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February 19, 2002

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COMMISSION
CLERK

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Approval of Amendment No. One to Master
Interconnection, Unbundling and Resale Agreement

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and five copies of the Amendment No. One to the Interconnection, Unbundling and Resale Agreement between Sprint-Florida, Incorporated and Hosting-Network, Inc., filed with the Commission on November 29, 2001, Docket No. 011614-TP.

If you have any questions on this matter, please contact my assistant Tamela Kelly at 850-599-1029.

Sincerely,

Susan S. Masterton

Susan S. Masterton

- AUS _____
- CAF _____
- CMP _____
- COM _____
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- ECR _____
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- SEC _____
- OTH _____

cc: Travis Johnson
Hosting Network, Inc.
1516 Jackson Street
Ft. Myers, FL 33901

Enclosure

cover pg

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COMMISSION CLERK

**AMENDMENT NO. ONE TO THE
MASTER INTERCONNECTION AND RESALE AGREEMENT**

BETWEEN

SPRINT-FLORIDA, INCORPORATED

AND

HOSTING-NETWORK, INC.

This Amendment No. One to the Interconnection and Resale Agreement ("Agreement") is made October 27, 2001, by and between Hosting-Network, Inc., a Florida corporation ("CLEC") and Sprint-Florida, Incorporated, a Florida corporation ("Sprint") (collectively referred to herein as "the Parties").

BACKGROUND

WHEREAS, CLEC and Sprint entered into the Agreement on April 20, 2001;

WHEREAS, the Agreement between the Parties consists of the Empire Telecom Services, Inc. Interconnection and Resale Agreement dated June 15, 2000;

WHEREAS, CLEC wishes to purchase Enhanced Extended Links (EELs) for the provision of Telecommunications Services, and Sprint is willing to provide such service; and

NOW THEREFORE, in consideration of the promises and agreements contained herein, the Parties agree as follows:

1. AMENDMENT

1.1. CLEC's Agreement, which consists of the Empire Telecom Services, Inc. Interconnection and Resale Agreement is hereby amended to include the following sections:

1.2. Combination of Network Elements

1.2.1. CLEC may order Unbundled Network Elements either individually or in the combinations of EELs as specifically set forth in this Section of the Agreement.

1.3. Definitions

1.3.1. **EEL** – Enhanced Extended Link (EEL). EEL for purposes of this Agreement refer to the existing unbundled network elements,

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specifically NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.

1.4. General Terms and Conditions

- 1.4.1. Sprint will allow CLEC to order each Unbundled Network Element individually in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network.
- 1.4.2. Sprint will provide CLEC access to EELs as provided in this Agreement. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use EELs to provide a telecommunications service under this Agreement. Any request by CLEC for Sprint to provide combined UNE's that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Attachment III, Section 3 of the Adopted Agreement and made available to CLEC upon implementation by Sprint of the necessary operational modifications.
- 1.4.3. The provisioning of EELs combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.

1.5 Specific Combinations and Pricing

- 1.5.1 In order to facilitate the provisioning of EELs Sprint shall support the ordering and provisioning of these specific combinations as set forth below.
- 1.5.2 The Parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Ordering and provisioning for EELs will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications.
- 1.5.3 Sprint offers the following combinations of network elements.

1.5.3.1 EEL is the combination of the NID, Loop, and Dedicated Transport network elements. The EEL allows CLEC to serve a customer by extending a customer's loop from the end office serving that customer to a different end office in which the CLEC is already collocated.

1.5.3.2 Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein to provide EEL at the applicable recurring and non-recurring charges as specified in Attachment 1 for EEL, the applicable recurring and nonrecurring charges for cross connects and Service Order Charges. Sprint will provide cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between Sprint central offices) for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.

1.5.3.3 Multiplexing shall be provided as necessary as part of dedicated transport.

1.5.3.4 In order to obtain EELs a requesting carrier must be providing a "significant amount of local exchange service" over the proposed EEL to the end user customer, as that phrase is defined by the FCC.

1.5.3.5 Notwithstanding the above limitations, pursuant to Attachment III, Section 6 of the Adopted Agreement, Sprint will offer EELs where the component UNEs are not previously or currently combined where Sprint is not required to provide local switching for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

2. GENERAL

2.1. Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

2.2. This Amendment No. One executed by authorized representatives of Sprint and CLEC is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and CLEC has caused this Amendment No. One to be executed by its duly authorized representatives.

"Sprint"

By: 

Name (typed): William E. Cheek

Title: Vice President- Sales and Account Management

Date: 10/23/01

"CLEC"

By: 

Name: Travis Johnson

Title: CTO

Date: 10/19/01