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CLERK

July 3, 2007

BY HAND DELIVERY

Ms. Ann Cole, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

070396-TP

Re: Exchange of Traffic Agreement between Smart City Telecom
and Bright House Networks Information Services LLC

Dear Ms. Cole:

Pursuant to Section 252 of the Telecommunications Act of 1996, enclosed for filing are the original and fifteen (15) copies of the above-referenced Exchange of Traffic Agreement.

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

Thank you for your assistance in this matter.

Sincerely,

J. Jeffrey Wahlen

Enclosures

cc: Marva B. Johnson, Director
Carrier Management/Vendor Services
Bright House Networks
12985 N. Telecom Parkway
Temple Terrace, FL 33637

Lynn B. Hall
Director - Contracts
Smart City Telecom
P. O. Box 22555
Lake Buena Vista, FL 32830-2555

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EXCHANGE OF TRAFFIC AGREEMENT

This Exchange of Traffic Agreement (the "Agreement") is entered into as of June 19, 2007, by and between Smart City Telecommunications LLC ("SCT"), a limited liability company doing business as Smart City Telecom and organized and existing under the laws of Delaware, and Bright House Networks Information Services (Florida) LLC ("BHN"), a limited liability company organized and existing under the laws of Delaware (individually, a "Party" and collectively, the "Parties").

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

I. SCOPE

A. Exchange of Local Inter-Party Traffic. BHN and SCT agree to exchange local traffic that is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on that other Party's network ("Inter-Party Traffic"). For purposes hereof, "Local Traffic" shall mean wireline to wireline telephone calls between the Parties' end users when the originating and terminating location of the call are each within the local calling scope of SCT as established by the Florida Public Service Commission (the "FPSC") as generally defined and specified in the general subscriber service tariff of SCT. This Agreement does not address traffic that originates with one Party, transits the other Party's network, and continues on to a third party network; or that originates on a third party network, transits a Party's network, and terminates to the other Party.

B. No Waiver. Execution of this Agreement does not waive or prejudice any position either Party has taken or may take in any judicial, legislative, regulatory, or other public forum addressing any matters, including matters specifically related to the subject matter of this Agreement.

C. Unique Circumstances. This Agreement is intended to fulfill each Party's obligations under subsection 251(b)(5) of the Communications Act, as amended by the Telecommunications Act of 1996 ("Act") with respect to the exchange of traffic subject to reciprocal compensation where any such traffic originates on the network of one Party and terminates to the network of the other Party within the local calling service area of SCT as established by the Florida Public Service Commission ("Commission"), and is intended by SCT to replicate reasonably similar terms and conditions currently existing by and between SCT and its neighboring incumbent local exchange companies for the exchange of Local Traffic; and

D. Exclusion of Certain Issues. It is specifically understood and agreed to by the Parties that nothing in this Agreement shall be construed as an attempt to reach agreement regarding any other matters including but not limited to all other interconnection services set forth in subsections 251(b) and (c) of the Act; nor shall any act or omission of SCT or any provision of this Agreement be construed as a waiver of SCT's rights under subsection 251(f) of the Act.

E. Approval. This Agreement shall be submitted (by either Party or both Parties) to the FPSC for approval in accordance with 47 U.S.C. § 252(e), the FPSC approval date of which shall be the Effective Date of the last signature on this Agreement.

F. Term. This Agreement shall commence as of the Effective Date and have an initial term of two (2) years. This Agreement shall thereafter automatically renew for successive one (1) year periods unless a Party provides written notice of termination at least 180 days prior to the end of any term. If, as of the date on which this Agreement would otherwise

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terminate or expire, the Parties are negotiating and/or arbitrating a successor agreement, then the term this Agreement shall be deemed extended until the effective date of such successor agreement.

II. INTERCONNECTION ARRANGEMENTS

A. Direct Interconnection

1. Physical Interconnection. At BHN's request, SCT and BHN shall physically interconnect their networks for the exchange of Inter-Party Traffic at one (1) currently existing point of interconnection ("POI") on SCT's network or at any other mutually agreed upon technically feasible Point of Interconnection ("POI") within the mutual service territory. Any disagreement about the location of the POI shall be resolved in accordance with Section V (Dispute Resolution). The Parties shall use commercially reasonable efforts to establish functioning physical interconnection of their networks and bring the exchange of traffic within 90 days of the Effective Date.

2. Cost Responsibility. Except for payments under Section III (Intercarrier Compensation), each Party shall be completely responsible for all costs incurred on that Party's side of the POI, including (without limitation) costs of constructing and maintaining facilities on that Party's side of the POI; costs associated with the management and administration of trunking on that Party's side of the POI; and all other costs associated with the performance and administration of this Agreement. BHN may at its option purchase facilities or services from a third party or from SCT to link its network with SCT's network at the POI; if BHN purchases facilities or services from SCT, BHN shall pay SCT for them in accordance with SCT's applicable tariff.

3. Trunking. One-way or two-way direct end office trunks, as mutually agreed to by the Parties hereto, for Inter-Party Traffic may be established between a BHN switch (or its equivalent) and a SCT End Office switch. Any direct end office trunks shall be configured so that overflow traffic is routed to an appropriate tandem as a final route. The initial trunking arrangement and POI are set forth in Attachment "B", attached hereto and incorporated herein by reference.

4. Administration of Trunking. Promptly following the Effective Date, the Parties shall meet and agree upon an initial trunking plan to allow the exchange of Inter-Party Traffic, which shall be promptly implemented. Thereafter, trunks shall be established, added, changed or disconnected via an Access Service Request form ("ASR"). Two-way trunk groups shall be jointly provisioned and maintained. BHN shall have administrative control for the purpose of issuing ASRs on two-way trunk groups. The Parties shall jointly manage the capacity of inter-Party trunk groups, with an objective of no greater than B.01 blocking. Either Party may send written notice to the other to trigger changes to trunk groups based on capacity assessment. Neither Party shall add, change or disconnect trunks without first conferring with and obtaining agreement from the other Party. Except in unusual circumstances, which the Party experiencing them shall promptly explain in writing, such additions, changes or disconnections of trunks shall be accomplished within 30 days.

5. Network Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide reasonable advance notice of changes to the information, format of data or signaling, or facilities necessary for the transmission and routing of traffic and/or signaling as well as other changes that affect the interoperability of the Parties' respective facilities or networks.

B. Indirect Interconnection. In lieu of establishing Direct Interconnection pursuant to II.A. above, the Parties may mutually agree to exchange traffic on the basis of an indirect interconnection arrangement. Under any such circumstance, either Party may send Inter-Party Traffic to the other Party by means of a third party's network, including a third party's tandem switch to which the terminating Party is connected. The terminating Party shall have no responsibility for costs associated with transporting traffic from the originating Party's network to the point at which it is handed off to the terminating Party. And when pursuant to this Agreement the Parties agree that BHN will interconnect Inter-Party Traffic at a mutually agreed upon point of interconnection via an indirect interconnection facility provided by a third party, each Party shall bear the related third-party expenses associated with the delivery of its respective traffic for termination to the other Party. The Parties agree to establish direct dedicated interconnection trunking arrangements if and when usage levels between the Parties reach 240,000 minutes per month. Either Party may initiate the request for dedicated trunking.

C. Inter-Network Signaling

1. Use of SS7. Inter-network signaling shall be SS7 (Signaling System 7). The Parties shall interconnect their SS7 networks either directly or through third parties. The Parties shall exchange ISUP (Integrated Services Digital Network User Part) and TCAP (Transaction Capabilities Application Part) messages. The Parties shall set message screening parameters to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties shall exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices.

2. No Charges. Neither Party shall charge the other for any facilities or trunking used to exchange SS7 messages. Neither Party shall charge the other for exchange of TCAP or other SS7 messages, including without limitation when TCAP is used to support CLASS end user service features (switch to switch TCAP).

3. Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, and that the intentional substitution or generation by the offending pursuant to this Agreement, and that the intentional substitution or generation by the offending Party resulted in under billing of access charges by the other Party, the offending Party shall pay the other Party the difference between compensation paid (if any) any applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered.

D. Central Office Codes

1. Obligation to Activate NPA-NXX Codes. The current exchanges of SCT and BHN covered by this Agreement are shown in Attachment "A", attached hereto and incorporated herein by reference. Attachments "A" and "B", respectively, may change from time to time as a result of changes in exchange boundaries, local calling areas, NXX Codes, or implementation of new NXX codes. Either Party making or requesting such changes as described above shall provide written notification to the other Party 60 calendar days in advance of any such desired change. Such notification shall include the details of the change(s). Notification to the other Party is not necessary if the change is reported in the Local Exchange Routing Guide ("LERG"). Each Party shall program and update its switches and network systems in accordance

with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees for such activities.

2. Common Rate Centers. Where BHN's service area overlaps SCT's service area, BHN shall adopt SCT's Rate Center Areas and Rate Center Points. BHN shall assign NPA-NXX codes to each Rate Center in a manner consistent with 47 C.F.R. § 52.15 and associated rulings of the Federal Communications Commission ("FCC"). "Rate Center Area" means an area that uses a common surrogate call origination/termination point when determining charges based on distance. "Rate Center Points" are used to identify the Rate Center location by V&H coordinates.

E. 911/E911 Arrangements. SCT utilizes Sprint for the provision of 911/E911 services for those of its exchanges located in Osceola County, Florida and BellSouth for those of its exchanges located in Orange County, Florida. BHN is responsible for connecting to BellSouth and Sprint and populating Sprint's and BellSouth's 911/E911 databases. The relationship between BellSouth and BHN, and Sprint and BHN, including but not limited to terms and conditions associated with 911/E911 services, are wholly separate from this Agreement, and SCT makes no representations on behalf of BellSouth or Sprint.

F. Number Portability. The Parties shall provide number portability in accordance with 47 U.S.C. § 251(b)(2), 47 C.F.R. §§ 52.20 et seq., and applicable rulings of the FCC and the FPSC.

G. Dialing Parity. The Parties shall provide each other dialing parity in accordance with 47 U.S.C. § 251(b)(3), 47 C.F.R. §§ 51.205 et seq., and applicable rulings of the FCC and the IURFPSC.

H. Quality of Interconnection. The quality of interconnection arrangements, services and/or facilities that SCT provides to BHN under this Agreement shall be no lower than that provided by SCT (with respect to similar arrangements, services and/or facilities) to itself, to any affiliate, or to any third party. For purposes of this provision "quality" includes reliability and promptness and accuracy of installation, maintenance and repair, as well as any other characteristics that affect the quality of service perceived by either Party's end users.

III. INTERCARRIER COMPENSATION

A. Intercarrier Compensation For purposes of compensation for call transport and termination under this Agreement, the compensation regarding Local Traffic is defined by this Section III of the Agreement. The compensation to the Parties for the transport and termination of traffic that is not Local Traffic, including but not limited to interstate or intrastate toll traffic is established by the Parties' respective applicable tariffs. The Parties agree that, notwithstanding the classification of traffic being exchanged as Local Traffic under this Agreement, BHN is free to define its own local calling areas for the purposes of providing Telecommunications Services as defined by the Act, to its own end users. The Parties acknowledge that the manner in which they choose to bill end users for traffic does not affect the definition of Local Traffic that may be exchanged pursuant to this Agreement.

B. Compensation for Termination of Local Traffic.

The specific compensation terms and conditions set forth in this Section III of the Agreement apply only to the transport and termination of Local Traffic, as that term is defined herein. The specific compensation terms and conditions set forth in this Section III of the Agreement are not applicable to any other kind of traffic or for traffic that originates or

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terminates in areas outside the scope of Local Traffic as defined in this Agreement.

The Parties agree that the nature of the traffic to be exchanged between the Parties and all other mutual provision and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. The Parties have each individually considered the scope of this traffic and concluded that the exchange of traffic covered by this Agreement will be balanced. Consistent with the termination and modification provisions of this Agreement, each Party reserves the right to negotiate a transport and termination rate in the event that the Party subsequently determines that the exchange of traffic is not in balance. The compensation terms and conditions set forth in this Section are specifically related to and dependent on all of the provisions, terms and conditions of this Agreement.

In accordance with the above, the Parties have not established a reciprocal compensation rate. Consistent with the termination and modification provisions of this Agreement, each Party reserves the right to negotiate a reciprocal transport and termination compensation rate in the event that the Parties subsequently determine that the exchange of traffic is not reasonably in balance. If a Party decides to exercise such right to negotiate a reciprocal compensation rate, in light of the negotiated compromise nature of this Agreement, the other Party may respond with a request for renegotiation of additional provisions of this Agreement or the entire agreement. Whether the resulting renegotiation is limited to negotiation of a reciprocal transport and termination compensation rate, additional specified issues, or the entire Agreement, the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within 90 days after such notice, the dispute shall be referred to the Dispute Resolution procedure set forth in Section V herein.

C. Traffic Not Subject to Compensation as Local Traffic. The compensation terms and conditions set forth in this Section III of the Agreement for Local Traffic do not apply to the following: (i) interstate or intrastate exchange access service or exchange services for exchange access; (ii) intraLATA toll traffic or interLATA toll traffic, including, but not limited to, calls originated on a 1+ pre-subscription basis, or on a casual dialed (10XXX/101XXX) basis; (c) switched exchange access service traffic; or (iv) optional extended local calling area traffic.

D. Billing.

1. Monthly Bills. Each Party shall render monthly bills to the other Party for any amounts due under this Agreement. Bills shall be due and payable in immediately available funds 30 days following the date on the bill.

2. Billing Disputes. To dispute all or a portion of a bill the disputing Party shall provide written notice of the dispute to the billing Party by the bill due date. The notice shall provide information reasonably sufficient in the circumstances to identify and explain the basis of the dispute. Amounts subject to good faith dispute may be withheld from payment while the dispute is resolved; undisputed amounts shall be paid when due. A Party may dispute a bill that has already been paid, but no refunds shall be made until and unless the dispute is resolved in favor of the disputing Party.

3. Limit on Disputes and Back-Billing. Disputes not raised within one (1) year of the affected bill date are waived. A Party may bill for any previously unbilled charges billable under this Agreement, except that charges for services or activities that occurred more than 13 months prior to the date of a bill are waived.

IV. OTHER FUNCTIONS AND SERVICES

A. Directories and Directory Assistance. If SCT provides (or arranges for the provision of) printed directories and/or directory assistance functions for its end users then SCT shall include the names, addresses, and telephone numbers of BHN subscribers in such directories and/or directory assistance databases on the same terms and conditions under which SCT includes its own subscribers' names, addresses and telephone numbers in such directories and/or directory assistance databases, and the same rates and fees that SCT charges other competitive local exchange carriers ("CLECs") for the provision of same will be charged to BHN. The Parties shall, promptly upon execution of this Agreement, meet and agree upon reasonable and effective procedures to ensure that updated and accurate information regarding BHN's subscribers is included in SCT's directories and/or directory assistance databases.

B. Cooperation with Law Enforcement. Each Party shall cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by applicable law in matters related to services provided by it under this Agreement. A Party shall not have the obligation to inform the other Party or the customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by law.

C. Cooperation to Detect and Avoid Fraud. The Parties shall cooperate fully to investigate, minimize, and take corrective action in cases of fraud; provided, that this provision shall not change the responsibility for any fraud-related loss.

V. DISPUTE RESOLUTION

A. General. The Parties shall address any dispute or claim of breach or nonperformance (a "dispute") arising under this Agreement by good faith negotiation, initiated by a Party sending a written notice that includes information reasonably sufficient in the circumstances to describe the dispute and that designates an individual who will serve as the initiating Party's representative in the negotiation. Within 10 business days of receipt of that notice, the other Party shall designate its own representative. The representatives shall meet at least once within 30 days after the date of the notice to attempt good faith resolution of the dispute.

B. Regulatory/Judicial Resolution. If the Parties have not resolved the dispute within 60 days of the date of the notice, either Party may pursue its remedies under this Agreement, at law, in equity, or otherwise, including but not limited to a proceeding before the FPSC.

C. Expedited Handling of Service-Affecting Conditions. Notwithstanding anything to the contrary in this Agreement, if a dispute relates to a service-affecting condition, the Parties shall attempt to resolve it on an expedited basis. The time frames set out in V.A and V.B shall not apply to service-affecting disputes; for such disputes either Party may seek intervention by the FPSC or a court at any time following notice to the other Party.

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D. **Cooperative Data Exchange to Resolve Billing Disputes.** In the event of a billing dispute, each Party shall provide to the other Party the information in its possession that is reasonably likely to bear on the proper resolution of the dispute, including (by way of example) billing system recordings, AMA recordings, trunk traffic records, etc.

VI. LIMITATION OF LIABILITY

A. **General Rule.** Except for the indemnity obligations in Section VII (Indemnification), each Party's liability to the other for any loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement, shall not exceed in total the amount the allegedly liable Party has charged or would have charged to the other Party for the services or functions that were not performed or were improperly performed, or, if that amount is not readily ascertainable, the amount billed by the allegedly liable Party to the other Party for all activities under this Agreement in the month prior to the month in which the alleged liability arose.

B. **Exception for Malicious or Reckless Conduct.** The limitation of liability provided for in VI.A. above shall not apply to losses caused by a Party's malicious or reckless conduct.

VII. INDEMNIFICATION

A. **General Rule.** A Party ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement, or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

B. **Procedures.** The Indemnified Party shall (1) notify the Indemnifying Party promptly in writing of any written claim, lawsuit, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (2) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable way with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense. The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

A. **General Procedures.** The Parties agree that it may be necessary to exchange confidential information during the term of this Agreement

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including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information ("Confidential Information"). Confidential Information shall include: (1) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (2) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network; and (3) all CPNI, regardless of whether such information is marked "confidential," "proprietary" or bearing mark of similar import. Confidential Information is deemed proprietary to the Disclosing Party and the Recipient shall protect it as the Recipient would protect its own proprietary information. The Recipient shall not use Confidential Information for any purpose other than to permit it to perform its obligations under this Agreement. For purposes of this Section VIII, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed. The provisions of this Section shall be in addition to and not in derogation of any provisions of applicable law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use or protection of the confidentiality of CPNI provided by applicable law.

B. Information Not Treated As Confidential. Recipient shall have no obligation to safeguard information, whether or not it is Confidential Information under Section VIII.A: (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party; (2) after it becomes publicly known or available through no breach of this Agreement by Recipient; (3) after it is rightfully acquired by Recipient free of restrictions by the Disclosing Party; or (4) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Notwithstanding the foregoing, a Party shall treat all CPNI of the other Party as Confidential Information. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, but shall provide advance notice reasonably sufficient to permit the Disclosing Party to challenge such disclosure by Recipient, unless Recipient is specifically prohibited by law from providing such advance notice.

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

IX. BILLS AND NOTICES

Bills shall be effective on the bill date and will be sent via first class mail, in the case of BHN, to:

Business Name: Bright House Networks
Mailing Address: 12985 N. Telecom Parkway
City/State/Zip Code: Temple Terrace, Florida 33637
Attention: Finance Manager
Contact number: 813-684-6100
Facsimile:

Notices shall be effective upon BHN's receipt, and in the case of BHN, shall be sent to:

Business Name: Bright House Networks
Mailing Address: 12985 N. Telecom Parkway
City/State/Zip Code: Temple Terrace, Florida 33637
Attention: Marva B. Johnson -Director Carrier Management/Vendor Services
Contact number: 813-684-6100
Facsimile:

Notices shall be effective upon SCT's receipt, and in the case of SCT, shall be sent to:

Business Name: Smart City Telecom
Mailing Address: P.O. Box 22555
Shipping Address: 3100 Bonnet Creek Road
City/State/Zip Code: Lake Buena Vista, FL 32830-2555
Attention: Lynn B. Hall, Director - Contracts
Contact Phone Number: (407) 828-6730

Bills shall be effective on the bill date and will be sent via first class mail, , in the case of SCT, to:

Business Name: Smart City Telecom
Mailing Address: P.O. Box 22555
Shipping Address: 3100 Bonnet Creek Road
City/State/Zip Code: Lake Buena Vista, FL 32830-2555
Attention: Accounts Payable

or to such other location as the receiving Party may direct in writing. Payments are to be made to the address indicated on the invoice.

X. TAXES

Each Party shall be responsible for the payment of all taxes to which it is subject in connection with the performance of this Agreement. If any billable service or function under this Agreement is subject to a tax in the nature of a sales or gross receipts tax, then the Party providing the service may add such tax to the bills for that service or function and the Party receiving the service shall pay such tax.

XI. MISCELLANEOUS PROVISIONS

A. Force Majeure. If a Party's performance of its obligations under this Agreement is delayed or prevented by reason of an uncontrollable circumstance that would not reasonably be considered to be a normal business risk and without its willful misconduct or negligence, including without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, floods, or mass power blackouts (collectively "Force Majeure Event"), then such Party will not be held liable for any such delayed performance or failure to perform under this Agreement until such Force Majeure Event has ceased. In the event of any such excused delay in the performance of a Party's obligations under this Agreement, the due date for the performance of the original obligations shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the

delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

B. Relationship of the Parties. The relationship of the Parties under this Agreement shall be that of independent contractors. Nothing in this Agreement 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.

C. Severability. If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement that is invalid. In all other respects this Agreement shall stand as if such invalid provision had not been included, and the remainder of the Agreement shall remain in full force and effect.

D. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, or of any interest, under this Agreement, in whole or in part, without the written consent of the other Party shall be void, except that upon written notice either Party may assign this Agreement or any rights and obligations thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction. The Party making the assignment shall notify the other Party no less than 60 days in advance of the effective date of the assignment.

E. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties, their respective successors and their permitted assigns, and nothing expressed or implied in this Agreement shall create or be construed to create any third-party beneficiary rights.

F. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof. No modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

G. Multiple Counterparts. This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

H. Survival. The rights, liabilities, and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement; the rights, liabilities, and obligations of a Party under any provision of this Agreement regarding confidential information, limitation or exclusion of liability, and indemnification or defense; and the rights, liabilities, and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation, or termination of this Agreement, shall survive the expiration, cancellation, or termination of this Agreement.

I. No Waiver. The failure or delay of either Party to enforce any term of this Agreement, to exercise any right provided for in this Agreement, or to require the performance of any provision of this Agreement shall not be construed to be a waiver of such term, right, or provision. No course of dealing regarding any term, right, or provision of this Agreement shall be construed as a waiver or relinquishment of such term, right, or provision.

Waiver by one Party of a breach, default, erroneous performance or non-performance of any obligation in this Agreement by the other Party shall not be deemed a waiver of any other breach, default, erroneous performance or non-performance.

J. Good Faith Performance

1. In General. The Parties shall act in good faith in their performance of this Agreement. Where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

2. Prompt Performance. If this Agreement does not establish a specific deadline for a Party to perform a duty or action, it shall be performed within a reasonable time that may be shorter than, but in no case will be longer than, the shorter of: (a) the performance interval established in that Party's tariff for an identical or reasonably similar function; or (b) the standard or usual interval for the performance of the affected activity in the United States telecommunications industry as of the Effective Date.

3. No Disconnection or Blocking. Except with the prior written approval of the FPSC, FCC or any decision-making body with authority, neither Party shall unilaterally disconnect any existing trunks carrying Inter-Party traffic or otherwise block or fail to originate or terminate any Inter-Party traffic, either in response to an alleged dispute or otherwise. This obligation shall survive the expiration or termination of this Agreement.

K. Governing Law

1. General. To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of Florida, without regard to its conflicts of laws principles.

2. Change in Law. If a change in applicable law materially affects any term of this Agreement, the rights or obligations of a Party under this Agreement, or the ability of a Party to perform its obligations under this Agreement, the Parties shall renegotiate in good faith to modify this Agreement as may be required to reflect the change in applicable law. If the Parties cannot agree on whether modifications are needed or what modifications are appropriate, the matter shall be resolved by applying the provisions of Section V (Dispute Resolution).



L. **Relationship to Tariffs.** Nothing in this Agreement shall preclude a Party from obtaining any service, facility or function under the other Party's tariff. If a Party orders or obtains a service, facility or function that is available under both this Agreement and the other Party's tariff, the terms and conditions in this Agreement shall control and apply to that service, facility or function, and the terms of the tariff shall not control or apply, unless otherwise expressly specified in writing by the Party ordering or obtaining the service, facility or function.

BY: SMART CITY TELECOMMUNICATIONS LLC

Signature: *James T. Schumacher*

Date: 6/18/07

Typed Name: James T. Schumacher

Typed Title: Vice President - Finance

BY: BRIGHT HOUSE NETWORK INFORMATION SERVICES (FLORIDA) LLC

Signature: *Wendell E. Register / MBJ*

Date: 6/19/07
Wendell E. Register

Typed Name: Wendell E. Register

Typed Title: Vice President - CLEC Operations

MBJ

ATTACHMENT "A"

Exchanges

1. BHN Exchanges include:

	NPA-NXX	End Office CLLI	EO Vert	EO Horz	Serving
A.					
B.					
C.					
D.					

2. SCT Exchanges include:

	NPA-NXX	End Office CLLI	EO Vert	EO Horz	Serving
a.	407-560	LKBNFLXBDSO	7998	1041	Lake Buena Vista
b.	407-566	LKBNFLXBDSO	7998	1041	Celebration
c.	407-824	LKBNFLXBDSO	7998	1041	Lake Buena Vista
d.	407-827	LKBNFLXBDSO	7998	1041	Lake Buena Vista
e.	407-828	LKBNFLXBDSO	7998	1041	Lake Buena Vista
f.	407-934	LKBNFLXBDSO	7998	1041	Lake Buena Vista
g.	407-938	LKBNFLXBDSO	7998	1041	Lake Buena Vista
h.	407-939	LKBNFLXBDSO	7998	1041	Lake Buena Vista
i.	321-939	LKBNFLXBDSO	7998	1041	Celebration



ATTACHMENT "B"
**SPECIFIED POINTS OF INTERCONNECTION
AND
INTERCONNECTION TRUNKING ARRANGEMENTS**

Pursuant to Section II.A.3. Trunking - This Attachment "B" is to be completed within 30 days from full execution of this Agreement.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials 'RS' or a similar set of initials.