



CONFIDENTIAL

January 13, 1998

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0601

18-0072-76

Re: Petition of Sprint-Florida, Incorporated for Approval  
of Interconnection Agreement with BellSouth Cellular  
Corp.

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies  
of Sprint-Florida, Incorporated Petition for Approval of  
Interconnection Agreement with BellSouth Cellular Corp.

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

00685 JAN 13 1998

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**In re: Petition for Approval )  
of Interconnection Agreement )  
Between Sprint-Florida, Inc. and )  
BellSouth Cellular corp. )**  

---

Filed January 13, 1998

Docket No

**PETITION OF SPRINT-FLORIDA, INCORPORATED  
FOR APPROVAL OF INTERCONNECTION AGREEMENT  
WITH BELLSOUTH CELLULAR CORP.**

**Sprint-Florida, Incorporated (Sprint Florida) files this Petition with the Florida Public Service Commission seeking approval of an Interconnection Agreement which Sprint Florida has entered with BellSouth Cellular Corp. ("BellSouth").**

**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**

JAN 13 1998

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 BellSouth, which is a CMRS carrier as that term is defined in 47 C.F.R. 20.3 This Agreement was executed on December 19, 1997 and is attached hereto as Attachment A.

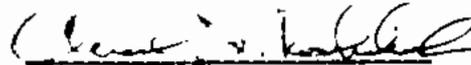
4. Under the Federal Act, an agreement can be rejected by the State commission only if the commission finds that the agreement or any portion thereof discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public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

5. The Agreement with BellSouth 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 Interconnection Agreement  
between Sprint-Florida and BellSouth Cellular Corp.**

**Respectfully submitted this 13<sup>th</sup> day of January, 1998.**

**Sprint Florida, Incorporated**



**Charles J. Rehwinkel  
General Attorney  
Sprint Florida, Incorporated  
Post Office Box 2214  
Tallahassee, Florida 32301  
(850)847 0244**

11/14/97

Attachment A



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

**BETWEEN**

**BELLSOUTH CELLULAR CORP. AND SPRINT-FLORIDA, INCORPORATED**

**NOVEMBER 7, 1997**

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

## Table of Contents

	<u>Page No</u>
<b>PART A -- GENERAL TERMS AND CONDITIONS</b>	<b>1</b>
<b>Section 1. Scope of this Agreement</b>	<b>1</b>
<b>Section 2. Regulatory Approvals</b>	<b>2</b>
<b>Section 3. Term and Termination</b>	<b>4</b>
<b>Section 4. Charges and Payment</b>	<b>5</b>
<b>Section 5. Audits and Examinations</b>	<b>5</b>
<b>Section 6. Intellectual Property Rights</b>	<b>7</b>
<b>Section 7. Limitation of Liability</b>	<b>7</b>
<b>Section 8. Indemnification</b>	<b>7</b>
<b>Section 9. Remedies</b>	<b>9</b>
<b>Section 10. Confidentiality and Publicity</b>	<b>9</b>
<b>Section 11. Warranties</b>	<b>11</b>
<b>Section 12. Assignment and Subcontract</b>	<b>11</b>
<b>Section 13. Governing Law</b>	<b>11</b>
<b>Section 14. Relationship of Parties</b>	<b>12</b>
<b>Section 15. No Third Party Beneficiaries</b>	<b>12</b>
<b>Section 16. Notices</b>	<b>12</b>
<b>Section 17. Waivers</b>	<b>13</b>
<b>Section 18. Survival</b>	<b>13</b>
<b>Section 19. Force Majeure</b>	<b>13</b>
<b>Section 20. Dispute Resolution Procedures</b>	<b>14</b>
<b>Section 21. Cooperation on Fraud</b>	<b>15</b>
<b>Section 22. Taxes</b>	<b>15</b>
<b>Section 23. Amendments and Modifications</b>	<b>15</b>
<b>Section 24. Severability</b>	<b>15</b>
<b>Section 25. Headings Not Controlling</b>	<b>16</b>
<b>Section 26. Entire Agreement</b>	<b>16</b>
<b>Section 27. Counterparts</b>	<b>16</b>
<b>Section 28. Successors and Assigns</b>	<b>16</b>
<b>Section 29. Implementation Team</b>	<b>16</b>
<b>PART B -- DEFINITIONS</b>	<b>18</b>
<b>ATTACHMENT I - PRICE SCHEDULE</b>	<b>23</b>
<b>1. General Principles</b>	<b>23</b>
<b>2. Interconnection and Reciprocal Compensation</b>	<b>23</b>
<b>Table 1: Statewide Composite Rates</b>	<b>25</b>
<b>Table 1: Network Pricing Elements</b>	<b>26</b>
<b>Table 1: Dedicated Inter-Office Transport Rates</b>	<b>28</b>
<b>Table 1: Dedicated Intra-Office Transport Rates</b>	<b>40</b>

11/14/97

<b>ATTACHMENT II - INTERCONNECTION</b>	<b>42</b>
A. Scope .....	42
B. Exchange of Traffic .....	43
C. Types of Traffic and Services .....	44
D. Compensation .....	45
E. Billing.....	48
<b>ATTACHMENT III - NETWORK MAINTENANCE AND MANAGEMENT</b>	<b>50</b>
A. General Requirements .....	50
B. Restoration of Service in the Event of Outages .....	51
C. Service Projections .....	51
D. Quality of Service .....	51
E. Information ... ..	52
<b>ATTACHMENT IV - ACCESS TO TELEPHONE NUMBERS</b>	<b>53</b>
A. General Requirements .....	53
B. Compensation .....	53
C. Quality of Service .....	53
<b>ATTACHMENT V - PRESENT POINTS OF INTERCONNECTION</b>	<b>54</b>
<b>ATTACHMENT VI - BELLSOUTH CELLULAR CORP AFFILIATES</b>	<b>55</b>

## INTERCONNECTION AGREEMENT

### Part A – GENERAL TERMS AND CONDITIONS

This Interconnection Agreement (the "Agreement"), is entered into by and between BellSouth Cellular Corp., as agent for certain of its operating wireless affiliates, which offer commercial mobile radio services, as delineated in Attachment VI, ("Carrier"), a Georgia corporation, and Sprint-Florida, Incorporated ("Sprint" or "Company"), a Florida corporation, hereinafter collectively the Parties entered into this 14th day of November, 1997

**WHEREAS**, the Parties wish to interconnect their local networks in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and

**WHEREAS**, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC") and the orders, rules and regulations of the Florida Public Service Commission (the "Commission"), and

**WHEREAS**, the parties wish to replace any and all other prior agreements, both written and oral applicable to the state of Florida.

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Sprint hereby mutually agree as follows

#### **PART A -- GENERAL TERMS AND CONDITIONS**

##### ***Section 1. Scope of this Agreement***

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase and sale of local interconnection. This PART A -- GENERAL TERMS AND CONDITIONS sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART C sets forth,

among other things, descriptions of the services, pricing, and technical and business requirements

**LIST OF ATTACHMENTS COMPRISING PART C**

- I. Price Schedule
- II. Interconnection
- III. Network Maintenance and Management
- IV. Access to Telephone Numbers
- V. Points of Interconnection

1.2 Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder without providing Carrier thirty (30) days' prior written notice of such discontinuation of such service or arrangement. Sprint agrees to cooperate with Carrier with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

1.3 Sprint will not reconfigure, reengineer or otherwise redeploy its network in a manner which affects Carrier's Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint complies with Sections 51.314 through 51.335 of Title 47 of the Code of Federal Regulations.

1.4 The services and facilities to be provided to Carrier by Company in satisfaction of this Agreement may be provided pursuant to Company Tariffs and then current practices on file with the appropriate Commission or FCC and only to the extent that specific terms and conditions are not described in the Agreement.

**Section 2. Regulatory Approvals**

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Sprint and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. Carrier shall not order services under this Agreement before Approval Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

**2.2 Notwithstanding the above provisions or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the Commission or the FCC, 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 any appeal of the decision of the Commission or the FCC, in the exercise of their respective jurisdictions whether said changes or modifications result from an order issued on an appeal of the decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, a tariff proceeding, a costing/pricing proceeding, or an arbitration proceeding conducted by the Commission or FCC which applies to Sprint or in which the Commission or FCC makes a generic determination to the extent that Carrier had the right and/or opportunity to participate in said proceeding (regardless of whether Carrier actually participates) and the results of which are applicable generally to CMRS providers. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the final order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement. If any such 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.**

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

**2.4 The Parties intend that any additional services requested by either party relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.**

**Section 3. Term and Termination**

**3.1 This Agreement shall be deemed effective upon the Approval Date. No order or request for services under this Agreement shall be processed until this Agreement is so approved unless otherwise agreed to, in writing by the Parties.**

**3.2 Except as provided herein, Sprint and Carrier agree to provide service to each other on the terms defined in this Agreement from the effective date until December 31, 1998, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.**

**3.3 Either party may terminate this Agreement at the end of the term 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 pursuant to this Section 3.3, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption under either (a) a new agreement executed by the Parties, or (b) standard interconnection terms and conditions contained in Sprint's tariff or other substitute document that are approved and made generally effective by the Commission or the FCC**

**3.4 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 proceeding 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**

**3.5 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination**

**3.6 If Sprint sells or trades substantially all the assets used to provide Telecommunications Services in a particular exchange or group of**

exchanges, Sprint may terminate this Agreement in whole or in part as to a particular exchange or group of exchanges upon at least sixty (60) days prior written notice

**Section 4. Charges and Payment**

4.1 In consideration of the services provided by Sprint under this Agreement, Carrier shall pay the charges set forth in Attachment I subject to the provisions of Sections 2.2 and 2.3 hereof

4.2 Subject to the terms of this Agreement Parties shall pay one another within thirty(30) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday payment shall be made the next business day

4.3 Billed amounts which are being investigated, queried or for which claims have or may be filed, are not due for payment until such investigations, claims, or queries have been fully resolved in accordance with the provisions governing dispute resolution of this Agreement

4.4 The Billing Party will assess late payment charges to the other Party in accordance with the applicable tariff or, if there is no tariff, the Billing Party shall assess a late payment charge equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law per month of the balance due, until the amount due including late payment charges, is paid in full

4.5 Sprint will not accept any new or amended order for Telecommunications Services, Unbundled Network Elements Interconnection or other services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid

**Section 5. Audits and Examinations**

5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date

5.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit during normal business

hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3 Each party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit.

5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge to the day of payment or credit.

5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

5.6 This Section 5 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

## **Section 6. Intellectual Property Rights**

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate or additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging Carrier for such costs as permitted under a Commission order.

## **Section 7. 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 Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

## **Section 8. Indemnification**

8.1 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. **Notwithstanding the above, in the case of any loss claimed by a Customer of either Party, the Party responsible for the act or omission that is the basis for the customer's claim 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.**

**8.2 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 the Indemnified Party's subscribers for nonpayment.**

**8.3 When the lines or services of other companies 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.**

**8.4 In addition to its indemnity obligations hereunder, each Party shall to the extent allowed by law or Commission Order, provide in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber 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 subscriber for the service(s) or function(s) that gave rise to such loss, or (ii) Consequential Damages (as defined in Section 7 above).**

## **Section 9. Remedies**

**9.1** In addition to any other rights or remedies and unless specifically provided herein and to the contrary, either Party may sue in equity for specific performance.

**9.2** Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

## **Section 10. Confidentiality and Publicity**

**10.1** All information disclosed by either Party during the negotiations and the term of this Agreement shall be deemed confidential or proprietary information and will be protected by the Parties in accordance with the terms of this Section 10. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

**10.1.1** For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement; (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement; and (iii) safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

**10.1.2** Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party; (ii) which becomes publicly known or available through no breach of this

**Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.**

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

**10.1.4 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 10 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 10. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.**

**10.2 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising provided that the parties are still bound by paragraph 10.1. This paragraph 10.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.**

**10.3 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.**

11/14/97

10.4 Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law including without limitation Section 222 of the Act

### **Section 11. Warranties**

Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level at parity with that which it uses for its own operations, or those of its Affiliates but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

### **Section 12. Assignment and Subcontract**

12.1 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 shall 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

12.2 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

### **Section 13. Governing Law**

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

**Section 14. Relationship of Parties**

It is the intention of the Parties that they be independent contractors and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another and neither Party shall have the right or power to bind or obligate the other

**Section 15. No Third Party Beneficiaries**

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, provided, however, that this shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

**Section 16. 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 sender's 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	General Counsel Sprint-Florida, Inc P.O. Box 165000 Altamonte Springs, FL 32716-5000	If to Carrier	External Affairs BellSouth Cellular Corp 1100 Peachtree St. N.E. Suite 809 Atlanta, GA 30309-4599
with a copy to	Director-Carrier Markets Sprint-Florida, Inc P.O. Box 165000 Altamonte Springs, FL 32716-5000	with a copy to	Legal Department BellSouth Cellular Corp 1100 Peachtree St. N.E. Suite 910 Atlanta, GA 30309-4599

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

**Section 17. Waivers**

17.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed

17.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

17.3 Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default

**Section 18. Survival**

The following provisions of this Part A shall survive the expiration or termination of this Agreement Sections 4, 5, 6, 7, 8, 9, 10, 20 and 22

**Section 19. Force Majeure**

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, lightning, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 19 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory

manner and not favor its own provision of Telecommunications Services above that of Carrier.

**Section 20. Dispute Resolution Procedures**

20.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

20.2 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 "Disputing Party") shall within sixty (60) 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 Disputing Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

20.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

11/14/97

	SOURCE	RECURRING RATE	NRC
	TELRIC COST STUDY		
	TELRIC COST STUDY		
Toll and Local Assistance Service (Live)		\$0.456	
	TELRIC COST STUDY		
DA Operator Service (Live)		\$0.388	
	TELRIC COST STUDY		
Per DSO Equivalent Port		\$18.92	\$187.50
OSS Interfaces*		N/A	

\* Sprint is working on OSS and rates will be added as they are developed.

### Dedicated Inter-Office Transport Rates:

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Alford	Cottontale	\$ 11.114	\$ 1,964.32	\$0.001022
Alford	Merrianna	\$ 12.114	\$ 2,128.64	\$0.001022
Altamonte Springs	Apopka	\$ 14.106	\$ 2,528.96	\$0.001022
Altamonte Springs	Casselberry	\$ 11.114	\$ 1,964.32	\$0.001022
Altamonte Springs	Celebration*	\$ 14.106	\$ 2,528.96	\$0.001022
Altamonte Springs	East Orange*	\$ 14.106	\$ 2,528.96	\$0.001022
Altamonte Springs	Geneva*	\$ 11.114	\$ 1,964.32	\$0.001022
Altamonte Springs	Goldenrod	\$ 11.114	\$ 1,964.32	\$0.001022
Altamonte Springs	Lake Brantley	\$ 14.106	\$ 2,528.96	\$0.001022
Altamonte Springs	Lake Buena Vista*	\$ 14.106	\$ 2,528.96	\$0.001022
Altamonte Springs	Maitland	\$ 11.114	\$ 1,964.32	\$0.001022
Altamonte Springs	Montverde	\$ 11.114	\$ 1,964.32	\$0.001022
Altamonte Springs	Orlando*	\$ 14.106	\$ 2,528.96	\$0.001022
Altamonte Springs	Oviedo*	\$ 14.106	\$ 2,528.96	\$0.001022
Altamonte Springs	Reedy Creek	\$ 218.096	\$ 4,092.96	\$0.001022
Altamonte Springs	Sanford*	\$ 14.106	\$ 2,528.96	\$0.001022
Altamonte Springs	Windermere	\$ 218.096	\$ 4,092.96	\$0.001022
Altamonte Springs	Winter Garden	\$ 14.106	\$ 2,528.96	\$0.001022
Altamonte Springs	Winter Park	\$ 11.114	\$ 1,964.32	\$0.001022
Alva	Bonita Springs	\$ 193.53	\$ 3,684.48	\$0.001022
Alva	Cape Coral	\$ 269.03	\$ 5,213.28	\$0.001022
Alva	East Fort Myers	\$ 193.53	\$ 3,684.48	\$0.001022
Alva	Fort Myer Regional Airport	\$ 287.80	\$ 5,676.00	\$0.001022
Alva	Fort Myers	\$ 193.53	\$ 3,684.48	\$0.001022
Alva	Fort Myers Beach	\$ 14.106	\$ 2,528.96	\$0.001022
Alva	Lehigh Acres	\$ 193.53	\$ 3,684.48	\$0.001022
Alva	North Cape Coral	\$ 269.03	\$ 5,213.28	\$0.001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Alva	North Fort Myers	\$ 269.01	\$ 1,714.25	\$0 001022
Alva	Pine Island	\$ 94.27	\$ 1,964.32	\$0 001022
Alva	Sanibel-Captive Islands	\$ 161.27	\$ 1,964.32	\$0 001022
Alva	South Fort Myers	\$ 191.11	\$ 1,486.41	\$0 001022
Apopka	Casselberry	\$ 169.29	\$ 1,728.64	\$0 001022
Apopka	Celebration*	\$ 143.06	\$ 1,728.64	\$0 001022
Apopka	East Orange*	\$ 143.06	\$ 1,728.64	\$0 001022
Apopka	Goldenrod	\$ 169.29	\$ 1,728.64	\$0 001022
Apopka	Lake Brantley	\$ 94.27	\$ 1,964.32	\$0 001022
Apopka	Lake Buena Vista*	\$ 143.06	\$ 1,728.64	\$0 001022
Apopka	Maitland	\$ 94.27	\$ 1,964.32	\$0 001022
Apopka	Montverde	\$ 267.80	\$ 1,678.32	\$0 001022
Apopka	Orlando*	\$ 143.06	\$ 1,728.64	\$0 001022
Apopka	Reedy Creek	\$ 169.29	\$ 1,728.64	\$0 001022
Apopka	Windermere	\$ 169.29	\$ 1,728.64	\$0 001022
Apopka	Winter Garden	\$ 94.27	\$ 1,964.32	\$0 001022
Apopka	Winter Park	\$ 94.27	\$ 1,964.32	\$0 001022
Astor	Clermont	\$ 271.52	\$ 1,678.32	\$0 001022
Astor	Eustis	\$ 271.52	\$ 1,678.32	\$0 001022
Astor	Groveland	\$ 441.79		\$0 001022
Astor	Howey	\$ 441.79		\$0 001022
Astor	Lady Lake	\$ 441.79		\$0 001022
Astor	Leesburg	\$ 271.52	\$ 1,678.32	\$0 001022
Astor	Montverde	\$ 441.79		\$0 001022
Astor	Mount Dora	\$ 271.52	\$ 1,678.32	\$0 001022
Astor	Tavares	\$ 271.52	\$ 1,678.32	\$0 001022
Astor	Umatilla	\$ 193.53	\$ 4,114.00	\$0 001022
Baker	Crestview	\$ 170.27	\$ 4,114.00	\$0 001022
Belleview	Citra*	\$ 96.196	\$ 1,964.32	\$0 001022
Belleview	Dunnellon*	\$ 245.29	\$ 4,964.32	\$0 001022
Belleview	Forest	\$ 323.28	\$ 1,728.64	\$0 001022
Belleview	Highlands	\$ 169.29	\$ 1,728.64	\$0 001022
Belleview	Lady Lake (821)	\$ 193.53	\$ 4,114.00	\$0 001022
Belleview	McIntosh*	\$ 96.196	\$ 1,964.32	\$0 001022
Belleview	Ocala	\$ 193.53	\$ 4,114.00	\$0 001022
Belleview	Ocklawaha	\$ 94.27	\$ 1,964.32	\$0 001022
Belleview	Orange Springs *	\$ 96.196	\$ 1,964.32	\$0 001022
Belleview	Salt Springs	\$ 578.90		\$0 001022
Belleview	Silver Springs Shores	\$ 94.27	\$ 1,964.32	\$0 001022
Beverly Hills	Chassahowitzka	\$ 363.80	\$ 4,414.00	\$0 001022
Beverly Hills	Crystal River	\$ 264.03	\$ 4,114.00	\$0 001022
Beverly Hills	Homosassa Springs	\$ 269.01	\$ 4,114.00	\$0 001022
Beverly Hills	Inverness	\$ 269.01	\$ 4,114.00	\$0 001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Bonifay	Reynolds Hill	\$ 94.27	\$ 2,181.90	\$0 001022
Bonifay	Westville	\$ 170.27	\$ 4,114.00	\$0 001022
Bonita Springs	Cypress Lake	\$ 193.53	\$ 4,496.42	\$0 001022
Bonita Springs	East Fort Myers	\$ 193.53	\$ 4,496.42	\$0 001022
Bonita Springs	Fort Myers	\$ 193.53	\$ 4,496.42	\$0 001022
Bonita Springs	Fort Myers Beach	\$ 245.29	\$ 4,860.74	\$0 001022
Bonita Springs	Golden Gate	\$ 193.53	\$ 4,496.42	\$0 001022
Bonita Springs	Naples	\$ 193.53	\$ 4,496.42	\$0 001022
Bonita Springs	Naples Moorings	\$ 193.53	\$ 4,496.42	\$0 001022
Bonita Springs	Naples Southeast	\$ 193.53	\$ 4,496.42	\$0 001022
Bonita Springs	North Naples	\$ 193.53	\$ 4,496.42	\$0 001022
Bowling Green	Wauchula	\$ 117.53	\$ 1,964.31	\$0 001022
Bowling Green	Zolfo Springs	\$ 170.27	\$ 4,114.00	\$0 001022
Buena Ventura Lakes	Kissimmee	\$ 94.27	\$ 2,181.90	\$0 001022
Bushnell	Wildwood	\$ 347.52	\$ 7,810.42	\$0 001022
Cape Coral	Cypress Lake	\$ 269.03	\$ 5,713.25	\$0 001022
Cape Coral	East Fort Myers	\$ 269.03	\$ 5,713.25	\$0 001022
Cape Coral	Fort Myers	\$ 269.03	\$ 5,713.25	\$0 001022
Cape Coral	Fort Myers Beach	\$ 308.03	\$ 7,077.57	\$0 001022
Cape Coral	North Cape Coral	\$ 269.03	\$ 5,713.25	\$0 001022
Cape Coral	North Fort Myers	\$ 269.03	\$ 5,713.25	\$0 001022
Cape Coral	Pine Island	\$ 180.03	\$ 4,114.00	\$0 001022
Cape Coral	Sanibel-Captiva Islands	\$ 308.03	\$ 7,077.57	\$0 001022
Casselberry	Celebration*	\$ 218.09	\$ 4,992.96	\$0 001022
Casselberry	East Orange*	\$ 169.29	\$ 3,728.64	\$0 001022
Casselberry	Geneva*	\$ 169.29	\$ 3,728.64	\$0 001022
Casselberry	Goldenrod	\$ 117.53	\$ 1,964.32	\$0 001022
Casselberry	Lake Brantley	\$ 169.29	\$ 3,728.64	\$0 001022
Casselberry	Lake Buena Vista*	\$ 218.09	\$ 4,992.96	\$0 001022
Casselberry	Maitland	\$ 169.29	\$ 3,728.64	\$0 001022
Casselberry	Montverde	\$ 117.53	\$ 1,964.32	\$0 001022
Casselberry	Orlando*	\$ 169.29	\$ 3,728.64	\$0 001022
Casselberry	Oviedo*	\$ 169.29	\$ 3,728.64	\$0 001022
Casselberry	Reedy Creek	\$ 244.31	\$ 4,992.96	\$0 001022
Casselberry	Sanford*	\$ 169.29	\$ 3,728.64	\$0 001022
Casselberry	Windermere	\$ 244.31	\$ 4,992.96	\$0 001022
Casselberry	Winter Garden	\$ 169.29	\$ 3,728.64	\$0 001022
Casselberry	Winter Park	\$ 117.53	\$ 1,964.32	\$0 001022
Chassahowitza	Crystal River	\$ 963.90	\$ 2,181.90	\$0 001022
Chassahowitza	Homosassa	\$ 963.90	\$ 2,181.90	\$0 001022
Chassahowitza	Inverness	\$ 963.90	\$ 2,181.90	\$0 001022
Cherry Lake	Greenville	\$ 349.29		\$0 001022
Cherry Lake	Lee	\$ 349.29		\$0 001022
Cherry Lake	Madison	\$ 275.02	\$ 1,964.31	\$0 001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Clermont	Celebration*	\$ 169.29	\$ 2,178.64	\$0.001022
Clermont	Eustis	\$ 117.53	\$ 1,964.32	\$0.001022
Clermont	Groveland	\$ 193.53	\$ 3,496.42	\$0.001022
Clermont	Howey	\$ 287.80	\$ 5,378.32	\$0.001022
Clermont	Lady Lake	\$ 94.27	\$ 1,710.42	\$0.001022
Clermont	Leesburg	\$ 117.53	\$ 1,964.32	\$0.001022
Clermont	Lt. Buena Vista*	\$ 169.29	\$ 2,178.64	\$0.001022
Clermont	Montverde	\$ 287.80	\$ 5,378.32	\$0.001022
Clermont	Mt. Dora	\$ 117.53	\$ 1,964.32	\$0.001022
Clermont	Orlando*	\$ 218.09	\$ 4,292.96	\$0.001022
Clermont	Reedy Creek	\$ 117.53	\$ 1,964.32	\$0.001022
Clermont	Tavares	\$ 117.53	\$ 1,964.32	\$0.001022
Clermont	Umabilla	\$ 271.52	\$ 5,178.32	\$0.001022
Clermont	Wandermere	\$ 244.11	\$ 4,764.32	\$0.001022
Clermont	Winter Garden	\$ 117.53	\$ 1,964.32	\$0.001022
Cottondale	Marianna	\$ 117.53	\$ 1,964.32	\$0.001022
Crawfordville	Alligator Point*	\$ 665.28	\$ 12,764.32	\$0.001022
Crawfordville	Carrabelle*	\$ 665.28	\$ 12,764.32	\$0.001022
Crawfordville	Panacea	\$ 170.27	\$ 3,314.00	\$0.001022
Crawfordville	Sopchoppy	\$ 353.78	\$ 6,764.32	\$0.001022
Crawfordville	St. Marks	\$ 170.27	\$ 3,314.00	\$0.001022
Crawfordville	Tallahassee	\$ 353.78	\$ 6,764.32	\$0.001022
Crestview	Laurel Hill*	\$ 94.27	\$ 1,710.42	\$0.001022
Crystal River	Homosassa Springs	\$ 269.03	\$ 5,114.00	\$0.001022
Crystal River	Inverness	\$ 269.03	\$ 5,114.00	\$0.001022
Crystal River	Yankeetown*	\$ 308.03	\$ 5,964.32	\$0.001022
Cypress Lake	East Fort Myers	\$ 193.53	\$ 3,496.42	\$0.001022
Cypress Lake	Fort Myers Regional Airport	\$ 94.27	\$ 1,710.42	\$0.001022
Cypress Lake	Fort Myers	\$ 193.53	\$ 3,496.42	\$0.001022
Cypress Lake	Fort Myers Beach	\$ 94.27	\$ 1,710.42	\$0.001022
Cypress Lake	Lehigh Acres	\$ 193.53	\$ 3,496.42	\$0.001022
Cypress Lake	North Cape Coral	\$ 269.03	\$ 5,114.00	\$0.001022
Cypress Lake	North Fort Myers	\$ 94.27	\$ 1,710.42	\$0.001022
Cypress Lake	Pine Island	\$ 94.27	\$ 1,710.42	\$0.001022
Cypress Lake	Sanibel-Captiva Islands	\$ 94.27	\$ 1,710.42	\$0.001022
Cypress Lake	South Fort Myers	\$ 193.53	\$ 3,496.42	\$0.001022
Dade City	San Antonio	\$ 117.53	\$ 1,964.32	\$0.001022
Dade City	Trilacoochee	\$ 117.53	\$ 1,964.32	\$0.001022
Dade City	Zephyrhills*	\$ 94.27	\$ 1,710.42	\$0.001022
DeFuniak Springs	Freeport	\$ 193.53	\$ 3,496.42	\$0.001022
DeFuniak Springs	Glendale	\$ 170.27	\$ 3,314.00	\$0.001022
DeFuniak Springs	Paxon*	\$ 245.29	\$ 4,764.32	\$0.001022
DeFuniak Springs	Ponce de Leon	\$ 170.27	\$ 3,314.00	\$0.001022
Deltona Lakes	Lake Helen	\$ 94.27	\$ 1,710.42	\$0.001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Ocala Lakes	Orange City	\$ 94.27	\$ 1,181.90	\$0.001022
Destin	Fort Walton Beach	\$ 193.53	\$ 1,496.42	\$0.001022
Destin	Niceville	\$ 193.53	\$ 1,496.42	\$0.001022
Destin	Santa Rosa Beach	\$ 117.53	\$ 1,964.32	\$0.001022
Destin	Shalmar	\$ 193.53	\$ 1,496.42	\$0.001022
Destin	Valparaiso	\$ 193.53	\$ 1,496.42	\$0.001022
East Fort Myers	Fort Myers Regional Airport	\$ 287.80	\$ 5,678.32	\$0.001022
East Fort Myers	Fort Myers	\$ 193.53	\$ 1,496.42	\$0.001022
East Fort Myers	Fort Myers Beach	\$ 94.27	\$ 1,964.32	\$0.001022
East Fort Myers	Lehigh Acres	\$ 193.53	\$ 1,496.42	\$0.001022
East Fort Myers	North Cape Coral	\$ 269.03	\$ 5,713.25	\$0.001022
East Fort Myers	North Fort Myers	\$ 269.03	\$ 5,713.25	\$0.001022
East Fort Myers	Pine Island	\$ 94.27	\$ 1,964.32	\$0.001022
East Fort Myers	Sanibel-Captive Islands	\$ 94.27	\$ 1,964.32	\$0.001022
East Fort Myers	South Fort Myers	\$ 193.53	\$ 1,496.42	\$0.001022
Eustis	Groveland	\$ 271.52	\$ 4,860.74	\$0.001022
Eustis	Howey	\$ 287.80	\$ 5,678.32	\$0.001022
Eustis	Lady Lake	\$ 271.52	\$ 5,678.32	\$0.001022
Eustis	Leesburg	\$ 117.53	\$ 1,964.32	\$0.001022
Eustis	Montverde	\$ 287.80	\$ 5,678.32	\$0.001022
Eustis	Mt. Dora	\$ 117.53	\$ 1,964.32	\$0.001022
Eustis	Tavares	\$ 117.53	\$ 1,964.32	\$0.001022
Eustis	Umatilla	\$ 117.53	\$ 1,964.32	\$0.001022
Forest	Citra*	\$ 441.79	B	\$0.001022
Forest	Dunnellon*	\$ 477.27	B	\$0.001022
Forest	Highlands	\$ 193.53	\$ 4,314.00	\$0.001022
Forest	Lady Lake (821)	\$ 474.31	B	\$0.001022
Forest	McIntosh	\$ 441.79	B	\$0.001022
Forest	Ocala	\$ 271.52	\$ 5,678.32	\$0.001022
Forest	Ocklawaha	\$ 323.28	\$ 7,042.64	\$0.001022
Forest	Orange Springs*	\$ 441.79	B	\$0.001022
Forest	Salt Springs	\$ 448.55	B	\$0.001022
Forest	Silver Springs Shores	\$ 323.28	\$ 7,042.64	\$0.001022
Fort Meade	Bartow*	\$ 94.27	\$ 1,964.32	\$0.001022
Fort Meade	Lakeland*	\$ 94.27	\$ 1,964.32	\$0.001022
Fort Myers Regional Airport	South Fort Myers	\$ 287.80	\$ 5,678.32	\$0.001022
Fort Myers	Fort Myers Beach	\$ 94.27	\$ 1,964.32	\$0.001022
Fort Myers	Lehigh Acres	\$ 193.53	\$ 1,496.42	\$0.001022
Fort Myers	North Cape Coral	\$ 269.03	\$ 5,713.25	\$0.001022
Fort Myers	North Fort Myers	\$ 269.03	\$ 5,713.25	\$0.001022
Fort Myers	Pine Island	\$ 94.27	\$ 1,964.32	\$0.001022
Fort Myers	Sanibel-Captive Islands	\$ 94.27	\$ 1,964.32	\$0.001022
Fort Myers Beach	Lehigh Acres	\$ 245.29	\$ 4,860.74	\$0.001022
Fort Myers Beach	North Cape Coral	\$ 108.04	\$ 7,042.64	\$0.001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Fort Myers Beach	North Fort Myers	\$ 94.27	\$ 1,964.32	\$0 001022
Fort Myers Beach	Pine Island	\$ 94.27	\$ 1,964.32	\$0 001022
Fort Myers Beach	Sanibel-Captive Islands	\$ 94.27	\$ 1,964.32	\$0 001022
Fort Walton Beach	Holley-Navarre*	\$ 41.27	\$ 1,964.32	\$0 001022
Fort Walton Beach	Niceville	\$ 143.53	\$ 1,496.42	\$0 001022
Fort Walton Beach	Santa Rosa Beach	\$ 271.52	\$ 4,860.74	\$0 001022
Fort Walton Beach	Shalimar	\$ 193.53	\$ 1,496.42	\$0 001022
Fort Walton Beach	Valparaiso	\$ 193.53	\$ 1,496.42	\$0 001022
Golden Gate	Marco Island	\$ 193.53	\$ 1,496.42	\$0 001022
Golden Gate	Naples	\$ 193.53	\$ 1,496.42	\$0 001022
Golden Gate	Naples Moorings	\$ 193.53	\$ 1,496.42	\$0 001022
Golden Gate	Naples Southeast	\$ 193.53	\$ 1,496.42	\$0 001022
Golden Gate	North Naples	\$ 193.53	\$ 1,496.42	\$0 001022
Goldenrod	Celebration*	\$ 271.52	\$ 4,860.74	\$0 001022
Goldenrod	East Orange*	\$ 271.52	\$ 4,860.74	\$0 001022
Goldenrod	Geneva*	\$ 169.29	\$ 2,728.64	\$0 001022
Goldenrod	Lake Brantley	\$ 169.29	\$ 2,728.64	\$0 001022
Goldenrod	Lake Buena Vista*	\$ 218.09	\$ 4,091.96	\$0 001022
Goldenrod	Maitland	\$ 169.29	\$ 2,728.64	\$0 001022
Goldenrod	Montverde	\$ 239.59	\$ 7,641.64	\$0 001022
Goldenrod	Orlando*	\$ 169.29	\$ 2,728.64	\$0 001022
Goldenrod	Orlando*	\$ 169.29	\$ 2,728.64	\$0 001022
Goldenrod	Reedy Creek	\$ 244.32	\$ 4,392.96	\$0 001022
Goldenrod	Sanford*	\$ 169.29	\$ 2,728.64	\$0 001022
Goldenrod	Windermere	\$ 244.32	\$ 4,392.96	\$0 001022
Goldenrod	Winter Garden	\$ 169.29	\$ 2,728.64	\$0 001022
Goldenrod	Winter Park	\$ 117.54	\$ 1,964.32	\$0 001022
Grand Ridge	Marianna	\$ 117.54	\$ 1,964.32	\$0 001022
Grand Ridge	Sneeds	\$ 117.54	\$ 1,964.32	\$0 001022
Greenville	Lee	\$ 264.54	\$ 4,491.90	\$0 001022
Greenville	Madison	\$ 170.27	\$ 4,114.00	\$0 001022
Greenville	Monticello	\$ 193.53	\$ 1,496.42	\$0 001022
Greenville	Tallahassee	\$ 193.53	\$ 1,496.42	\$0 001022
Greenwood	Malone	\$ 117.54	\$ 1,964.32	\$0 001022
Greenwood	Marianna	\$ 117.54	\$ 1,964.32	\$0 001022
Groveland	Howey-in-the-Hills	\$ 91.88	\$ 1,510.41	\$0 001022
Groveland	Lady Lake	\$ 147.52	\$ 2,810.42	\$0 001022
Groveland	Leesburg	\$ 193.53	\$ 1,496.42	\$0 001022
Groveland	Montverde	\$ 441.79	\$ 7,641.64	\$0 001022
Groveland	Mill Dora	\$ 271.52	\$ 4,860.74	\$0 001022
Groveland	Tavares	\$ 271.52	\$ 4,860.74	\$0 001022
Groveland	Umatilla	\$ 425.51	\$ 7,641.64	\$0 001022
Highlands	Citra*	\$ 287.80	\$ 4,860.74	\$0 001022
Highlands	Dunelton*	\$ 321.28	\$ 5,271.08	\$0 001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Highlands	Lady Lake (821)	\$ 271.52	\$ 5,678.32	\$0.001022
Highlands	McIntosh*	\$ 287.80	\$ 4,860.74	\$0.001022
Highlands	Ocala	\$ 117.51	\$ 1,964.32	\$0.001022
Highlands	Ocklawaha	\$ 169.29	\$ 2,728.64	\$0.001022
Highlands	Orange Springs*	\$ 287.80	\$ 4,860.74	\$0.001022
Highlands	Salt Springs	\$ 526.54	B.B.	\$0.001022
Highlands	Shady Road	\$ 193.53	\$ 1,496.42	\$0.001022
Highlands	Silver Springs	\$ 94.27	\$ 2,181.90	\$0.001022
Highlands	Silver Springs Shores	\$ 169.29	\$ 2,728.64	\$0.001022
Homoassa Spgs	Inverness	\$ 269.03	\$ 4,314.00	\$0.001022
Howey-In-The-Hills	Lady Lake	\$ 363.80	B.B.	\$0.001022
Howey-In-The-Hills	Leesburg	\$ 287.80	\$ 1,478.32	\$0.001022
Howey-In-The-Hills	Montverde	\$ 441.79	B.B.	\$0.001022
Howey-In-The-Hills	Mt Dora	\$ 287.80	\$ 1,478.32	\$0.001022
Howey-In-The-Hills	Tavares	\$ 287.80	\$ 5,678.32	\$0.001022
Howey-In-The-Hills	Umatilla	\$ 441.79	B.B.	\$0.001022
Kanansville	Kissimmee	\$ 193.53	\$ 1,496.42	\$0.001022
Kanansville	St Cloud	\$ 193.53	\$ 1,496.42	\$0.001022
Kanansville	West Kissimmee	\$ 245.29	\$ 4,860.74	\$0.001022
Kingsley Lake	Lawley	\$ 255.02	\$ 5,894.16	\$0.001022
Kingsley Lake	Ranford*	\$ 349.29	\$ 2,258.48	\$0.001022
Kingsley Lake	Starke	\$ 255.02	\$ 5,894.16	\$0.001022
Kissimmee	Celebration*	\$ 143.06	\$ 2,728.64	\$0.001022
Kissimmee	Haines City * (427)	\$ 193.53	\$ 1,496.42	\$0.001022
Kissimmee	St Cloud	\$ 193.53	\$ 1,496.42	\$0.001022
Kissimmee	West Kissimmee	\$ 94.27	\$ 1,964.32	\$0.001022
Lady Lake (753)	Leesburg	\$ 193.53	\$ 4,314.00	\$0.001022
Lady Lake (753)	Montverde	\$ 441.79	B.B.	\$0.001022
Lady Lake (753)	Mt Dora	\$ 271.52	\$ 1,678.32	\$0.001022
Lady Lake (753)	Tavares	\$ 271.52	\$ 1,678.32	\$0.001022
Lady Lake (753)	Umatilla	\$ 425.51	B.B.	\$0.001022
Lady Lake (821)	Leesburg	\$ 193.53	\$ 4,314.00	\$0.001022
Lady Lake (821)	Montverde	\$ 441.79	B.B.	\$0.001022
Lady Lake (821)	Mt Dora	\$ 271.52	\$ 1,678.32	\$0.001022
Lady Lake (821)	Ocala	\$ 347.52	\$ 2,810.42	\$0.001022
Lady Lake (821)	Ocklawaha	\$ 245.29	\$ 1,478.32	\$0.001022
Lady Lake (821)	Salt Springs	\$ 729.33	B.B.	\$0.001022
Lady Lake (821)	Silver Springs Shores	\$ 245.29	\$ 1,478.32	\$0.001022
Lady Lake (821)	Tavares	\$ 271.52	\$ 1,678.32	\$0.001022
Lady Lake (821)	Umatilla	\$ 425.51	B.B.	\$0.001022
Lake Brantley	Celebration*	\$ 191.86	\$ 4,002.56	\$0.001022
Lake Brantley	East Orange*	\$ 143.06	\$ 2,728.64	\$0.001022
Lake Brantley	Geneva*	\$ 143.06	\$ 2,728.64	\$0.001022
Lake Brantley	Lake Buena Vista*	\$ 191.86	\$ 4,002.56	\$0.001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Lake Brantley	Maitland	\$ 94.27	\$ 1,904.14	\$0.001022
Lake Brantley	Montverde	\$ 313.33	\$ 1,904.14	\$0.001022
Lake Brantley	Orlando*	\$ 143.06	\$ 1,904.14	\$0.001022
Lake Brantley	Oviedo*	\$ 143.06	\$ 1,904.14	\$0.001022
Lake Brantley	Reedy Creek	\$ 218.09	\$ 4,367.98	\$0.001022
Lake Brantley	Sanford*	\$ 143.06	\$ 1,904.14	\$0.001022
Lake Brantley	Windermere	\$ 218.09	\$ 4,367.98	\$0.001022
Lake Brantley	Winter Garden	\$ 143.06	\$ 1,904.14	\$0.001022
Lake Brantley	Winter Park	\$ 94.27	\$ 1,904.14	\$0.001022
Lake Helen	Orange City	\$ 94.27	\$ 1,904.14	\$0.001022
Lawley	Railford*	\$ 349.79	\$ 1,904.14	\$0.001022
Lawley	Starke	\$ 255.02	\$ 1,904.14	\$0.001022
Lee	Madison	\$ 94.27	\$ 1,904.14	\$0.001022
Leesburg	Montverde	\$ 287.80	\$ 1,904.14	\$0.001022
Leesburg	Mt Dora	\$ 117.53	\$ 1,904.14	\$0.001022
Leesburg	Tavares	\$ 117.53	\$ 1,904.14	\$0.001022
Leesburg	Umatilla	\$ 271.52	\$ 1,904.14	\$0.001022
Maitland	Celebration*	\$ 191.86	\$ 4,367.98	\$0.001022
Maitland	East Orange*	\$ 143.06	\$ 1,904.14	\$0.001022
Maitland	Geneva*	\$ 143.06	\$ 1,904.14	\$0.001022
Maitland	Lake Buena Vista*	\$ 191.86	\$ 4,367.98	\$0.001022
Maitland	Montverde	\$ 313.33	\$ 1,904.14	\$0.001022
Maitland	Orlando*	\$ 143.06	\$ 1,904.14	\$0.001022
Maitland	Oviedo*	\$ 143.06	\$ 1,904.14	\$0.001022
Maitland	Reedy Creek	\$ 218.09	\$ 4,367.98	\$0.001022
Maitland	Sanford*	\$ 143.06	\$ 1,904.14	\$0.001022
Maitland	Windermere	\$ 218.09	\$ 4,367.98	\$0.001022
Maitland	Winter Garden	\$ 143.06	\$ 1,904.14	\$0.001022
Maitland	Winter Park	\$ 94.27	\$ 1,904.14	\$0.001022
Malone	Marianna	\$ 117.53	\$ 1,904.14	\$0.001022
Marco Island	Naples	\$ 193.53	\$ 1,904.14	\$0.001022
Marco Island	Naples Moorings	\$ 193.53	\$ 1,904.14	\$0.001022
Marco Island	Naples Southeast	\$ 193.53	\$ 1,904.14	\$0.001022
Marco Island	North Naples	\$ 193.53	\$ 1,904.14	\$0.001022
Maranna	Altha*	\$ 94.27	\$ 1,904.14	\$0.001022
Maranna	Sneads	\$ 117.53	\$ 1,904.14	\$0.001022
Monticello	Tallahassee	\$ 193.53	\$ 1,904.14	\$0.001022
Montverde	Celebration*	\$ 191.86	\$ 4,367.98	\$0.001022
Montverde	East Orange*	\$ 143.33	\$ 1,904.14	\$0.001022
Montverde	Lk Buena Vista	\$ 191.86	\$ 4,367.98	\$0.001022
Montverde	Mt Dora	\$ 287.80	\$ 1,904.14	\$0.001022
Montverde	Orlando*	\$ 117.53	\$ 1,904.14	\$0.001022
Montverde	Reedy Creek	\$ 217.89	\$ 4,367.98	\$0.001022
Montverde	Tavares	\$ 287.80	\$ 1,904.14	\$0.001022

Originating	Terminating	Dedicated DS1	Drift (min) (DS1)	CHIRTSUM
Monrovia	Umatilla	\$ 287.80	1.78.37	\$0.001022
Monrovia	Windermere	\$ 287.80	1.78.37	\$0.001022
Monrovia	Wynlar Garden	\$ 170.27	4.14.00	\$0.001022
Monrovia	Wynlar Park	264.54	1.07.57	\$0.001022
Alt Dora	Tavares	\$ 117.54	1.04.37	\$0.001022
Alt Dora	Umatilla	\$ 271.52	1.78.37	\$0.001022
Naples	Naples South East	\$ 193.53	1.07.42	\$0.001022
Naples	North Naples	\$ 193.53	1.07.42	\$0.001022
Naples Moorng	Naples South East	\$ 193.53	1.07.42	\$0.001022
Naples Moorng	North Naples	\$ 193.53	1.07.42	\$0.001022
Naples Southeast	North Naples	\$ 193.53	1.07.42	\$0.001022
Norwalk	Shalimar	\$ 193.53	1.07.42	\$0.001022
North Cape Coral	North Fort Myers	\$ 269.03	4.14.00	\$0.001022
North Cape Coral	Pine Island	\$ 308.04	1.07.42	\$0.001022
North Cape Coral	Sanibel-Captiva Islands	\$ 449.04	1.07.42	\$0.001022
North Fort Myers	Pine Island	\$ 308.04	1.07.42	\$0.001022
North Fort Myers	Sanibel-Captiva Islands	\$ 449.04	1.07.42	\$0.001022
Ocala	City*	\$ 411.80	1.07.42	\$0.001022
Ocala	Dunnellon*	\$ 245.29	1.07.42	\$0.001022
Ocala	McIntosh*	\$ 663.80	1.07.42	\$0.001022
Ocala	Ocklawaha	\$ 54.27	1.07.42	\$0.001022
Ocala	Orange Springs*	\$ 303.60	1.07.42	\$0.001022
Ocala	Salt Springs	\$ 526.54	1.07.42	\$0.001022
Ocala	Shady Road	\$ 193.53	1.07.42	\$0.001022
Ocala	Silver Springs	\$ 211.80	1.07.42	\$0.001022
Ocala	Silver Springs Shores	\$ 94.27	1.07.42	\$0.001022
Ocklawaha	City*	\$ 264.54	1.07.42	\$0.001022
Ocklawaha	Dunnellon*	\$ 257.19	1.07.42	\$0.001022
Ocklawaha	McIntosh*	\$ 264.54	1.07.42	\$0.001022
Ocklawaha	Orange Springs*	\$ 464.54	1.07.42	\$0.001022
Ocklawaha	Salt Springs	\$ 578.37	1.07.42	\$0.001022
Ocklawaha	Silver Springs Shores	\$ 94.27	1.07.42	\$0.001022
Orange City	DeBary*	\$ 94.27	1.07.42	\$0.001022
Orange City	DeLand*	\$ 54.27	1.07.42	\$0.001022
Orange City	DeLeon Springs*	\$ 44.27	1.07.42	\$0.001022
Panacea	Aligator Point	\$ 193.53	1.07.42	\$0.001022
Panacea	Sopchoppy	\$ 24.07	1.07.42	\$0.001022
Panacea	St Marks	\$ 340.54	1.07.42	\$0.001022
Panacea	Talahassee	\$ 524.07	1.07.42	\$0.001022
Pine Island	Sanibel-Captiva Islands	\$ 94.27	1.07.42	\$0.001022
Reedy Creek	Celestion*	\$ 169.29	1.07.42	\$0.001022
Reedy Creek	East Orange*	\$ 218.07	1.07.42	\$0.001022
Reedy Creek	Lake Buena Vista*	\$ 169.29	2.74.54	\$0.001022
Reedy Creek	Orlando*	\$ 218.07	1.07.42	\$0.001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Reedy Creek	West Kissimmee	\$ 117.53	\$ 1,943.32	\$0 001022
Reedy Creek	Windermere	\$ 195.52	\$ 2,128.64	\$0 001022
Reedy Creek	Winter Garden	\$ 117.53	\$ 1,943.32	\$0 001022
Reedy Creek	Winter Park	\$ 169.29	\$ 2,128.64	\$0 001022
Reynolds Hill	Westville	\$ 264.54	\$ 4,992.74	\$0 001022
Salt Springs	Citra*	\$ 618.81		\$0 001022
Salt Springs	Dunnellon	\$ 117.29		\$0 001022
Salt Springs	McIntosh*	\$ 618.81		\$0 001022
Salt Springs	Orange Springs*	\$ 696.81		\$0 001022
Salt Springs	Silver Springs Shores	\$ 618.81		\$0 001022
San Antonio	Triscoochee	\$ 195.52	\$ 2,128.64	\$0 001022
San Antonio	Zephyrhills*	\$ 169.29	\$ 2,128.64	\$0 001022
Santa Rosa Beach	Seagrave Beach	\$ 117.53	\$ 1,943.32	\$0 001022
Sebring	Spring Lake	\$ 117.27	\$ 1,418.41	\$0 001022
Shalmer	Valparaiso	\$ 141.06	\$ 1,418.41	\$0 001022
Silver Springs Shores	Citra*	\$ 264.54	\$ 4,992.74	\$0 001022
Silver Springs Shores	Dunnellon*	\$ 251.05	\$ 4,121.78	\$0 001022
Silver Springs Shores	McIntosh*	\$ 264.54	\$ 4,992.74	\$0 001022
Silver Springs Shores	Orange Springs*	\$ 264.54	\$ 4,992.74	\$0 001022
Sopchoppy	Alligator Point*	\$ 661.28		\$0 001022
Sopchoppy	Carrabelle*	\$ 661.28		\$0 001022
Sopchoppy	St Marks	\$ 524.07		\$0 001022
Sopchoppy	Tallahassee	\$ 653.78	\$ 2,911.41	\$0 001022
St Cloud	Celebration*	\$ 141.06	\$ 2,128.64	\$0 001022
St Cloud	West Kissimmee	\$ 117.27	\$ 1,943.32	\$0 001022
St Marks	Alligator Point*	\$ 835.55		\$0 001022
St Marks	Tallahassee	\$ 524.05		\$0 001022
Starke	Keystone Heights*	\$ 349.29	\$ 2,911.41	\$0 001022
Starke	Raiford*	\$ 349.29	\$ 2,911.41	\$0 001022
Tallahassee-Calhoun	Alligator Point*	\$ 363.80	\$ 4,992.74	\$0 001022
Tallahassee-Calhoun	Bristol*	\$ 169.29	\$ 2,128.64	\$0 001022
Tallahassee-Calhoun	Carrabelle*	\$ 363.80	\$ 4,992.74	\$0 001022
Tallahassee-Calhoun	Chattahoochee*	\$ 363.80	\$ 4,992.74	\$0 001022
Tallahassee-Calhoun	Greensboro*	\$ 169.29	\$ 2,128.64	\$0 001022
Tallahassee-Calhoun	Gretna*	\$ 169.29	\$ 2,128.64	\$0 001022
Tallahassee-Calhoun	Havana*	\$ 169.29	\$ 2,128.64	\$0 001022
Tallahassee-Calhoun	Hosford*	\$ 169.29	\$ 2,128.64	\$0 001022
Tallahassee-Calhoun	Quincy*	\$ 169.29	\$ 2,128.64	\$0 001022
Tallahassee-Calhoun	Tallahassee-FSU	\$ 117.53	\$ 1,943.32	\$0 001022
Tallahassee-Calhoun	Tallahassee-Mabry	\$ 117.53	\$ 1,943.32	\$0 001022
Tallahassee-Calhoun	Tallahassee-Perkins	\$ 117.53	\$ 1,943.32	\$0 001022
Tallahassee-Calhoun	Tallahassee-Wilks	\$ 117.53	\$ 1,943.32	\$0 001022
Tallahassee-Calhoun	Tallahassee-Thomasville	\$ 195.52	\$ 2,128.64	\$0 001022
Tallahassee-FSU	Alligator Point*	\$ 441.79		\$0 001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Tallahassee-FSU	Bristol*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-FSU	Carrabelle*	\$ 441.79	ICB	\$0 001022
Tallahassee-FSU	Chattahoochee*	\$ 441.79	ICB	\$0 001022
Tallahassee-FSU	Greensboro*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-FSU	Gretna*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-FSU	Havana*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-FSU	Hosford*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-FSU	Quincy*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-FSU	Tallahassee-Mabry	\$ 117.53	\$ 1,964.32	\$0 001022
Tallahassee-FSU	Tallahassee-Perkins	\$ 117.53	\$ 1,964.32	\$0 001022
Tallahassee-FSU	Tallahassee-Wills	\$ 117.53	\$ 1,964.32	\$0 001022
Tallahassee-FSU	Tallahassee Thomasville	\$ 195.52	\$ 2,728.64	\$0 001022
Tallahassee-Mabry	Alligator Point*	\$ 441.79	ICB	\$0 001022
Tallahassee-Mabry	Bristol*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Mabry	Carrabelle*	\$ 441.79	ICB	\$0 001022
Tallahassee-Mabry	Chattahoochee*	\$ 441.79	ICB	\$0 001022
Tallahassee-Mabry	Greensboro*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Mabry	Gretna*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Mabry	Havana*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Mabry	Hosford*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Mabry	Quincy*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Mabry	Tallahassee-Perkins	\$ 117.53	\$ 1,964.32	\$0 001022
Tallahassee-Mabry	Tallahassee-Wills	\$ 117.53	\$ 1,964.32	\$0 001022
Tallahassee-Mabry	Tallahassee Thomasville	\$ 195.52	\$ 2,728.64	\$0 001022
Tallahassee-Perkins	Alligator Point*	\$ 441.79	ICB	\$0 001022
Tallahassee-Perkins	Bristol*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Perkins	Carrabelle*	\$ 441.79	ICB	\$0 001022
Tallahassee-Perkins	Chattahoochee*	\$ 441.79	ICB	\$0 001022
Tallahassee-Perkins	Greensboro*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Perkins	Gretna*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Perkins	Havana*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Perkins	Hosford*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Perkins	Quincy*	\$ 169.29	\$ 2,728.64	\$0 001022
Tallahassee-Perkins	Tallahassee-Wills	\$ 117.53	\$ 1,964.32	\$0 001022
Tallahassee-Perkins	Tallahassee Thomasville	\$ 195.52	\$ 2,728.64	\$0 001022
Tallahassee-Wills	Alligator Point*	\$ 441.79	ICB	\$0 001022
Tallahassee-Wills	Bristol*	\$ 94.27	\$ 1,964.32	\$0 001022
Tallahassee-Wills	Carrabelle*	\$ 441.79	ICB	\$0 001022
Tallahassee-Wills	Chattahoochee*	\$ 441.79	ICB	\$0 001022
Tallahassee-Wills	Greensboro*	\$ 94.27	\$ 1,964.32	\$0 001022
Tallahassee-Wills	Gretna*	\$ 94.27	\$ 1,964.32	\$0 001022
Tallahassee-Wills	Havana*	\$ 94.27	\$ 1,964.32	\$0 001022
Tallahassee-Wills	Hosford*	\$ 94.27	\$ 1,964.32	\$0 001022
Tallahassee-Wills	Quincy*	\$ 94.27	\$ 1,964.32	\$0 001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Tallahassee Blairstone	Alligator Point*	\$ 441 79	ICB	\$0 001022
Tallahassee Blairstone	Bristol*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Carrabelle*	\$ 441 79	ICB	\$0 001022
Tallahassee Blairstone	Chattahoochee*	\$ 441 79	ICB	\$0 001022
Tallahassee Blairstone	Greensboro*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Gretna*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Havana*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Hosford*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Quincy*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Tallahassee-Calhoun	\$ 117 53	\$ 1 964 31	\$0 001022
Tallahassee Blairstone	Tallahassee-FSU	\$ 195 52	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Tallahassee-Mabry	\$ 117 53	\$ 1 964 31	\$0 001022
Tallahassee Blairstone	Tallahassee-Perkins	\$ 195 52	\$ 2 728 64	\$0 001022
Tallahassee Blairstone	Tallahassee-Wills	\$ 117 53	\$ 1 964 31	\$0 001022
Tallahassee Blairstone	Tallahassee Thomasville	\$ 195 52	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Alligator Point*	\$ 519 78	ICB	\$0 001022
Tallahassee Thomasville	Bristol*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Carrabelle*	\$ 519 78	ICB	\$0 001022
Tallahassee Thomasville	Chattahoochee*	\$ 519 78	ICB	\$0 001022
Tallahassee Thomasville	Greensboro*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Gretna*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Havana*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Hosford*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Quincy*	\$ 169 29	\$ 2 728 64	\$0 001022
Tallahassee Thomasville	Tallahassee-Wills	\$ 117 53	\$ 1 964 31	\$0 001022
Tavares	Umatilla	\$ 271 52	\$ 4 090 74	\$0 001022
Trilacoochee	Zephyrhills*	\$ 169 29	\$ 2 728 64	\$0 001022
Wauchula	Zolfo Springs	\$ 170 27	\$ 1 964 31	\$0 001022
West Kissimmee	Celebration*	\$ 94 27	\$ 1 964 31	\$0 001022
West Kissimmee	Heines City*(427)	\$ 245 29	\$ 4 090 74	\$0 001022
Williston	Bronson*	\$ 94 27	\$ 1 964 31	\$0 001022
Windermere	Celebration*	\$ 218 09	\$ 4 090 74	\$0 001022
Windermere	East Orange*	\$ 218 09	\$ 4 090 74	\$0 001022
Windermere	Lake Buena Vista*	\$ 218 09	\$ 4 090 74	\$0 001022
Windermere	Orlando*	\$ 218 09	\$ 4 090 74	\$0 001022
Windermere	Winter Garden	\$ 117 53	\$ 1 964 31	\$0 001022
Windermere	Winter Park	\$ 169 29	\$ 2 728 64	\$0 001022
Winter Garden	Celebration*	\$ 169 29	\$ 2 728 64	\$0 001022
Winter Garden	East Orange*	\$ 143 06	\$ 2 728 64	\$0 001022
Winter Garden	Lake Buena Vista*	\$ 169 29	\$ 2 728 64	\$0 001022
Winter Garden	Orlando*	\$ 143 06	\$ 2 728 64	\$0 001022
Winter Garden	Winter Park	\$ 94 27	\$ 1 964 31	\$0 001022
Winter Park	Celebration*	\$ 143 06	\$ 2 728 64	\$0 001022
Winter Park	East Orange*	\$ 94 27	\$ 1 964 31	\$0 001022

11/14/97

Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
Winter Park	Geneva*	\$ 94 27	\$ 1 364 32	\$0 00'022
Winter Park	Lake Buena Vista*	\$ 143 06	\$ 2 728 64	\$0 001022
Winter Park	Orlando*	\$ 94 27	\$ 1 364 32	\$0 001022
Winter Park	Oviedo*	\$ 94 27	\$ 1 364 32	\$0 001022
Winter Park	Sanford*	\$ 94 27	\$ 1 364 32	\$0 001022

### Dedicated Intra-Office Transport Rates:

Office	Dedicated DS1	Dedicated DS3
Allard	\$ 117 53	\$ 1,364 32
Altamonte Springs	\$ 105 90	\$ 1,364 32
Alva	\$ 185 81	\$ 3,524 66
Apopka	\$ 105 90	\$ 1,364 32
Astor	\$ 193 53	\$ 4,314 00
Behar	\$ 170 27	\$ 4,314 00
Bellevue	\$ 149 72	\$ 2,634 77
Beverly Hills	\$ 269 03	\$ 4,314 00
Bonifay	\$ 132 27	\$ 3,247 95
Bonita Springs	\$ 193 53	\$ 3,496 42
Bowling Green	\$ 143 90	\$ 2,430 37
Buena Ventura Lakes	\$ 94 27	\$ 2,181 90
Bushnell	\$ 193 53	\$ 3,496 42
Cape Coral	\$ 269 03	\$ 5,713 25
Casselberry	\$ 105 90	\$ 1,364 32
Chassahowitzka	\$ 181 85	\$ 3,247 95
Cherry Lake	\$ 255 02	\$ 5,894 16
Clermont	\$ 142 86	\$ 2,075 02
Coltondale	\$ 117 53	\$ 1,364 32
Crawfordville	\$ 231 44	\$ 5,307 14
Crestview	\$ 94 27	\$ 1,364 32
Crystal River	\$ 269 03	\$ 4,314 00
Cypress Lake	\$ 182 78	\$ 3,188 97
Dade City	\$ 109 78	\$ 1,364 32
DeFuniak Springs	\$ 178 02	\$ 4,041 47
Dellona Lakes	\$ 94 27	\$ 2,181 90
Destin	\$ 155 53	\$ 2,430 37
East Fort Myers	\$ 185 81	\$ 3,524 66
Eustis	\$ 117 53	\$ 1,364 32
Forest	\$ 193 53	\$ 4,314 00
Fort Meade	\$ 94 27	\$ 1,364 32
Fort Myers Regional Airport	\$ 193 53	\$ 3,496 42
Fort Myers	\$ 185 81	\$ 3,524 66
Fort Myers Beach	\$ 94 27	\$ 1,364 32
Fort Walton Beach	\$ 143 90	\$ 2,430 37
Freeport	\$ 193 53	\$ 3,496 42
Glendale	\$ 170 27	\$ 4,314 00
Golden Gate	\$ 193 53	\$ 3,496 42
Goldenrod	\$ 105 90	\$ 1,364 32
Grand Ridge	\$ 117 53	\$ 1,364 32

Office	Dedicated DS1	Dedicated DS3
Greenville	\$ 181 90	\$ 3,905 21
Greenwood	\$ 117 53	\$ 1,364 32
Graveland	\$ 181 90	\$ 3,905 21
Highlands	\$ 105 90	\$ 1,773 11
Homesassa Springs	\$ 269 03	\$ 4,314 00
Howey In The Hills	\$ 170 27	\$ 4,314 00
Inverness	\$ 181 65	\$ 3,247 95
Kenansville	\$ 193 53	\$ 3,496 42
Kingsley Lake	\$ 255 02	\$ 5,894 16
Kissimmee	\$ 143 90	\$ 2,430 37
Lady Lake	\$ 193 53	\$ 4,314 00
Lake Brantley	\$ 94 27	\$ 1,364 32
Lake Helen	\$ 94 27	\$ 2,181 90
Lawley	\$ 255 02	\$ 5,894 16
Lee	\$ 94 27	\$ 2,181 90
Leesburg	\$ 117 53	\$ 1,364 32
Lehigh Acres	\$ 193 53	\$ 3,496 42
Madison	\$ 173 19	\$ 4,130 02
Maitland	\$ 94 27	\$ 1,364 32
Makona	\$ 117 53	\$ 1,364 32
Marco Island	\$ 193 53	\$ 3,496 42
Marianna	\$ 105 90	\$ 1,364 32
Maricella	\$ 193 53	\$ 3,496 42
Mount Dora	\$ 170 27	\$ 4,314 00
Mt. Dora	\$ 117 53	\$ 1,364 32
Naples	\$ 193 53	\$ 3,496 42
Naples Moorings	\$ 193 53	\$ 3,496 42
Naples Southeast	\$ 193 53	\$ 3,496 42
Niceville	\$ 193 53	\$ 3,496 42
North Cape Coral	\$ 269 03	\$ 5,713 25
North Fort Myers	\$ 94 27	\$ 1,364 32
North Naples	\$ 193 53	\$ 3,496 42
Ocala	\$ 135 11	\$ 2,075 02
Oklawaha	\$ 94 27	\$ 1,364 32
Orange City	\$ 94 27	\$ 1,364 32
Panacea	\$ 170 27	\$ 4,314 00
Pine Island	\$ 94 27	\$ 1,364 32
Ponce de Leon	\$ 170 27	\$ 4,314 00
Reedy Creek	\$ 117 53	\$ 1,364 32
Reynolds Hill	\$ 94 27	\$ 2,181 90

11/14/97

Office	Dedicated DS1	Dedicated DS3
Salt Springs	\$ 255.02	\$ 5,894.16
San Antonio	\$ 117.53	\$ 1,364.32
Sanibel-Captiva Islands	\$ 381.65	\$ 4,591.79
Santa Rosa Beach	\$ 155.53	\$ 2,433.41
Seagrave Beach	\$ 117.53	\$ 1,364.32
Sebring	\$ 170.27	\$ 3,496.42
Shady Road	\$ 193.53	\$ 3,496.42
Shelmer	\$ 193.53	\$ 3,496.42
Silver Springs	\$ 105.90	\$ 1,774.13
Silver Springs Shores	\$ 94.27	\$ 1,364.32
Sneads	\$ 117.53	\$ 1,364.32
Sopchoppy	\$ 353.78	\$ 7,293.41
South Fort Myers	\$ 193.53	\$ 3,496.42
Spring Lake	\$ 170.27	\$ 3,496.42
St. Cloud	\$ 94.27	\$ 1,364.32
St. Marks	\$ 170.27	\$ 4,314.09
Starke	\$ 255.02	\$ 5,894.16
Tallahassee-Calhoun	\$ 155.53	\$ 2,433.42
Tallahassee-FSU	\$ 117.53	\$ 1,364.32
Tallahassee-Mabry	\$ 117.53	\$ 1,364.32
Tallahassee-Perkins	\$ 117.53	\$ 1,364.32
Tallahassee-Watts	\$ 105.90	\$ 1,364.32
Tallahassee-Blenstone	\$ 117.53	\$ 1,364.32
Tallahassee-Thomasville	\$ 117.53	\$ 1,364.32
Tavares	\$ 117.53	\$ 1,364.32
Tituscochee	\$ 117.53	\$ 1,364.32
Umatilla	\$ 155.53	\$ 2,433.42
Valparaiso	\$ 193.53	\$ 3,496.42
Wauchula	\$ 170.27	\$ 3,496.42
West Keammee	\$ 94.27	\$ 1,364.32
Westville	\$ 170.27	\$ 4,314.09
Widwood	\$ 193.53	\$ 4,314.09
Williston	\$ 94.27	\$ 1,364.32
Windermere	\$ 117.53	\$ 1,364.32
Winter Garden	\$ 105.90	\$ 1,364.32
Winter Park	\$ 94.27	\$ 1,364.32
Zolfo Springs	\$ 170.27	\$ 3,496.42

## **PART C --ATTACHMENT II**

### **INTERCONNECTION**

**A. Scope - Carrier shall interconnect with Company's facilities as follows at Parity for the purpose of routing or terminating traffic**

1. **Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI" ) Until such time as the Parties agree to interconnect at one or more of Company's Tandem Switches, for purposes of this Agreement said POIs are limited to Company end office switches, unless otherwise mutually agreed to by the parties. The POIs are the point(s) of physical interconnection as identified in Attachment V attached hereto and incorporated herein by this reference. Carrier must establish at least one physical POI per LATA as long as LATAs are required by state or federal regulation. Carrier may also establish Virtual Rate Centers (VRCs)**

**A VRC is only permitted when the chosen virtual exchange meets the following criteria:**

- a) it is a Company exchange.**
- b) it is served by the same access tandem and is within the same NPA, LATA and ROA as the exchange where Carrier's Type 2A interconnection exists.**  
**and**
- c) it is in a different local calling area than the exchange where Carrier's interconnection exists**

2. **Interconnection to a Company End Office(s) will provide Carrier access only to the NXX codes served by that individual End Office(s) to which Carrier interconnects.**

3. **Should the parties agree to interconnection at a Company Tandem(s), such interconnection will provide Carrier local interconnection for local and toll access service purposes to the Company end offices and NXX codes which interconnect with that Tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s). Interconnection to a Company tandem for transit purposes will provide Carrier interexchange access to Company Interexchange Carriers ("IXCs"), CLECs, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End Office Switch functions, interconnection to a Company tandem serving that exchange will also provide Carrier access to Company's End Offices with the same functionality described in (2) above**

4. **Interconnection to a Carrier location within an MTA will provide Company local interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.**
  5. **Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services**
  6. **Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission and concentrating equipment, subject to physical space limitations. Company agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request**
  7. **The provisions of this Section shall apply to Company's interconnection to Carrier's network for the purpose of routing all the types of traffic**
- B. Exchange of Traffic - Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply**
1. **The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/ operator service switches**
  2. **When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., intra/interMTA), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic**
  3. **The Parties agree to offer and provide to each other Extended Superframe Format with B8ZS line code ("ESF/B8ZS"). Where either Party's facilities are not ESF/B8ZS compatible, the Parties will use Alternate Mark Inversion Format ("AMI") interconnection protocol on an interim basis until their equipment is upgraded in the normal course of business to achieve compatibility with the ESF/B8ZS protocol. Where Sprint's facilities are not ESF/B8ZS compatible, Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.**
  4. **Where available, Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection**

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

5. In the event SS7 facilities are not available from Company, Carrier may, at its option, obtain multi-frequency signaling
6. Where available, Company agrees to provide CIP (carrier identification parameter) within Carrier's SS7 call set-up signaling protocol at no charge
7. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users
8. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users. Either Party is responsible for ordering facilities to terminate traffic to the other Party. When two-way trunking is employed, the Parties will select a mutually agreeable automated ordering process

**C. Types of Traffic and Services** - The types of traffic to be exchanged under this Agreement include:

1. **Local Traffic.** For the purposes of compensation between Carrier and Company under this Agreement for interconnection, traffic to or from a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5) of the Act. This shall not affect the classification of any such traffic which originates from or terminates to Carrier for other purposes. The classification of said traffic for any such other purpose shall be determined in accordance with Commission-approved local calling areas
2. **Switched access traffic** as specifically defined in Company's state and interstate switched access tariffs to the extent that said traffic does not originate and terminate within the same MTA, and generally identified as that traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users, when the traffic transits the other Party's network. To the extent switched access traffic cannot be measured, percent usage factors will be developed by Carrier to determine intra/interMTA traffic and intra/interstate traffic.
3. **Transit traffic.** This is any traffic which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network

11/14/97

4. **IntraLATA toll traffic** This traffic is defined in accordance with Company's then-current intraLATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA
5. **Ancillary traffic.** This includes all traffic destined for ancillary services, or that may have special billing requirements, including but not limited to the following
  - a. **Directory Assistance,**
  - b. **911/E911;**
  - c. **Operator call termination (busy line interrupt and verify),**
  - d. **LIDB; and**
  - e. **Information services requiring special billing (e.g. 900 and 950)**
6. **To the extent network and contractual arrangements exist throughout the term of this Agreement, Company will provide intermediary tandem switching and transport services for Carrier's connection of its end user to a local end-user of (a) CLECs; (b) another incumbent local exchange telecommunications Carrier other than Company; (c) IXCs, and (d) other CMRS carriers**
7. **Company agrees not to impose restrictions on traffic types delivered to/from the Point of Interconnection ("POIs") but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS if applicable or Carrier's actual usage reporting. Company and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to provide the necessary traffic data or permit Company recording equipment to be installed for sampling purposes in conjunction with such audit. Company may contract directly with other CMRS carriers using Carrier's network for transit functions, and in such case, Company shall directly bill termination charges to the other CMRS carrier**

**D. Compensation**

1. **Local Traffic Terminating to Company** Each rate element utilized in completing a call shall be charged for completion of that call. When Carrier uses VRCs, each Company rate element utilized in completing a call to the VRC shall be charged to Carrier for completion of that call, however, physical interconnection is not required. For example a call terminating from Carrier over Company facilities to a Company end office through a Company tandem would include charges from Company to Carrier for transport to the tandem, tandem switching, transport to the end office and end office switching. The rates set forth on Part C, Attachment I, Exhibit 1 shall be used for the rate elements described, subject to the terms of Part A, Section 2.2 and 2.3.

- a. **Termination (End Office Switching)** The rates set forth on Exhibit 1 shall be used. However, in the event, the Commission does establish rates, terms and conditions for transport and termination of local telecommunications traffic, or for specific components included therein, that differ from the rates, terms and conditions established pursuant to this Agreement, the rates, terms and conditions established by the Commission shall be implemented in this Agreement in accordance with the provisions of Section 2.2 of Attachment A
  - b. **Transport.** Transport shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rate, terms and conditions adopted by the Commission shall be implemented herein in accordance with the provisions of Section 2.2 of Attachment A
  - c. **Tandem Charge.** Tandem switching shall be a separately chargeable element. As noted in Paragraph 1(a) above, in the event the Commission should establish rates, terms and conditions which differ from those contained in this Agreement, the rate, terms and conditions adopted by the Commission shall be implemented herein in accordance with the provisions of Section 2.2 of Attachment A
  - d. **Additions to an existing and/or new line-side connection between a CMRS provider's switch and Company's central office, or a trunk-side connection, will be subject to a non-recurring charge using the rates set forth in Table 1 of Attachment 1**
2. **Local Traffic Terminating to Carrier.** Carrier shall charge Company for only those rate elements utilized in completing a call. Carrier shall charge a single end office switching charge for each call completion that requires use of one MSC. For each call completion requiring use of more than one MSC, all MSCs prior to the last will create a tandem switching charge and the final MSC will create an end office charge. Carrier may also charge for transport between the MSCs; however, such transport will not include facilities from Carrier's MSC to cell site or from the cell site to the end user. For example, a call terminating from Company over Carrier facilities through two Carrier MSCs would include charges from Carrier to Company for transport from the Company tandem, tandem switching, transport to the final MSC, and end office switching
  3. **Should Carrier interconnect at multiple End Offices, Carrier shall charge the appropriate rate for each End Office. To the extent that Carrier does not have the necessary information or capability to bill Company based upon actual traffic,**

**Carrier shall bill Company based upon a percentage of the traffic volumes billed from Company to Carrier. Carrier shall not charge Company the Tandem switching component of the charges except as described in the preceding paragraph. This billing arrangement assumes that the percentage to be used by Carrier for billing to Company is based on the relative traffic originated on one party's network and terminated by the other party's network, and such relative usage percentages shall be further adjusted to account for any paging and inter-MTA traffic that may be terminating to Carrier from Company. Except as otherwise provided in this Agreement, this shall be the only charge for traffic terminating from Company to Carrier**

**3.1. During the first six months of this Agreement, the percentage of Company billing to Carrier to be used by Carrier for billing to Company shall be 25%. This assumes that approximately 80% of the total traffic between Carrier and Company is Company terminating traffic and that approximately 20% of the total traffic between Carrier and Company is Carrier terminating traffic. During the first six months of this Agreement, Carrier and Company shall jointly perform traffic studies to determine the actual percentages for traffic between Carrier and Company including adjustments for paging and inter-MTA traffic. Upon completion of this traffic study, the parties shall amend this agreement to reflect the revised percentages and any amounts billed by one party to the other to that point in time shall be adjusted to true-up to the revised percentages**

- 4 InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.**
- 5 Transit traffic shall be compensated based on charges associated with the functionality provided, (e.g., end office switching, tandem switching and transport), where applicable**
- 6. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service**
- 7 Sprint will not reciprocally compensate Carrier for paging traffic terminated by Carrier until such time as Carrier has filed relevant cost studies with the pertinent state Commissions and these cost studies have been approved by the pertinent state Commissions. The traffic ratios specified in Section D(3) of Attachment II ("Interconnection") have been adjusted to reflect the parties**

**estimate of the percentage of traffic terminated by Carrier which comprises paging traffic. This estimate shall be subject to audit at either party' request, per Section 5 of the Agreement**

**E. Billing**

1. **Company and Carrier agree to conform to MI CAB and MECOD guidelines, where possible, until such time as Carrier develops its own billing system. Once such system is developed, Carrier must coordinate with Company for the implementation and exchange of Billing Account Reference and Bill Account Cross Reference information as well as the Initial Billing Company/Subsequent Billing Company billing cycles in conformance with ME CAB and MECOD guidelines.**
2. **Interconnection meet point billing arrangements will be made available to Carrier. For construction of new facilities, Company shall be responsible for provisioning 50% of the interconnection facilities, or to the Company wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is greater. Or, should Carrier prefer, new interconnection facilities may be provisioned via Carrier lease of tariffed services from Company. Special construction charges, if applicable, will be charged in accordance with the Company's access service tariff.**

**For existing facilities, Company and Carrier shall establish a mutually agreeable traffic exchange percentage to split the cost of the interconnection facilities. Initially the percentage of the total traffic will be set at approximately 80% Carrier originated traffic and approximately 20% Company originated traffic until such time as an actual traffic study can be conducted to determine the actual percentage. During the first six months of this Agreement, Carrier and Company shall jointly perform traffic studies to determine the actual percentages for traffic between Carrier and Company including adjustments for paging and inter-MTA traffic. Upon completion of this traffic study, the parties shall amend this agreement to reflect the revised percentages and any amount billed by one party to the other will be adjusted to true-up to the revised percentages.**

**After the first six months, both parties agree to implement Reciprocal Compensation for dedicated interconnection trunks based on actual percentage usage as determined through traffic studies upon the request of either party. Under this methodology, each trunk or trunk group will be studied for traffic patterns and compensated based upon the results of the traffic study. Any adjustment made based on such traffic studies will be implemented prospectively from the time of the adjustment. Each Party will compensate the other Party for the termination of traffic on its interconnection facilities as provided in D above.**

11/14/97

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

## **Part C --ATTACHMENT III**

### **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 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. **Notice of Network Event** Each Party has the duty to alert the other, as far in advance as possible, to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than twenty-five percent of either Party's circuits in any exchange in a reasonable time frame.
5. **Notice of Network Change** The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
6. **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 it responds to alarms for its own customers.
7. **Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers.**

- B. 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 network elements and 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.

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

- C. 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.

**D. Quality of Service**

1. Company shall provide Carrier with the same intervals and level of service provided by Company to its end-users or other carriers at any given time.
2. Interconnection quality of service should be at parity with that provided by the Company for its own services.
3. A blocking standard of one percent during the average busy hour shall be maintained on an average basis for all local interconnection facilities.
4. Carrier and Company shall negotiate a process to expedite network augmentations and other orders when requested by Carrier.
5. Company will make available to Carrier all of the unbundled elements it makes available to itself, its Affiliates or third parties. At a minimum, the unbundled

**elements available to Carrier shall include**

- a) Treatment during overflow/congestion conditions**
- b) Equipment/interfaco protection,**
- c) Power redundancy; and**
- d) Sufficient spare facilities to ensure provisioning, repair, performance, and availability.**

- 7. Carrier and Company will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.**

**E. Information**

- 1. Company must provide order confirmation 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.**
- 3. Company and Carrier will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.**
- 4. Company shall provide Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks**
- 5. Company shall provide Carrier with its list of emergency numbers (e.g. seven digit PSAP numbers, police, fire, etc.) Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers**

## **Part C --ATTACHMENT IV**

### **ACCESS TO TELEPHONE NUMBERS**

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

11/14/97

## Part C --ATTACHMENT V

### PRESENT POINTS OF INTERCONNECTION

Clermont  
Grassy Lake Road

Clewiston:  
113 E. Ventura Avenue

Kissimmee:  
720 Donegan Avenue

Lake Brantley:  
LKBRLFXA1KD (Time Warner collocation)

Okeechobee:  
OKCBFLADCMO

Ocala  
Grassy Lake Road, Clermont

Winter Park:  
(Meet point with BellSouth - ORLDFLYACM1)

11/14/97

**Part C --ATTACHMENT VI**

**BELLSOUTH CELLULAR CORP. AFFILIATES**

**FLORIDA**

**Orlando SMSA Limited Partnership**

**Jacksonville MSA Limited Partnership**

**Florida Cellular Service, Inc**

**Florida RSA No. 2B (Indian River) Limited Partnership**

**Orlando CGSA, Inc.**

**BellSouth Mobility Inc**

20.4 If the Parties are unable to resolve issues related to the Dispute Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 20.3, 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.

**Section 21. Cooperation on Fraud**

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

**Section 22. Taxes**

Any Federal, state or local excise, license, sales, use or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

**Section 23. Amendments and Modifications**

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

**Section 24. Severability**

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this

Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

**Section 25. Headings Not Controlling**

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

**Section 26. Entire Agreement**

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter thereof.

**Section 27. Counterparts**

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

**Section 28. Successors and Assigns**

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

**Section 29. Implementation**

29.1 **Implementation Team** This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Within thirty (30) days of a request by one party to the other after the Execution Date, each Party shall designate, in writing, no more than four (4) persons to be



## **PART B -- DEFINITIONS**

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

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

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

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

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

**"CENTRAL OFFICE SWITCH", "END OFFICE", "TANDEM" OR "MOBILE SWITCHING CENTER"**(hereinafter "Central Office, CO or MSC) - 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 Service are directly connected and offered

Tandem Switches are switches which are used to connect and switch trunk circuits between and among Central Office Switches

Mobile Switching Center is a switch which is used by a CMRS provider to connect and switch trunk circuits between and among cell sites for wireless traffic and that links wireless telephones to the landline public switched telephone network.

**"COLLOCATION"** means the right of Carrier to place equipment in Sprint's central offices or other Sprint locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, Carrier obtains dedicated space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that Carrier provides to Sprint.

11/14/97

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

**"COMMISSION"** means the Florida Public Service Commission

**"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 local interconnection arrangements

**"FCC"** means the Federal Communications Commission

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

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

**"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

**"INTERCONNECTION POINT" ("IP")** is a mutually agreed upon point of demarcation where the networks of Sprint and Carrier interconnect for the exchange of traffic

**"INTEREXCHANGE CARRIER" ("IXC")** means a provider of interexchange telecommunications services

**"LOCAL TRAFFIC"** for purposes of the establishment of interconnection and not for the billing of customers under this Agreement is defined as telecommunications traffic between an LEC and CMRS provider that, at the beginning of the call originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. Section 24.202(a); provided however, that consistent with Sections 1033 et seq. of the First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (Aug. 8, 1996), hereinafter the "First Report and Order," the State Commission shall determine what geographic areas should be considered "local areas" for the purpose of applying reciprocal compensation obligations under Section 251(b)(5), consistent with the State Commission's historical practice of defining local service areas for wireline LECs. (See Section 1035, First Report and Order)

**"MAJOR TRADING AREA" ("MTA")** refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of reciprocal compensation under Section 251(b)(5) as defined in Section 47 C.F.R. 24.202(a).

**"MULTIPLE EXCHANGE CARRIER ACCESS BILLING" ("MECAB")** refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more telecommunications carriers, or by one LEC in two or more states within a single LATA.

**"MULTIPLE EXCHANGE CARRIERS ORDERING AND DESIGN" ("MECOD")** refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.

**"NUMBERING PLAN AREA" ("NPA")**-sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the North American Numbering Plan. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

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

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

**"PARITY"** means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier on terms and conditions, including provisioning and repair.

11/14/97

intervals, no less favorable than those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

**"PARTIES"** means, jointly, BellSouth Mobility, Inc. and Sprint-Florida Incorporated, and no other entity, affiliate, subsidiary or assign

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

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

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

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

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

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

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

**UNDEFINED TERMS** - The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in

11/14/97

accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement

**"VIRTUAL RATE CENTER"** means a designated rate center for a NXX that is not physically located at the same V&H coordinates as the central office that serves the assigned NXX.

**"WIRE CENTER"** denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto

## **PART C--ATTACHMENT I**

### **PRICE SCHEDULE**

#### **1 General Principles**

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

#### **2. Interconnection and Reciprocal Compensation**

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

**2.2 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment II of this Agreement.**

**Toll or Special Access code (e.g. 950, 900) traffic originating from line side connections between Company and Carrier will be routed to the assigned PIC for the line connection, or to the appropriate interexchange carrier when 10XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic. For lines that are IntraLATA PIC assigned to Company, or in areas that do not support IntraLATA presubscription, IntraLATA toll will be charged at the appropriate rate out of Company's tariff. IntraLATA toll resulting from 0- or 0+ operator calls will also be charged at the appropriate rate out of Company's tariff.**

**2.3 Carrier shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Attachment when Carrier uses a Sprint access tandem to terminate a local call to a third party LEC or another Carrier. Sprint shall pay Carrier a transit rate equal to the Sprint rate referenced above when Sprint uses a Carrier switch to terminate a local call to a third party LEC or another Carrier.**

**2.4 Sprint will not reciprocally compensate Carrier for paging traffic terminated by Carrier until such time as Carrier has filed relevant cost studies with the pertinent state Commissions and these cost studies have been approved by the**

11/14/97

**pertinent state Commissions** The traffic ratios specified in Section D(3) of Attachment II ("Interconnection") have been adjusted to reflect the parties' estimate of the percentage of traffic terminated by Carrier which comprises paging traffic. This estimate shall be subject to audit at either party's request, per Section 5 of the Agreement.

**2.5. Until such time as Company has either measurement capabilities or completed traffic studies which reflect actual usage from Carrier to Company, Company will bill Carrier a state specific composite rate for all usage. This composite rate will be developed using the individual rate elements set forth in Table 1 of this Agreement, weighted to reflect Carrier's specific network configuration and traffic flow. Similarly, until Carrier has measurement capabilities, Carrier will bill Company a rate developed using the applicable individual rate elements set forth in Table 1 of Attachment I of this Agreement. The Parties may initiate a review of the Carrier network and traffic weightings used in calculating the composite rate. Such review may take place on a quarterly basis upon the reasonable request of either party.**

TABLE 1

## Statewide Composite Rate:

**STATE WIDE INTERCONNECTION RATE  
 BELLSOUTH CELLULAR CORP. / SPRINT-FLORIDA, INCORPORATED  
 Based on Percent Distribution of Trunks**

INTERCONNECTION TYPE	APPLICABLE RATE ELEMENTS	TOTAL	WEIGHTING FACTOR	WEIGHTED RATE	PERCENT IN PLACE	IN PLACE WEIGHTED RATE
2B	End Office Switching	\$0 003587		\$0 003587	0%	\$0 000000
2A	End Office Switching + Common Transport + Tandem Switching	\$0 003587 \$0 001022 \$0 003345		\$0 007954	56%	\$0 004454
1	End Office Switching Only - 60% of the time End Office Switching + Common Transport + Tandem Switching - 40% of the time	\$0 003587 \$0 003587 \$0 001022 \$0 003345	x 60% x 40%	\$0 002152 \$0 003182		
Type 1 Composite rate (with weighting)				\$0 005334	44%	\$0 002347
State Wide Interconnection Rate (with weighting)						\$0.000001

This model takes into consideration all types of interconnection traffic and develops a single composite rate to be applied to all MOU's on a per customer per state basis. The use of the current assumptions are felt to be reasonable and based on North Carolina sampled data. With the use of this model, it allows us to re-eval our assumptions and adjust as interconnection types change and/or as the percentages of traffic over the Type 1 interconnections change. A four month study of Type 1 interconnection traffic was used in determining the weighting factors being applied to the various Type 1 traffic. A sampling of current customer interconnection types was used to develop the percent for In Place Percentages.

As measurement capabilities are developed, the usage will be billed at the negotiated rates. As traffic studies are performed, the percentages can be adjusted. Type 1 traffic going beyond the first office of interconnection will most likely have a composite rate applied for the foreseeable future.

## Network Pricing Elements:

	SOURCE	RECURRING RATE	RIC
	TELRIC COST STUDY		
Service Order NRC			\$25.15
Service Order Listing Only			\$20.82
Central Office Interconnection Charge			\$5.31
Trip Charge			\$18.41
Outside Plant Interconnection (2-W)			\$59.75
NID Installation Charge			\$37.36
NID Connection Charge			\$18.68
Testing			\$1.42
Loop Rework Charge (2-W)			\$52.38
Trouble Isolation and Testing			\$96.75
	TELRIC COST STUDY		
1 Line		\$0.91	
2 Line		\$1.09	
	Commission Order		
Analog 2-wire	Band 1	\$15.00	\$85.00
	Band 2	\$15.00	\$85.00
	Band 3	\$15.00	\$85.00
	Band 4	\$15.00	\$85.00
	Commission Order		
Local Band	Band 1	\$7.00	\$65.00
	Band 2	\$7.00	\$65.00
	Band 3	\$7.00	\$65.00
	Band 4	\$7.00	\$65.00
	Band 5	\$7.00	\$65.00
	ISDN	ICB	
	CENTREX	ICB	
	PBS	ICB	
	DS1	ICB	
Intrastate CCL Orig*	Intrastate Access Tariff	Current tariff rate	
Intrastate CCL Term*		Current tariff rate	
RIC*		Current tariff rate	
	TELRIC COST STUDY		
(1 Line NID, 2 Wire Loop, & Basic Port)		\$1.83	
	TELRIC COST STUDY		
CCF Package *		\$0.25	\$3.21
CLASS Package *		\$7.12	\$5.78
CENTREX Package *		\$11.64	\$6.86
- 3 Way Conf/Consult/Hold Transfer		\$2.03	\$21.12
- Conf Calling - 6 Way Station Control		\$2.65	\$31.00
- Dial Transfer to Tandem Tie Line		\$0.11	\$141.86
- Direct Connect		\$0.03	\$24.28
- Meet Me Conference		\$19.18	\$44.88
- Multi-Hunt Service		\$0.09	\$27.05

11/14/97

	SOURCE	RECURRING RATE	MFC
	TELRIC COST STUDY		
	TELRIC COST STUDY		
RCF Residential		\$0.11	\$1.24
RCF Business		\$1.06	\$1.24
Call Path Residential		\$0.03	\$0.40
Call Path Business		\$0.14	\$0.40
	TELRIC COST STUDY		
		\$0.003345	\$119.76
	TELRIC COST STUDY		
DS1		Rate Varies	\$135.83
DS3		Rate Varies	\$249.16
Common		\$0.001022	N/A
	TELRIC COST STUDY		
End Office		\$0.001587	\$119.76
Tandem Switching		\$0.001145	\$119.76
Transport			
DS1		Rate Varies	\$135.83
DS3		Rate Varies	\$249.16
Common		\$0.001022	N/A
	TELRIC COST STUDY		
CROSS CONNECTION			
DS0 Elec X-Conn		\$0.94	
DS1 Elec X-Conn		\$2.91	
DS3 Elec X-Conn		\$7.85	
STP Port		\$498.97	\$308.00
STP Transport Link 56.0 Kbps SS7 Link		8.15	\$211.18
STP Transport Link 1.544 Mbps SS7 Link		8.15	\$380.00
STP Switching	TELRIC COST STUDY	\$1.08	
Multiplexing DS1 to DS0		\$400.00	\$142.00
Multiplexing DS3 to DS1		\$900.00	\$81.00
LDS Administration Service	TELRIC COST STUDY	\$0.0040	
LDS Database Transport per query	Interstate Access Tariff	\$0.0016	
LDS Database per query	Interstate Access Tariff	\$0.0006	
Toll Free Code Access Service query	Interstate Access Tariff	\$0.000498	
Toll Free Code Optional Service query	Interstate Access Tariff	\$0.001419	
DA Database Listing & Update	TELRIC COST STUDY	\$0.0050	
DA Database Query Service	TELRIC COST STUDY	\$0.0101	