a non-discriminatory basis.
- i. When technically feasible and requested by Carrier, Company will route Carrier customer DA calls to Carrier DA centers.

2. **Business Processes**

- a. The Company will, consistent with Section 222 of the Act, update and maintain the DA database with Carrier data, utilizing the same procedures it uses for its own customers, for those Carrier customers who:

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Disconnect
Install
Are Non-Published
Are Non-Published/Non-Listed

Change Carrier
"Change" orders
Are Non-Listed

- b. Carrier shall bill its own end-users.
- c. Carrier will be billed in an agreed upon standard format.
- d. Company and Carrier will develop intercompany procedures to correct errors when they are identified in the database.

3. Compensation

- a. When Carrier is rebranding the local service of Company, directory assistance that is provided without separate charge to end-users will be provided to Carrier end-users as part of the basic wholesale local service, subject to any additional actual expense to brand the service with Carrier's brand. Where DA is separately charged as a retail service by Company, Carrier shall pay for DA service at retail less avoided cost.
- b. Company shall place Carrier end-users listings in its directory assistance database for no charge.
- c. Company shall, subject to Section 222 of the Act, make its unbundled directory assistance database available to Carrier. Prices shall be set at TELRIC plus a reasonable allocation of joint and common costs.
- d. Any additional actual trunking costs necessary to provide a Carrier branded resold directory assistance service or routing to Carrier's own directory assistance service location shall be paid by Carrier.

D. Operator Services

1. General Requirements

- a. Where Company (or a Company Affiliate on behalf of Company) provides operator services, at Carrier's request (subject to any existing system capacity restraints which Company shall work to overcome) Company will provide to Carrier, Carrier branded or unbranded operator services, where technically available, which is comparable to operator services Company makes available to its own end-users.

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b. At Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will route Operator Service traffic of Carrier's customers to the Carrier's Operator Service Center.

c. Company shall provide operator service features to include the following: (i) local call completion 0- and 0+, billed to calling cards, billed collect, and billed to third party, and (ii) billable time and charges, etc.

2. Compensation

a. Company shall provide operator services for resale at wholesale prices.

b. When Carrier requests Carrier branded Company operator services for resale any actual additional trunking costs associated with Carrier branding shall be paid by Carrier.

VI. ADDITIONAL RESPONSIBILITIES OF THE PARTIES

A. Cooperation on Fraud

1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

2. At a minimum, such cooperation shall include, when allowed by law or regulation, providing to the other Party, upon request, information concerning any end-user who terminate services to that Party without paying all outstanding charges, when such end-user seeks service from the other Party. Where required, it shall be the responsibility of the Party seeking such information to secure the end-user's permission to obtain such information.

B. Proprietary Information

1. During the term of this Agreement, it may be necessary for the Parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within 30 days.

2. The Parties will not have an obligation to protect any portion of Information which: (a) is made publicly available lawfully by a non-Party to this Agreement; (b) is lawfully obtained

from any source other than the providing Party; (c) is previously known without an obligation to keep it confidential; or (d) is released by the providing Party in writing.

3. Each Party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appearing on the originals. Each Party agrees to use the Information solely in support of this Agreement and for no other purpose.
4. All customer records and data, whether in paper or electronic format, received by either party from the other as part of the requirements hereunder, including but not limited to Customer data or records which are received or generated and stored by either of the parties pursuant to this Agreement shall be proprietary and subject to the obligations specified in this Section whether or not marked with a confidential or proprietary legend.
5. The Parties acknowledge that Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury to owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality the owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

C. Law Enforcement And Civil Process

1. Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request. The intercept will be done at no charge to Carrier when the request is in the form of a court order.

2. Subpoenas

If a Party receives a subpoena for information concerning an end-user the Party knows to be an end-user of the other Party, it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end-users service provider, in which case the Party will respond to any valid request.

3. Hostage or Barricaded Persons Emergencies

If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect or one-way denial of outbound calls for an end-user of the

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other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end-user and the Party serving such end-user agrees to indemnify and hold the other Party harmless against any and all such claims.

VII. FORCE MAJEURE

Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement for an interruption in service for which it had no control resulting directly or indirectly by reason of fire, flood, earthquake, or like acts of God, explosion, war, or other violence, strikes or work stoppages, or any requirement of a governmental agency, or cable cut by a third party, provided the Party so affected takes all reasonable steps to avoid or remove such cause of non-performance, provides immediate notice to the other Party setting forth the nature of such claimed event and the expected duration thereof, and resumes provision of service promptly whenever such causes are removed.

VIII. LIMITATION OF LIABILITY

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a party's obligation under IX to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Company's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

IX. INDEMNIFICATION

- A. Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. In the case of any loss alleged or made by a Customer of either Party, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer. The indemnifying Party under this Section agrees to defend any suit brought against the other Party—either individually or jointly with the indemnifying Party—for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party

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promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- B. Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of its end-users for nonpayment.
- C. When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.
- D. In addition to its indemnity obligations hereunder, each Party shall provide, in its tariffs and contracts with its customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such loss, and (ii) consequential damages (as defined in VIII. above).

X. ASSIGNMENT

- A. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- B. Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be

void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

XI. MISCELLANEOUS

A. **Governing Law** - The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State where the resale service is provided.

B. Dispute Resolution -

Other Than Billing

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. This provision shall not preclude the Parties from seeking relief available in any other forum.

Billing

1. If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, 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 (i) all undisputed amounts to the Billing Party and (ii) fifty (50) percent of the Dispute Amount. The remaining balance of the Disputed Amount not paid shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.
2. 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

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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.

3. 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 subsection 2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.
- C. **Compliance With Laws** - Both Parties agree to comply with all applicable federal, state, and local laws, including, but not limited to the Communications Act of 1934 as amended.
- D. **Notices** - All notices required or permitted to be given hereunder shall be in writing and shall be deemed to be effective as follows: (i) by hand on the date delivered; (ii) by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted; (iii) by facsimile transmission, on the date received in legible form (it being agreed that the burden of proof of receipt is on the sender and will not be met by a transmission report generated by the senders facsimile machine), or (iv) if sent by electronic messaging system, on the date that electronic message is received. Notices shall be given as follows:

If to Company:

Sprint-Florida, Incorporated
555 Lake Border Drive
Apopka, Fl. 32703
Attention: Field Service Manager

If to Carrier:

Telephone Company of
Central Florida, Inc.
3575 W. Lake Mary Blvd.
Suite 107
Lake Mary, Fl 32746
Attention: President

Either Party may change its address or the person to receive notices by a notice given to the other Party in the manner set forth above.

- E. **Good Faith** - The Parties agree to use their respective diligent and good faith efforts to fulfill all of their obligations under this agreement. The Parties recognize, however, that to effectuate all the purposes of the Agreement, it may be necessary either to enter into future agreements or to modify the Agreement, or both. In such event, the Parties agree to cooperate with each other in good faith. This Agreement may be modified by a written instrument only, executed by each Party hereto.

- F. **Headings** - The headings in this Agreement are inserted for convenience and identification only and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.
- G. **Execution** - This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.
- H. **Benefit** - The Parties agree that this Agreement is for the sole benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, including any customer of either Party, and there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.
- I. **Survivorship** - Sections VI, VIII, and IX shall survive termination or expiration of this Agreement.
- J. **Entire Agreement** - This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, and proposals with respect to the subject matter hereof.
- K. **Modification** - This Agreement may be modified by a written instrument only, executed by each party hereto. However, adoption by Carrier of prices, terms and conditions under its MFN right requires only written notice by Carrier to Company.

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

ATTEST:

SPRINT-FLORIDA, INCORPORATED

[Signature]
Secretary

By: [Signature]
Vice President

Date: 4-22-97

FORM
LFK
APPROVED

ATTEST:

TELEPHONE COMPANY OF CENTRAL FLORIDA, INC.

By: [Signature]

By: [Signature] AS

Title: Asst. Admin.

Title: PRESIDENT

Date: 4-11-97

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SPRINT FLORIDA - COMBINED RATES AND PRICING
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Sprint Florida - Combined is discounting as follows from the current tariffed rates until such time as appropriate tariffs are filed. These discounts are based upon Sprint Florida - Combined's Avoided Cost Studies.

<u>SERVICES</u>	<u>DISCOUNTS</u>
Residential Local Service	18.95%
Simple Business Local Service	18.95%
Local Measured Service	18.95%
Extended Area Service	18.95%
Centrex Line	18.95%
Key System	18.95%
PBX	18.95%
Custom Calling Features	18.95%
CLASS	18.95%
Centrex Features	18.95%
Directory Assistance	12.06%
Operator Assistance	12.06%
Private Line Assistance	18.95%
Intralata Toll	18.95%

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SPRINT ELECTRONIC INTERFACE PLAN

Sprint consistently has supported the necessity for industry standards for reasons of cost, efficiency, and competitive neutrality in speed to market. Although Sprint is working now on the basis of preliminary outputs from the OBF, significant efforts are required to define the data elements and develop infrastructure to capture those elements in Sprint's disparate legacy systems to enable electronic interfaces.

Pre-Ordering

- Sprint will implement an electronic interface for pre-ordering information within 12 months of industry standards being developed. Absent finalized industry standards by 3/1/97, Sprint will work with CLEC to jointly develop a mutually agreeable electronic interface plan. Sprint will implement the interface no later than 12 months after the companies mutually agree on a development plan, unless any applicable order of the commission requires an earlier implementation. CLEC may also elect to utilize any electronic interface developed for another CLEC on the same terms and conditions as such interface is made available to such CLEC. Any cost associated with CLEC specific requirements included within the interface plan that are above and beyond industry standards will be the responsibility of CLEC. Sprint will provide a cost estimate as part of the plan development.
- Sprint is open to suggestions on interim solutions.
 - ⇒ Sprint will provide telephone number assignment, due date assignment, and features available via a toll free number within 30 days of the effective date.
 - ⇒ Sprint will provide a magnetic tape per industry standards (NENA MSA/G) on a monthly basis within 30 days of the effective date.

Ordering

- Sprint will implement OBF industry standards related to the Local Service Request via EDI. The issues resolved at the October, 1996 OBF will be implemented by 7/1/97. Issues resolved in future OBFs will be implemented as soon as development efforts allow but no later than 12 months from finalization.

Trouble Administration

- Sprint will implement T.227 and T.228 standards for local use by 12/31/97.

Billing

- Sprint will implement industry billing requirements within the OBF implementation window. BOS 28 is anticipated to be implemented on 9/1/97 but no later than 12/1/97. Certain elements may be billed by Sprint's end-user billing system or non-standard CASS billing.

Usage

- Sprint will provide usage data per OBF standards by 7/1/97.

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Provision of Subscriber Usage Data in EMR Format

This Section sets forth the terms and conditions for Sprint's provision of Recorded Usage Data to CLEC.

Provisioned subscriber usage data (messages) will be rated with a Zero (0) rate with the exception of 976/N11 information service calls and alternate billed calls which will be rated at the same rates as would be applicable to Sprint customers making similar calls.

Provision of Subscriber Usage Data involves providing an output file from the Sprint LMP (Local Message Processing) system of EMR formatted message detail for calls made over resold lines or that utilize Sprint LTD switching.

These messages include:

- Sprint Provided Toll and Operator messages billable to a CLEC
- Sprint Provided Directory Assistance
- LMS(Local Measured Service) on the CLEC's resold customers with LMS service.
- CLASS usage (when available): Call return, remote call forwarding, call trace, repeat dial, 3-way calling (Note: these messages are scheduled to be available early 3Q97)
- Sprint Provided Directory Assistance Call Completion records.
- Customer Name and Address look up records (Nevada and Illinois only)

Dropped Records will not be included:

- Busies
- Incomplete calls
- and other free calls such as Intra Municipal calls; police , sheriff ,fire, ambulance, county offices, or calls to telephone company/utility business offices dictated as free calls by the commission.
- Messages on access lines that are subscribed to flat rate alternative toll service such as flat rate extended area calling.

Application of Rate Elements

The following charges are applicable to message detail provisioned to CLEC by Sprint.

- Message Provisioning - This rate element is applicable to all records. This rate element provides for the effort to extract CLEC specific records from all other records and guide them to a data output medium.

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- **Data Transmission** - This rate element is applicable to all records distributed to CLEC via a data transmission medium, usually CONNECT DIRECT NETWORK (CDN). It recovers Sprint's cost of CDN Software, Equipment, and the file monitoring group.
- **Tape Charges** - These are applicable for each physical tape distributed to a CLEC. Sprint may use at its discretion, new or recycled tapes. The rate includes Air Express delivery via Sprint's contracted carrier.

RATES

The following are the rate fees for each rate element described above depending on whether the tape is provided for a Sprint/United or Sprint/Centel company.

	<u>Sprint/United</u>	<u>Sprint/Centel</u>
Message Provisioning	\$.005 per msg	\$.0025 per msg
Data Transmission	\$.002 per msg	\$.004 per msg
Tape Charge	\$50.00 per tape	\$50.00 per tape

Other Terms and Conditions

CLEC shall designate to Sprint, in writing, the location to which Sprint shall provide any requested Recorded Usage Data and a point contact at that location.

Sprint and CLEC shall each establish a Local Carrier Service Center or similar function to serve as the single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.

Sprint may bill charges for provision of Recorded Usage Data on a separate bill to CLEC. CLEC shall pay such bill in accordance with the terms and conditions set forth in section ____ of this agreement.

Lost Data

CLEC Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to CLEC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue with assistance from CLEC based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and CLEC. This estimate shall be used to reduce amounts CLEC owes Sprint for services Sprint provides in conjunctions with the provision of Recorded Usage Data.

Partial Loss - Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs.

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The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

Complete Loss - When Sprint is unable to recover data as discussed above, estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by CLEC and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.

If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss

If the loss occurs on a weekday that is a holiday (except Christmas & Mothers day), Sprint shall use volumes from the two (2) preceding Sundays.

If the loss occurs on Mother's Day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

All settlements shall be paid within 30 days of the establishment of the settlement amount via a separate payment to CLEC.

CLEC may also request data be provided that has previously been successfully provided by Sprint to CLEC. Sprint shall re-provide such data, if available, at CLEC's expense.

Testing, Changes and Controls

The Recorded Usage Data, EMR format, content, and transmission process shall be tested as agreed upon by CLEC and Sprint.

Interface Testing: The purpose of this test is to ensure that the usage records can be sent by Sprint to CLEC and can be accepted and processed by CLEC. Sprint shall provide a test file to CLEC's designated Regional Processing Center (RPC) in the format that shall be used for live day-to-day processing. The file shall contain all potential call types. CLEC shall review the file and verify that it conforms to its data center requirements.

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CLEC shall notify Sprint in writing whether the format is acceptable. CLEC shall also provide Sprint with the agreed-upon control reports as part of this test.

Operational Test: The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by Sprint and CLEC.

For testing purposes Sprint shall provide CLEC with Sprint recorded, unrated usage for a minimum of five (5) consecutive days. CLEC shall provide Sprint with the message validation reports associated with test usage.

Test File: Test data should be transported via CONNECT DIRECT NETWORK (CDN) whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in this Agreement.

Periodic Review: Control procedures for all usage transferred between Sprint and CLEC shall require periodic review. This review may be included as part of an Audit of Sprint by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Sprint.

Sprint Initiated Software Changes

When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated Sprint personnel shall notify CLEC no less than ninety (90) calendar days before such changes are implemented.

Sprint shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.

CLEC personnel shall review the impact of the change on the entire control structure and the Post Conversion Test Plan, herein. CLEC shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software.

If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to CLEC, Sprint shall notify CLEC.

CLEC Requested/Initiated Changes

CLEC may negotiate changes in the schedule, content, format of the usage data transmitted from Sprint.

When the negotiated changes are to be implemented, CLEC and/or Sprint shall arrange for testing of the modified data in a Post Conversion Test Plan designed to encompass all types of changes to the usage data transferred by Sprint to CLEC and the methods of transmission for that data.

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Sprint System Change Description:

For a Sprint system change, Sprint shall provide CLEC with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

During the initial negotiations regarding the change, Sprint shall provide a list of the specific records and/or processes impacted by the change to designated CLEC personnel.

Sprint shall also provide CLEC a detailed description of the changes to be implemented. It shall include sufficient detail for designated CLEC personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

Change Negotiations:

CLEC shall be notified in writing of proposed change negotiations initiated by Sprint. In turn, CLEC shall notify Sprint in writing of proposed change negotiations initiated by CLEC.

After formal notification of planned changes, whether originated by Sprint or CLEC, designated CLEC personnel shall schedule negotiation meetings as required with designated Sprint personnel.

Changes to controls:

CLEC and Sprint may negotiate changes to the control structure. Sprint and CLEC shall comply with the agreed upon changes.

Verification Of Changes

Based on the detailed description of changes furnished by the party initiating the change, the parties shall negotiate:

- The type of change(s) to be implemented.
- Development of a comprehensive test plan.
- Scheduling and transfer of modified data with Sprint
- Testing of modified data with the appropriate CLEC point of contact.
- Processing of verified data through the CLEC billing system with the CLEC point of contact.
- Review and verification of testing with appropriate CLEC groups.
- Review of modified controls, if applicable.

Introduction of Changes:

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When all the testing requirements have been met and the results reviewed and accepted, designated CLEC and Sprint personnel shall mutually agree on an implementation schedule:

Information Exchange and Interfaces

Core Billing Information

Recorded Usage Data all intraLATA toll and local usage. Sprint shall provide CLEC with unrated EMR records associated with all intraLATA toll and local usage which they record on CLEC's behalf, with the exception of 976/N11 information service messages, Alternate Billed Services and any dropped messages. Any Category, Group and/or Record types approved in the future for Sprint shall be included if they fall within the definition of local service resale. CLEC shall normally be given notification at least thirty (30) days prior to implementation of a new type, category and / or record

CLEC and Sprint shall agree upon the types of rated EMR records that Sprint shall send to CLEC.

All messages recorded for CLEC subscribers by Sprint are to be transmitted to CLEC.

Data Delivery Schedules: Data shall be delivered to CLEC by Sprint on a daily schedule (business days) as agreed to by CLEC and Sprint unless otherwise negotiated based on Sprint's operational processes. CLEC and/or Sprint data center holidays are excluded. Sprint and CLEC shall exchange schedules of designated data center holidays.

Product/Service Specific

Sprint shall provide a 42-50-01 Miscellaneous Charge record Specialized Service / Service Provider Charge record to support the Special Features Star Services when these features are part of Sprint's offering and are available in Sprint's systems.

Emergency Information

Sprint shall provide the transport facility for transmitting usage and billing data between the Sprint location and the CLEC location. Sprint shall transmit via CONNECT DIRECT NETWORK (CDN) whenever possible. In the event usage transfer cannot be accommodated by CONNECT DIRECT NETWORK (CDN) because of extended (one (1) business day or longer) facility outages, Sprint shall contract for a courier service to transport the data via tape.

Sprint shall comply with the following standards when data is transported to CLEC on tape or cartridge via a courier. The data shall be in variable block:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)

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Cartridge: 38,000 BPI (Bytes per inch)
LRECL: 2,472 Bytes
Parity: Odd
Character Set: Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels: Exchange Carrier Name, Dataset Name (DSN) and volume serial number
Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

Rejected Recorded Usage Data

Upon agreement between CLEC and Sprint messages that cannot be rated and/or billed by CLEC may be returned to Sprint via CONNECT DIRECT NETWORK (CDN). Returned messages shall be sent directly to Sprint in EMR format. Standard EMR return codes shall be utilized.

Rejected messages or invoices shall be returned to CLEC in accordance with procedures and timeframes already established between Sprint and CLEC.

Sprint can correct and return messages to the CLEC.

CLEC agrees to not return any message after 30 days of receipt.

CLEC will not return a message they have returned once, and Sprint has investigated and deemed billable by the CLEC and re-sent to CLEC.

Sprint assumes liability only for the errors and unguidables it causes.

Interfaces

Upon establishment of CONNECT DIRECT NETWORK (CDN) connections and suitable testing, Sprint shall transmit formatted Recorded Usage Data to CLEC via CONNECT DIRECT NETWORK (CDN) as designated by CLEC.

CLEC shall notify Sprint of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

Critical edit failure on the Pack Header or Pack Trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by CLEC within one (1) business day of processing. CLEC shall provide to Sprint its list of critical edits, and once the edits have been agreed to in writing by Sprint, rejected packs will be corrected by Sprint and retransmitted to CLEC within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.

A pack shall contain a minimum of one message record or a maximum of 9,999 message records (or the approved OBF standard) plus a pack header record and a pack trailer

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record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. Sprint shall provide CLEC one dataset per sending location, with the agreed upon RAO/OCN populated in the Header and Trailer records.

Formats & Characteristics

Rated in collect messages can be intermingled with the unrated messages. No special packing is needed.

EMR: Sprint shall provide Recorded Usage Data in the EMR format and by category, group and record type, and shall be transmitted, via a direct feed, to CLEC. The following is a list of EMR records that CLEC can expect to receive from Sprint:

Detail Records *

01-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82

10-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82

Credit Records

03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

Rated Credits

41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

Cancel Records

51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

Correction Records

71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

* Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5.

Upon modification of Sprint's process to allow for providing the newly defined industry standard Header Record 20-24-01 and Trailer Record 20-24-02, Sprint shall use its interim Header and Trailer records as defined to CLEC which are derivative of the 20-20-01 Header Record and the 20-20-02 Trailer Record. Sprint shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records with the exception noted above.

The file's Record Format (RECFM) shall be Variable Block or fixed as negotiated, Size and the Logical Record Length (LRECL) shall be as specified by CLEC.

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Sprint may elect not to comply with specific sorting requirements. However, CLEC may elect to negotiate with Sprint to sort PACKS in accordance with CLEC specifications at a later date.

Sprint shall transmit the usage to CLEC using dataset naming conventions prescribed by CLEC.

Controls

Sprint proposes the paragraph read:

CLEC and Sprint shall jointly test and certify the CONNECT DIRECT NETWORK (CDN) interface to ensure the accurate transmission and receipt of Recorded Usage Data.

Until Sprint implements the newly defined industry standard Header and Trailer records, Header and Trailer records shall be populated as follows:

Position

CLEC OCN - value 7229

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer).

Control Reports: CLEC accepts input data provided by Sprint in EMR format in accordance with the requirements and specifications detailed in this Section 8 of the Attachment III. In order to ensure the overall integrity of the usage being transmitted from Sprint to CLEC, data transfer control reports shall be required. These reports shall be provided by CLEC on an electronic basis, unless negotiated otherwise, to Sprint on a daily or otherwise negotiated basis and will reflect the results of the processing for each pack transmitted by Sprint.

Control Reports - Distribution: Since Sprint is not receiving control reports, dataset names shall be established during detailed negotiations.

Message Validation Reports: CLEC shall provide the following once(1) per day (or as otherwise negotiated) Message Validation reports to the designated Sprint System Control Coordinator. These reports shall be provided for all data received within Sprint Local Resale Feed and shall be transmitted Monday through Friday.

Incollect Pack Processing: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

Sprint Name

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Reseller Total Messages processed in a pack
Packs processed shall reflect the number of messages initially erred and accepted
within a pack
Reseller Total Packs processed

Sprint agrees to provide CLEC information on a subscriber's selection of billing
method, special language billing, and other billing options at parity with
information maintained for Sprint subscribers.

Interim Number Portability - Recording and Billing

Sprint shall provide CLEC with accurate billing and Customer Subscriber Account Record
Exchange data for CLEC subscribers whose numbers have been ported.

Sprint shall provide CLEC call detail records identified for IXC which are sufficient to allow
CLEC to render bills to IXCs for calls IXCs place to ported numbers in the Sprint network which
the Sprint forwards to CLEC for termination.

Standards

When requested by CLEC for security purposes, Sprint will use its best efforts to expeditiously
provide CLEC with Recorded Usage Data. If not available in EMR format, the Recorded Usage
Data may be provided in AMA format.

Sprint shall include the Working Telephone Number (WTN) of the call originator on each EMR
call record.

End user subscriber usage records and station level detail records shall be in packs in accordance
with EMR standards.

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