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July 18, 1997

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

Re: Petition of Sprint-Florida, Incorporated
for Approval of Resale Agreement with
GTE Card Services d/b/a GTE Long Distance

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 GTE Card Services d/b/a GTE Long Distance.

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

DOCUMENT CONTROL
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FPSC RECORDS REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Resale Agreement)
Between Sprint-Florida, Inc. and)
GTE Card Services Incorporated)
d/b/a GTE Long Distance)
_____)

Filed: July 18, 1997

Docket No.

**PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF RESALE AGREEMENT
WITH GTE CARD SERVICES d/b/a GTE LONG DISTANCE**

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 GTE Card Services Incorporated d/b/a GTE Long Distance (GTE").

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

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 GTE, 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 28, 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 GTE 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 GTE Card Services Incorporated d/b/a GTE Long Distance.

Respectfully submitted this 18th day of July, 1997.

Sprint-Florida, Incorporated



**Charles J. Rehwinkel
General Attorney
Sprint-Florida, Incorporated
Post Office Box 2214
Tallahassee, Florida 32301
(904) 847-0244**



MASTER RESALE AGREEMENT

JUNE 9, 1997

MASTER RESALE AGREEMENT

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MASTER RESALE AGREEMENT

This Agreement is between GTE Card Services Incorporated d/b/a GTE Long Distance ("Carrier") and Sprint - Florida, Incorporated ("Company") hereinafter collectively, "the Parties", entered into this 9th day of June, 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 ("CMDMS")** - 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. **Control Office** - is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.
11. **Customer Proprietary Network Information ("CPNI")** - shall have the meaning set forth in 47 USC §222 (f)(1) and FCC regulations issued pursuant thereto.
12. **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.
13. **FCC** - means Federal Communications Commission.
14. **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.

15. **Integrated Services Digital Network ("ISDN")** - means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
16. **Interconnection** - means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
17. **Interexchange Carrier ("IXC")** - means a telecommunications service provider offering interexchange telecommunications services (e.g., inter- and/or intra-LATA toll).
18. **Local Traffic** - means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the service territory of the Company as defined in its then current Local Exchange Tariff. Local Traffic shall also include mandatory Extended Area Calling, as that term is commonly used in the telecommunications industry, and any other traffic for which there is no additional charge for termination.
19. **Meet Point Billing** - means an arrangement whereby two local service providers (including an ILEC and a CLEC) jointly provide exchange access to an IXC for purposes of originating or terminating toll services and each such provider receives its share of the tariffed charges associated with its proportionate share of such service. A "meet point" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends. A "meet point interconnection arrangement" is an arrangement by which each telecommunications carrier builds and maintains its network to a meet point.
20. **Most Favored Nations ("MFN")** - shall have the meaning set forth in Section II, A, 2.
21. **Multiple Exchange Carrier Access Billing ("MECAB")** - means the document prepared by the Billing Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and is published by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of exchange service access provided by two or more LECs and/or CLECs, or by one ILEC in two or more states within a single LATA.
22. **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface ("MECOD")** - means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for

processing orders for exchange service access which is to be provided by two or more ILECs and/or CLECs.

23. **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.
24. **Parity:** The definition of Parity is the provision of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier on terms and conditions, including provisioning and repair intervals, no less favorable than those Company provides to itself. As Parity relates to Company's operational support systems, the Parties acknowledge that complete Parity will be subject to the availability, development and implementation of industry standard Electronic Interfaces. Until the implementation of such Electronic Interfaces, Sprint will provide its operational support systems functionality on nondiscriminatory terms and conditions, including provisioning and repair intervals, as it provides to its Affiliates, end users or any other entity that seeks such operational support systems for the provisioning of services, Network Elements, functionality or telephone numbering resources.
25. **Rebranding** - occurs when Carrier purchases a wholesale service from Company when the Carrier brand is substituted for the Company brand.
26. **Telecommunications Services** - shall have the meaning set forth in 47 USC §153(6). Said services do not include Inside Wire Maintenance, CMRS, Lifeline (and similar government programs), COCOT lines and Employee Concessions.
27. **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.
28. **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 then current Wholesale tariffs and then current practices. Should there be a conflict between the terms of this Agreement and any such tariffs or practices, the terms of the then current Wholesale 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 resale of Telecommunications Services to a Telecommunications carrier, as defined in 47 Code of Federal Regulations Part 51.5, upon rates, terms and conditions different from those available under this Agreement, then Carrier may opt to adopt such resale of Telecommunications Services upon the same rates, terms, and conditions as those provided to said Telecommunications Carrier in lieu of the corresponding rates, terms and conditions under this Agreement. Upon expiration or termination of the term of such adopted rates, terms, and conditions for resale of Telecommunications Services, the provision(s) shall cease to apply and the Parties shall revert to the original, corresponding provision of this Agreement.
 - 2.1 Notwithstanding the above, the following limitations to Carrier's election to adopt other rates, terms and conditions for the resale of Telecommunications Services shall apply:
 - (i) where Company proves to the Commission that the costs of providing resale of Telecommunications Services to Carrier are greater than the costs of providing same to the Telecommunications Carrier that originally negotiated such agreement, said Telecommunications Service will be made available to Carrier, but at a price increased only by the amount of those additional costs of providing such Telecommunications Service to Carrier;
 - (ii) where the provision of resale of Telecommunications Services to Carrier is not technically feasible, Company is not required to provide such Telecommunications Service;
 - (iii) where pricing is provided to a third party for a cost based term or cost based volume discount price, the Carrier must agree to all or substantially all of the terms and conditions of the cost based term or cost based volume discount price of the offering;
 - (iv) where pricing is provided to a Telecommunications Carrier on a dissimilar basis(e.g., deaveraged vs. averaged price), Carrier may only elect to amend this Agreement to reflect all such different prices (but not less than all) for resale of Telecommunications Services as contained in such agreement; or
 - (v) where resale of Telecommunications Services is provided to another Telecommunications Carrier in conjunction with material terms or conditions that directly impact the provisioning of said service. Carrier must adopt all or substantially all said material terms or conditions.

- 2.2 No limitations other than those set forth in Paragraph 2.1 of this Article shall restrict or prohibit Carrier's full exercise of its statutory rights, as provided under section 252(i) of the Act.
3. Notwithstanding any other provision in this Agreement, the rates, terms and conditions in this Agreement are subject to change or modification as may be ordered by the Commission, the FCC, or a court of competent jurisdiction with respect to its review of an order of the Commission or FCC so long as said order is directed specifically to apply to this Agreement or is made generally applicable to the resale of telecommunications services. Any rates, terms and conditions thus changed 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 of the court, Commission or the FCC, regardless of whether the action was commenced before or after the effective date of this Agreement. In the event that such change or modification renders the Agreement inoperable or creates an ambiguity requiring further amendment to the Agreement, or if the Parties are in dispute about the applicability of the order as it relates to certain provisions of this 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 an order or the appropriate changes or modification required therefrom, either Party may, after 30 days from the start of negotiations, invoke the Dispute Resolution Procedure at Attachment 2 herein. While negotiations, mediations or arbitrations resulting from the Parties efforts to change or modify this Agreement are being conducted, there shall be no interruption or termination of any service or network operation or interface that might be affected by a subsequent change or modification, and the Parties agree to abide by the existing rates, terms and conditions of this agreement until such change or modification is either mutually agreed upon or finally resolved by action of an arbitrator, the Commission, FCC, or a court of competent jurisdiction.
4. The Parties acknowledge that Sprint does not agree that voice mail is a Wholesale Service. The rates, terms, and conditions contained in this Agreement that directly relate to the availability of voice mail for resale under the Act are from the Sprint/MCI metro interconnection agreement arbitrated in PUC Docket No. 961230-TP. Sprint LTD has already, or may in the future, seek reconsideration before the Commission or an appeal in federal district court of some or all of these rates, terms and conditions. If such a request for reconsideration or such an appeal results in a stay, vacation, modification or remand of a rate, term or condition from the Sprint LTD-MCI metro agreement that has been incorporated into this Agreement, the Parties agree to bring this Agreement into compliance with such reconsideration or appeal, pursuant to Section 3 above. The Parties do not waive and expressly reserve all their legal rights and arguments in any proceeding by entering this Agreement.
5. In the event Sprint is required by any governmental authority or agency to file a tariff or make another similar filing in connection with the performance of any action that would otherwise be governed by this Agreement, Sprint shall: (i) use best efforts to consult with

GTE reasonably in advance of such filing about the form and substance of such filing, (ii) provide to GTE its proposed tariff prior to such filing; and (iii) take all steps reasonably necessary that do not conflict with such governmental authority or agency requirement to ensure that such tariff or other filing imposes obligations upon Sprint that are as close as possible to those provided in this Agreement and preserve for GTE the full benefit of the rights otherwise provided in this Agreement. Except as otherwise permitted under this Section II.A.5, in no event shall Sprint file any tariff that purports to govern the services provided thereunder that is inconsistent with the rates and other terms and conditions set forth in this Agreement. The other services covered by this Agreement and not covered by such decision or order shall remain unaffected and shall remain in full force and effect. Notwithstanding the foregoing, nothing in this Agreement shall be deemed or construed to prohibit Sprint from charging rates to GTE under this Agreement if such rates are cost-based rates adopted by Sprint following approval of such rates by the Commission in a generic cost proceeding in which GTE has or had the opportunity to participate, which generic cost proceeding may have been initiated by Sprint by a tariff or otherwise.

B. Term

1. This Agreement shall be deemed effective upon approval by a Commission of appropriate jurisdiction or 30 days after execution whichever shall first occur, provided Carrier has been certified by the Commission. No order or request for services under this Agreement shall be processed until this Agreement is so 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 one year 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 90 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 under 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 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, Inside Wire Maintenance, 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 (90) days or less and Employee Concessions.
2. Until such time as additional clarification of Sprint's obligations with respect to the resale of COCOT lines has been provided by the FCC or Commission, COCOT lines will not be resold at wholesale prices under this Agreement.
3. 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.
4. Company will continue to provide existing databases and signaling support for wholesale services at no additional cost.
5. 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.

6. Company will continue to provide Primary Interexchange Carrier ("PIC") processing for those end-users obtaining resold service from Carrier. Company will bill and Carrier will pay any PIC change charges. Company will only accept said requests for PIC changes from Carrier and not from Carrier's end users.
7. 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. Company will deliver a monthly statement for wholesale services as follows:

- a. Invoices will be provided in a standard Carrier access billing format or other such format as Company may determine;

- b. Company shall bill for each individual account not more than once per month. The bill date (defined as the date the bill was prepared) shall be the same day, month-to-month. The bill date must be a valid calendar date, and not more than ninety (90) days old. Bills shall not be rendered for any charges which are incurred under this Agreement on or before ninety (90) days preceding the bill date, except as otherwise permitted by law.

- c. All bills must be received by Carrier no later than ten (10) calendar days from bill date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, a Sunday or a day designated as a bank holiday will be deemed received the next business day. If Carrier fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days that such receipt has been delayed.

- d. Where local usage charges apply and message detail is recorded and created to support available services, the originating local usage at the call detail level in standard EMR industry format will be exchanged daily or at other mutually agreed upon intervals;

- e. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;

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

- g. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance;

h. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

2. The monthly invoice shall be due and payable in full by Carrier within thirty days of the date of the Bill Date. If undisputed charges are not paid on the due date, Carrier shall be liable for and shall pay late payment charges equal to the lesser of one and one-half percent (1-1/2%) per month of the balance due or the maximum amount allowed by law, until the amount due including late payment charges is paid in full.
3. Company shall not accept orders for Primary Local Carrier ("PLC") record changes or other orders for Telecommunications Services or Additional Services under this Agreement from Carrier while any past due, undisputed charges remain unpaid.
4. Company shall bill for message provisions, data transmission and data tape charges
5. The monthly invoice, supported by the daily call records outlined in III.B.1.c above providing the necessary detail, shall constitute the official source for billing and payment.
6. Company shall notify Carrier forty-five (45) days in advance of any change of payment address.
9. 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.
10. Company shall be responsible for returning EMI/EMR records to IXCs with Carrier disconnect rejection code along with the Operating Company Number ("OCN") of the associated Automatic Number Identification ("ANI").

C. Pricing

Pricing shall be developed based on 47 USC §252(d)(3), as now enacted or as hereafter amended, 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 or ordered as referenced in Section II.A.3 above, as set forth on Exhibit 1. Additional rates for new or additional services shall be added at the time said new or additional services are offered.

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. In the event of a subscriber complaint of an authorized PLC record change where the Party that ordered such change is unable to produce the appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring charges associated with reestablishing the subscriber's local service with the original local carrier.
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. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the Company. Carrier shall pay Company the reasonable administrative costs of this function.
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 customer to Carrier for requests changing their Carrier service. The Company shall process all PIC changes provided by Carrier on behalf of IXCs. If PIC changes are received by Company directly from IXCs, Company shall reject the PIC change back to the IXC with the OCN of Carrier in the appropriate field of the industry standard CARE record.
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 this function.

IV. NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
3. 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.
4. Voice response units, similar technologies, intercept solutions or live referrals should be used to refer/transfer calls from customers to the proper carrier for action. Neither Party shall market to end-users during a call when that customer contacts the Party solely as a result of a misdirected call.
5. 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.
6. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. Correct LERG data is considered part of this requirement.
7. 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.
8. 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.
9. 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.

10. 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.).
 11. Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.
- B. Transfer of Service Announcements** - When an end-user who continues to be located within the local calling area changes from Company to Carrier, and does not retain its original telephone number, the Party formerly providing service to the end-user will provide a new number announcement on the inactive telephone number upon request, for a minimum period of 90 days (or some shorter reasonable period when numbers are in short supply), 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.
- 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. Third, should Company be providing or performing tandem switching functionality for Carrier, third

level priority restoration should be afforded to any trunk. 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

F. Information

1. Order confirmation must be provided within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.

V. ADDITIONAL SERVICES

A. 911/E911

1. Description

- a. Where Company is the owner or operator of the 911/E911 database, Company will maintain daily updating of 911/E911 database information related to Carrier end-users.
- b. Company will provide Carrier a default arrangement/disaster recovery plan including an emergency back-up number in case of massive trunk failures.

B. Directory Listings and Distribution

1. White Page 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 listing of Carrier customers will be interfiled with listings of Sprint and other CLEC's customers.
- 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 and service order updates 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 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 in 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 customers.
- e. In addition to a basic White Pages listing, Sprint will provide, at the rates set forth in the appropriate Sprint tariff, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Carrier to offer for resale to Carrier's 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 to other CLEC 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 applicable regulations, but not advertising or purely promotional material. Carrier 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 CLECs 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 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 CLEC that contains customer listings of both Sprint 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 listing 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. The parties acknowledge that the release of Carrier's customer listing information to Sprint's directory publisher will not constitute the sale or license of Carrier's customer listing information causing any payment obligation to arise pursuant to this Subsection i.
2. Other Directory Services. Sprint will exercise reasonable 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 2. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this Section 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 CLEC customers. Directory advertising will be billed to Carrier customers by directory publisher.
 - c. Directory publisher will use commercially reasonable 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 above in Section V.B.1(g) 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 directory assistance service which is comparable in every other way 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. To the extent Company provides directory assistance service, Carrier will provide its listings to Company via data and processed directory assistance feeds in accordance with an agreed upon industry format. 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:

Disconnect	Change Carrier
Install	"Change" orders
Are Non-Published	Are Non-Listed
Are Non-Published/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, as enacted or hereafter amended, 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, Company will provide to Carrier, at Carrier's request (subject to any existing system capacity restraints which Company shall work to overcome)

Carrier-branded operator service which is comparable in every other way to operator services Company makes available to its own end-users.

- 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.
- c. The Parties shall jointly establish a procedure whereby they will coordinate Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end-users. BLV and BLVI inquiries between operator bureaus shall be routed over the appropriate trunk groups. Carrier and Company will reciprocally provide adequate connectivity to facilitate this capability. In addition, upon request of Carrier, Company will make available to Carrier for purchase under contract BLV and BLVI services at wholesale rates.

VI. QUALITY OF SERVICE

In providing services, Company will provide Carrier with Parity in the quality of service Company provides itself, a subsidiary, an Affiliate or any other party. Company's performance under this Agreement shall provide Carrier with the capability to meet standards or other measurements that are at Parity to the level that Company provides or is required to provide by law and its own internal procedures. Company shall comply with the service standards outlined below, and with all measurements and reporting requirements set forth in Attachment 1 of this Agreement.

1. Company shall provide Carrier with Parity for intervals and level of service provided by Company to its end-users or other carriers at any given time.
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.

VII. 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, or (e) is required to be disclosed pursuant to a subpoena or other process or order issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the providing Party and shall reasonably cooperate if the providing Party deems it necessary to seek protective arrangements.
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 records and data received from Carrier or generated by Company as part of its requirements hereunder, including but not limited to data or records which are received or generated and stored by Company pursuant to this Agreement, shall be proprietary to Carrier and subject to the obligations specified in this Section.

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 and shall make best efforts to notify the other party. 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. Law Enforcement Agency Requests

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 other Party by the receiving Party's switch, that Party will comply with any valid emergency request and shall make best efforts to notify the other Party. 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, provided that the receiving Party complies with any established policies or operating procedures pertaining to such temporary number change, temporary disconnect, or one-way denial of outbound calls.

VIII. 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.

IX. 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, loss of good will, loss of customers, 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 X to indemnify, defend, and hold the other party harmless against amounts payable to third parties.

X. 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 addition, each Party shall defend, indemnify and hold the other Party harmless from all claims, suits, actions, demands, liabilities, expenses and penalties of any kind to the extent the same result from or arise out of any actual or alleged infringement or misappropriation of any U.S. patent, copyright, trademark, trade secret or other intellectual property right arising from or in connection with the services performed 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 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 IX. above).

XI. **Alternative Resolution of Disputes**

All disputes, claims, or disagreements (collectively "Disputes") arising under or related to this agreement or the breach hereof shall be resolved in accordance with the procedures set forth in Attachment 2. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any GTE Long Distance Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section nor Attachment 2 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 2.

XII. **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. Notwithstanding the foregoing, Carrier may, with advance written notice to Company, assign this Agreement to an affiliate of Carrier that is the successor of the long distance resale business of Carrier without Company's prior written consent.
- C. Notwithstanding the provisions of Paragraphs A and B above, should Company sell or trade substantially all the assets in an exchange or group of exchanges that Company uses to provide Telecommunications Services this Agreement shall terminate as of the closing date of such sale or trade.

XIII. 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. **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.
- C. **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:

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

and

Director, Carrier Markets

If to Carrier:

GTE Long Distance
5221 N. O'Connor, East Tower
14th Floor
Irving, TX 75039
Attn.: Director - Contract Management
Facsimile: (972) 717- 8515

Sprint
P. O. Box 165000
Altamont Springs, FL 32716-5000

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.

- D. **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.
- E. **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.
- F. **Execution** - This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument.
- G. **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.
- H. **Survivorship** - Sections VII, IX, and X shall survive termination or expiration of this Agreement.
- I. **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.

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

SPRINT-FLORIDA, INCORPORATED
("COMPANY")

Date: 7/15/97

By: [Signature]

Name: Jerry Johns

Title: VP - Law & External Rels.

June 3, 1997

GTE CARD SERVICES INCORPORATED
d/b/a GTE LONG DISTANCE
("CARRIER")

Date: 6/27/97

By: [Signature]

Name: DEBRA R. COVEY

Title: Vice President OPERATIONS SUPPORT

FORM APPROVED
[Signature]
Attorney
Date 6/26/97

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EXHIBIT 1 - Wholesale Discounts

Florida

DA/Operator Services	12.10%
All Other	19.40%

EXHIBIT 2

Ordering

Company will follow the industry standards defined by the Ordering and Billing Forum (OBF) for the ordering of Local Service using an Electronic Data Interchange (EDI) electronic interface for the Local Service Request Form (LSR). The Company will use its best efforts to implement the components of the LSR that went to final closure in the October 1996 OBF session by July 1, 1997. Any issues that go to initial or final closure in the February 1997 session will be reviewed to determine which, if any, can be included in the July 1, 1997 deliverable. Any open issues after the February 1997 OBF session will be reviewed on a case-by-case basis to develop interim solutions until system changes can be made.

Pre-Ordering

Company will follow industry standards defined by the OBF. Company is actively working towards implementing changes to the operational support systems that will facilitate the implementation of electronic interfaces once standards are defined. These changes include the following infrastructure projects:

- Consolidation and standardization of telephone number assignment systems
- Consolidation and standardization of addresses
- Mechanization of services and features availability

Company will share the projected implementation dates of these infrastructure projects as they become available and is willing to provide monthly status reports and project reviews as necessary. Company will commit to a project completion date and a specific technology for implementation of electronic interfaces for pre-ordering validation at the time industry standards go to final closure. The electronic interface will be implemented within twelve months of the industry standards being defined.

Company currently does not provide exact appointment times to our end users and is not in a position to offer it to Carrier. System and process modifications are being reviewed to determine the scope of implementing this functionality. A timeline, including the electronic interface, will be provided when the system analysis is complete.

Company will work with Carrier in the interim to develop work arounds so that Carrier can get the pre-ordering validation information as quickly as possible.

Usage Exchange

Company currently exchanges usage records with CLECs in Exchange Message Record (EMR) format using mag tapes. Beginning 7/1/97, we will be able to forward that usage via CDN or Network Data Mover (NDM) technology. The OBF is currently looking at new requirements which will be implemented once the issues go to Initial Closure. Company will work with Carrier to develop other options if necessary.

Billing Information

Company, in the interim, will bill local resale services in the Customer Record and Billing (CRB) system with a transition into the Customer Access Support System (CASS), which is a CABS like system, in 1997 as system modifications are made. Unbundled Network Elements and Interconnection services are planned to be billed in CASS in 1997, however, some interim solution may be required until functional and contractual requirements are fully defined and billing system and network software modifications are implemented. These interim solutions may include using CRB or a personal computer based software solution. The CRB system is capable of providing the end user bill in industry standard EDI format. The CASS bill is in industry standard OBF Billing Output Specifications (BOS) format and can be transmitted via Connect:Direct based on customer specifications. Company also provides an on-line bill viewer option with the CASS bills. Company will work with the CLEC to develop other options if necessary.

Fault Management

Company will follow industry standards defined by the Electronic Communication Implementation Committee (ECIC), a committee of the Telecommunication Industry Forum (TCIF), for the exchange of fault management information requested by Carrier when they are defined. Company is actively working on replacing the Automated Repair Bureau system (ARBS) with a more sophisticated "object-oriented" system called Receive Repair System (RRS) that will facilitate the implementation of electronic communications once standards are defined.

Company will commit to a project completion date for implementation of electronic communications for the exchange of fault management information at the time industry standards go to initial closure. The electronic interface will be implemented within twelve months of the industry standards being defined. Currently, the ECIC standards call for the use of an electronic bonding gateway using T1.227 and T1.228 standards.

Company will work with Carrier in the interim to develop work arounds so that Carrier can get the fault management information as quickly as possible.

PARITY / QUALITY MEASURES

Attachment 1

1. INITIAL PARITY MEASURES

Sprint LTD will develop self-reporting capabilities comparing actual Sprint results with actual CLEC results for the following measures of service parity within 6 months, but no later than July 1, 1998, of the effective date of a commission approved interconnection and resale agreement between CLEC and Sprint:

- Percentage of Commitment Dates Met - Service Order
- Percentage of Commitment Dates Met - Trouble Report
- Trouble Reports per 100 Access Lines (Total Service Resale (TSR) only)
- Percent Repeated Trouble Reports

In the event CLEC chooses to utilize the Sprint LTD operator service platform the following measures will also be implemented within 6 months of the date of first use by CLEC:

- Average Toll Answer Time
- Average Directory Assistance Answer Time

All above measures will be implemented in a manner that is consistent with the current measures Sprint makes of its own performance.

Parity will be measured at a state level. When more than one state is measured, reports will be provided for both state and national results.

2. SUBSEQUENT PARITY MEASURES

Sprint LTD will develop and implement the following measures no later than July 1, 1998:

Pre-Ordering / Ordering / Provisioning

- Prompt Transmission of Customer Service Record (CSR) Information
- Prompt transmission of Firm Order Conformation (FOC)
- PIC Changes Completed Within 24 Hours

Interconnection

- Trunk Orders on or Before the Committed Due Date
- Firm Order Confirmation (FOC) time delivery
- Rights of Way (ROW) Conduit and Pole Attachment Availability
- Trouble Reports per 100 Access Lines (Loops)

PARITY / QUALITY MEASURES

Maintenance and Repair

- Average Clearing Time - Out of Service
- Average Call Answer Time - Repair Center

Parity will be measured at a state level. When more than one state is measured, reports will be provided for both state and national results.

3. SERVICE QUALITY MEASURES

Sprint LTD will develop and implement the following measures within 1 year, but no later than January 1, 1999, of the effective date of a commission approved interconnection and resale agreement between CLEC and Sprint:

Pre-Ordering / Ordering / Provisioning

- Disconnect Order Completion Interval

Billing

- Advance Notice of Late Billing Associated with the Wholesale Bill
- Delivery of Mechanized Customer Service Record (CSR) for Wholesale Bill Verification
- Charges Billed in Current Wholesale Bill Period for Flat Rated Services
- Charges Billed Within 90 days for Usage Charges
- Financial Accuracy of local OCC Bills
- Customer Usage Data - File Transfer
- Customer Usage Data - Timelines
- Customer Usage Data - Accuracy

Maintenance and Repair

- Percent Reporting Trouble Within 5 Days of the Date Installed

Service Quality will be measured at a state level. When more than one state is measured, reports will be provided for both state and national results.

4. CREDITS / FINANCIAL REMEDIES

Sprint does not believe that credits / financial remedies other than those currently offered to end-user and access customers are appropriate at this time. Sprint will make available to CLEC all financial remedies available to end-user and access customers for same or like services. At such time that state or federal commission-approved credits / financial remedies are put in place between Sprint and any of its affiliates or CLEC customers or, between CLEC and a RBCC and GTE, Sprint would re-negotiate this arrangement for the state or states where such arrangements exist.

PARITY / QUALITY MEASURES

Sprint agrees that CLEC may re-open this issue for negotiation two years from the effective date of a commission approved interconnection and resale agreement between CLEC and Sprint.

5. REVIEW PROCESS

Sprint supports and encourages the use of review processes to identify areas where both supplier and customer can benefit from process improvements.

6. GAP CLOSURE PLANS

If state-level parity measures indicate a gap of 5.0% or greater between service Sprint provides to CLEC compared to service provided to itself for three (3) contract months in a six (6) month period, Sprint will develop a draft Gap Closure Plan for review with CLEC within thirty (30) days notice that the parity measure was not met. The initial six (6) month period will begin 1 year from the effective date of a commission approved interconnection and resale agreement between CLEC and Sprint but not later than July 1, 1998.

This process will apply to all Parity Measures identified in the following sections of this document:

1. INITIAL PARITY MEASURES
2. SUBSEQUENT PARITY MEASURES

7. OTHER MEASURES

Other measures of parity or service quality may be appropriate. Sprint and CLEC will work cooperatively to develop additional measures as appropriate or as ordered by a state commission or the FCC.

ATTACHMENT 2

ALTERNATIVE DISPUTE RESOLUTION PROVISION

1. Alternative to Litigation. The Parties' preferred remedy to resolve most disputes that arise under this Agreement is through private negotiations and private arbitration, not litigation. Except for actions seeking a temporary restraining order or an injunction related to the purposes of this agreement, or a suit to compel compliance with the dispute resolution process, the Parties agree to employ the alternative dispute resolution provisions, set forth in subsections 1.1 - 1.5 herein, as their remedy to resolve most disputes that may arise under the general terms and conditions of this Agreement. For example, such disputes would include, but are not limited to, disagreements over amounts owed, billing customs and practices, scope of indemnification or liability, timeliness and adequacy of notices, propriety of assignments, and any claimed breach of the Agreement that is based on contract or tort law. Nothing in this section is intended to bar a Party from seeking Commission review of a dispute that is materially and directly related to the rights and obligations conferred or imposed on either Party by operation of the Act, or by Commission or FCC rule or order.
 - 1.1 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve a dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information, developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
 - 1.2 Arbitration. If the negotiations do not resolve the dispute within thirty (30) Business Days of the initial written request, either Party, in its sole discretion, may submit the dispute to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator(s) outside American Arbitration Association upon mutual agreement. A Party may demand

such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 1.3 Costs. Each Party shall bear its own costs of these procedures. The Parties shall equally split fees of the arbitration and the arbitrator(s).

- 1.4 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement.