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December 22, 2005

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

050978-TP

Re: Approval of Interconnection, Unbundling, Collocation and Resale
Agreement with BellSouth Long Distance, Inc.

Dear Ms. Bayó:

Please find enclosed for approval and filing an original and two copies of the
Interconnection, Unbundling, Resale and Collocation Agreement between Sprint-Florida,
Incorporated and BellSouth Long Distance, Inc.

If you have any questions on this matter, please contact me at 850-599-1276.

Sincerely,

Nancy Schnitzer

cc: Christine Watson
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace
Suite 350
Atlanta, GA 30346-1227

Enclosure

DOCUMENT NUMBER-DATE

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**INTERCONNECTION AND RESALE AGREEMENT
FOR THE STATE OF FLORIDA**

BellSouth Long Distance, Inc.

and

Sprint – Florida, Incorporated

Effective December 19, 2005

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INTERCONNECTION AND RESALE AGREEMENT

This Interconnection, Collocation and Resale Agreement (the "Agreement" is entered into by and between BellSouth Long Distance, Inc. ("BSLD"), a Delaware corporation, and Sprint – Florida, Incorporated ("Sprint"), a Florida corporation, to establish the rates, terms and conditions for local interconnection and local resale services (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide these services; 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 (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Commission; and

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

Now, therefore, in consideration of the terms and conditions contained in this Agreement, CLEC and Sprint hereby mutually agree as follows:

PART A - DEFINITIONS

1. DEFINED TERMS

- 1.1. Capitalized terms defined in this Section shall have the meanings as set forth in this Agreement. Other terms used but not defined will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point ("PSAP"). Basic 911 service collects 911 calls from one or more switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Act" means the Communications Act of 1934, as amended.
- 1.5. "Affiliate" is as defined in the Act.
- 1.6. "Automated Message Accounting" ("AMA") is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.
- 1.7. "Automatic Location Identification" ("ALI") means a feature that provides the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.
- 1.8. "Automatic Location Identification/Data Management System" ("ALI/DMS") means the emergency service ("E911/911") database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.
- 1.9. "Automatic Number Identification" ("ANI") is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.10. "Automatic Route Selection" ("ARS") is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.11. "ATU - C" refers to an ADSL Transmission Unit - Central Office.

- 1.12. "Busy Line Verify/Busy Line Verify Interrupt" ("BLV/BLVI") means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.13. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.14. "Business Line" is a Sprint-owned switched access line used to serve a business customer, whether by Sprint or by a competitive LEC that leases the line from Sprint. The number of business lines in a Wire Center shall equal the sum of all Sprint business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Sprint end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines."
- 1.15. "Carrier Access Billing System" ("CABS") is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.16. "Central Office Building" or "Building" shall mean a structure (not including a controlled environment vault ("CEV")) housing Sprint equipment that is under the control of Sprint and for which Sprint has the right to grant access and/or occupation by third parties.
- 1.17. "Central Office Switches" - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.17.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.17.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.17.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.18. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

- 1.19. "CLASS/LASS" (Telcordia Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.20. "Commission" means the Florida Public Service Commission.
- 1.21. "Common Channel Signaling" ("CCS") is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.22. "Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Sprint's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
- 1.23. "Confidential and/or Proprietary Information" has the meaning set forth in Section 14 of Part A - General Terms and Conditions.
- 1.24. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.25. "Copper Loop" is a stand-alone local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade copper Loops, digital copper Loops (*e.g.*, DS0s and integrated services digital network lines), as well as two-wire and four-wire copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper Loops are in service or held as spares. The copper Loop includes attached electronics using time division multiplexing technology, but does not include packet switching capabilities.
- 1.26. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.27. "Customer Proprietary Network Information" ("CPNI") is as defined in the Act.
- 1.28. "Database Management System" ("DBMS") is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.29. "Day" means calendar days unless otherwise specified.
- 1.30. "Dedicated Transport" includes Sprint transmission facilities between Wire Centers or switches owned by Sprint, or between Wire Centers or switches owned by Sprint and switches owned by CLEC, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

- 1.31. "Demarcation Point" is that point on the loop where Sprint's control of the facility ceases and the End User's control of the facility begins.
- 1.32. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.33. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.34. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.35. "DS1 Loop" is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 1.36. "DS3 Loop" is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.
- 1.37. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.38. "Duct" is a single enclosed path to house facilities to provide Telecommunications Services.
- 1.39. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.40. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.41. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.42. "Emergency Service Number" ("ESN") is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.43. "End User" means the ultimate user of Telecommunications Services.
- 1.44. "Enhanced Extended Link" ("EEL") for purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Sprint Network.
- 1.45. "Exchange Message Interface System" ("EMI") is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance

for Telecommunications Industry Solutions).

- 1.46. "End Date" is the date this Agreement terminates as referenced in 5.1.
- 1.47. "Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
- 1.48. "FCC" means the Federal Communications Commission.
- 1.49. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.50. "High Frequency Portion of the local Loop" ("HFPL") is defined as the frequency range above the voice band on a copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Sprint to the end-user customer.
- 1.51. "Hybrid Loop" means a Local Loop comprised of both fiber optic cable, usually in the feeder plant, and copper wire or cable usually in the distribution plant.
- 1.52. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.
- 1.53. "Interexchange Carrier" ("IXC") means a provider of interexchange Telecommunications Services.
- 1.54. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.55. "ISP-Bound Traffic," for the purposes of this Agreement, is defined as traffic that is transmitted to an Internet Service Provider ("ISP") consistent with the ISP Remand Order.
- 1.56. "Inner Duct" or "Conduit" shall mean any passage or opening in, on, under, over or through the Sprint Central Office Building cable or conduit systems.
- 1.57. "Line Information Data Base" ("LIDB") means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.58. "Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the Demarcation Point (e.g. Network Interface Device) at a customer's

premises, to which CLEC is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer premises. Local loops include copper loops, hybrid loops, DS1 loops, DS3 loops, FTTC Loops and FTTH Loops.

- 1.59. "Local Number Portability" ("LNP") means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.60. "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.61. "Local Traffic" for the purposes of this Agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Sprint tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 1.62. "Mobile Wireless Service" means any mobile wireless telecommunications service, including any commercial mobile radio service.
- 1.63. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.64. "Multiple Exchange Carrier 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 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 Telcordia 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.
- 1.65. "National Emergency Number Association" ("NENA") is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.66. "Network Element" is as defined in the Act.
- 1.67. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

- 1.68. "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 NANP. 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.
- 1.69. "NXX," "NXX Code," "COC," "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 NANP.
- 1.70. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.71. "Operator Services" provides for:
- 1.71.1. operator handling for call completion (e.g., collect calls);
 - 1.71.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.71.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.72. "Outside Cable Duct" shall mean any space located outside the Central Office Building and owned by or under the control of Sprint through which Sprint runs its cable, conduit or other associated facilities.
- 1.73. "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 CLEC, including provisioning and repair, at least equal in quality to 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 CLEC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.74. "P.01 Transmission Grade Of Service" ("GOS") means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

- 1.75. "Parties" means, jointly, Sprint and CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.76. "Party" means either Sprint or CLEC, and no other entity, affiliate, subsidiary or assign.
- 1.77. "Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.78. "Point of Interconnection" ("POI") is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks.
- 1.79. "Premises" is as defined in 47 C.F.R. 51.5.
- 1.80. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:
 - 1.80.1. Composition of the loop material, i.e. fiber optics, copper;
 - 1.80.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
 - 1.80.2.1. Digital Loop Carrier ("DLC") or other remote concentration devices;
 - 1.80.2.2. Feeder/distribution interfaces;
 - 1.80.2.3. Bridge taps;
 - 1.80.2.4. Load coils;
 - 1.80.2.5. Pair gain devices; or
 - 1.80.2.6. Disturbers in the same or adjacent binders.
 - 1.80.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
 - 1.80.4. Wire gauge or gauges; and
 - 1.80.5. Electrical parameters.
- 1.81. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.82. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have

been assigned to Sprint or CLEC for its provision of Basic Exchange Telecommunications Services. The “rate center point” is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The “rate center area” is the exclusive geographic area identified as the area within which Sprint or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

- 1.83. “Routing Point” means a location which Sprint or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Practice BR 795-100-100, the Routing Point may be an “End Office” location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Telcordia Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)MD or X(x) in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Telcordia document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.
- 1.84. “Small Exchange Carrier Access Billing” (“SECAB”) means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.85. “Selective Routing” is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.86. “Signaling Transfer Point” (“STP”) means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.87. “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.
- 1.88. “Street Index Guide” (“SIG”) is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by

the counties or their agents to Sprint.

- 1.89. "Switch" means a Central Office Switch as defined in this Part A.
- 1.90. "Synchronous Optical Network" ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.91. "Tandem Office Switches," "Tandem," and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.92. "Tariff" means 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.
- 1.93. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.94. "Tier 1" Wire Centers are those Sprint Wire Centers that contain at least four fiber-based collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Sprint tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs.
- 1.95. "Tier 2" Wire Centers are those Sprint Wire Centers that are not Tier 1 Wire Centers but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.
- 1.96. "Tier 3" Wire Centers are those Sprint Wire Centers that are not Tier 1 or Tier 2 Wire Centers.
- 1.97. "Telecommunications" is as defined in the Act.
- 1.98. "Telecommunications Carrier" is as defined in the Act.
- 1.99. "Telecommunications Service" is as defined in the Act.
- 1.100. "Transit Service" means the delivery of Transit Traffic.
- 1.101. "Transit Traffic" means Local Traffic or ISP-Bound Traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network or that is originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.
- 1.102. "Wholesale Service" means Telecommunication Services that Sprint provides at retail to subscribers who are not telecommunications carriers as set forth in 47

USC § 251(c)(4) which Sprint provides to resellers at a wholesale rate.

- 1.103. "Wire center" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.
- 1.104. "xDSL" refers to a generic term for a series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

- 2.1. This Agreement, including Parts A through K, Tables One and Two and exhibits, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined in this Agreement will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

3. NETWORK CHANGES

- 3.1. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Sprint may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. Sprint agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers, which may result from such discontinuance of service.

4. REGULATORY APPROVALS

- 4.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. Sprint and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. 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.
- 4.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the

Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) days of the date of the notice to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- 4.3. Notwithstanding any other provision of this Agreement to the contrary Section 4.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this 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, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules. Sprint may charge rates to CLEC under this Agreement that are approved by the Commission in a generic cost proceeding, whether such action was commenced before or after the Effective Date of this Agreement, as of the effective date of the Commission decision.
- 4.4. In the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, Sprint determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to CLEC under this Agreement, then Sprint may request renegotiation of this Agreement or an amendment to this Agreement pursuant to Section 4.2.
- 4.5. Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Act and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

5. TERM AND TERMINATION

- 5.1. This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two years until December 18, 2007 ("End Date"), unless earlier terminated in accordance with this Section 5, provided however that if CLEC has any outstanding past due obligations to Sprint for services covered under a previous, similar agreement, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before CLEC has established

a customer account with Sprint and has completed the Implementation Plan described in this Agreement.

- 5.2. In the event of either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part if 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 sixty (60) Days after written notice thereof. The non-defaulting Party may pursue all available legal and equitable remedies for such breach.
- 5.3. Unless both parties agree to extend implementation, Sprint may terminate this Agreement upon thirty (30) Days notice if CLEC is not exchanging traffic with Sprint or has not submitted orders pursuant to this Agreement within one hundred eighty (180) Days of the Effective Date.
- 5.4. Sprint reserves the right to terminate this Agreement immediately upon notice from the CLEC that it has ceased doing business in this state. In addition to notice from CLEC, Sprint may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and may terminate this Agreement upon 30 days notice and without objection from CLEC. Should CLEC object to Sprint's evaluation of CLEC's operating status or the publicly available information, the Parties agree that the Dispute Resolution processes in section 24 of this Agreement will apply.
- 5.5. 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 in this Agreement to survive termination.
- 5.6. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon ninety (90) Days prior written notice.

6. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS

- 6.1. No later than one-hundred sixty (160) Days prior to the End Date, CLEC will provide Sprint notice to commence negotiations pursuant to Sections 251 and 252 of the Act for terms, conditions and rates for a successor agreement to be effective on or before the End Date.
- 6.2. In the event that this Agreement expires under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations, it is the intent of the Parties to provide in this Section for post-expiration interim

service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.3, 5.4 and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted under the terms consistent with those in this Agreement after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request.

- 6.3. In the event that on the End Date the Parties have not executed a successor agreement and Section 6.2 does not apply, Sprint will continue to provide services pursuant to one of the following:
- 6.3.1. Such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist; or
 - 6.3.2. An existing agreement between Sprint and another carrier adopted by CLEC for the remaining term of that agreement. If CLEC fails to designate an agreement under this subsection, then Sprint may designate such agreement.

7. CHARGES AND PAYMENT

- 7.1. In consideration of the services provided by Sprint under this Agreement, CLEC shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Part J.
- 7.2. Subject to the terms of this Agreement, the Parties shall pay invoices within thirty (30) days from the Bill Date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under Section 7.4. If the payment due date is a Saturday, Sunday or a bank holiday designated by the Federal Reserve Bank (New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas) payment shall be made the next business day.
- 7.2.1. If an undisputed invoice is not paid within sixty (60) days after the bill date, Sprint will provide prior written notice to CLEC that, if an invoice is not paid within sixty (60) days after the original bill date, Sprint will suspend processing new orders and cancel any pending orders.
 - 7.2.2. If the account remains delinquent ninety (90) Days after the bill date, Sprint will terminate all services under this Agreement.

- 7.3. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be submitted on the dispute form to the Sprint National Dispute Center, or appropriate equivalent center, no later than ninety (90) days after the due date of the related invoice.
- 7.3.1. If the dispute is resolved in favor of the CLEC and the CLEC has paid the disputed amount, the CLEC will receive a credit from Sprint for the disputed amounts.
- 7.4. Sprint will assess late payment charges to CLEC until the amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of
- 7.4.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date the customer actually makes the payment to Sprint, or
- 7.4.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date CLEC actually makes the payment to Sprint.
- 7.5. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with Section 37.

8. AUDITS AND EXAMINATIONS

- 8.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld. Upon mutual agreement of the Parties, the Audit may be conducted by a third party independent auditor. The Dispute Resolution provisions of this Agreement shall be used to resolve disputes concerning requests for audits or examinations or the

results of the audits or examinations.

- 8.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to request that an Audit be performed by a third party independent auditor, or to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 8.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 8.3, 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 or Examination.
- 8.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with Section 7.3.1 above.
- 8.5. Neither such right to examine and 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.
- 8.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

- 9.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Intellectual property includes, without limitation, patent, copyright, trade mark, trade secrets, and other proprietary rights. Each Party grants to the other party a limited license to its intellectual property solely to the extent necessary for the use of any facility or

equipment (including software) or for the receipt of services as provided under this Agreement. Except for such limited license to use its intellectual property, 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.

- 9.2. CLEC acknowledges that its right under this Agreement for Local Interconnection with Sprint's network and to unbundled and/or combine Sprint's Network Elements may be subject to or limited by intellectual property rights and contract rights of third parties. Sprint agrees to use its best efforts to obtain for CLEC, third party intellectual property rights, under commercially reasonable terms, to each unbundled network element necessary for CLEC to use such unbundled network element in the same manner as Sprint.
- 9.3. Sprint shall have no obligations to attempt to obtain for CLEC any third party intellectual property right(s) that would permit CLEC to use any unbundled network element in a different manner than used by Sprint.
- 9.4. To the extent not prohibited by a contract with the vendor of the network element sought by CLEC that contains intellectual property licenses, Sprint shall reveal to CLEC the name of the vendor, the intellectual property rights licensed to Sprint under the vendor contract and the terms of the contract (excluding cost terms). Sprint shall, at CLEC's request, contact the vendor to attempt to obtain permission to reveal additional contract details to CLEC.
- 9.5. All costs associated with the extension of third party intellectual property rights to CLEC pursuant to Section 9.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing the unbundled network element to which the intellectual property rights relate and apportioned to all requesting carriers using that unbundled network element including Sprint. All costs will be determined using a cost-based method in accordance with Applicable Rules as defined in Section 4.2.
- 9.6. Sprint hereby conveys no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning CLEC's rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with CLEC's use of other functions, facilities, products or services furnished under this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the third party intellectual property rights Sprint agrees in Section 9.2 to use its best efforts to obtain.
- 9.7. Sprint shall indemnify, defend and hold CLEC harmless, at Sprint's expense, against any claim, suit or proceeding resulting from, relating to or arising out of a claim that any use of the material, work product, deliverables, software and/or services constitutes an infringement or contributory infringement of a patent, copyright, trademark or other proprietary right, or misappropriation of a trade

secret of a third party. Sprint's obligation to indemnify shall include, without limitation, an obligation to pay costs including, but not limited to, reasonable attorneys' fees, expert witnesses' fees, expenses, and damages awarded to third parties. Sprint may settle, at Sprint's sole expense, any claim, suit or other action for which Sprint is responsible under this section provided that such settlement shall not limit, unduly interfere with or otherwise adversely affect the rights herein granted to CLEC or Sprint's obligations under this Agreement or impose any additional liability on CLEC. CLEC reserves the right to employ counsel at its own expense and participate in the defense and/or settlement of any claim.

9.7.1. CLEC shall notify Sprint of any claim of infringement it becomes aware of and for which it believes Sprint is responsible under this section. CLEC shall provide Sprint with reasonable assistance in the defense of any such claim. Within thirty (30) days from receipt of notice from CLEC of an alleged infringement claim, Sprint shall acknowledge receipt of such notice to CLEC in writing and provide CLEC its position with respect to the allegations.

9.7.2. Upon notice of an alleged infringement or if in Sprint's opinion such a valid claim is likely, or alternatively, if CLEC's rights hereunder are restricted by Sprint or a valid court order, then Sprint shall at its option and sole expense:

9.7.2.1. procure the right to continue using the alleged infringing material;

9.7.2.2. replace the material with non-infringing material which is equivalent in features, functionality and quality; or

9.7.2.3. modify the material to make it non-infringing while retaining all original features, functionality and quality.

9.7.3. If the options under 9.7.2 are not commercially reasonable, then Sprint shall:

9.7.3.1. discontinue providing such Telecommunication Service or Network Elements to the CLEC,

9.7.3.2. refund to CLEC any fees for the Telecommunication Services or Network Elements paid in advance of the rendering thereof, and

9.7.3.3. reduce the costs paid by CLEC that are attributable to the discontinued Telecommunication Services or Network Elements.

9.8 Intellectual Property Indemnification Limitations. Sprint's obligations under Section 9.7 above will not apply to the extent that the infringement or violation is caused by:

- 9.8.1 a modification to Sprint-provided software, equipment, or Services by CLEC or any person or entity acting on CLEC's behalf without authorization or approval from Sprint;
- 9.8.2 software, equipment or services of a third party not provided by Sprint;
- 9.8.3 the combination of Sprint-provided products or services by CLEC or any person or entity acting on CLEC's behalf, with other third party products without authorization or approval from Sprint;
- 9.8.4 functional or other specifications that were provided by or requested in writing by CLEC; or
- 9.8.5 CLEC's continued use of infringing Telecommunication Services or Network Elements after Sprint provides reasonable notice and cure to Customer regarding the infringement.

10. LIMITATION OF LIABILITY

- 10.1. Except to the extent caused by a party's gross negligence or willful misconduct and 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 except that the foregoing shall not limit a Party's obligation under Section 11 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, and except for a Party's obligation under Section 11 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties and except for in the case of the provisioning Party's gross negligence or willful misconduct, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

11. GENERAL INDEMNIFICATION

- 11.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.

- 11.2. CLEC shall indemnify and hold harmless Sprint from all claims by CLEC's subscribers except for those caused by the gross negligence or willful misconduct of Sprint.
- 11.3. Sprint shall indemnify and hold harmless CLEC from all claims by Sprint's subscribers except for those caused by the gross negligence or willful misconduct of the CLEC.
- 11.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 11.5. 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.
- 11.6. 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 promptly 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.
- 11.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 11.8. 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
 - 11.8.1. 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, and
 - 11.8.2. Consequential Damages (as defined in Section 10 above).

12. **BRANDING**

- 12.1. CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which Sprint may directly communicate with CLEC subscribers. In

those instances where CLEC requests that Sprint personnel interface with CLEC subscribers, such Sprint personnel shall inform the CLEC subscribers that they are representing CLEC or such brand as CLEC may specify.

- 12.2. Other business materials furnished by Sprint to CLEC subscribers shall bear no corporate name, logo, trademark or trade name.
- 12.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 12.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with CLEC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 12.5. This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

13. REMEDIES

- 13.1. 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 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.

14. CONFIDENTIALITY AND PUBLICITY

- 14.1. 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, technical, financial, marketing, staffing and business plans and information, strategic information, proposals for negotiations pursuant to Section 251 of the Act, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 14.2. During the term of this Agreement, and for a period of two (2) years thereafter, Recipient shall

- 14.2.1. use it only for the purpose of performing under this Agreement,
 - 14.2.2. 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
 - 14.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
 - 14.2.4. Thereafter, the Parties' obligations hereunder survive and continue in effect with respect to any information that is a trade secret under applicable law.
- 14.3. Recipient shall have no obligation to safeguard Confidential Information
- 14.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 14.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
 - 14.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 14.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 14.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.
- 14.5. Each Party agrees that in the event of a breach of this Section 14 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 14.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section 14.6 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.

- 14.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring 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.
- 14.8. Except as otherwise expressly provided in this Section 14, 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 § 222 of the Act.

15. DISCLAIMER OF WARRANTIES

- 15.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

16. ASSIGNMENT AND SUBCONTRACT

- 16.1. 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 may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed CLEC or Sprint 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.
- 16.2. Except as provided in Section 16.1, 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.

17. GOVERNING LAW

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

18. RELATIONSHIP OF PARTIES

18.1. It is the intention of the Parties that each Party shall be an independent contractor 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.

19. NO THIRD PARTY BENEFICIARIES

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

20. NOTICES

20.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to
Sprint: Emeric Kapka
Director, Interconnection
Management
6000 Sprint Parkway
KSOPHP0512 - 5A225
Overland Park, KS 66251

If to
CLEC: Mario L. Soto, President
BellSouth Long Distance, Inc.
400 Perimeter Center Terrace
Suite 350
Atlanta, GA 30346-1227

With a
copy to: General Counsel
BellSouth Long Distance, Inc.
2180 Lake Blvd NE
Suite 12D33
Atlanta, GA 30319-6004

20.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or

communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

21. WAIVERS

- 21.1. 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.
- 21.2. 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.
- 21.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

22. SURVIVAL

- 22.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 7, 8, 9, 10, 11, 14, 19, 21, and 24.

23. FORCE MAJEURE

- 23.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 23 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. Subject to Section 4.4 hereof, 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 delayed 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 CLEC.

24. DISPUTE RESOLUTION

- 24.1. Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the 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, if any, for the costs of the expert(s) or facilitator(s). 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. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.
- 24.2. If any matter is subject to a dispute between the Parties, the disputing Party shall, within a reasonable time period, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.
- 24.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who 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, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 24.4. After such period either Party may file a complaint with the FCC or the Commission.

25. COOPERATION ON FRAUD

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

26. TAXES

- 26.1. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for

the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

- 26.2. Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
 - 26.2.1. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
 - 26.2.2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 26.3. Taxes and Fees Imposed on Purchasing Party but Collected And Remitted By Providing Party.
 - 26.3.1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
 - 26.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
 - 26.3.3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
 - 26.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any

refund or recovery.

- 26.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
 - 26.3.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
 - 26.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 26.4. Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 26.4.1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
 - 26.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
 - 26.4.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
 - 26.4.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or

to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 26.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
 - 26.4.6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
 - 26.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.
- 26.5. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

27. AMENDMENTS AND MODIFICATIONS

- 27.1. 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.

28. SEVERABILITY

- 28.1. Subject to Section 4.2, if any part of this Agreement is held to be invalid, void or unenforceable 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 and shall in no way be affected, impaired or invalidated thereby.

29. HEADINGS NOT CONTROLLING

29.1. The headings and numbering of Sections and Parts 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.

30. ENTIRE AGREEMENT

30.1. This Agreement, including all Parts and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, subject only to the terms of any applicable tariff on file with the state Commission or the FCC, 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.

31. SUCCESSORS AND ASSIGNS

31.1. Subject to the terms of this Agreement, Sprint and CLEC agree this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

32. IMPLEMENTATION PLAN

32.1. This Agreement sets forth the overall standards of performance for the 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") which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party's obligations hereunder.

32.2. Dispute Resolution. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part B Section 24.

33. FEDERAL JURISDICTIONAL AREAS

33.1. Article 1, § 8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (Federal Enclaves). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. The Parties agree that Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent Sprint has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs such contract will govern Telecommunications Services on such Federal Enclave. If the

contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, Sprint will provide CLEC with information regarding the provision of service on the Federal Enclave.

34. MULTIPLE COUNTERPARTS

- 34.1. This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

PART C - GENERAL PRINCIPLES

35. USE OF FACILITIES

35.1. In situations where a competitive LEC has the use of the facilities (i.e., local loop) to a specific customer premise, either through resale of local service or the lease of the local loop as an Unbundled Network Element, and Sprint receives a good faith request for service from a customer at the same premise or from another carrier with the appropriate customer authorization, the procedures below will apply.

35.1.1. Sprint will process such orders and provision services consistent with the terms contained in Section 56, of this Agreement.

35.1.2. Where CLEC is using a single facility to provide service to multiple end user customers, Sprint will not disconnect that facility as a result of the following procedures.

35.1.3. Sprint will follow methods prescribed by the FCC and any applicable state regulation for carrier change verification.

35.1.4. Customer with Existing Service Changing Local Service Provider

35.1.4.1. In situations where a competitive LEC submits an order for an end user customer that is changing local service providers for existing service, and is not adding service (i.e., an additional line), Sprint will process the service request without delay, and provide the losing competitive LEC a customer loss notification consistent with industry standards.

35.1.5. Customer with Existing Service Adding New Service

35.1.5.1. In situations where an order is submitted for an end user customer adding service to existing service (i.e., an additional line), the order should be marked as an additional line and existing facilities will not be affected.

35.1.6. Customer Requesting New Service where Previous Customer has Abandoned Service

35.1.6.1. The following applies in the case where an end user customer vacates premises without notifying the local service provider and a new end user customer moves into the vacated premises and orders new service from a local service provider and neither Sprint nor the previous local service provider are aware that the original end user customer has abandoned the service in place.

- 35.1.6.2. When a carrier requests service at a location and marks the order as abandoned and CLEC is the previous local service provider, Sprint shall notify CLEC via fax that it has had a request for service at the premise location that is currently being served by CLEC;
- 35.1.6.3. If available to Sprint, Sprint shall include the name and address of the party receiving service at such locations, but at a minimum shall provide local service address location information;
- 35.1.6.4. If CLEC does not respond within twenty-four (24) business hours after receiving Sprint's notification or if CLEC responds relinquishing the facilities, Sprint shall be free to use the facilities in question and Sprint shall issue a disconnect order with respect to the CLEC service at that location. If CLEC responds stating that the service is working and should not be disconnected, Sprint will notify the carrier ordering service and request verification of the address and location or the submission of an order for an additional line.

36. PRICE SCHEDULE

- 36.1. All prices under this agreement are set forth in the attachments designated Table One and Table Two of this Agreement, are in accordance with the Act, and are hereby incorporated into, and made a part of, this Agreement.
- 36.2. Subject to the provisions of Part B, Section 4 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.
- 36.3. Local Service Resale
 - 36.3.1. The rates that CLEC shall pay to Sprint for Local Resale are as set forth in Table One of this Agreement and shall be applied consistent with the provisions of Part D of this Agreement.
- 36.4. Call Related Databases
 - 36.4.1. The charges that CLEC shall pay to Sprint for Call Related Databases purchased pursuant to Part I are set forth in Table One of this Agreement.

37. SECURITY DEPOSIT

- 37.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it

is made more than thirty (30) Days after the bill date.

- 37.2. The security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other form of security acceptable to Sprint.
- 37.3. If a security deposit is required in accordance with section 37.1 on a new account, CLEC will remit such security deposit prior to inauguration of service. If a security deposit is requested for an existing account, payment of the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 37.4. The security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.
- 37.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor is it a waiver or modification of the regular practices of Sprint for the discontinuance of service for non-payment of any sums due Sprint.
- 37.6. Sprint may increase the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within 30 days of the request, Sprint may stop processing orders for service and CLEC will be considered in breach of the Agreement.
- 37.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC. Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
 - 37.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) Days past due; or
 - 37.7.2. when CLEC files for protection under the bankruptcy laws; or
 - 37.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) Days;
 - 37.7.4. when this Agreement expires or terminates;
 - 37.7.5. any letter of credit issued hereunder or any bank issuing a letter of credit hereunder (each, a "Letter of Credit Bank") fails to meet the terms, conditions, and requirements set forth in this Section 39; or
 - 37.7.6. CLEC fails to provide Sprint with a replacement letter of credit on the terms set forth herein at least 10 business days prior to the expiration of any letter of credit issued to Sprint hereunder.

- 37.8. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. Sprint will pay interest on cash deposits at the prime rate, as quoted in the Wall Street Journal on the first business day of every month, to be compounded monthly, of the cash deposit at the time the cash deposit is either credited to CLEC's account or when the cash deposit is returned to CLEC. No interest will accrue or be paid on letters of credit. Cash or cash equivalent security deposits will be credited to CLEC's account when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.
- 37.9. Any letter of credit issued to Sprint hereunder must meet the following requirements:
- 37.9.1. The bank issuing any letter of credit hereunder (the "Letter of Credit Bank") must maintain a minimum credit rating of A (by Standard & Poors) or A2 (by Moody's). If CLEC proposes that the letter of credit be issued by a bank that is not so rated by Standard & Poors or Moody's, then CLEC must obtain the prior written approval of such bank by Sprint.
- 37.9.2. The original letter of credit shall be in such form and on terms that are acceptable to Sprint and must include an automatic one-year extension.
- 37.9.3. If CLEC receives notice from the Letter of Credit Bank of any non-renewal of a letter of credit issued hereunder, then CLEC shall promptly notify Sprint of such notice of non-renewal. Not later than 10 business days prior to the expiration of the expiring letter of credit, CLEC shall provide Sprint a replacement letter of credit on substantially identical terms to the expiring letter of credit (or such other terms as are acceptable to Sprint). If CLEC provides a replacement letter of credit not later than 10 business days prior to the expiration of the expiring letter of credit, then Sprint shall not make a drawing under the expiring letter of credit. Upon receipt of a replacement letter of credit meeting the requirements set forth in this Agreement, Sprint will provide the original, expiring letter of credit to CLEC.
- 37.9.4. If CLEC desires to replace any letter of credit issued to Sprint hereunder, whether due to non-renewal or otherwise, each such replacement letter of credit and the Letter of Credit Bank issuing such replacement letter of credit must meet the terms, conditions and requirements set forth in this Section 36.

PART D - LOCAL RESALE

38. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

38.1. At the request of CLEC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to CLEC for resale Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Sprint to CLEC pursuant to this Part D are collectively referred to as "Local Resale." To the extent that this Part describes services which Sprint shall make available to CLEC for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

39. GENERAL TERMS AND CONDITIONS

39.1. The prices charged to CLEC for Local Resale are the Sprint tariff retail prices, discounted as set forth in Part C of this Agreement.

39.1.1. Voluntary Federal and State Subscriber Financial Assistance Programs

39.1.1.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America.

39.1.1.2. The Parties agree to work together to identify processes for End User certification, ordering, provisioning, billing, reimbursement, record keeping or other regulatory requirements related to services that are included in Federal or State financial assistance programs that will be resold by CLEC.

39.1.2. Sprint shall offer for resale to CLEC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide CLEC with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.

39.1.3. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the end-user customer's agreement with Sprint

will terminate and any applicable termination liabilities will be charged to the end-user customer. The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date CLEC commences to provide service to the end-user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. Sprint will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with section 39.1.

- 39.1.3.1. Upon a final decision from the Florida Public Service Commission in Docket No. 041464 or if the FL PSC renders any other decision relating to the treatment of or compensation for Contract Service Arrangements, the parties agree to amend and modify pursuant to Section 4 of this Agreement to conform to the decision. By agreeing to this provision, neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the treatment of or compensation for Contract Service Arrangements.
- 39.1.4. Customer Owned Coin Operated Telephone (COCOT) or Pay Telephone Access lines will not be resold to payphone service providers at wholesale prices under this Agreement.
- 39.1.5. For Telecommunications Services that are offered by Sprint to its end users and that are available for resale, the rules and regulations associated with Sprint's retail tariff(s) shall apply when the services are resold by CLEC. Use limitations shall be in parity with services offered by Sprint to its end users.
- 39.1.6. Except as set forth above and as may be allowed by the FCC or Commission, Sprint shall not place conditions or restrictions on CLEC's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers) and for promotions of ninety (90) Days or less in length. In addition, CLEC shall be prohibited from marketing its products using the Sprint product name (e.g., CLEC may purchase the features package called "Sprint Essential" but shall be prohibited from reselling this product using the Sprint brand name or the Sprint product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Sprint will make wholesale telecommunications service offerings available for all new regulated services at the same time the retail service becomes available.
- 39.1.7. Voice Mail Service is not a Telecommunications Service under this Agreement. Sprint will; however, make voice mail and the following feature capabilities available to CLEC at retail rates for resale where

available:

- 39.1.7.1. Station Message Desk Interface-Enhanced (SMDI-E) or Station Message Desk Interface (SMDI) where SMDI-E is not available.
 - 39.1.7.2. Message Waiting Indicator (MWI) interrupted dial tone and message waiting light.
 - 39.1.7.3. Call Forward on Busy/Don't Answer (CF-B/DA), Call Forward on Busy (CF/B), and Call Forward Don't Answer (CF/DA).
- 39.1.8. Hospitality Service. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 39.1.9. LIDB Administration
- 39.1.9.1. Sprint shall maintain customer information for CLEC customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the CLEC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.
 - 39.1.9.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as CLEC's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.
- 39.1.10. Sprint will continue to provide Primary Interexchange Carrier ("PIC") processing for end-users obtaining resold service from CLEC. Sprint will bill and CLEC will pay any PIC change charges. Sprint will only accept said requests for PIC changes from CLEC and not from CLEC's end users.

PART E - NETWORK ELEMENTS

This Part E is reserved for future negotiation and use by the Parties.

PART F - INTERCONNECTION

40. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

40.1. The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

40.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of ISP-bound traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

40.1.1.1. The Parties agree to initially use two-way trunks (one-way, directionalized). The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.

40.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.

40.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

40.2. Points of Interconnection

40.2.1. Point of Interconnection. Unless interconnecting with Sprint on an indirect basis subject to Section 60, CLEC must establish a minimum of one POI within each LATA, at any technically feasible point, on Sprint's network. To the extent Sprint's network contains multiple tandems in the LATA, CLEC must interconnect at each tandem where it wishes to exchange (i.e. receive or terminate) traffic with Sprint.

40.2.1.1. CLEC must establish a direct end office trunk at a Sprint end office when total traffic volumes exchanged between that particular Sprint end office and CLEC exceeds a DS1 equivalent.

40.2.1.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. Sprint reserves the right to provide its own transport to CLEC's network for the delivery of Sprint originated traffic as provided for herein.

- 40.2.1.3. Each Party is financially responsible for transporting its originated traffic to the POI, subject to Section 56.6.
- 40.2.1.4. For construction of new facilities when the Parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the “controlling carrier” for purposes of MECOD guidelines, as described in the joint implementation plan. Sprint will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other party for any portion of those facilities.
- 40.2.1.5. If third party (*i.e.* Competitive Access Provider or “CAP”) leased facilities are used for interconnection, the POI will be defined as the Sprint office in which the third party’s leased circuit terminates.

40.3. Technical Requirements for Interconnection

40.3.1. Interconnection at the Sprint Tandem

- 40.3.1.1. Interconnection to Sprint Tandem Switch(es) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
- 40.3.1.2. Interconnection to a Sprint Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.
- 40.3.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint’s end offices.

40.3.2. Interconnection at the Sprint End Office

- 40.3.2.1. Interconnection to Sprint End Office Switch will provide CLEC local interconnection for local service purposes to the Sprint NXX codes served by that end office and any Sprint NXXs served by remotes that subtend those End Offices.

41. INTERCARRIER COMPENSATION

41.1. Compensation for Local Traffic Transport and Termination

41.1.1. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

41.1.1.1. In a meet point arrangement, when calls from CLEC are terminating on Sprint's network through the Sprint Tandem Switch, CLEC will pay Sprint a charge for Tandem Switching, common transport to the end office, and end-office termination.

41.1.1.2. When the POI is at the Sprint Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.

41.1.1.3. Charges billed to Sprint by CLEC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the CLEC for the same services. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination.

41.1.1.4. To validate the geographic area CLEC must provide documentation supporting the following:

41.1.1.4.1. that CLEC's switch serves a geographic area that is roughly the same size as the area served by the Sprint tandem switch;

41.1.1.4.2. that CLEC has obtained NPA/NXX codes to serve the exchanges within the geographic area; and,

41.1.1.4.3. that CLEC is serving the area using its own switch with its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.

- 41.1.1.5. Where direct end office trunks are established, for CLEC-originated calls, CLEC shall pay Sprint end-office termination. For Sprint originated traffic terminating to CLEC at that end office, compensation payable by Sprint shall be the same as that detailed in Section 41.1.1.3 above.
- 41.2. The Parties agree to “Bill and Keep” for mutual reciprocal compensation for the termination of Local Traffic and ISP Bound Traffic on the network of one Party which originates on the network of the other Party. Under Bill and Keep, each Party retains the revenues it receives from end user customers, and neither Party pays the other Party for terminating the Local Traffic which is subject to the Bill and Keep compensation mechanism. The Bill and Keep arrangement is subject to the following conditions:
 - 41.2.1. Bill and Keep is only applicable if terminating Local Traffic between the Parties is balanced within 10 percent. As clarification, traffic is in balance within 10 percent when neither Party originates more than 55% of the traffic exchanged between the Parties.
 - 41.2.2. Bill and Keep applies to Local Traffic between a CLEC end office or equivalent and a Sprint tandem and is limited to 672 DS0 trunks (one-way from CLEC to Sprint).
 - 41.2.3. Bill and Keep does not apply to Transit Traffic in which case applicable transit charges will apply as set forth in Table One. Sprint will not assume transport and termination liabilities on behalf of the calls originated by CLEC and terminated to a third party or originated by a third party and terminated by CLEC.
 - 41.2.4. Traffic studies may be conducted semi-annually to measure the amount of Local Traffic on the interconnection trunks to detect an out of balance condition. Parties agree to share the results of such studies.
 - 41.2.5. Either Party may cancel the Bill and Keep compensation arrangement for Local Traffic when traffic volumes require the installation of more than 672 one-way trunks or when the usage is out of balance by more than 10% for 3 consecutive months. Formal notification of cancellation and a request for renegotiation of the compensation arrangement must be provided in writing 90 days prior to the cancellation. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the Bill and Keep compensation arrangement by mutual agreement.
- 41.3. Compensation for Shared Interconnection Facility
 - 41.3.1. The transmission facility that connects Sprint and CLEC network is defined as the “Interconnection Facility.” The Interconnection Facility may be a shared facility used by both parties to originate and terminate traffic.

- 41.3.1.1. Notwithstanding any other provision to the contrary, if CLEC provides one-hundred percent (100%) of the Interconnection Facility via lease of meet-point circuits between Sprint and a third-party; lease of Sprint facilities, lease of third party facilities; or construction of its own facilities; the POI for the mutual exchange of traffic will be the Sprint office where the leased facility terminates.
- 41.3.1.2. CLEC may charge Sprint for Sprint's proportionate share of the recurring charges for transport facilities leased from Sprint based on the percentage of the total traffic originated by Sprint (excluding any toll traffic, and ISP Bound Traffic). CLEC will bill Sprint an amount equal to a percentage of Sprint's total interconnection facilities billing to CLEC at the same rates Sprint bills CLEC for those facilities. CLEC shall be financially responsible for any facilities, or portion of facilities, used to carry ISP-Bound traffic terminated by CLEC or toll traffic.
- 41.3.2. In the event that CLEC elects to offer service within Sprint's serving area using a switch located outside Sprint's serving area, CLEC agrees to provide the interconnection facility for both Parties' traffic outside Sprint's contiguous serving area in which CLEC offers service, at no charge to Sprint. Sprint will not compensate CLEC for the shared interconnection facility beyond Sprint's contiguous serving area in which CLEC offers service.
- 41.3.3. Sprint is not obligated to utilize interconnection facilities provided by CLEC to terminate Sprint originated traffic to CLEC.
- 41.3.4. Should Sprint elect to provision its own transport to CLEC's network to deliver its originated traffic or if CLEC elects to use Indirect Interconnection, there is no shared interconnection facility for which Sprint would compensate CLEC. Should Sprint elect to provision its own transport to CLEC's network to deliver its originated traffic, Sprint reserves the right to only provision to the boundary of Sprint's contiguous serving area in the LATA.
- 41.4. 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 Part F of this Agreement.
- 41.5. Calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed (Virtual NXXs), are not local calls for purposes of intercarrier compensation and access charges shall apply. For Sprint-originated traffic terminated to CLEC's Virtual NXXs, Sprint shall not be obligated to pay reciprocal compensation, including any shared interconnection facility costs, for such traffic.

- 41.6. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g. reciprocal compensation, interstate access and intrastate access).
- 41.7. By entering into this Agreement, both Parties expressly reserve the right to advocate their respective positions before state and/or federal regulatory bodies, whether in complaint dockets, arbitrations under Section 252 of the Act, rulemaking dockets, or in any legal challenges stemming from such proceedings with regard to the treatment of Voice Over Internet Protocol (VoIP) traffic for intercarrier compensation purposes. The Parties agree that until the FCC enters a final, binding, and non-appealable order ("Final Order") determining the appropriate compensation mechanism for VoIP traffic, the Parties shall exchange traffic and compensate each other in accordance with Section 41.6. At such time as a Final Order becomes applicable, the Parties agree to amend this Agreement to conform to the findings of the Final Order.
- 41.8. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 41.9. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Sprint may request CLEC's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Sprint. Should the documentation indicate that the factor should be changed by Sprint; the Parties agree that any changes will be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. CLEC will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).
- 41.9.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed at intrastate access rates.

42. SIGNALING NETWORK INTERCONNECTION

- 42.1. Sprint will offer interconnection to its signaling transfer points (STPs) for CLEC switches which connect to Sprint's STPs via "A" links or for CLEC's "B" or "D"

links which are dedicated to the transport of signaling for local interconnection.

- 42.2. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 42.3. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 42.4. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Sprint an initial forecast of 64 Kbps clear channel capability (“64K CCC”) trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks.
- 42.5. Signaling Systems
 - 42.5.1. Signaling Link Transport
 - 42.5.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.
 - 42.5.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.
 - 42.5.2. Signaling Transfer Points (STPs)
 - 42.5.2.1. STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.
- 42.6. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Sprint SS7 network. These functions include:
 - 42.6.1. Sprint local switching or Tandem Switching;

- 42.6.2. Sprint Service Control Points (SCPs)/Databases if arranged for under separate agreements;
- 42.6.3. Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and
- 42.6.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.
- 42.7. Interface Requirements. Sprint shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:
 - 42.7.1. An A-link interface from CLEC local switching systems; and
 - 42.7.2. B- or D-link interface from CLEC STPs.
 - 42.7.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
 - 42.7.3.1. An A-link layer shall consist of two links,
 - 42.7.3.2. A B- or D-link layer shall consist of four links,
- 42.8. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STP is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

43. TRUNK FORECASTING

- 43.1. CLEC shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Sprint shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by CLEC to Sprint twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:
 - 43.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
 - 43.1.2. The use of Common Language Location Identifier (CLLI-MSG), as described in Telcordia documents BR 795-100-100 and BR 795-400-

100;

- 43.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by CLEC that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 43.1.4. Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.
- 43.2. In addition, CLEC shall provide a trunk forecast when establishing or augmenting a Point of Interconnection.
- 43.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 43.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by CLEC and Sprint.
- 43.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
 - 43.5.1. In the event that CLEC over-forecasts its trunking requirements by twenty percent (20%) or more, and Sprint acts upon this forecast to its detriment, Sprint may recoup any actual and reasonable expense it incurs.
 - 43.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.
 - 43.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
- 43.6. Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).

- 43.7. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

44. NETWORK MANAGEMENT

- 44.1. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLEC and Sprint will immediately notify each other of any protective control action planned or executed.
- 44.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 44.3. Mass Calling. CLEC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

45. USAGE MEASUREMENT

- 45.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 45.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.
- 45.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.
- 45.4. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

46. TRANSIT TRAFFIC

- 46.1. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.
- 46.2. To the extent network and intercarrier compensation arrangements exist with all necessary third parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Sprint tandem, Sprint will provide Transit Services for CLEC's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than Sprint, (3) IXC's, and (4) other CMRS carriers.
- 46.3. Sprint may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it. Transit Traffic means the delivery of Local Traffic or ISP-Bound Traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks.
- 46.4. Terms and Conditions
 - 46.4.1. Each Party acknowledges that a third-party LEC may block transit traffic. To the extent the originated Party's traffic is blocked by a third party, the transiting Party shall have no obligation to resolve the dispute. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party.
 - 46.4.2. Notwithstanding any other provision to the contrary, once the Transit Traffic volume between CLEC and Sprint exceeds a DS1 equivalent of traffic, Sprint will no longer provide transit service and CLEC must establish a direct interconnection with the third party for the exchange of such traffic. Within sixty (60) days of when traffic exceeds this threshold, CLEC shall establish a direct interconnection with such third party. After sixty (60) days, if CLEC has not established a direct interconnection and if CLEC is exercising its best efforts to implement a direct connection with such third party, Sprint shall continue to transit the traffic. If Sprint disagrees that CLEC is using its best efforts to implement a direct connection, Sprint may seek relief pursuant to the Dispute Resolution provisions.
 - 46.4.3. Upon a final decision from the Florida Public Service Commission in Docket No. 050125 and Docket No. 050119, or if the FL PSC renders

any other decision relating to the treatment of or compensation for Transit Traffic, the parties agree to amend and modify pursuant to Section 4 of this Agreement to conform to the decision. By agreeing to this provision, neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the treatment of or compensation for Transit Traffic.

46.5. Payment Terms and Conditions

46.5.1. In addition to the payment terms and conditions contained in other Sections of this Agreement, the originating Party shall pay to the transiting Party a transit service charge as set forth in Table One.

46.5.1.1. CLEC shall pay a transit rate as set forth in Table One of this Part when CLEC uses a Sprint access tandem to terminate a local or ISP-bound call to a third party LEC or another CLEC. Sprint shall pay CLEC a transit rate equal to the Sprint rate referenced above when Sprint uses a CLEC switch to terminate a local call to a third party LEC or another CLEC.

46.6. Billing Records and Exchange of Data

46.6.1. Parties will use the best efforts to convert all network's transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

46.6.2. To the extent possible, the transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLEC, ILEC, or CMRS provider. To the extent Sprint incurs additional cost in providing this billing information, CLEC agrees to reimburse Sprint for its direct costs of providing this information.

46.6.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

47. **INDIRECT TRAFFIC**

47.1. Interconnection

47.1.1. The Parties may send each other Indirect Traffic.

47.1.2. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.

- 47.1.3. Indirect interconnection with Sprint shall only be allowed to the extent CLEC is interconnected at the tandem switch which Sprint's end office subtends.
- 47.1.4. Interconnection to CLEC will provide Sprint with access to CLEC's end-users and to other companies which are likewise connected to CLEC for local and toll service purposes.
- 47.1.5. Notwithstanding any other provision to the contrary, once the Indirect Traffic volume between CLEC and a Sprint end office exceeds a DS1 equivalent of traffic, Sprint will no longer allow indirect interconnection and CLEC must establish a direct interconnection with Sprint's end office for the mutual exchange of traffic. Within sixty (60) days of when the indirect traffic exceeds a DS1, CLEC shall establish a direct interconnection with Sprint's end office.

47.2. Exchange of Traffic

- 47.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.
- 47.2.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For this Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party.
- 47.2.3. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.
- 47.2.4. Until Indirect Traffic exceeds a DS1, each Party is responsible for the payment of transit charges assessed by the transiting party.

47.3. Compensation for Indirect Traffic

47.3.1. Non-Local and Non-ISP-Bound Indirect Traffic

- 47.3.1.1. Compensation for the termination of non-Local traffic, non-ISP-Bound 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.

- 47.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC'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.
- 47.3.2. Local Traffic and ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Section 41.1.
 - 47.3.2.1. Indirect Traffic Terminating to Sprint. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from CLEC through the transiting party, and over Sprint facilities to a Sprint End Office Switch would include charges from Sprint to CLEC for Common Transport to the End Office Switch and End Office switching. A call terminating from CLEC through the transiting party, and then over Sprint facilities through a Sprint End Office Switch to a Sprint Remote Switch would include charges from Sprint to CLEC for Common Transport to the End Office Switch (except where the transiting party is collocated in the Sprint End Office), End Office switching, and Common Transport to the Remote Switch.
 - 47.3.2.2. Indirect Traffic Terminating to CLEC. For Indirect Traffic terminating on CLEC's network, CLEC will bill Sprint the same rates as Sprint charges CLEC for Indirect Local Traffic terminating on Sprint's network in accordance with Section 41.

48. RESPONSIBILITIES OF THE PARTIES

- 48.1. Sprint and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.
- 48.2. CLEC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 48.3. CLEC and Sprint shall:
 - 48.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 48.3.2. Notify each other when there is any change affecting the service requested, including the due date.

- 48.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 48.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 48.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
- 48.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 48.3.7. Provide to each other test-line numbers and access to test lines.
- 48.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART G - LOCAL NUMBER PORTABILITY

49. INTRODUCTION

- 49.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum Guidelines. To the extent consistent with the FCC and Industry Guidelines as amended from time to time, the requirements for LNP shall include the following:
- 49.1.1. End users must be able to change local service providers and retain the same telephone number(s) within the serving rate center utilizing the portability method in effect within the porting MSA, as offered by the porting LEC within the area of portability as defined by the FCC or Commission.
 - 49.1.2. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 49.1.3. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable switches serving the rate center.
 - 49.1.4. When an end user ports to another service provider and has previously secured under a contract or tariff a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the end user .
 - 49.1.5. NXX Availability. Not all NXXs in each CO may be available for porting.
 - 49.1.6. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
 - 49.1.7. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 49.1.8. Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable state or federal regulatory requirements or industry guidelines developed for mass calling numbers.

50. TESTING

- 50.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 50.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 32 of the agreement.
- 50.3. CLEC must be NPAC certified and have met Sprint testing parameters prior to activating LNP. After initial LNP implementation by a CLEC/CMRS provider, testing and porting will be done at CLEC's expense.
- 50.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 50.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

51. ENGINEERING AND MAINTENANCE

- 51.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 51.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 51.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

52. E911/911

- 52.1. When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to the PSAP call centers.
- 52.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber

ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

53. BILLING FOR PORTED NUMBERS

- 53.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.
- 53.2. Non-Payment. Customers lose the right to the ported telephone number upon suspension of service. Sprint will not port telephone numbers of customers whose service has been suspended.

PART H – CALL RELATED DATABASES

54. CALL-RELATED DATABASES

54.1. Sprint will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Sprint reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.

54.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Sprint's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a CNAM response.

54.1.2. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of Sprint's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

54.1.3. Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.

54.1.3.1. CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

54.1.3.2. Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Sprint shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other Sprint companies.

PART I - GENERAL BUSINESS REQUIREMENTS

55. PROCEDURES

55.1. Contact with End Users

- 55.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its end users, except as specified by that Party. Subscribers include active end users as well as those for whom service orders are pending.
- 55.1.2. Each Party shall ensure that any of its personnel who may receive end user inquiries, or otherwise have opportunity for end user contact from the other Party's end user regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or end user contact.
- 55.1.3. Sprint shall not use CLEC's request for end user information, order submission, or any other aspect of CLEC's processes or services to aid Sprint's marketing or sales efforts.

55.2. Expedite and Escalation Procedures

- 55.2.1. Sprint and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. This should include escalations in accordance with TSP Rules for ES/NS (Emergency Services/National Security) Priority and a chronic resolution process for circuits that routinely cause reports. In addition, Sprint and CLEC will establish inter-company contacts lists for purposes of handling end user and other matters which require attention/resolution outside of normal business procedures within thirty (30) Days after CLEC's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.
 - 55.2.2. No later than thirty (30) Days after CLEC's request Sprint shall provide CLEC with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.
- 55.3. Subscriber of Record. Sprint shall recognize CLEC as the Subscriber of Record for all Network Elements or services for resale ordered by CLEC and shall send

all notices, invoices, and information which pertain to such ordered services directly to CLEC. CLEC will provide Sprint with addresses to which Sprint shall send all such notices, invoices, and information.

55.4. Service Offerings

55.4.1. Sprint shall provide CLEC with access to new services, features and functions concurrent with Sprint's notice to CLEC of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that CLEC may conduct market testing.

55.4.2. Essential Services. For purposes of service restoration, Sprint shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with Sprint's treatment of its own end users and applicable state law or regulation, if any.

55.4.3. Blocking Services. Upon request from CLEC, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is technically feasible when requested by CLEC as a function of unbundled Network Elements.

55.4.4. Training Support. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with CLEC end users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

56. ORDERING AND PROVISIONING

56.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.

56.2. National Exchange Access Center (NEAC)

56.2.1. Sprint shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.

- 56.2.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.
- 56.2.3. Sprint shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet end user demand.
- 56.3. Street Index Guide (SIG). Within thirty (30) Days of CLEC's written request, Sprint shall provide to CLEC the SIG data in the National Emergency Number Association Two (NENA2) format. A CDROM containing the SIG data will be shipped to the CLEC's designated contact on a monthly basis until the request is cancelled.
- 56.4. CLASS and Custom Features. Where generally available in Sprint's serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 56.5. Number Administration/Number Reservation
 - 56.5.1. Sprint shall provide testing and loading of CLEC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to CLEC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.
 - 56.5.2. In conjunction with an order for service, Sprint shall accept CLEC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.
 - 56.5.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is

guaranteed until service has been installed.

56.6. Service Order Process Requirements

56.6.1. Service Migrations and New Subscriber Additions

- 56.6.1.1. For resale services, other than for a CLEC order to convert “as is” a CLEC subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.
- 56.6.1.2. For services provided through UNEs, Sprint shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and CLEC will work cooperatively to minimize service interruptions during the conversion.
- 56.6.1.3. Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- 56.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.
 - 56.6.1.4.1. Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or Sprint holidays shall be performed at CLEC’s expense.
- 56.6.1.5. A general Letter of Agency (LOA) initiated by CLEC or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC or Sprint. CLEC and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable

to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

- 56.6.2. **Intercept Treatment and Transfer Service Announcements.** Sprint shall provide unbranded intercept treatment and transfer of service announcements to CLEC's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.
- 56.6.3. **Due Date**
 - 56.6.3.1. Sprint shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.
 - 56.6.3.2. Sprint shall use reasonable efforts to complete orders by the CLEC requested desired due date within agreed upon intervals.
- 56.6.4. **Subscriber Premises Inspections and Installations**
 - 56.6.4.1. CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.
 - 56.6.4.2. Sprint shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.
- 56.6.5. **Firm Order Confirmation (FOC)**
 - 56.6.5.1. Sprint shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
 - 56.6.5.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.
 - 56.6.5.3. Sprint shall provide to CLEC the date that service is scheduled to be installed.

56.6.6. Order Rejections

56.6.6.1. Sprint shall reject and return to CLEC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval. When an order is rejected, Sprint shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.

56.6.7. Service Order Changes

56.6.7.1. In no event will Sprint change a CLEC initiated service order without a new service order directing said change. If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, CLEC shall initiate a revised service order. If requested by CLEC, Sprint shall then provide CLEC an estimate of additional labor hours and/or materials. When a service order is completed, the cost of the work performed will be reported promptly to CLEC.

56.6.7.2. If a CLEC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of CLEC, Sprint, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.

56.7. Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.

56.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

56.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, Sprint shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

56.10. Specific Unbundling Requirements. CLEC may order and Sprint shall provision unbundled Network Elements. However, it is CLEC's responsibility to combine the individual network elements should it desire to do so.

56.11. Systems Interfaces and Information Exchanges

56.11.1. General Requirements

56.11.1.1. Sprint shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.

56.11.1.2. Until the Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept CLEC orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.

56.11.1.3. If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of CLEC to retrieve their response(s) from the server.

56.11.1.4. It is the responsibility of CLEC to provide Sprint with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.

56.11.2. For any CLEC subscriber Sprint shall provide, subject to applicable rules, orders, and decisions, CLEC with access to CPNI without requiring CLEC to produce a signed LOA, based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.

56.11.2.1. The preordering Electronic Interface includes the provisioning of CPNI from Sprint to CLEC. The Parties agree to execute a LOA agreement with the Sprint end user prior to requesting CPNI for that Sprint end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.

56.11.2.2. The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end

user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.

- 56.11.2.3. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Sprint, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to CLEC. Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from CLEC for each unmatched request. CLEC agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Sprint within three (3) Business Days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage of unmatched LOA requests, Sprint reserves the right to immediately disconnect the preordering Electronic Interface.
- 56.11.2.4. If CLEC is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if Sprint determines that an LOA fails to meet the FCC's requirements for an LOA as set forth in 47 CFR Section 64.1130, CLEC will be considered in breach of the agreement. CLEC can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within ten (10) Business Days of notification of the breach.
- 56.11.2.5. Should CLEC not be able to cure the breach in the timeframe noted above or other reasonable timeframe agreed to by the Parties, Sprint will discontinue processing new electronic service orders until, in Sprint's determination, CLEC has corrected the problem that caused the breach.
- 56.11.2.6. Sprint will resume processing new service orders upon Sprint's timely review and acceptance of evidence provided by CLEC to correct the problem that caused the breach.
- 56.11.2.7. If CLEC and Sprint do not agree that CLEC requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

56.12. CLEC may use Sprint's ordering process (IRES) to:

- 56.12.1. assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
- 56.12.2. schedule dispatch and installation appointments at Parity.
- 56.12.3. access Sprint subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.
- 56.12.4. access Sprint information systems which will allow CLEC to provide service availability dates at Parity.
- 56.12.5. transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

56.13. Standards

- 56.13.1. **General Requirements.** CLEC and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

57. BILLING

- 57.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint will review any changes to industry standards, and implement the changes within the industry-defined window. Sprint will notify CLEC of any deviations to the standards.
- 57.2. Sprint shall bill CLEC for each service supplied by Sprint to CLEC pursuant to this Agreement at the rates set forth in this Agreement.
- 57.3. Sprint shall provide to CLEC a single point of contact for interconnection and collocation at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 57.4. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 57.5. Subject to the terms of this Agreement, CLEC shall pay Sprint within thirty (30) Days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

- 57.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the Dispute Resolution procedures set forth in Part B of this Agreement.
- 57.7. Sprint will assess late payment charges to CLEC in accordance with Part B, Section 7.3.1 of this Agreement.
- 57.8. Sprint shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 57.9. Where Parties have established interconnection, Sprint and the CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).
- 57.9.1. Sprint will bill CLEC for message provisioning and, if applicable, data tape charges related to exchange access records. Sprint will bill CLEC for the records at the rates on Table One. If CLEC requests additional copies of the monthly invoice, Sprint may also bill CLEC for the additional copies.
- 57.10. Revenue Protection. Sprint shall make available to CLEC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

58. PROVISION OF USAGE DATA

- 58.1. This Section sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Part) to CLEC and for information exchange regarding long distance and access billing. The parties agree to record

call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. Sprint shall record for CLEC the messages that Sprint records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

58.2. General Procedures

- 58.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.
- 58.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 58.2.3. Sprint shall record all usage originating from CLEC end users using resold services ordered by CLEC, where Sprint records those same services for Sprint end users. Recorded Usage Data includes, but is not limited to, the following categories of information:
 - 58.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its end users on a per usage basis.
 - 58.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with Section 58.2.7
 - 58.2.3.3. Calls to Directory Assistance where Sprint provides such service to a CLEC end user.
 - 58.2.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to CLEC's local service end user and where Sprint records such usage for its end users using Industry Standard Telcordia EMI billing records.
 - 58.2.3.5. Access records related to long distance calling.
 - 58.2.3.6. For Sprint-provided Centrex Service, station level detail.
- 58.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint

shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, Sprint may provide the data back-up at CLEC's expense.

- 58.2.5. Sprint shall provide to CLEC Recorded Usage Data for CLEC end users. Sprint shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.
- 58.2.6. Sprint shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the end user except where explicitly permitted to do so within a written agreement between Sprint and CLEC.
- 58.2.7. Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the CLEC or the CLEC's end user.
- 58.2.8. Sprint shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 58.2.9. Sprint shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 58.2.10. Sprint shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- 58.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
- 58.2.12. Sprint shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

58.3. Charges

- 58.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 58.3.2. Sprint will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- 58.3.3. Sprint will deliver a monthly statement for Wholesale Services in the medium (e.g.: NDM, paper, or CD-ROM) requested by CLEC as follows:

- 58.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
 - 58.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay Sprint for providing such call detail;
 - 58.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
 - 58.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when CLEC places the order for service;
 - 58.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
 - 58.3.3.6. Sprint shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Sprint shall also bill CLEC for additional copies of the monthly invoice.
- 58.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.
- 58.4. Central Clearinghouse and Settlement
- 58.4.1. Sprint and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.
 - 58.4.2. Sprint shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.
- 58.5. Lost Data
- 58.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to CLEC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and

associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and CLEC. This estimate shall be used to adjust amounts CLEC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.

- 58.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 58.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
 - 58.5.3. Complete Loss. When Sprint is unable to recover data as discussed in Section 58.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
 - 58.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message (“arpm”) agreed to by CLEC and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
 - 58.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
 - 58.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother’s day), Sprint shall use volumes from the two (2) preceding Sundays.
 - 58.5.7. If the loss occurs on Mother’s day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC’s most recent three (3) month message volume growth. If a previous year’s message volumes are not available, a settlement shall be negotiated.
- 58.6. Testing, Changes and Controls
- 58.6.1. The Recorded Usage Data, EMI format, content, and transmission

process shall be tested as agreed upon by CLEC and Sprint.

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

58.6.3. Sprint Software Changes

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

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

58.6.3.3. CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software if required.

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

58.6.4. CLEC Requested Changes:

58.6.4.1. CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Sprint.

58.6.4.2. When the negotiated changes are to be implemented, CLEC and/or Sprint shall arrange for testing of the modified data.

58.7. Information Exchange and Interfaces

58.7.1. Product/Service Specific. Sprint shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

58.7.2. Rejected Recorded Usage Data

- 58.7.2.1. Upon agreement between CLEC and Sprint, messages that cannot be rated and/or billed by CLEC may be returned to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMI format utilizing standard EMI return codes.
- 58.7.2.2. Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Sprint. Sprint will only assume liability for errors and unguideables caused by Sprint.

59. GENERAL NETWORK REQUIREMENTS

- 59.1. Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.
- 59.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide CLEC with maintenance support at Parity.
- 59.3. Sprint shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 59.4. Sprint shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 59.5. Sprint shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 59.6. All Sprint employees or contractors who perform repair service for CLEC end users shall follow Sprint standard procedures in all their communications with CLEC end users. These procedures and protocols shall ensure that:
 - 59.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint end users; and
 - 59.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Sprint end users and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or a Sprint end user.

- 59.7. Sprint shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. CLEC shall perform its own testing for UNEs.
- 59.8. Sprint shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised Sprint may potentially impact CLEC end users.
- 59.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 59.10. On all misdirected calls from CLEC end users requesting repair, Sprint shall provide such CLEC end user with the correct CLEC repair telephone number as such number is provided to Sprint by CLEC. Once the Electronic Interface is established between Sprint and CLEC, Sprint agrees that CLEC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business end users, unless otherwise agreed to by CLEC.
- 59.11. Upon establishment of an Electronic Interface, Sprint shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.
- 59.12. Sprint shall perform all testing for resold Telecommunications Services.
- 59.13. Sprint shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC with the disposition of the trouble.
- 59.14. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user Demarcation Point, then CLEC will bear the cost.

60. MISCELLANEOUS SERVICES AND FUNCTIONS

60.1. General

- 60.1.1. To the extent that Sprint does not provide the services described in this Section 60 to itself, CLEC must contract directly with the service provider for such services.

60.1.2. Basic 911 and E911 General Requirements

- 60.1.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
- 60.1.2.2. Basic 911 and E911 functions provided to CLEC for unbundled local switching and resale shall be at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.
 - 60.1.2.2.1. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with CLEC data in an interval at Parity with that experienced by Sprint end users.
 - 60.1.2.2.2. Sprint shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 60.1.2.3. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host Sprint), CLEC shall participate in the provision of the 911 System as follows:
 - 60.1.2.3.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.
 - 60.1.2.3.2. Host Sprint shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.
- 60.1.2.4. If a third party is the primary service provider to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CLEC are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.

60.1.3. The following are Basic 911 and E911 Database Requirements

- 60.1.3.1. The ALI database shall be managed by Sprint, but is the property of Sprint and CLEC for those records provided by CLEC.

- 60.1.3.2. To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.
- 60.1.3.2.1. For any purpose other than 911/E911, Sprint shall provide copies of the SIG to CLEC within thirty (30) Days of CLEC's written request at the rates listed in Table One. A CDROM containing the SIG data will be shipped to the CLEC's designated contact on a monthly basis until the request is cancelled.
- 60.1.3.3. CLEC shall be solely responsible for providing CLEC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.
- 60.1.3.4. Sprint and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Sprint shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format.
- 60.1.3.5. CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to Sprint.
- 60.1.3.6. CLEC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from CLEC. If Sprint detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) business days from when it was provided to Sprint. CLEC shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 60.1.3.7. Sprint agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.

60.2. Directory Listings Service Requests

- 60.2.1. These requirements pertain to Sprint's Listings Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in Directory Listings databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.
- 60.2.2. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.
- 60.2.3. Sprint will provide to CLEC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:
 - 60.2.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
 - 60.2.3.2. Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.
 - 60.2.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.
 - 60.2.3.4. To ensure accurate order processing, Sprint or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:
 - 60.2.3.4.1. A matrix of NXX to central office;
 - 60.2.3.4.2. Geographical maps if available of Sprint service area;
 - 60.2.3.4.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
 - 60.2.3.4.4. Listing format rules;

- 60.2.3.4.5. Standard abbreviations acceptable for use in listings and addresses;
 - 60.2.3.4.6. Titles and designations; and
 - 60.2.3.4.7. A list of all available directories and the Business Office close dates
 - 60.2.4. Based on changes submitted by CLEC, Sprint shall update and maintain directory listings data for CLEC subscribers who:
 - 60.2.4.1. Disconnect Service;
 - 60.2.4.2. Change CLEC;
 - 60.2.4.3. Install Service;
 - 60.2.4.4. Change any service which affects DA information;
 - 60.2.4.5. Specify Non-Solicitation; and
 - 60.2.4.6. Are Non-Published, Non-Listed, or Listed.
 - 60.2.5. Sprint shall not charge for storage of CLEC subscriber information in the DL systems.
 - 60.2.6. CLEC shall not charge for storage of Sprint subscriber information in the DL systems.
- 60.3. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Sprint.
 - 60.3.1. This Section 60.3 pertains to listings requirements published in the traditional white pages.
 - 60.3.2. Sprint shall include in its master subscriber system database all white pages listing information for CLEC subscribers in Sprint territories where CLEC is providing local telephone exchange services and has submitted a DSR.
 - 60.3.3. Sprint agrees to include one basic White pages listing for each CLEC customer located within the geographic scope of its White Page directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC

assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Sprint and other LEC customers.

- 60.3.4. CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide CLEC with the appropriate format for provision of CLEC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
- 60.3.5. Sprint agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 60.3.6. CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- 60.3.7. In addition to a basic White Pages listing, Sprint will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.
- 60.3.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.
- 60.3.9. Sprint agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

- 60.3.10. Sprint will accord CLEC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and CLEC will not be deemed a violation of this confidentiality provision.
- 60.3.11. Sprint will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Sprint refrain from doing so. Sprint and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. Any payments due to CLEC for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The parties acknowledge that the release of CLEC's customer listing to Sprint's directory publisher will not constitute the sale or license of CLEC's customer listing information causing any payment obligation to arise pursuant to this Section 60.3.11.
- 60.4. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this Section 60.4. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this Section 60.4 are not binding upon Sprint's directory publisher.
- 60.4.1. Sprint's directory publisher will negotiate with CLEC concerning the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.
- 60.4.2. Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.
- 60.4.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.

- 60.4.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 60.3.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 60.4.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- 60.5. Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.
- 60.6. Systems Interfaces and Exchanges
 - 60.6.1. Directory Assistance Data Information Exchanges and Interfaces
 - 60.6.1.1. Subscriber List Information
 - 60.6.1.1.1. Sprint shall provide to CLEC, at CLEC's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.
 - 60.6.1.1.2. CLEC shall provide directory listings to Sprint pursuant to the directory listing and delivery requirements in the approved OBF format, at a

mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

60.7. Listing Types

LISTED

The listing information is available for all directory requirements.

NON-LISTED

The listing information is available to all directory requirements, but the information does not appear in the published street directory.

NON-PUBLISHED

A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

PART J - REPORTING STANDARDS

61. GENERAL

- 61.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s).

PART J – COLLOCATION

This Part J is reserved for future negotiation and use by the Parties.

62. MISCELLANEOUS

- 62.1. CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Sprint from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 62.2. The individuals executing this Agreement on behalf of CLEC represent and warrant to Sprint they are fully authorized and legally capable of executing this Agreement on behalf of CLEC.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SPRINT

By: _____

William E. Cheek
William E. Cheek
President, Wholesale Markets

BellSouth Long Distance, Inc.

By: _____

Mario L. Soto
Mario L. Soto
President

*Approved as to form:
A. Henriquez*

Table One

SPRINT RATE ELEMENT COST SUMMARY:		FLORIDA	
RESALE DISCOUNTS		MRC	NRC
	Other than Operator / DA	19.40%	
	Op Assist / DA	12.10%	
USAGE FILE CHARGES		MRC	NRC
UF01	Message Provisioning, per message	\$0.003070	
UF02	Data Transmission, per message	\$0.000000	
DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
OTHER CHARGES		MRC	NRC
UP026	Temporary Suspension of Service for Resale - SUSPEND		\$0.00
UP027	Temporary Suspension of Service for Resale - RESTORE		\$21.00
			FL General Services Tariff
UP028	PIC Change Charge, per change		
DA030	Operator Assistance / Directory Assistance Branding		ICB
OC003	Trip Charge		\$18.88
RESALE TAG & LABEL		MRC	NRC
OC015	Tag and Label on a new install loop or resale		\$4.72
OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$9.44
OC014	Tag and Label on an addtl loop or resale on the same order at the same location		\$3.78
SERVICE ORDER / INSTALLATION / REPAIR		MRC	NRC
SO001	Manual Service Order NRC		\$28.10
SO002	Manual Service Order - Listing Only		\$14.81
SO003	Manual Service Order - Change Only		\$13.76
SO004	Electronic Service Order (IRES)		\$3.82
SO005	Electronic Service Order - Listing Only		\$0.42
SO006	Electronic Service Order - Change Only		\$1.66
OC010	Trouble Isolation Charge		\$48.47
OC016	Change Telephone Number, per change		\$14.66
OC017	LNP Coordinated Conversion - Lines 1 -10		\$47.33
OC018	LNP Coordinated Conversion - Each additional line		\$4.24
OC023	LNP Conversion - 10 Digit Trigger		\$0.00
RECIPROCAL COMPENSATION		MRC	NRC
	End Office - per MOU	Bill and Keep	N/A
	Tandem Switching - per MOU	Bill and Keep	N/A
	Shared Transport - per MOU	Bill and Keep	N/A

		TRANSIT SERVICE	MRC	NRC
		Transit Service Charge - per MOU	\$0.002867	
		DATABASE, available via contract or tariff	MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$0.000300	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.002000	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.000200	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.014500	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.008000	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.005500	
		OPERATOR SERVICES / DIRECTORY ASSISTANCE (for Resale only)	MRC	NRC
DA002		Operator and Directory Assistance Services		FL General Services Tariff
		911 AND E911 TRANSPORT AND TERMINATION	MRC	NRC
DB011	DB007	911 and E911 Transport - DS1	Refer to Dedicated Transport Table	\$192.85
		DS0 911 Port	\$15.81	\$187.50
		DS1 911 Port	ICB	ICB
		MULTIPLEXING	MRC	NRC
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$162.48	\$93.62
DT026		Channel Bank Card (per DS0)	\$4.27	
		DS0 (Voice Grade)		
DT028		D4 OCU DP	\$2.98	
DT029		D4 ISDN U-Brite	\$3.28	
DT020		DS1-DS0 Disconnect		\$12.95
DT024	DT021	Multiplexing - DS3-DS1 (per DS3)	\$195.77	\$119.88
DT022		DS3-DS1 Disconnect		\$43.38

Table One (continued)

Dedicated Transport Rates for 911/E911

Route (Exchange to Exchange)		Route (CLLI to CLLI)		Dedicated
Originating	Terminating	Originating	Terminating	DS1 Rate
Alford	Cottdale	ALFRFLXARS0	CTDLFLXARS0	\$124.64
Alford	Grand Ridge	ALFRFLXARS0	GDRGFLXADS0	\$185.79
Alford	Greenwood	ALFRFLXARS0	GNWDFLXARS0	\$181.65
Alford	Malone	ALFRFLXARS0	MALNFLXARS0	\$181.64
Alford	Marianna	ALFRFLXARS0	MRNFLXADS0	\$124.64
Alford	Sneads	ALFRFLXARS0	SNDSFLXARS0	\$185.79
Altamonte Springs	Apopka	ALSPFLXADS0	APPKFLXADS1	\$70.89
Altamonte Springs	Casselberry	ALSPFLXADS0	CSLBFLXADS1	\$63.04
Altamonte Springs	Goldenrod	ALSPFLXADS0	GLRDFLXADS0	\$63.04
Altamonte Springs	Kissimmee	ALSPFLXADS0	KSSMFLXADS0	\$134.05
Altamonte Springs	Lake Brantley	ALSPFLXADS0	LKBRFLXADS1	\$70.89
Altamonte Springs	Maitland	ALSPFLXADS0	MTLDFLXADS1	\$81.52
Altamonte Springs	Montverde	ALSPFLXADS0	MNTIFLXADS0	\$418.22
Altamonte Springs	Reedy Creek	ALSPFLXADS0	KSSMFLXCDS1	\$259.86
Altamonte Springs	Windermere	ALSPFLXADS0	WNDRFLXARS0	\$197.54
Altamonte Springs	Winter Garden	ALSPFLXADS0	WNGRFLXADS0	\$192.09
Altamonte Springs	Winter Park	ALSPFLXADS0	WNPFLXADS1	\$81.52
Alva	Bonita Springs	ALVAFLXARS0	BNSPFLXADS1	\$243.11
Alva	Cape Coral	ALVAFLXARS0	CPCRFLXADS0	\$243.11
Alva	East Fort Myers	ALVAFLXARS0	FTMYFLXBDS0	\$243.11
Alva	Fort Myers	ALVAFLXARS0	FTMYFLXADS0	\$243.11
Alva	Fort Myers Beach	ALVAFLXARS0	FTMBFLXADS0	\$278.22
Alva	Lehigh Acres	ALVAFLXARS0	LHACFLXADS0	\$243.11
Alva	North Cape Coral	ALVAFLXARS0	CPCRFLXBDS1	\$243.11
Alva	North Fort Myers	ALVAFLXARS0	NFMYFLXADS0	\$278.22
Alva	Pine Island	ALVAFLXARS0	PNISFLXADS0	\$278.22
Alva	Regional Airport	ALVAFLXARS0	CYLKFLXBRS0	\$315.68
Alva	Sanibel-Captiva Islands	ALVAFLXARS0	SNISFLXADS0	\$278.22
Alva	South Fort Myers	ALVAFLXARS0	FTMYFLXCDS2	\$278.22
Apopka	Casselberry	APPKFLXADS1	CSLBFLXADS1	\$133.94
Apopka	Goldenrod	APPKFLXADS1	GLRDFLXADS0	\$133.94
Apopka	Kissimmee	APPKFLXADS1	KSSMFLXADS0	\$83.34
Apopka	Lake Brantley	APPKFLXADS1	LKBRFLXADS1	\$70.89
Apopka	Maitland	APPKFLXADS1	MTLDFLXADS1	\$70.89
Apopka	Montverde	APPKFLXADS1	MNTIFLXADS0	\$162.29
Apopka	Mt. Dora	APPKFLXADS1	MTDRFLXARS0	\$104.40
Apopka	Reedy Creek	APPKFLXADS1	KSSMFLXCDS1	\$188.96
Apopka	Windermere	APPKFLXADS1	WNDRFLXARS0	\$126.64
Apopka	Winter Garden	APPKFLXADS1	WNGRFLXADS0	\$121.19
Apopka	Winter Park	APPKFLXADS1	WNPFLXADS1	\$70.89
Arcadia	Port Charlotte	ARCDLXADS0	PTCTFLXADS0	\$241.19
Arcadia	Wauchula	ARCDLXADS0	WCHLFLXADS0	\$241.19
Arcadia	Zolfo Springs	ARCDLXADS0	ZLSPFLXARS0	\$241.19
Astor	Clermont	ASTRFLXARS0	CLMTFLXADS0	\$168.54
Astor	Eustis	ASTRFLXARS0	ESTSFLXARS0	\$168.54
Astor	Groveland	ASTRFLXARS0	GVLDFLXARS0	\$365.97
Astor	Howey-in-the-Hills	ASTRFLXARS0	HOWYFLXARS0	\$226.28

Astor	Lady Lake	ASTRFLXARS0	LDLKFLXARS0	\$266.25
Astor	Leesburg	ASTRFLXARS0	LSBGFLXADS1	\$168.54
Astor	Montverde	ASTRFLXARS0	MTVRFLXARS0	\$222.50
Astor	Mt. Dora	ASTRFLXARS0	MTDRFLXARS0	\$168.54
Astor	Tavares	ASTRFLXARS0	TVRSFLXADS0	\$168.54
Astor	Umatilla	ASTRFLXARS0	UMTLFLXARS0	\$168.54
Avon Park	East Fort Myers	AVPKFLXADS0	FTMYFLXBDS0	\$114.90
Avon Park	Lake Placid	AVPKFLXADS0	LKPCFLXARS0	\$296.24
Avon Park	Port Charlotte	AVPKFLXADS0	PTCTFLXADS0	\$104.77
Avon Park	Sebring	AVPKFLXADS0	SBNGFLXADS1	\$241.19
Avon Park	Spring Lake	AVPKFLXADS0-	SLHLFLXARS0	\$241.19
Avon Park	Wauchula	AVPKFLXADS0	WCHLFLXADS0	\$241.19
Baker	Crestview	BAKRFLXADS0	CRVWFLXADS0	\$52.43
Baker	DeFuniak Springs	BAKRFLXADS0	DFSPFLXADS0	\$204.01
Baker	Destin	BAKRFLXADS0	DESTFLXADS0	\$204.01
Baker	Fort Walton Beach	BAKRFLXADS0	FTWBFLXADS0	\$204.01
Baker	Shalimar	BAKRFLXADS0	SHLMFLXADS0	\$258.69
Baker	Valparaiso	BAKRFLXADS0	VLPRFLXADS0	\$204.01
Belleview	Forest	BLVWFLXADS0	OCNFFLXARS0	\$284.25
Belleview	Highlands	BLVWFLXADS0	OCALFLXCRS0	\$284.25
Belleview	Lady Lake (821)	BLVWFLXADS0	LDLKFLXARS0	\$202.12
Belleview	Ocala	BLVWFLXADS0	OCALFLXADS0	\$197.44
Belleview	Ocklawaha	BLVWFLXADS0	OKLWFLXADS0	\$53.89
Belleview	Salt Springs	BLVWFLXADS0	SSPRFLXARS0	\$284.25
Belleview	Silver Springs Shores	BLVWFLXADS0	SVSSFLXARS0	\$74.53
Belleview	Wildwood	BLVWFLXADS0	WLWDFLXARS0	\$97.72
Beverly Hills	Chassahowitzka	BVHLFLXADS0	CHSWFLXARS0	\$329.78
Beverly Hills	Crystal River	BVHLFLXADS0	CRRVFLXADS0	\$82.16
Beverly Hills	Homosassa Springs	BVHLFLXADS0	HMSPFLEXARS0	\$82.16
Beverly Hills	Inverness	BVHLFLXADS0	INVRFLXADS0	\$82.16
Blairstone	Calhoun	TLHSFLXDDS0	TLHSFLXADS0	\$68.28
Blairstone	FSU	TLHSFLXDDS0	TLHSFLXEDS0	\$130.09
Blairstone	Mabry	TLHSFLXDDS0	TLHSFLXCDS0	\$130.09
Blairstone	Perkins	TLHSFLXDDS0	TLHSFLXHDS0	\$130.09
Blairstone	Thomasville	TLHSFLXDDS0	TLHSFLXFD0	\$117.88
Blairstone	Willis	TLHSFLXDDS0	TLHSFLXBDS0	\$68.28
Boca Grande	Cape Haze	BCGRFLXARS1	CPHZFLXADS0	\$64.86
Boca Grande	Port Charlotte	BCGRFLXARS1	PTCTFLXADS0	\$64.86
Boca Grande	Punta Gorda	BCGRFLXARS1	PNGRFLXADS1	\$306.06
Bonifay	DeFuniak Springs	BNFYFLXARS0	DFSPFLXADS0	\$167.81
Bonifay	Ponce de Leon	BNFYFLXARS0	PNLNFLXARS0	\$221.77
Bonifay	Reynolds Hill	BNFYFLXARS0	RYHLFLXARS0	\$128.12
Bonifay	Westville	BNFYFLXARS0	WSTVFLXARS0	\$77.29
Bonita Springs	Cypress Lake	BNSPFLXADS1	CYLKFLXADS0	\$176.29
Bonita Springs	East Fort Myers	BNSPFLXADS1	FTMYFLXBDS0	\$176.29
Bonita Springs	Fort Meade	BNSPFLXADS1	FTMDFLXARS0	\$476.24
Bonita Springs	Fort Myers	BNSPFLXADS1	FTMYFLXADS0	\$176.29
Bonita Springs	Fort Myers Beach	BNSPFLXADS1	FTMBFLXADS0	\$278.22
Bonita Springs	Golden Gate	BNSPFLXADS1	GLGCFLXADS0	\$176.29
Bonita Springs	Naples	BNSPFLXADS1	NPLSFLXCDS0	\$176.29
Bonita Springs	Naples Moorings	BNSPFLXADS1	NPLSFLXCDS0	\$176.29
Bonita Springs	Naples Southeast	BNSPFLXADS1	NPLSFLXCDS0	\$176.29
Bonita Springs	North Naples	BNSPFLXADS1	NNPLFLXADS1	\$176.29
Bonita Springs	Sanibel-Captiva Islands	BNSPFLXADS1	SNISFLXADS0	\$225.18
Bowling Green	Fort Meade	BWLGFLXARS0	FTMDFLXARS0	\$299.95

Bowling Green	Wauchula	BWLGFLXARS0	WCHLFLXADS0	\$299.95
Bowling Green	Zolfo Springs	BWLGFLXARS0	ZLSPFLXARS0	\$299.95
Buenaventura Lakes	Kissimmee	KSSMFLXDRS0	KSSMFLXADS0	\$146.32
Buenaventura Lakes	Winter Park	KSSMFLXDRS0	WNPKFLXADS1	\$54.45
Bushnell	Howey-in-the-Hills	BSHNFLXADS0	HOWYFLXARS0	\$255.18
Bushnell	Leesburg	BSHNFLXADS0	LSBGFLXADS1	\$197.44
Bushnell	Wildwood	BSHNFLXADS0	WLWDFLXADS1	\$295.15
Calhoun	FSU	TLHSFLXADS0	TLHSFLXEDS0	\$61.81
Calhoun	Tallahassee - Mabry	TLHSFLXADS0	TLHSFLXCDS0	\$61.81
Calhoun	Perkins	TLHSFLXADS0	TLHSFLXHDS0	\$61.81
Calhoun	Thomasville	TLHSFLXADS0	TLHSFLXFDS0	\$49.60
Calhoun	Tallahassee - Willis	TLHSFLXADS0	TLHSFLXBDS0	\$61.81
Cape Coral	Cypress Lake	CPCRFLXBDS0	CYLKFLXBDS0	\$32.72
Cape Coral	East Fort Myers	CPCRFLXADS0	FTMYFLXBDS0	\$243.11
Cape Coral	Fort Myers	CPCRFLXADS0	FTMYFLXADS0	\$66.82
Cape Coral	Fort Myers Beach	CPCRFLXADS0	FTMBFLXADS0	\$168.76
Cape Coral	Lehigh Acres	CPCRFLXADS0	LHACFLXADS0	\$243.11
Cape Coral	North Cape Coral	CPCRFLXADS0	CPCRFLXBDS1	\$66.82
Cape Coral	North Fort Myers	CPCRFLXADS0	NFMYFLXADS0	\$66.82
Cape Coral	Pine Island	CPCRFLXADS0	PNISFLXADS0	\$168.76
Cape Coral	Punta Gorda	CPCRFLXADS0	PNGRFLXADS1	\$308.02
Cape Coral	Sanibel-Captiva Islands	CPCRFLXADS0	SNISFLXADS0	\$168.76
Cape Haze	Port Charlotte	CPHZFLXADS0	PTCTFLXADS0	\$64.86
Cape Haze	Punta Gorda	CPHZFLXADS0	PNGRFLXADS1	\$306.06
Casselberry	Goldenrod	CSLBFLXADS1	GLRDFLXADS0	\$63.04
Casselberry	Lake Brantley	CSLBFLXADS1	LKBRFLXADS1	\$133.94
Casselberry	Maitland	CSLBFLXADS1	MTLDFLXADS1	\$133.94
Casselberry	Montverde	CSLBFLXADS1	MNTIFLXADS0	\$410.37
Casselberry	Reedy Creek	CSLBFLXADS1	KSSMFLXCDS1	\$252.01
Casselberry	Windermere	CSLBFLXADS1	WNRDFLXARS0	\$189.69
Casselberry	Winter Garden	CSLBFLXADS1	WNGRFLXADS0	\$184.24
Casselberry	Winter Park	CSLBFLXADS1	WNPKFLXADS1	\$63.04
Chassahowitzka	Crystal River	CHSWFLXARS0	CRRVFLXARS0	\$329.78
Chassahowitzka	Homosassa Springs	CHSWFLXARS0	HMSPFLEXARS0	\$329.78
Chassahowitzka	Inverness	CHSWFLXARS0	INVRFLXADS0	\$329.78
Cherry Lake	Greenville	CHLKFLXARS0	GNVFLXARS0	\$313.71
Cherry Lake	Lee	CHLKFLXARS0	LEE FLXARS0	\$109.37
Cherry Lake	Madison	CHLKFLXARS0	MDSNFLXADS0	\$58.83
Clermont	Eustis	CLMTFLXADS0	ESTSFLXARS0	\$104.40
Clermont	Groveland	CLMTFLXADS0	GVLDFLXARS0	\$197.44
Clermont	Howey-in-the-Hills	CLMTFLXADS0	HOWYFLXARS0	\$166.07
Clermont	Lady Lake	CLMTFLXADS0	LDLKFLXARS0	\$206.04
Clermont	Leesburg	CLMTFLXADS0	LSBGFLXADS1	\$104.40
Clermont	Montverde	CLMTFLXADS0	MNTIFLXADS0	\$143.85
Clermont	Mt. Dora	CLMTFLXADS0	MTDRFLXARS0	\$104.40
Clermont	Reedy Creek	CLMTFLXADS0	KSSMFLXCDS1	\$67.77
Clermont	Tavares	CLMTFLXADS0	TVRSFLXADS0	\$104.40
Clermont	Umatilla	CLMTFLXADS0	UMTLFLXARS0	\$168.54
Clermont	Windermere	CLMTFLXADS0	WNRDFLXARS0	\$194.41
Clermont	Winter Garden	CLMTFLXADS0	WNGRFLXADS0	\$188.96
Clewiston	LaBelle	CLTNFLXARS0	LBLLFLXADS0	\$100.99
Clewiston	Moore Haven	CLTNFLXARS0	MRHNFLXARS0	\$100.99
Cottondale	Grand Ridge	CTDLFLXARS0	GDRGFLXADS0	\$138.45
Cottondale	Greenwood	CTDLFLXARS0	GNWDFLXARS0	\$134.30
Cottondale	Malone	CTDLFLXARS0	MALNFLXARS0	\$134.30

Cottondale	Marianna	CTDLFLXARS0	MRNNFLXADS0	\$77.29
Cottondale	Sneads	CTDLFLXARS0	SNDSFLXARS0	\$138.45
Crawfordville	Calhoun	CFVLFLXADS0	TLHSFLXADS0	\$86.96
Crawfordville	Panacea	CFVLFLXADS0	PANCFXARS0	\$56.36
Crawfordville	Sopchoppy	CFVLFLXADS0	SPCPFLXADS0	\$86.96
Crawfordville	St. Marks	CFVLFLXADS0	STMKFLXARS0	\$53.89
Crestview	DeFuniak Springs	CRVWFLXADS0	DFSPFLXADS0	\$151.57
Crestview	Destin	CRVWFLXADS0	DESTFLXADS0	\$151.57
Crestview	Fort Walton Beach	CRVWFLXADS0	FTWBFLXADS0	\$151.57
Crestview	Shalimar	CRVWFLXADS0	SHLMFLXADS0	\$206.26
Crestview	Valparaiso	CRVWFLXADS0	VLPRFLXADS0	\$151.57
Crystal River	Clermont	CRRVFLXADS0	CLMTFLXADS0	\$279.60
Crystal River	Homosassa Springs	CRRVFLXADS0	HMSPLXARS0	\$82.16
Crystal River	Inverness	CRRVFLXADS0	INVRFLXADS0	\$82.16
Cypress Lake	Cypress Lake	CYLKFLXADS0	CYLKFLXBDS0	\$174.50
Cypress Lake	East Fort Myers	CYLKFLXADS0	FTMYFLXCDS0	\$176.29
Cypress Lake	Fort Myers	CYLKFLXADS0	FTMYFLXADS0	\$176.29
Cypress Lake	Fort Myers Beach	CYLKFLXADS0	FTMBFLXADS0	\$101.93
Cypress Lake	Lehigh Acres	CYLKFLXADS0	LHACFLXADS0	\$176.29
Cypress Lake	North Cape Coral	CYLKFLXADS0	CPCRFLXBDS1	\$66.82
Cypress Lake	North Fort Myers	CYLKFLXADS0	NFMYFLXADS0	\$101.93
Cypress Lake	Pine Island	CYLKFLXADS0	PNISFLXADS0	\$101.93
Cypress Lake	Regional Airport	CYLKFLXADS0	CYLKFLXBRS0	\$174.50
Cypress Lake	Sanibel-Captiva Islands	CYLKFLXADS0	SNISFLXADS0	\$101.93
Cypress Lake	South Fort Myers	CYLKFLXADS0	FTMYFLXCDS2	\$101.93
Dade City	San Antonio	DDCYFLXADS1	SNANFLXARS0	\$63.34
Dade City	Trilacoochee	DDCYFLXADS1	TLCHFLXARS0	\$63.34
DeFuniak Springs	Fort Walton Beach	DFSPFLXADS0	FTWBFLXADS0	\$151.57
DeFuniak Springs	Freeport	DFSPFLXADS0	FRPTFLXARS0	\$151.57
DeFuniak Springs	Glendale	DFSPFLXADS0	GLDLFLXARS0	\$54.10
DeFuniak Springs	Ponce de Leon	DFSPFLXADS0	PNLNFLXARS0	\$53.96
DeFuniak Springs	Reynolds Hill	DFSPFLXADS0	RYHLFLXARS0	\$218.64
DeFuniak Springs	Santa Rosa Beach	DFSPFLXADS0	SNRSFLXARS0	\$151.57
DeFuniak Springs	Seagrove Beach	DFSPFLXADS0	SGBHFLXARS0	\$151.57
DeFuniak Springs	Shalimar	DFSPFLXADS0	SHLMFLXADS0	\$206.26
DeFuniak Springs	Valparaiso	DFSPFLXADS0	VLPRFLXADS0	\$151.57
DeFuniak Springs	Westville	DFSPFLXADS0	WSTVFLXARS0	\$167.81
Destin	DeFuniak Springs	DESTFLXADS0	DFSPFLXADS0	\$151.57
Destin	Fort Walton Beach	DESTFLXADS0	FTWBFLXADS0	\$151.57
Destin	Freeport	DESTFLXADS0	FRPTFLXARS0	\$151.57
Destin	Glendale	DESTFLXADS0	GLDLFLXARS0	\$205.68
Destin	Ponce de Leon	DESTFLXADS0	PNLNFLXARS0	\$205.53
Destin	Santa Rosa Beach	DESTFLXADS0	SNRSFLXARS0	\$151.57
Destin	Seagrove Beach	DESTFLXADS0	SGBHFLXARS0	\$151.57
Destin	Shalimar	DESTFLXADS0	SHLMFLXADS0	\$206.26
Destin	Valparaiso	DESTFLXADS0	VLPRFLXADS0	\$151.57
East Fort Myers	Fort Myers	FTMYFLXBDS0	FTMYFLXADS0	\$176.29
East Fort Myers	Fort Myers Beach	FTMYFLXBDS0	FTMBFLXADS0	\$278.22
East Fort Myers	Lehigh Acres	FTMYFLXBDS0	LHACFLXADS0	\$176.29
East Fort Myers	North Cape Coral	FTMYFLXBDS0	CPCRFLXBDS1	\$243.11
East Fort Myers	North Fort Myers	FTMYFLXBDS0	NFMYFLXADS0	\$278.22
East Fort Myers	Pine Island	FTMYFLXBDS0	PNISFLXADS0	\$278.22
East Fort Myers	Regional Airport	FTMYFLXBDS0	CYLKFLXBRS0	\$248.85
East Fort Myers	Sanibel-Captiva Islands	FTMYFLXBDS0	SNISFLXADS0	\$278.22
East Fort Myers	South Fort Myers	FTMYFLXBDS0	FTMYFLXCDS2	\$278.22

Eustis	Groveland	ESTSFLXARS0	GVLDLFXARS0	\$301.84
Eustis	Howey-in-the-Hills	ESTSFLXARS0	HOWYFLXARS0	\$162.14
Eustis	Lady Lake	ESTSFLXARS0	LDLKFLXARS0	\$202.12
Eustis	Leesburg	ESTSFLXARS0	LSBGFLXADS1	\$104.40
Eustis	Montverde	ESTSFLXARS0	MTVRFLXARS0	\$158.36
Eustis	Mt. Dora	ESTSFLXARS0	MTDRFLXARS0	\$104.40
Eustis	Tavares	ESTSFLXARS0	TVRSFLXADS0	\$104.40
Eustis	Umatilla	ESTSFLXARS0	UMTLFLXARS0	\$168.54
Everglades	Naples	EVRGFLXARS0	NPLSFLXCDS0	\$176.29
Forest	Highlands	OCNFFLXARS0	OCALFLXCRS0	\$161.34
Forest	Lady Lake	OCNFFLXARS0	LDLKFLXARS0	\$560.90
Forest	Ocala	OCNFFLXARS0	OCALFLXADS0	\$161.34
Forest	Ocklawaha	OCNFFLXARS0	OKLWFLXADS0	\$161.34
Forest	Salt Springs	OCNFFLXARS0	SSPRFLXARS0	\$161.34
Forest	Silver Springs Shores	OCNFFLXARS0	SVSSFLXARS0	\$161.34
Fort Myers	Clewiston	FTMYFLXADS0	CLTNFLXARS0	\$296.39
Fort Myers	Fort Myers Beach	FTMYFLXADS0	FTMBFLXADS0	\$101.93
Fort Myers	Immokalee	FTMYFLXADS0	IMKLFLXARS0	\$176.29
Fort Myers	LaBelle	FTMYFLXADS0	LBLFLXADS0	\$241.19
Fort Myers	Lehigh Acres	FTMYFLXADS0	LHACFLXADS0	\$176.29
Fort Myers	Naples	FTMYFLXADS0	NPLSFLXCDS0	\$176.29
Fort Myers	Naples Moorings	FTMYFLXADS0	NPLSFLXDDS0	\$62.69
Fort Myers	North Cape Coral	FTMYFLXADS0	CPCRFLXBDS1	\$66.82
Fort Myers	North Fort Myers	FTMYFLXADS0	NFMYFLXADS0	\$101.93
Fort Myers	North Fort Myers	FTMYFLXADS0	NFMYFLXB	\$101.93
Fort Myers	North Naples	FTMYFLXADS0	NNPLFLXADS1	\$176.29
Fort Myers	Pine Island	FTMYFLXADS0	PNISFLXADS0	\$101.93
Fort Myers	Punta Gorda	FTMYFLXADS0	PNGRFLXADS1	\$241.19
Fort Myers	San Carlos Park/Cypress Lake	FTMYFLXADS0	SCPFLXA	\$66.82
Fort Myers	Sanibel-Captiva Islands	FTMYFLXADS0	SNISFLXADS0	\$101.93
Fort Myers	Sebring	FTMYFLXADS0	SBNGFLXADS1	\$195.40
Fort Myers Beach	Naples	FTMBFLXADS0	NPLSFLXCDS0	\$278.22
Fort Myers Beach	North Cape Coral	FTMBFLXADS0	CPCRFLXBDS1	\$168.76
Fort Myers Beach	North Fort Myers	FTMBFLXADS0	NFMYFLXADS0	\$101.93
Fort Myers Beach	North Naples	FTMBFLXADS0	NNPLFLXADS1	\$278.22
Fort Myers Beach	Pine Island	FTMBFLXADS0	PNISFLXADS0	\$101.93
Fort Myers Beach	Sanibel-Captiva Islands	FTMBFLXADS0	SNISFLXADS0	\$101.93
Fort Walton Beach	Freeport	FTWBFLXADS0	FRPTFLXARS0	\$151.57
Fort Walton Beach	Santa Rosa Beach	FTWBFLXADS0	SNRSFLXARS0	\$206.26
Fort Walton Beach	Seagrove Beach	FTWBFLXADS0	SGBHFLXARS0	\$206.26
Fort Walton Beach	Shalimar	FTWBFLXADS0	SHLMFLXADS0	\$151.57
Fort Walton Beach	Valparaiso	FTWBFLXADS0	VLPRFLXADS0	\$151.57
Freeport	Glendale	FRPTFLXARS0	GLDLFLXARS0	\$205.68
Freeport	Ponce de Leon	FRPTFLXARS0	PNLNFLXARS0	\$205.53
Freeport	Santa Rosa Beach	FRPTFLXARS0	SNRSFLXARS0	\$151.57
Freeport	Seagrove Beach	FRPTFLXARS0	SGBHFLXARS0	\$151.57
Freeport	Valparaiso	FRPTFLXARS0	VLPRFLXADS0	\$151.57
FSU	Mabry	TLHSFLXEDS0	TLHSFLXCDS0	\$61.81
FSU	Perkins	TLHSFLXEDS0	TLHSFLXHDS0	\$61.81
FSU	Thomasville	TLHSFLXEDS0	TLHSFLXFDS0	\$111.41
FSU	Willis	TLHSFLXEDS0	TLHSFLXBDS0	\$61.81
Glendale	Ponce de Leon	GLDLFLXARS0	PNLNFLXARS0	\$108.06
Glendale	Santa Rosa Beach	GLDLFLXARS0	SNRSFLXARS0	\$205.68
Glendale	Seagrove Beach	GLDLFLXARS0	SGBHFLXARS0	\$205.68
Glendale	Valparaiso	GLDLFLXARS0	VLPRFLXADS0	\$205.68

Golden Gate	Marco Island	GLGCFLXADS0	MOISFLXADS0	\$176.29
Golden Gate	Naples	GLGCFLXADS0	NPLSFLXCDS0	\$176.29
Golden Gate	Naples Moorings	GLGCFLXADS0	NPLSFLXCDS0	\$176.29
Golden Gate	Naples Southeast	GLGCFLXADS0	NPLSFLXCDS0	\$176.29
Golden Gate	North Naples	GLGCFLXADS0	NNPLFLXADS1	\$176.29
Goldenrod	Kissimmee	GLRDFLXADS0	KSSMFLXADS0	\$134.05
Goldenrod	Lake Brantely	GLRDFLXADS0	LKBRFLXADS1	\$133.94
Goldenrod	Maitland	GLRDFLXADS0	MTLDFLXADS1	\$133.94
Goldenrod	Montverde	GLRDFLXADS0	MNTIFLXADS0	\$410.37
Goldenrod	Reedy Creek	GLRDFLXADS0	KSSMFLXCDS1	\$252.01
Goldenrod	Windermere	GLRDFLXADS0	WNRDFLXARS0	\$189.69
Goldenrod	Winter Garden	GLRDFLXADS0	WNGRFLXADS0	\$184.24
Goldenrod	Winter Park	GLRDFLXADS0	WNPFLXADS1	\$63.04
Grand Ridge	Greenwood	GDRGFLXADS0	GNWDFLXARS0	\$118.17
Grand Ridge	Malone	GDRGFLXADS0	MALNFLXARS0	\$118.17
Grand Ridge	Marianna	GDRGFLXADS0	MRNNFLXADS0	\$61.15
Grand Ridge	Sneads	GDRGFLXADS0	SNDSFLXARS0	\$61.15
Greenville	Calhoun	GNVFLXARS0	TLHSFLXADS0	\$254.89
Greenville	Lee	GNVFLXARS0	LEE FLXARS0	\$305.43
Greenville	Madison	GNVFLXARS0	MDSNFLXADS0	\$254.89
Greenville	Monticello	GNVFLXARS0	MNTIFLXADS0	\$254.89
Greenwood	Malone	GNWDFLXARS0	MALNFLXARS0	\$57.01
Greenwood	Marianna	GNWDFLXARS0	MRNNFLXADS0	\$57.01
Greenwood	Sneads	GNWDFLXARS0	SNDSFLXARS0	\$118.17
Groveland	Bushnell	GVLDFLXARS0	BSHNFLXADS0	\$197.44
Groveland	Howey-in-the-Hills	GVLDFLXARS0	HOWYFLXARS0	\$255.18
Groveland	Lady Lake	GVLDFLXARS0	LDLKFLXARS0	\$403.48
Groveland	Leesburg	GVLDFLXARS0	LSBGFLXADS1	\$197.44
Groveland	Montverde	GVLDFLXARS0	MTVRFLXARS0	\$355.80
Groveland	Mt. Dora	GVLDFLXARS0	MTDRFLXARS0	\$301.84
Groveland	Tavares	GVLDFLXARS0	TVRSFLXADS0	\$301.84
Groveland	Umatilla	GVLDFLXARS0	UMTLFLXARS0	\$365.97
Groveland	Windermere	GVLDFLXARS0	WNRDFLXARS0	\$432.41
Groveland	Winter Garden	GVLDFLXARS0	WNGRFLXADS0	\$305.76
Highlands	Lady Lake	OCALFLXCRS0	LDLKFLXARS0	\$490.29
Highlands	Ocala	OCALFLXCRS0	OCALFLXADS0	\$86.81
Highlands	Ocklawaha	OCALFLXCRS0	OKLWFLXADS0	\$161.34
Highlands	Salt Springs	OCALFLXCRS0	SSPRFLXARS0	\$86.81
Highlands	Shady Road	OCALFLXCRS0	OCALFLXBDS0	\$284.25
Highlands	Silver Springs Shores	OCALFLXCRS0	SVSSFLXARS0	\$161.34
Homosassa Springs	Beverly Hills	HMSPFLEXARS0	BVHLFLXADS0	\$82.16
Homosassa Springs	Inverness	HMSPFLEXARS0	INVRFLXADS0	\$82.16
Howey-In-The-Hills	Lady Lake	HOWYFLXARS0	LDLKFLXARS0	\$263.78
Howey-In-The-Hills	Leesburg	HOWYFLXARS0	LSBGFLXADS1	\$57.74
Howey-In-The-Hills	Montverde	HOWYFLXARS0	MTVRFLXARS0	\$216.10
Howey-In-The-Hills	Mt. Dora	HOWYFLXARS0	MTDRFLXARS0	\$162.14
Howey-In-The-Hills	Tavares	HOWYFLXARS0	TVRSFLXADS0	\$162.14
Howey-In-The-Hills	Umatilla	HOWYFLXARS0	UMTLFLXARS0	\$226.28
Howey-In-The-Hills	Wildwood	HOWYFLXARS0	WLWDFLXARS0	\$155.45
Immokalee	LaBelle	IMKLFLXARS0	LBLLFLXADS0	\$417.48
Immokalee	Naples	IMKLFLXARS0	NPLSFLXCDS0	\$176.29
Kenansville	Kissimmee	KNVLFLXARS0	KSSMFLXADS0	\$211.83
Kenansville	St. Cloud	KNVLFLXARS0	STCDFLXARS0	\$211.83
Kenansville	West Kissimmee	KNVLFLXARS0	KSSMFLXBDS1	\$333.02
Kingsley Lake	Lawtey	KGLKFLXARS0	LWTYFLXARS0	\$58.32

Kingsley Lake	Starke	KGLKFLXARS0	STRKFLXADS0	\$58.32
Kissimmee	Reedy Creek	KSSMFLXADS0	KSSMFLXCDS1	\$188.96
Kissimmee	St. Cloud	KSSMFLXADS0	STCDFLZARS0	\$211.83
Kissimmee	West Kissimmee	KSSMFLXADS0	KSSMFLXBDS1	\$121.19
Kissimmee	Winter Park	KSSMFLXADS0	WNPFLXADS1	\$121.19
Lady Lake (753)	Crystal River	LDLKFLXARS0	CRRVFLXADS0	\$298.57
Lady Lake (753)	Leesburg	LDLKFLXARS0	LSBGFLXADS1	\$206.04
Lady Lake (753)	Monteverde	LDLKFLXARS0	MTVRFLXARS0	\$256.08
Lady Lake (753)	Mt. Dora	LDLKFLXARS0	MTDRFLXARS0	\$202.12
Lady Lake (753)	Ocklawaha	LDLKFLXARS0	OKLWFLXADS0	\$280.57
Lady Lake (753)	Silver Springs Shores	LDLKFLXARS0	SVSSFLXARS0	\$280.57
Lady Lake (753)	Tavares	LDLKFLXARS0	TVRSFLXADS0	\$202.12
Lady Lake (753)	Umatilla	LDLKFLXARS0	UMTLFLXARS0	\$266.25
Lady Lake (753)	Wildwood	LDLKFLXARS0	WLWDFLXARS0	\$206.04
Lady Lake (821)	Leesburg	LDLKFLXARS0	LSBGFLXADS1	\$206.04
Lady Lake (821)	Monteverde	LDLKFLXARS0	MTVRFLXARS0	\$256.08
Lady Lake (821)	Mt. Dora	LDLKFLXARS0	MTDRFLXARS0	\$202.12
Lady Lake (821)	Ocala	LDLKFLXARS0	OCALFLXADS0	\$403.48
Lady Lake (821)	Ocklawaha	LDLKFLXARS0	OKLWFLXADS0	\$280.57
Lady Lake (821)	Salt Springs	LDLKFLXARS0	SSPRFLXARS0	\$490.29
Lady Lake (821)	Silver Springs Shores	LDLKFLXARS0	SVSSFLXARS0	\$280.57
Lady Lake (821)	Tavares	LDLKFLXARS0	TVRSFLXADS0	\$202.12
Lady Lake (821)	Umatilla	LDLKFLXARS0	UMTLFLXARS0	\$266.25
Lake Brantley	Kissimmee	LKBRFLXADS1	KSSMFLXADS0	\$136.11
Lake Brantley	Maitland	LKBRFLXADS1	MTLDFLXADS1	\$70.89
Lake Brantley	Montverde	LKBRFLXADS1	MNTIFLXADS0	\$418.22
Lake Brantley	Reedy Creek	LKBRFLXADS1	KSSMFLXCDS1	\$259.86
Lake Brantley	Windermere	LKBRFLXADS1	WNDRFLXARS0	\$197.54
Lake Brantley	Winter Garden	LKBRFLXADS1	WNGRFLXADS0	\$192.09
Lake Brantley	Winter Park	LKBRFLXADS1	WNPFLXADS1	\$70.89
Lake Helen	Orange City	LKHLFLXARS0	ORCYFLXADS0	\$49.74
Lake Placid	Sebring	LKPCFLXARS0	SBNGFLXADS1	\$55.05
Lake Placid	Spring Lake	LKPCFLXARS0	SLHLFLXARS0	\$296.24
Lawtey	Starke	LWTFYFLXARS0	STRKFLXADS0	\$58.32
Lee	Madison	LEE FLXARS0	MDSNFLXADS0	\$50.54
Leesburg	Montverde	LSBGFLXADS1	MTVRFLXARS0	\$158.36
Leesburg	Mt. Dora	LSBGFLXADS1	MTDRFLXARS0	\$104.40
Leesburg	Tavares	LSBGFLXADS1	TVRSFLXADS0	\$104.40
Leesburg	Umatilla	LSBGFLXADS1	UMTLFLXARS0	\$168.54
Leesburg	Wildwood	LSBGFLXADS1	WLWDFLXARS0	\$97.72
Lehigh Acres	Cape Coral	LHACFLXADS0	CPCRFLXADS0	\$243.11
Lehigh Acres	North Cape Coral	LHACFLXADS0	CPCRFLXBDS1	\$243.11
Lehigh Acres	North Fort Myers	LHACFLXADS0	NFMYFLXADS0	\$278.22
Lehigh Acres	S. Fort Myers	LHACFLXADS0	FTMYFLXCDS0	\$94.45
Mabry	Perkins	TLHSFLXCDS0	TLHSFLXHDS0	\$61.81
Mabry	Thomasville	TLHSFLXCDS0	TLHSFLXFD0	\$111.41
Mabry	Willis	TLHSFLXCDS0	TLHSFLXBDS0	\$61.81
Madison	Calhoun	MDSNFLXADS0	TLHSFLXADS0	\$188.64
Madison	Monticello	MDSNFLXADS0	MNTIFLXADS0	\$188.64
Maitland	Montverde	MTLDFLXADS1	MNTIFLXADS0	\$418.22
Maitland	Reedy Creek	MTLDFLXADS1	KSSMFLXCDS1	\$259.86
Maitland	Windermere	MTLDFLXADS1	WNDRFLXARS0	\$197.54
Maitland	Winter Garden	MTLDFLXADS1	WNGRFLXADS0	\$192.09
Maitland	Winter Park	MTLDFLXADS1	WNPFLXADS1	\$81.52
Malone	Marianna	MALNFLXARS0	MRNFLXADS0	\$57.01

Malone	Sneads	MALNFLXARS0	SNDSFLXARS0	\$118.17
Marco Island	Naples	MOISFLXADS0	NPLSFLXCDS0	\$176.29
Marco Island	Naples Moorings	MOISFLXADS0	NPLXFLXCDS0	\$176.29
Marco Island	Naples Southeast	MOISFLXADS0	NPLSFLXCDS0	\$176.29
Marco Island	North Naples	MOISFLXADS0	NNPLFLXADS1	\$176.29
Marianna	Bonifay	MRNNFLXADS0	BNFYFLXARS0	\$77.29
Marianna	Sneads	MRNNFLXADS0	SNDSFLXARS0	\$61.15
Monticello	Calhoun	MNTIFLXADS0	TLHSFLXADS0	\$188.64
Montverde	Reedy Creek	MTVRFLXARS0	KSSMFLXCDS1	\$230.06
Montverde	Tavares	MTVRFLXARS0	TVRSFLXADS0	\$158.36
Montverde	Umatilla	MTVRFLXARS0	UMTLFLXARS0	\$222.50
Montverde	Windermere	MTVRFLXARS0	WNRDRLXARS0	\$180.60
Montverde	Winter Garden	MTVRFLXARS0	WNGRFLXADS0	\$53.96
Montverde	Winter Park	MTVRFLXARS0	WNPKFLXADS1	\$175.15
Mt. Dora	Montverde	MTDRFLXARS0	MTVRFLXARS0	\$158.36
Mt. Dora	Tavares	MTDRFLXARS0	TVRSFLXADS0	\$104.40
Mt. Dora	Umatilla	MTDRFLXARS0	UMTLFLXARS0	\$168.54
Mt. Dora	Winter Park	MTDRFLXARS0	WNPKFLXADS1	\$225.59
Naples	Naples Southeast	NPLSFLXCDS0	NPLSFLXCDS0	\$176.29
Naples	North Naples	NPLSFLXCDS0	NNPLFLXADS1	\$86.39
Naples	North Naples	NPLSFLXDDS0	NNPLFLXADS1	ICB
Naples Moorings	Naples Southeast	NPLSFLXCDS0	NPLSFLXCDS0	\$176.29
Naples Moorings	North Naples	NPLSFLXCDS0	NNPLFLXADS1	\$176.29
Naples Southeast	North Naples	NPLSFLXCDS0	NNPLFLXADS1	\$176.29
Niceville	Shalimar	NPLSFLXCDS0	SHLMFLXADS0	\$181.57
North Cape Coral	North Fort Myers	CPCRFLXBDS1	NFMYFLXADS0	\$66.82
North Cape Coral	Pine Island	CPCRFLXBDS1	PNISFLXADS0	\$168.76
North Cape Coral	Punta Gorda	CPCRFLXBDS1	PNGRFLXADS1	\$308.02
North Cape Coral	Sanibel-Captiva Islands	CPCRFLXBDS1	SNISFLXADS0	\$168.76
North Fort Myers	North Cape Coral	NFMYFLXADS0	CPCRFLXBDS1	\$66.82
North Fort Myers	Pine Island	NFMYFLXADS0	PNISFLXADS0	\$101.93
North Fort Myers	Punta Gorda	NFMYFLXADS0	PNGRFLXADS1	\$241.19
North Fort Myers	Sanibel-Captiva Islands	NFMYFLXADS0	SNISFLXADS0	\$101.93
North Naples	Marco Island	NNPLFLXADS1	MOISFLXADS0	\$176.29
North Naples	Regional Airport	NNPLFLXADS1	CYLKFLXBR0	\$160.06
Ocala	Clermont	OCALFLXADS0	CLMTFLXADS0	\$197.44
Ocala	Ocklawaha	OCALFLXADS0	OKLWFLXADS0	\$74.53
Ocala	Salt Springs	OCALFLXADS0	SSPRFLXARS0	\$86.81
Ocala	Shady Road	OCALFLXADS0	OCALFLBDS0	\$197.44
Ocala	Silver Springs	OCALFLXADS0	SVSPFLXARS0	\$86.81
Ocala	Silver Springs Shores	OCALFLXADS0	SVSSFLXARS0	\$74.53
Ocala	Wildwood	OCALFLXADS0	WLWDFLXARS0	\$295.15
Ocala	Williston	OCALFLXADS0	WLSTFLXARS0	\$258.88
Ocklawaha	Eustis	OKLWFLXADS0	ESTSFLXARS0	\$380.29
Ocklawaha	Leesburg	OKLWFLXADS0	LSBGFLXADS1	\$172.24
Ocklawaha	Salt Springs	OKLWFLXADS0	SSPRFLXARS0	\$161.34
Ocklawaha	Silver Springs Shores	OKLWFLXADS0	SVSSFLXARS0	\$74.53
Ocklawaha	Umatilla	OKLWFLXADS0	UMTLFLXARS0	\$440.50
Okeechobee	Fort Myers	OKCBFLXADS0	FTMYFLXADS0	\$241.19
Okeechobee	Sebring	OKCBFLXADS1	SBNGFLXADS1	\$241.19
Orange City	Winter Park	ORCYFLXADS0	WNPKFLXADS1	\$122.24
Panacea	Calhoun	PANCFLXARS0	TLHSFLXADS0	\$143.32
Panacea	Sopchoppy	PANCFLXARS0	SPCPFLXADS0	\$143.32
Panacea	St. Marks	PANCFLXARS0	STMKFLXARS0	\$110.24
Perkins	Thomasville	TLHSFLXHDS0	TLHSFLXFD0	\$111.41

Perkins	Tallahassee - Willis	TLHSFLXHDS0	TLHSFLXBDS0	\$61.81
Pine Island	Sanibel-Captiva Islands	PNISFLXADS0	SNISFLXADS0	\$101.93
Ponce De Leon	Reynolds Hill	PNLSFLXADS0	RYHLFLXARS0	\$272.60
Ponce De Leon	Santa Rosa Beach	PNLSFLXADS0	SNRSFLXARS0	\$205.53
Ponce De Leon	Seagrove Beach	PNLSFLXADS0	SGBHFLXARS0	\$205.53
Ponce De Leon	Valparaiso	PNLSFLXADS0	VLPFLXADS0	\$205.53
Ponce De Leon	Westville	PNLSFLXADS0	WSTVFLXARS0	\$221.77
Port Charlotte	Punta Gorda	PTCTFLXADS0	PNGRFLXADS1	\$241.19
Reedy Creek	West Kissimmee	KSSMFLXCDS1	KSSMFLXBDS1	\$67.77
Reedy Creek	Windermere	KSSMFLXCDS1	WNDRFLXARS0	\$194.41
Reedy Creek	Winter Garden	KSSMFLXCDS1	WNGRFLXADS0	\$188.96
Reedy Creek	Winter Park	KSSMFLXCDS1	WNPFLXADS1	\$188.96
Regional Airport	South Fort Myers	CYLKFLXBR0	FTMYFLXCDS2	\$174.50
Reynolds Hill	Westville	RYHLFLXARS0	WSTVFLXARS0	\$128.12
Salt Springs	Silver Springs Shores	SSPRFLXARS0	SVSSFLXARS0	\$161.34
San Antonio	Trilacoochee	SNANFLXARS0	TLCHFLXARS0	\$63.34
Santa Rosa Beach	Seagrove Beach	SNRSFLXARS0	SGBHFLXARS0	\$151.57
Santa Rosa Beach	Valparaiso	SNRSFLXARS0	VLPFLXADS0	\$151.57
Sebring	Spring Lake	SBNGFLXADS1	SLHLFLXARS0	\$241.19
Sebring	Wauchula	SBNGFLXADS1	WCHLFLXADS0	\$241.19
Shalimar	Valparaiso	SHLMFLXADS0	VLPFLXADS0	\$206.26
Silver Springs Shores	Wildwood	SVSSFLXARS0	WLWDFLXARS0	\$172.24
Sopchoppy	Calhoun	SPCPFLXADS0	TLHSFLXADS0	\$86.96
Sopchoppy	St. Marks	SPCPFLXADS0	STMKFLXARS0	\$140.84
South Fort Myers	Sanibel-Captiva Islands	FTMYFLXCDS2	SNISFLXADS0	\$130.73
St. Cloud	West Kissimmee	STCDFLXARS0	KSSMFLXBDS1	\$121.19
St. Cloud	Winter Park	STCDFLXARS0	WNPFLXADS1	\$121.19
St. Marks	Blairstone	STMKFLXARS0	TLHSFLXDDS0	\$140.84
Starke	Lawley	STRKFLXADS0	LWTYFLXARS0	\$58.32
Tavares	Umatilla	TVRSFLXADS0	UMTLFLXARS0	\$168.54
Thomasville	Willis	TLHSFLXDFS0	TLHSFLXBDS0	\$111.41
Trilacoochee	Bushnell	TLCHFLXARS0	BSHNFLXADS0	\$260.77
Wauchula	Zolfo Springs	WCHLFLXADS0	ZLSPFLARS0	\$241.19
West Kissimmee	Kenansville	KSSMFLXBDS1	KNVLFLXARS0	\$333.02
West Kissimmee	Winter Park	KSSMFLXBDS1	WNPFLXADS1	\$121.19
Windermere	Winter Garden	WNDRFLXARS0	WNGRFLXADS0	\$126.64
Windermere	Winter Park	WNDRFLXARS0	WNPFLXADS1	\$126.64
Winter Garden	Winter Park	WNGRFLXADS0	WNPFLXADS1	\$121.19
Winter Park	Altamonte Springs	WNPFLXADS1	ALSPFLXADS0	ICB
Winter Park	Clermont	WNPFLXADS1	CLMTFLXADS0	\$303.08
Winter Park	Groveland	WNPFLXADS1	GVLDFLXA	\$426.96
Winter Park	Lake Brantley	WNPFLXADS1	LKBRFLXADS1	ICB
Winter Park	Orange City	WNPFLXADS1	ORCYFLXCDS0	\$122.24