

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by BellSouth
Telecommunications, Inc. For
approval of interconnection
agreement with Sprint-Florida,
Incorporated, pursuant to
Section 252 of
Telecommunications Act of 1996.

DOCKET NO. 970799-TP
ORDER NO. PSC-97-1264-FOF-TP
ISSUED: October 14, 1997

The following Commissioners participated in the disposition of
this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

On June 30, 1997, BellSouth Telecommunications, Inc. (BellSouth) and Sprint-Florida, Incorporated (Sprint-Florida) filed a request for approval of an interconnection agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

This agreement covers a two-year period and governs the relationship between the companies regarding local interconnection

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and the exchange of traffic pursuant to 47 U.S.C. § 251. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement includes provisions covering local and toll interconnection, methods of interconnection, rates, provision of unbundled elements, access to 911/E911 service, operator services, directory listings, access to phone numbers, collocation and performance measures, access to databases, and interim number portability.

Upon review of the proposed agreement, we believe that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. The Commission's approval of this agreement should not be construed as a determination that BST has met the requirements of Section 271 of the Act. BellSouth and Sprint-Florida are also required to file any subsequent supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

Based on the foregoing, it is

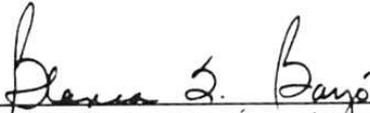
ORDERED by the Florida Public Service Commission that the interconnection agreement between BellSouth Telecommunications, Inc. and Sprint-Florida, Incorporated, as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this docket shall be closed.

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By ORDER of the Florida Public Service Commission, this 14th,
day of October, 1997.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

KMP

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

General Terms and Conditions - Part A

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Sprint-Florida, Incorporated, a Florida corporation, herein called "Sprint", and shall be deemed effective as of July 1, 1997. This agreement may refer to either BellSouth or Sprint or both as a "party" or "parties".

WITNESSETH

WHEREAS, BellSouth and Sprint are local exchange telecommunications companies authorized to provide telecommunications services in their respective territories in Florida; and

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

WHEREAS, the parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Telecommunications Act of 1996 (the "Act").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Sprint agree as follows:

1. Scope of this Agreement

1.1 This Agreement, including Parts A and B, the Attachments 1, 2, and 3 specifies the rights and obligations of each party with respect to the establishment of Local Interconnection. This Part A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in Part B - Definitions, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, and the effective rules and regulations of the FCC or the Commission. Attachments 1, 2 and 3 and their Exhibits, set forth descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

2. Term of the Agreement

2.1 This Agreement shall be deemed effective as of the date set forth above. Unless otherwise stated in this Agreement or in an Attachment to this Agreement or unless otherwise mutually extended by the parties, the term of this Agreement shall be

General Terms and Conditions - Part A

two years. Thereafter, the Agreement shall continue in force and in effect unless and until terminated as provided herein. The parties agree that any renegotiation of this agreement upon expiration of the term shall be pursuant to 47 U.S.C. §252. Until the revised interconnection arrangements become effective, the parties shall continue to abide by the terms and conditions of this Agreement.

2.2 The parties shall not discontinue any interconnection arrangement or Network Element provided or required hereunder without providing prior written notice of such discontinuation of such arrangement.

2.3 Upon the expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under one of the following as agreed to by the Parties: (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the Commission, (c) Tariff terms and conditions generally available to interconnecting companies, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until an arbitration proceeding has been concluded by the Parties.

2.4 In the event of default, either party may terminate this Agreement in whole or in part provided that the non-defaulting party so advises the defaulting party in writing of the event of the alleged default and the defaulting party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

- a. Either party's insolvency or initiation of bankruptcy or receivership proceedings by or against the party; or
- b. Either party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

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

2.6 If either party sells or trades substantially all the assets used to provide Local Interconnection in a particular exchange or group of exchanges, the selling party may request renegotiation of this Agreement on behalf of the purchasing party upon sixty (60) days prior written notice to the other party. Until such time as a new agreement is effective, this Agreement shall remain in full force and effect.

General Terms and Conditions - Part A

3. Auditing Procedures

3.1 Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties and compliance with the terms of this Agreement. The parties further agree that requests for audit may include requests regarding Percent Local Usage (PLU) factors. Requests for audits shall not be honored more frequently than one (1) occasion per calendar year. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audits shall be performed by a mutually acceptable auditor paid by the party requesting the audit.

3.2 Except where a PLU factor is being reported, until such time as both parties implement terminating recordings and use those recordings to bill the other party, the parties shall maintain and retain for a minimum of one year, complete, detailed, and accurate records, workpapers and backup documentation to evidence the originating data that has been submitted to and used by each party to bill the other party for traffic terminated to each party and such evidence as is necessary to demonstrate compliance with the terms of this Agreement.

3.3 Any adjustments/corrections identified by the audit of data furnished by the originating company shall be limited to the 12 months preceding the date of the audit, except for the PLU.

3.4 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 and are agreed to by the Parties. The highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed in accordance with each party's company policies regarding interest calculation.

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

3.6 This Section 3 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

3.7 The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either

General Terms and Conditions - Part A

party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

4. Ordering and Provision of All Services

The parties shall order and provision all services purchased from each other in accordance with the MECOD guidelines, to the extent such guidelines are applicable. In addition, when either Party purchases services from the other, ordering and provisioning shall be in accordance with the ordering and provisioning standard practices, procedures and guidelines ("Guidelines") as those Guidelines are amended from time to time during the term of this Agreement. Both parties agree to make a good faith effort to implement these procedures pursuant to the adoption of industry standards and within the industry defined implementation dates.

5. Taxes

5.1 Definition. For purposes of this Section 5, 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 thereof, excluding any taxes levied on income.

5.2 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

5.2.1 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.

5.2.2 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.

5.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

5.3.1 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.

5.3.2 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 remains liable for any

General Terms and Conditions - Part A

such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

5.3.3 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 therefor, 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.

5.3.4 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.

5.3.5 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.

5.3.6 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.

5.3.7 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.

5.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

5.4.1 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.

5.4.2 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.

5.4.3 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.

5.4.4 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.

5.4.5 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.

5.4.6 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 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.

5.4.7 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.

5.5 Mutual Cooperation.

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.

6. Liability and Indemnification

6.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Sprint, a Sprint customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section 6, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by Sprint, any Sprint customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability. BellSouth's liability for E911/911 services may be further governed by statute.

6.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Sprint pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section 6, Sprint's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer, or any other person or entity resulting from the gross negligence or willful misconduct of Sprint shall not be subject to such limitation of liability. Sprint's liability for E911/911 services may be further governed by statute.

6.3 Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

6.4 Neither party shall be liable for damages to the other party's terminal location, POI or other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such party's gross negligence or willful misconduct.

6.5 Notwithstanding subsection 6.1 or subsection 6.2, the party providing services under this Agreement, its affiliates, and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder.

6.6 Neither party assumes any liability for the accuracy of the data provided to it by the other party and each party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from one party to the other in conjunction with the provision of any service provided pursuant to this Agreement.

6.7 Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection 6.1 or 6.2, each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or other party's customer's use of services so provided.

6.8 No license under patents (other than the limited license to use) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection 6.1 or 6.2, the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

6.8.1 Modification of the service by someone other than the providing party and /or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or

6.8.2 The combination, operation or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where

there would be no such infringement or violation in the absence of such combination, operation or use.

6.9 Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Section 6, such party (the "Indemnified Party") shall promptly give written notice to the other party (the Indemnifying Party) of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

6.10 A party's failure to provide or maintain services offered pursuant to this Agreement shall be excused to the extent such failure is the result of labor difficulties, governmental orders, civil commotion, criminal actions taken against such party, acts of God and other circumstances beyond such party's reasonable control.

7. Treatment of Proprietary and Confidential Information

7.1 Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all such Information and copies thereof will remain the property of the disclosing party. Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner upon request within a reasonable time. Both parties agree to receive such Information and not disclose such Information except as specified herein. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees, contractors or agents of the parties with a need to know such Information and which employees, contractors or agents agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

7.2 Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep

it confidential.

7.3 Both parties agree to give immediate notice to the other party of any demands to disclose or provide the other party's Information, whether pursuant to subpoena or other process or otherwise, prior to disclosing such Information. Under such circumstances, each party agrees to cooperate in seeking reasonable protective arrangements requested by the other party.

7.4 In the event either party discloses, disseminates or releases any Information received from the other party pursuant to this Agreement or any of its Attachments in a manner not provided for in this Agreement, the other party may refuse to provide any further Information previously provided to such party; such refusal to provide any further Information shall not constitute a breach of this Agreement. The provisions of this paragraph are in addition to any other legal rights or remedies the party whose Information has been disclosed, disseminated or released may have under State or Federal law.

7.5 It is agreed that any and all Information so disclosed may be unique, valuable, and special business information or trade secrets of the other party and that disclosure or compromise of such information may cause irreparable injury to that party.

7.6 It is further agreed that as a result of the uniqueness of this Information the remedy at law for any breach of this nondisclosure agreement between the parties may be inadequate, and in recognition of that, upon the unauthorized disclosure of such Information, the nondisclosing party shall be entitled to injunctive relief, as well as any other relief available at law or equity.

7.7 The provisions of this Section 7 shall remain in effect notwithstanding the termination of this Agreement or any of its Attachments, unless otherwise agreed in writing by both parties.

8. Resolution of Disputes

8.1 Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

8.2 The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert or other facilitator to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its

obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

9. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

10. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with laws of the State of Florida without regard to its conflict of laws and principles.

11. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

12. Notices

12.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
Directory - Industry Relations
3rd Floor, Bin 3-2
600 North 19th Street
Birmingham, AL 35203

Sprint - Florida
Industry Relations Manager
555 Lake Border Drive
Apopka, Florida 32703

Copy to:
General Attorney
Customer Operations Unit
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

12.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

13. Force Maieure

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, 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 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a party's obligations under this Agreement, the due date for the performance of the original obligation shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by either party, the delaying party agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of the other party.

14. Regulatory Approvals

14.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. Parties shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency does not approve any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

14.2 Notwithstanding the above provisions, or any other provision in this Agreement, this Agreement and any Attachments hereto are subject to such changes or modifications with respect to the rates, terms or conditions contained herein as may be ordered or directed by the Commission or the FCC, or as may be required to implement the result of an order or direction of a court of competent jurisdiction with respect to its review of any appeal of the decision of the Commission or the FCC, in the exercise of their respective jurisdictions whether said changes or modification result from an order issued on an appeal of the decision of the Commission or the FCC, a rulemaking proceeding, a generic investigation, or a costing/pricing proceeding conducted by the

Commission or FCC which applies to either Party or in which the Commission or FCC makes a generic determination to the extent that the other Party had the right and/or opportunity to participate in said proceeding (regardless of whether the other Party actually participates). Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or the FCC, whether such action was commenced before or after the effective date of this Agreement; provided, however, in the event a costing/pricing proceeding finalizes interim rates, such final rates developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective as of the Effective Date of this Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon any necessary amendments to the Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties agree to petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision. Further, if the stay of Rule 51.711 is lifted and the rates agreed upon between the parties are not in compliance with the rule, the Parties will renegotiate the rates in order to comply with the rule.

14.3 The Parties shall keep their own records regarding true up and shall mutually determine how such true up shall be calculated. If the Parties are in disagreement regarding the amount of such true up, the Parties shall resolve the issue pursuant to Section 8 of Part A to this Agreement.

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

15. Assignment and Subcontract

Any assignment by either Party to any non-affiliated entity of any right, obligation, or duty, or of any interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate shall provide written notice to the other Party. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such Party except that in the event one party sells an exchange or other service area to which this Agreement applies. In such an event, the selling party may, on behalf of the purchasing party, request renegotiation of this Agreement. This Agreement shall continue in full force and effect until a new agreement has been executed by negotiation or through arbitration. No assignment hereof shall relieve the assignor of its obligations under this Agreement.

16. Relationship of Parties

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

17. Non-Discriminatory Treatment

17.1 If, at any time while this Agreement is in effect, one Party provides interconnection arrangements contained in this Agreement, to a Telecommunications Carrier, as defined in 47 Code of Federal Regulations Part 51.5 on rates, terms and conditions different from those available under this Agreement, then the other Party may opt to adopt such interconnection arrangement including all applicable rates, terms and conditions in lieu of the interconnection arrangement contained in this Agreement. Upon expiration or termination of such other arrangement for interconnection, the provision thus adopted shall cease to apply and shall revert to the corresponding provision of this Agreement.

17.2 Notwithstanding the above, the MFN Obligations shall not apply:

(i) where one Party proves to the Commission that the costs of providing the interconnection arrangement to the other Party are greater than the costs of providing same to the Telecommunications Carrier that originally negotiated such agreement;

(ii) where the provision of a particular interconnection arrangement, to the other party is not technically feasible;

(iii) where pricing is provided to a third party on a dissimilar (e.g., deaveraged vs. averaged price) basis, the other Party may only elect to amend this Agreement to reflect all such differing pricing (but not less than all) contained in such third party agreement; or

(iv) where the interconnection arrangement is provided to a third party in conjunction with material terms or conditions that directly impact the provisioning of said service and the other Party seeks to adopt such interconnection arrangement without inclusion of all or substantially all said material terms or conditions.

18. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

19. Entire Agreement

This Agreement, Attachments and Exhibits, incorporated herein by this reference, set forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

DellSouth Telecommunications, Inc.



Signature

Title

Date

Sprint -Florida, Inc

Signature

Title

Date

General Terms and Conditions - Part A

10. Entire Agreement

This Agreement, Attachments and Exhibits, incorporated herein by this reference, set forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

Sprint -Florida, Inc.

Signature

Signature

Title

Title

Date

Date

[Handwritten Signature]
Vice President Louis External
6/27/97
APPROVED

Definitions

1. **Commission.** The appropriate regulatory agency in Florida.
2. **Common Channel Signaling System 7 (CCS7).** A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits, fully separate from the public switched telephone network that carries the actual call.
3. **Competitive Local Exchange Carrier (CLEC).** A provider of telephone exchange service or exchange access that competes with other Local Exchange Carriers in their established territory.
4. **IntraLATA.** Telecommunication services or functions that originate and terminate within the same LATA.
5. **Links.** A - Links are defined as CCS7 signaling links that interconnect CCS7 network Signaling Points and Service Switching Points with their home Signaling Transfer Point pair. CCS7 network specifications require two A-Links per Signaling Point or Service Switching Point. B-Links are defined as CCS7 signaling links that interconnect one CCS7 network Signaling Transfer Point pair to another Signaling Transfer Point pair at the same level of CCS7 network hierarchy. CCS7 network specifications require four B-Links(quad) to interconnect two pairs of Signaling Transfer Points.
6. **Local Interconnection.** The delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call.
7. **Multiple Exchange Carrier Access Billing (MECAB).** The document containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA, prepared by the Billing Committee of the Ordering and Billing Forum ("OBF") and by Bellcore as Special Report SR-BDS-000983. The OBF functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS").
8. **Multiple Exchange Carrier Ordering and Design (MECOD).** The document that establishes methods for processing orders for access service which is to be provided by two or more LECs or CLECs, developed by the Ordering Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF") and published by Bellcore as Special Report SR STS-002643. The OBF functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

9. Network Identification Code (NIC). NIC is a 24 bit binary code to identify a specific signaling point or node on the CCS7 network. This code is broken down into three primary fields: Network Identify Field, Network Cluster Field and Cluster Member Field.

10. Point of Interconnection (POI). A physical location where each party establishes facilities for the purpose of interconnecting its network with the other party's network.

11. Telecommunications Act of 1996 (Act). Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

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ATTACHMENT A

ATTACHMENT I
INTERCONNECTION

1. Local Interconnection

1. Local Interconnection

1.1 Compensation Basis. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other party's customer. When either party's customer originates traffic and sends it to the other party for termination, the parties agree that for the purposes of determining whether traffic is local or toll, local traffic will be defined as that measured or non-measured traffic the originating party's end users can originate, without any choice to a toll calling plan, under the originating party's local service tariff. All other traffic will be considered as "toll" traffic for interconnection purposes.

1.1.1. Each party will provide the other with information that will allow it to distinguish Local from IntraLATA Toll traffic for its customers. At a minimum, each party shall utilize NXXs in such a way that the other party shall be able to distinguish Local from IntraLATA Toll traffic for its customers. Interconnection facilities will be ordered as needed by the parties to complete such Local calls.

1.1.2 The Parties cannot agree to the treatment of traffic terminated to Information Service Providers; however, the Parties agree to continue to negotiate and come to an agreement regarding this type of traffic within one hundred eighty (180) days of the approval of this Agreement. If the Parties cannot resolve the issue, either Party may petition the appropriate regulatory agency for a final determination.

1.2 Method of Interconnection. The parties agree that there are two appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party and (2) interconnection at a mutually agreeable Point of Interconnection ("POI"). The parties agree to provide and maintain their own facilities up to the POI. The financial arrangement regarding the POI and the facilities provided by each company shall be negotiated between the parties and shall be based upon the configuration of the facility and the ownership of the facilities utilized. The financial arrangements negotiated shall reflect the rates and charges assessed upon competitive local exchange companies in each Party's respective territory.

1.3 Local Interconnection Charges. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in section 1.9, which is incorporated herein by reference. The charges for local interconnection are to be billed monthly and payable monthly after appropriate adjustments pursuant to this Agreement are made. If any undisputed portion of the payment is received after the payment due date as set forth preceding, or if any portion of the payment received is in funds that are not immediately available, then a late payment charge shall be due. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor.

1.3.1 BellSouth's late factor shall be the lessor of:

The highest interest rate (in decimal value) that 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 that payment is actually made, or

1.5% per month, compounded daily for the number of days from the payment due date to and including the date that the payment is actually made.

1.3.2 Sprint's late factor shall be the lessor of:

The highest interest rate (in decimal value) that may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the payment is actually made, or

.000590 per day, compounded daily for the number of days from the payment date to and including the date that the payment is actually made.

1.4 Usage Determination. The parties agree to use best efforts to implement terminating recording capabilities and actual usage billing from those terminating recordings for local interconnection no later than January 1, 1999. The party that will implement billing based on terminating recordings will notify the other party 60 days prior to commencing such billing. Upon implementation of billing from terminating recordings, if the party originating the call combines different jurisdictional traffic types (local, intraLATA toll) over common facilities, the originating party shall first provide to the terminating party a projected Percentage Interstate Usage ("PIU") and a projected Percentage Local Usage ("PLU"), as defined below. Jurisdictional report requirements as specified in the terminating party's intrastate access services tariff will apply to the reporting party. After interstate and intrastate traffic have been determined by use of PIU procedures, a PLU factor will be used for application and billing of local interconnection charges as specified in Section 1.10.

1.4.1 The PLU factor shall consist of a numerator and denominator. The numerator shall include all "nonintermediary" local minutes of use (per jurisdiction) adjusted for those minutes of use that are local only due to Service Provider Number Portability. The denominator is the total minutes of use (per jurisdiction) including local, toll, and access, less terminating party pays minutes of use.

1.4.2 Until such time such systems for terminating recordings and billing are in place, the parties agree to use existing methods of billing and remittance other than bill and keep. Where existing billing and remittance methods do not currently exist, a minute of use surrogate will be used. The surrogate utilized shall be developed from a mutually agreed upon actual traffic study methodology. The traffic study shall be revised semiannually or at other times agreed upon by both Parties. Notwithstanding the foregoing and only on routes where the traffic exchanged between the parties is minimal, the parties agree that they may, upon mutual agreement, elect to utilize a surrogate minute of use per equivalent voice grade facility.

1.5 Trunking Connectivity. Trunking Connectivity for local traffic shall be established in the most appropriate and efficient manner. This connectivity may be to either the local or access tandem for routing to the appropriate end office(s) and/or directly to an end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499.

1.6 Out-of-Band Signaling. Both parties will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically available, in accordance with the industry standard technical specifications. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically available.

1.7 Trunk Groups. The parties agree to establish trunk groups based on traffic volumes, switching capabilities and capacities and one-way versus two-way trunking preferences. Trunk groups to new switches where traffic volumes can only be forecasted shall be established such that each party provides a reciprocal one-way trunk group or the parties may jointly establish a two-way trunk group. The parties agree to use best efforts to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at p.01 grade of service.

The parties agree to meet periodically for the duration of this Agreement commencing with the Effective Date to analyze the trunk recording capabilities and define the administration procedure necessary to utilize two-way trunks for origination and termination of traffic. The parties agree to initiate discussions regarding the development of a joint operational planning guide for trunking arrangements within 90 days of the effective date of this Agreement.

1.8 Tandem Intermediary Function. Either party may provide intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a local exchange telecommunications company other than the parties; or (2) another telecommunications company such as a wireless telecommunications service provider. The parties agree that the appropriate elements of

local interconnection may be charged when performing such intermediary services for either party. Both parties agree that the other party may provide this intermediary function for other local exchange companies or telecommunications companies for the purposes of facilitating the completion of calls between end users. The parties agree that any billing to a third party or other telecommunications company under this section shall be pursuant to MECAB procedures, or other mutually agreeable procedures.

1.9 Rates.

The rates for local interconnection shall be as set forth in Exhibit 1, attached hereto and incorporated herein by this reference. The rates set forth in Exhibit 1 are governed by the provisions of Section 14.2 of the General Terms and Conditions of this Agreement.

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ATTACHMENT A
Attachment 2

ATTACHMENT 2

1. 911/E911
2. SS7 Services

ATTACHMENT 2

1. Access to E911 Emergency Network

1.1 Service of Governmental Agency. Where BellSouth is the retail provider (Primary Provider) of E911 services for the governmental agency in a location where there is also a presence of Sprint (Secondary Provider) BellSouth agrees to provide connection to said System and where appropriate pursuant to this Agreement act as a billing agent for all E911 charges to the governmental agency. Sprint agrees as the Secondary Provider to provide support services to BellSouth so that Sprint end users may be integrated into the E911 system. BellSouth and Sprint agree that this agreement will be reciprocal and said connections will also apply to BellSouth when it is the Secondary Provider and where Sprint is Primary Provider E911 services for a governmental agency. E911 connection includes the following:

1.1.1 Transporting E911 calls from the point of interface with the Secondary Provider exchange(s) to the Switching Control Office of the E911 System;

1.1.2 Switching E911 calls originating from the Secondary Provider's exchange(s) through the Control Office to the designated primary Public Service Answering Point (PSAP) or to designated alternate locations;

1.1.3 Storing and updating the names, street addresses (or central office identification codes if ANI is not available) and associated telephone numbers (provided by the Secondary Provider from each of the Secondary Provider's exchange(s) in an electronic data base of the E911 Data Management System (DMS); and

1.1.4 Displaying the telephone numbers of Secondary Provider's end users calling E911 along with the associated names and/or street address (or central office identification codes if ANI is not available) at any attendant position console of the PSAP or its designated alternate location.

1.1.5 Where applicable, provide and maintain equipment at the switching control office and data management center of the E911 system.

1.2 Billing of Customer. Where applicable because of contractual obligations or regulatory requirements, the Primary Provider shall bill the E911 customer the amount of charges for the services provided by the Parties. Otherwise the Parties shall each bill the E911 Customer the amount of charges for the services provided by the Parties. The Parties agree that they desire to transition to each Party billing the E911 Customer for the services provided by each Party. The parties agree to use best efforts to implement multiple bills to the 911 Customers as expeditiously as possible

and to cooperate with each other in the efforts to fully implement this section. Where the Primary Party is submitting a single bill, the Primary Provider will pay pursuant to an agreed upon methodology, the Secondary Provider for the services provided by the Secondary Provider.

1.3 Sufficient Circuits to Provide Service. Both the Primary and Secondary Providers shall provide and maintain sufficient interoffice dedicated E911 circuits, routed in the same manner as existing Message Toll and Special Service circuits, and central office equipment so that adequate and sufficient E911 Service will be furnished at all times to both parties' end users. Where the total E911 traffic exceeds the capacity of the existing circuits, additional circuits, to the extent necessary, shall be provided by the respective companies in the same proportion that they provide the existing circuits.

1.4 Standard Operating Methods. With respect to all matters covered by this Section, both parties shall comply with standard operating methods and practices and observe the rules and regulations of their respective lawfully established tariffs covering the provision of E911 Service.

1.5 Confidential Information. The 911 services information and records provided to each Party by the other shall be considered Confidential Information pursuant to Section 7 of the General Terms and Conditions of this Agreement and shall be utilized for the provision of 911 services and for no other purpose.

1.6 Access to Database. Due to the large number of Sprint telephone numbers residing in the BellSouth 911 service database because of the counties and municipalities occupying both companies' territories in Central Florida, Sprint will have on line access to the BellSouth 911 service database for error correction of Sprint data maintained in the database.

2. Common Channel Signaling System 7 Interconnection

2.1 Purpose. The purpose of this Subsection is to describe Common Channel Signaling System ("CCS7") Interconnection between the parties. CCS7 is a network signaling technology using Signaling System 7 ("SS7") protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

2.2 Physical Connection. Interconnection between Sprint and BellSouth for CCS7 signaling capability shall require at least full duplex 56 Kilobit digital data links in pairs of A-Links or quads of B-Links, depending upon the interconnection configuration. All links shall meet industry standards for reliability and transmission specification.

2.2.1 Each company shall be responsible for the installation and maintenance of the portion of the signaling links within their respective territory up to the Facility Signaling Point of Interface.

2.2.2 Message (voice or data) trunks must be converted from Multi-frequency (MF) to SS7 capable trunks in order to utilize SS7 signaling capabilities. Each party shall provide the other party with 30 days notice prior to the conversion of trunks from MF to SS7 signaling. Failure to provide such notice will result in the assessment of time and material charges to the party that fails to provide prior notice to the other party.

2.2.3 All signaling nodes and links shall meet industry standards regarding CCS7 protocol operational compatibility assurance requirements.

2.2.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS7-based features between the respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its customers. All CCS7 parameters will be provided including Calling Party Number, Originating Line Information (OLI), calling party category and charge number.

2.2.5 When BellSouth offers its CCS7 Hubbing Network, Sprint may choose to interconnect via A-links or B-links. Sprint will provision its links jointly with BellSouth to the BellSouth Facility Signaling Point of Interface (FSPI) of its choice, and BellSouth will transport the links to the BellSouth Gateway STP of BellSouth's choice. BellSouth reserves the right to rearrange the Gateway STP interconnections as necessary to balance the load of SS7 Network messages. BellSouth agrees to give three months written notice prior to such rearrangements.

2.3 CCS7 Network Identification Codes. Both parties shall obtain and utilize their own Network Identification Code ("NIC") for interconnection purposes when interconnecting to the other party's CCS7 network. Each party will be responsible for notifying the other party and other CCS7 network providers of its code assignments and the services for which they will be used. Due to the complexities and potential signaling network downtime required when changing working NICs, each party agrees to give the other party a written notice of a NIC change six months prior to the effective date of the NIC change.

2.4 Usage Measurement. Each Party is responsible for developing measurement methods for the usage-based compensation portions of CCS7 compensation.

2.5 Compensation. Compensation for the services and capabilities provided under this Attachment are described as follows and charged at the rates shown in Exhibit 2.

ATTACHMENT 3

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY

This Attachment sets forth the terms and conditions under which each party shall afford to the other party access to its poles, ducts, conduits and Rights-of-way, pursuant to the Act.

1. Access to Poles, Ducts, Conduits and Rights of Way.

1.1. Where required by law, the Parties agree to provide to the other nondiscriminatory access to any pole, duct, conduit, or right of way owned or controlled by either party, where available. Such access will be provided subject to any terms and conditions by which either party is bound including but not limited to local, state or national safety and/or construction standards.

1.2. Any authorization required by either party to attach to poles, overloading requirements or modifications to the conduit system or other pathways to allow egress and ingress to the system shall not be unreasonably withheld, delayed, or restricted.

1.3. Each party agrees to obtain the requisite permits or franchises and take no action to intervene against, or attempt to delay the granting of permits or franchises to the other for use of public right of way or access to private property with property owners. Each party agrees to indemnify and hold harmless the other from any claims or actions on account of or relating to the party's failure to obtain the requisite permits or franchises. Each party agrees to provide within thirty (30) business days after receipt of a request from the other party, information relative to the location and access to such facilities in a given local area. If a party requests access to any pole, duct, conduit, or right of way owned or controlled by the other party, but fails to take such access, then the requesting party shall pay the actual costs the other party incurred in responding to said request.

1.4. When establishing service to end users, both parties agree not to damage the property of the other or take any action that would subject the network or facilities of the other party to dangerous electrical currents or other hazards.

2. Compensation

2.1 Access to either party's poles, ducts, conduits, and rights of way, will be provided on a non-discriminatory, competitively neutral basis. Rearrangement costs will be pro-rated on a cost basis among all new users of the facility. Should new facilities be required, the costs shall be pro-rated among all users of the new facility. Existing facilities shall be provided on a pro rata, cost allocated basis. Cost allocations shall be performed in compliance with the FCC rules.

Exhibit 1

BellSouth & Sprint Contractual Local Interconnection Rates

State: Florida

| Rate Element | BellSouth ¹ | Sprint ² |
|--|------------------------|---------------------|
| Local Switching: | | |
| End Office Term., per MOU ³ | | |
| End Office Band 1 | | \$0.002081 |
| End Office Band 2 | | \$0.002983 |
| End Office Band 3 | | \$0.003471 |
| End Office Band 4 | | \$0.004286 |
| End Office Band 5 | | \$0.005073 |
| End Office Band 6 | | \$0.006313 |
| End Office Band 7 | | \$0.007766 |
| End Office Switching, including transport, per MOU | \$0.0020 | |
| Tandem Switching, including transport, per MOU | \$0.001250 | |
| Tandem Switching, excluding transport, per MOU | | \$0.002750 |
| Combined EO & TDM, per MOU | \$0.003250 | |
| Common Transport, per MOU per mile | | \$0.000255# |

Denotes interim

Exhibit 1 (Con't)

¹ BellSouth's rates as set forth in this Exhibit are subject to the provisions of section 14.2 of Part A of this Agreement.

² The Parties acknowledge that Sprint does not agree to the Sprint rates contained in this Exhibit, rather those rates will only be used because those rates are currently available through arbitration of Sprint's Interconnection Agreement with MCI, signed April 15, 1997 by MCI and April 16, 1997 by Sprint which rates BellSouth is electing to take pursuant to Section 17, Non-Discriminatory Treatment, of Part A of this Agreement. The rates are currently under reconsideration by the Florida Public Service Commission, and the arbitration in which the rates were set is the subject of a complaint filed in the Federal District Court for the Northern District of Florida.

(i) In any event, said rates shall no longer be effective or charged by Sprint to BellSouth after the Commission approves a Sprint rate determined in a tariff proceeding, or rulemaking proceeding, or a generic proceeding where BellSouth had the opportunity to participate and where all landline interconnectors with Sprint shall be charged these rates and such rates meet the standards set forth in Section 252(d) of the Act, or until the issues concerning the rates are resolved by the Florida Public Service Commission or the Federal District Court. At that time, the Commission or Court approved or allowed rate shall be applicable and BellSouth shall compensate Sprint at those rates or other applicable rate pursuant to Section 14.2 of Part A of this Agreement.

(ii) In the event that the MCI Agreement terminates or expires or that the rate specified in said MCI Agreement is no longer effective as between Sprint and MCI and there has not been a Commission or Court approved or allowed rate as set forth in (i) above, then the rate above shall no longer be applicable or effective as between the Parties. Instead, BellSouth shall compensate Sprint at the rate then applicable in any other Commission proceeding as specified in (i) above.

³ The Parties agree to negotiate an average rate for these seven bands.

Exhibit 2

BellSouth & Sprint Contractual Common Channel Signaling System 7 (CCS7)
Rates

State: Florida

| Rate Element | BellSouth's Rates | Sprint's Rates |
|---|-------------------|----------------|
| CCS7 Signaling Connection: | | |
| Non-recurring per 56 Kbps facility | \$400.00 | \$211.18 |
| Monthly recurring per 56 Kbps facility | \$5.00 | \$82.00# |
| Monthly recurring per 56 Kbps facility per mile | | \$4.80# |
| CCS7 Signaling Termination: | | |
| Non-recurring per STP port | | \$308.00 |
| Monthly recurring per STP port | \$113.00 | \$498.97# |
| CCS7 Signaling Usage: | | |
| Usage surrogate per month per CCS7 voice trunk (where signaling usage measurement & billing capability does not exist.) | \$1.08# | \$1.08# |

Denotes interim rate subject to section 14.2 of Part
A of this Agreement