



Charles J. Rehwinkel
General Manager

ORIGINAL

00000000
00000000
00000000
00000000
00000000

February 25, 1998

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 971194-TL

Enclosed is the original and fifteen (15) copies of an Interconnection Agreement entered into by Wireless One Networks, L.P. and Sprint -Florida, Incorporated. This agreement was executed on February 24, 1998. It includes the language that the Commission directed to be included in the agreement pursuant to Order No. FPSC-98-0140-FOF-TP. This filing is submitted in compliance with the requirement that a written agreement be submitted within thirty (30) days memorializing and implementing the Commission decision.

If you should have any questions regarding this filing please do not hesitate to call me at 850/847-0244 or William A. Adams, counsel for Wireless One Networks, L.P. at 614/221-3278.

ACK _____
AFA _____ Sincerely,

APP _____

CAF _____
Charles J. Rehwinkel

Charles J. Rehwinkel

CTR _____

EAG _____ CJR/th

LEG 2

LIN 3 Enclosure

OPC _____ cc:

RCH 1

SEC 1

WAS _____

OTH _____

RECEIVED & FILED
[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02631 FEB 25 98

FPSC-RECORDS/REPORTING



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

FEBRUARY 24, 1998

11 Sep 97

Table of Contents

	<u>Page No.</u>
PART A -- GENERAL TERMS AND CONDITIONS	1
Section 1. Scope of this Agreement.....	1
Section 2. Regulatory Approvals.....	2
Section 3. Term and Termination.....	4
Section 4. Charges and Payment.....	5
Section 5. Audits and Examinations.....	6
Section 6. Intellectual Property Rights.....	7
Section 7. Limitation of Liability.....	7
Section 8. Indemnification.....	8
Section 9. Remedies.....	9
Section 10. Confidentiality and Publicity.....	9
Section 11. Warranties.....	11
Section 12. Assignment and Subcontract.....	11
Section 13. Governing Law.....	12
Section 14. Relationship of Parties.....	12
Section 15. No Third Party Beneficiaries.....	12
Section 16. Notices.....	12
Section 17. Waivers.....	13
Section 18. Survival.....	13
Section 19. Force Majeure.....	13
Section 20. Dispute Resolution Procedures.....	14
Section 21. Cooperation on Fraud.....	15
Section 22. Taxes.....	15
Section 23. Non-Discriminatory Treatment.....	16
Section 24. Amendments and Modifications.....	17
Section 25. Severability.....	17
Section 26. Headings Not Controlling.....	17
Section 27. Entire Agreement.....	17
Section 28. Counterparts.....	17
Section 29. Successors and Assigns.....	17
Section 30. Implementation Team.....	18
PART B -- DEFINITIONS	20

PART C	25
ATTACHMENT I - PRICE SCHEDULE	25
1. General Principles.....	25
2. Interconnection and Reciprocal Compensation.....	25
ATTACHMENT II - INTERCONNECTION	30
A. Scope.....	30
B. Exchange of Traffic	31
C. Types of Traffic and Services.....	32
D. Compensation	33
E. Billing	35
ATTACHMENT III - NETWORK MAINTENANCE AND MANAGEMENT.....	37
A. General Requirements.....	37
B. Restoration of Service in the Event of Outages	38
C. Service Projections	38
D. Quality of Service.....	38
E. Information.....	39
ATTACHMENT IV - ACCESS TO TELEPHONE NUMBERS	40
A. General Requirements.....	40
B. Compensation	40
C. Quality of Service.....	40
ATTACHMENT V - POINTS OF INTERCONNECTION	41

INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), is entered into by and between Wireless One Network, L.P. ("Carrier), a Delaware Limited Partnership, and Sprint Florida, Incorporated ("Sprint" or "Company"), a Florida corporation, hereinafter collectively, "the Parties", entered into this 24th day of February, 1998.

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 can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network; and

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

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

PART A -- GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

- 1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of local interconnection. This PART A sets forth the general terms and conditions governing this Agreement. Capitalized terms used in this Agreement shall have the meanings defined in PART B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's and the Commission's rules and regulations, or any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement. PART C sets forth, among other things, descriptions of the services, pricing, and technical and business requirements.

List of Attachments Comprising Part C:

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

- 1.2 Sprint shall not discontinue any interconnection arrangement or Telecommunications Service provided or required hereunder except as required by order of the FCC or Commission or in the case of non-payment for services or facilities as set forth in Section 4. Sprint shall not discontinue for non-payment without providing Carrier thirty (30) days prior written notice of such discontinuation. Sprint agrees to cooperate with Carrier with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 1.3 Sprint will not reconfigure, reengineer or otherwise redeploy its network in a manner which affects Carrier's Telecommunications Services provided hereunder, except in connection with network changes and upgrades where Sprint complies with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.
- 1.4 The services and facilities to be provided to Carrier by Company may be provided pursuant to Company Tariffs and then current practices on file with the Commission or FCC only to the extent that specific rates, terms and conditions are not described in the Agreement.

Section 2. Regulatory Approvals

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

- 2.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC (as modified by the United States Court of Appeals for the Eighth Circuit decision in Iowa Utilities Board v. Federal Communications Commission as filed on July 18, 1997 ("the Eighth Circuit Decision")) and rules and regulations promulgated by the Commission.

The Parties further acknowledge that the Eighth Circuit Decision is subject to modification and appeal, and further that judicial legislative and regulatory changes or modifications may be made to the Act and the rules and regulations of the FCC, and that Commission may require changes to the rates, terms and conditions of this Agreement (individually and collectively, "Revisions"). Either Party shall have the right to require that the Parties negotiate in good faith an amendment to this Agreement to modify any affected provisions to be consistent with the Revisions when such Revisions are final and nonappealable. Any such changes will be effective as of the date agreed to by the Parties.

Should the Parties be unable to reach agreement with respect to the applicability of any Revisions which occur after the date of this Agreement or the resulting appropriate modifications to this Agreement, the Parties agree that a petition may be filed with the Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said Revisions.

- 2.3 To the extent modifications to the Agreement (1) are required by order or the effect of an order of the FCC or Commission in a generic proceeding, tariff proceeding, costing/pricing proceeding, rulemaking proceeding, or an arbitration proceeding of general applicability, (2) Carrier had notice and the opportunity to participate in such proceeding, regardless of whether Carrier participated, and (3) the result is generally applicable to other CMRS carriers, any rates, terms or conditions thus developed or modified if applicable to this Agreement shall be substituted in place of those previously in effect and shall be deemed effective under this Agreement as of the effective date of such order. The other services covered by this Agreement and not covered or affected by such order shall remain unaffected and shall remain in full force and effect.

If the order referenced in the immediately preceding paragraph 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 after a 30-day negotiation period, the Parties agree they may petition such Commission to establish appropriate interconnection arrangements under sections 251 and 252 of the Act in light of said order or decision.

In the event either party is required by any governmental authority or agency to file a tariff or make another similar filing as a result of an order described in this Section 2.3, the Party burdened with such requirement shall make reasonable efforts to provide the other Party with its proposed tariff or similar filing prior to such filing.

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

Section 3. Term and Termination

- 3.1 This Agreement shall be deemed effective upon the Approval Date except as otherwise agreed in writing. No order or request for services under this Agreement shall be processed until this Agreement is so approved, unless otherwise agreed to in writing by the Parties.
- 3.2 Except as provided herein, Sprint and Carrier agree to provide service to each other on the terms defined in this Agreement until December 31, 1998 ("Initial Term"). The Agreement shall be automatically renewed for an additional term of six months following the Initial Term and for successive six months terms following each preceding six-month renewal term unless a Party provides to the other a notice of termination sixty days prior to the last day of the Initial Term or any subsequent six-month term, as the case may be.
- 3.3 In the event either Party receives from the other a notice of termination pursuant to Section 3.2, Carrier may within 30 days thereof send to Sprint a written request to renegotiate this Agreement pursuant to Sections 251 and 252 of the Act, in which case this Agreement shall not be terminated, but shall continue in full force and effect, unless and until a substitute agreement between the Parties with respect to the matters governed herein takes effect.
- 3.4 In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:

a. Either Party's insolvency or initiation of bankruptcy or receivership 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.

- 3.5 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 3.6 If Sprint sells or trades substantially all of the assets used to provide Telecommunications Services in a particular exchange or exchanges, Sprint may terminate this Agreement in whole or in part as to affected exchange or exchanges upon (60) days prior written notice.

Section 4. Charges and Payment

- 4.1 In consideration of the services provided by Sprint under this Agreement, Carrier shall pay the charges set forth in Attachment I subject to the provisions of Sections 2.2 and 2.3 hereof.
- 4.2 Subject to the terms of this Agreement, Parties shall pay one another within thirty(30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 4.3 Billed amounts which are being investigated, queried, or for which claims have or may be filed, are not due for payment until such investigations, claims, or queries have been fully resolved in accordance with the provisions governing dispute resolution of this Agreement.
- 4.4 The billing Party will assess late payment charges to the other Party equal to the lesser of one and one-half percent (1 1/2%) or the maximum rate allowed by law for commercial transactions per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 4.5 Sprint will not accept any new or amended order for Telecommunications Services, Unbundled Network Elements, Interconnection or other services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid.

Section 5. Audits and Examinations

- 5.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Approval Date.
- 5.2 Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).
- 5.3 Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 5.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit.
- 5.4 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1 ½%) per month of the outstanding balance due or the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge to the day of payment or credit.
- 5.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having

such right and is delivered to the other Party in a manner sanctioned by this Agreement.

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

Section 6. Intellectual Property Rights

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

Section 7. Limitation of Liability

Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

Section 8. Indemnification

- 8.1** To the extent not prohibited by law, the Parties agree to indemnify and hold each other harmless from wrongful acts or omissions of the other.

The indemnifying Party shall indemnify and hold harmless the indemnified Party from and against claims for damage to tangible personal property, real property and/or personal injuries arising out of the negligence, willful acts or omissions ("Wrongful Acts") of the indemnifying Party or its agents, servants, employees, contractors or representatives in the performance of its obligations and provision of service under this Agreement whether such claim for damage is asserted by the indemnified Party or a third party.

Notwithstanding the above, in the case of any loss alleged by a customer of either Party, the Party whose customer alleges such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every customer.

The indemnifying Party under this Section 8.1 agrees to defend any suit brought against the other Party either individually or jointly with the indemnifying Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the indemnifying Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section 8.1 and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section 8.1 for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

- 8.2** Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the indemnifying Party's discontinuance of service to one of the indemnified Party's subscribers for nonpayment.
- 8.3** When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

- 8.4 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission order, provide in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Section 7 above).

Section 9. Remedies

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

Section 10. Confidentiality and Publicity

- 10.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 10. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential Information").
- 10.1.1 For a period of three (3) years from receipt of Confidential Information, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or

agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information and in no event less than reasonable care under the circumstances.

- 10.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient (iii) which is rightfully acquired by Recipient free of restrictions on its disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 10.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 10 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 10. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 10.2 Unless otherwise mutually agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.2 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 10.3 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either

Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

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

Section 11. Warranties

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

Section 12. Assignment and Subcontract

- 12.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Company and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- 12.2 Except as herein before provided, and except to an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

Section 13. Governing Law

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

Section 14. Relationship of Parties

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

Section 15. No Third Party Beneficiaries

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

Section 16. Notices

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

If to
Company: Sprint-Florida, Inc.
Director – Carrier Sales
P.O. Box 165000
Altamonte Springs, FL
32716-5000

If to
Carrier: Wireless One Network, L.P.
Director External Affairs
2100 Electronics Lane
Ft. Myers, FL
33912

with a copy to: Sprint-Florida
Vice President External
Affairs
P.O. Box 165000
Altamonte Springs, FL
32716-5000

with a copy to: Wireless One Network, L.P.
Managing General Partner
2100 Electronics Lane
Ft. Myers, FL
33912

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such Party to the other pursuant to this Section 16.

Section 17. Waivers

- 17.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 17.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 17.3 Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

Section 18. Survival

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

Section 19. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, lightning, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 19 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original

obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

Section 20. Dispute Resolution Procedures

- 20.1 The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.
- 20.2 If any portion of an amount due to a Party ("the Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.
- 20.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such

discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

- 20.4 If the Parties are unable to resolve issues related to the Dispute Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 20.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

Section 21. Cooperation on Fraud

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

Section 22. Taxes

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

Section 23. Non-Discriminatory Treatment

The language in this Section 23 shall be effective only in the event the Eighth Circuit Decision is vacated or reversed on appeal and the FCC's "pick and choose" rules are reinstated.

23.1 If, at any time while this Agreement is in effect, Sprint provides interconnection arrangements contained in this Agreement for the provision of a Telecommunications Service, as used herein, to a Telecommunications Carrier, as defined in 47 Code of Federal Regulations Part 51.5, on terms different from those available under this Agreement, then Carrier may opt to adopt such interconnection arrangements upon the same rates, terms, and conditions as those provided to said Telecommunications Carrier in lieu of the interconnection arrangement applicable under this Agreement for its own arrangements with Sprint (hereinafter "MFN Obligations"). Upon expiration of the term of such other agreement for interconnection arrangement, the provision thus adopted shall cease to apply and shall revert to the corresponding provision of this Agreement.

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

(i) where Sprint proves to the Commission that the costs of providing the interconnection arrangement to Carrier 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 Carrier is not technically feasible;

(iii) where pricing is provided to a third party for a cost-based term or cost-based volume discount offering and Carrier seeks to adopt the cost-based term or cost-based volume discount price without agreeing to all or substantially all of the terms and conditions of the cost-based term or cost-based volume discount offering;

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

(v) where interconnection arrangements are provided to a third party in conjunction with material terms or conditions that directly impact the provisioning of said service and Carrier seeks to adopt such

interconnection arrangement without inclusion of all or substantially all said material terms or conditions.

Section 24. Non-waiver, Amendments and Modifications

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

Section 25. Severability

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section 26. Headings Not Controlling

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

Section 27. Entire Agreement

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

Section 28. Counterparts

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

Section 29. Successors and Assigns

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

Section 30. Implementation

- 30.1 **Implementation Team.** This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Within thirty (30) days after the Approval Date, each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.
- 30.2 **Implementation Plan.** Within one hundred twenty (120) days after the Approval Date, the agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan").
- 30.3 **Action of the Implementation Team.** The Implementation Plan may be amended from time to time by the Implementation Team as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Wireless One Network, L.P.

Sprint-Florida, Incorporated

By: *Francis J. Heaton*
Name: FRANCIS J. HEATON
Title: Director - External Affairs
Date: 2/23/98

By: *Jerry Johns*
Name: Jerry Johns
Title: VP - Ext Affairs
Date: 2/24/98



PART B -- DEFINITIONS

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

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

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

"Approval Date" is the date on which Commission approval of the Agreement is granted.

"Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all official Sprint holidays.

"Central Office Switch", "End Office", "Tandem" or "Mobile Switching Center" (hereinafter "Central Office", "CO" or "MSC") - means a switching facility within the public switched telecommunications network, including, but not limited to:

End Office Switches which are switches from which end user Telephone Exchange Service are directly connected and offered

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

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

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

"Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.

"Commission" means the Florida Public Service Commission.

"Control Office" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"FCC" means the Federal Communications Commission.

"FCC Interconnection Order" is the Federal Communications Commission's First Report and Order and Second Report and Order in CC Docket No. 96-98 released August 8, 1996; as subsequently interpreted, amended or modified.

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

"Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.

"Interconnection Point" ("IP") is a mutually agreed upon point of demarcation where the networks of Sprint and Carrier interconnect for the exchange of traffic.

"Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.

The Parties disagreed on the a definition of "Local Traffic" and the language below was approved in an arbitration proceeding in Florida Public Service Commission Order No. PSSC-98-0140-FOF-TP, dated January 26, 1998.

"Local Traffic" for purposes of the establishment of interconnection and not for the billing of customers under this Agreement, is defined as telecommunications traffic between an LEC and CMRS provider that, at the beginning of the call originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. Section 24.202(a); provided however, that consistent with Sections 1033 et seq. of the First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (Aug. 8, 1996), hereinafter the "First Report and Order," the Commission shall

determine what geographic areas should be considered "local areas" for the purpose of applying reciprocal compensation obligations under Section 251(b)(5), consistent with the Commission's historical practice of defining local service areas for wireline LECs. (See, Section 1035, First Report and Order)

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

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

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

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

"NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").

"Ordering and Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier on terms and conditions, including provisioning and repair intervals, no less favorable than those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.

"Parties" means, jointly, Sprint Florida, Inc. and Wireless One Network, L.P., and no other entity, affiliate, subsidiary or assign.

"Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and interMTA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

"Proprietary Information" shall have the same meaning as Confidential Information.

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

"Technically Feasible" as defined in the Act and FCC Interconnection Order.

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

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

The following definition of "Total Element Long Run Incremental Cost (TELRIC)" shall be effective only in the event the Eighth Circuit Decision is vacated or reversed on appeal and the FCC's TELRIC pricing rules are reinstated.

"TOTAL ELEMENT LONG RUN INCREMENTAL COST" ("TELRIC") - shall have the meaning set forth in the FCC's Interconnection Order. It is expressly understood, however, that pricing under this Agreement shall include, in addition to the TELRIC determined cost, a reasonable amount of joint and common costs. TELRIC shall be as determined by the Commission of appropriate jurisdiction for the same or substitute costing methodology with the appropriate treatment of joint and common costs to be determined by said Commission. Provided further, until such time as said Commission shall make such determination, the pricing under this agreement shall be as set forth in the existing contract between the parties.

"Transit traffic" is any traffic which originates from one provider's network, "transits" another provider's network substantially unchanged, and terminates to yet another provider's network.

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

"Virtual Rate Center" means a designated rate center for a NXX that is not physically located at the same V&H coordinates as the central office that serves the assigned NXX.

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

PART C

Attachment I -- Price Schedule

1. General Principles

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

2. Interconnection and Reciprocal Compensation

2.1 The rates to be charged for the exchange of Local Traffic are set forth in Exhibit 1 of this Attachment I and shall be applied consistent with the provisions of Attachment II of Part C of this Agreement. The rates will be based on TELRIC as defined in this Agreement, provided the TELRIC rates are reinstated as described above.

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

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

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

2.4 Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers

have filed with and received approval of relevant cost studies from the pertinent state Commissions.

2.5 Until such time as Company has measurement capabilities or completed traffic studies which reflect actual usage from Carrier to Company, Company will bill Carrier state specific composite rates for all usage. The composite rates, which are based on the individual rate elements, are set forth in Exhibit 1 of this Attachment 1. Similarly, until Carrier has measurement capabilities, Carrier will bill Company a rate developed using the applicable individual rate elements set forth in Exhibit 1. The Parties may initiate a review of the Carrier network and traffic weightings used in calculating the composite rate. Such review may take place on a quarterly basis upon the reasonable request of either party. Rates are subject to the provisions of Section 1.4, 2.2 and 2.3 of this Agreement.

EXHIBIT 1
TO
ATTACHMENT I

Composite Rates:

The Company will utilize composite billing rates based on Section E19 of Sprint's Access Tariff in effect as of August 28, 1997 until such time as rates are modified as described in Part A, Section 1.4, 2.2 and 2.3 of this Agreement.

Composite Rate Element	Composite Rate per Minute of Use
Multiple Switched Traffic	\$.007954
Single Switched Traffic	\$.003587

Individual Rate Elements:

	Recurring Rate	Non-recurring Rate
NRC's		
Service Order NRC		\$25.15
Service Order Listing Only		\$20.82
Central Office Interconnection Charge		\$ 5.31
Testing		\$ 1.42
Trouble Isolation and Testing		\$96.75
FEATURES		
Multi-Hunt Service	\$0.09	\$27.05
TANDEM SWITCHING		
Per Mou	\$0.003345	\$119.76
TRANSPORT		
DS1	Rate Varies	\$135.83
DS3	Rate Varies	\$249.16
Common	\$0.001022	
END OFFICE TERMINATION		
(End Office/TDM Switching/Transport)		
End Office - Statewide Avg/Met	\$0.003587	\$119.76

EXHIBIT 1
TO
ATTACHMENT I
Page 2

INTERCONNECTION (Physical)

CROSS CONNECTION

DS0 Elec X-Conn	\$ 0.94	
DS1 Elec X-Conn	\$ 2.93	
DS3 Elec X-Conn	\$25.85	

COMMON CHANNEL SIGNALING

INTERCONNECTION SERVICE

STP Port	\$498.97	\$308.00
STP Switching	\$ 1.08	
56.0 Kbps Channel Termination	ICB	
56.0 Kbps SS7 Link Fixed	ICB	
56.0 Kbps SS7 Link Per Mile	ICB	
1.544 MPBS Channel Termination	ICB	
1.544 MBPS SS7 Link Fixed	ICB	
1.544 MBPS SS7 Link Per Mile	ICB	
Multiplexing DS1 to DS0	\$300.00	\$142.00
Multiplexing DS3 to DS1	\$600.00	\$ 91.00

LINE INFORMATION DATABASE

LIDB Administration Service	\$0.054	
LIDB Database Transport per query	\$0.0016	
LIDB Database per query	\$0.0366	
Toll Free Code Access Service query	\$0.008498	
Toll Free Code Optional Service query	\$0.001419	
LIDB Manual Update	ICB	

DIRECTORY ASSISTANCE SERVICES

DA Database Listing & Update	\$0.0550	
DA Data Base Query Service	\$0.0103	

TOLL & LOCAL OPERATOR SERVICES

Toll and Local Assistance Service (Live)	\$0.4560	
Directory Assistance Operator Service (per call connection to the Company operator)	\$0.388	

EXHIBIT 1
TO
ATTACHMENT I
Page 3

911 TANDEM PORT

Per DSO Equivalent Port	\$18.92
NRC 911 Port	\$187.50
Customer Name & Address (CNA)	
Per inquiry	ICB

OPERATIONAL SUPPORT SYSTEMS

OSS Interfaces	ICB
----------------	-----

Attachment II -- Interconnection

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

1. Carrier may interconnect its network facilities at any one or more Technically Feasible Interconnection Points. The Parties agree to interconnect at the Company's Tandem or End Office Switches. The IPs are the point(s) of physical interconnection as identified in Attachment V attached hereto and incorporated herein by this reference. Carrier must establish at least one physical IP per LATA as long as LATAs are required by state or federal regulation. Carrier may also establish Virtual Rate Centers (VRCs). Attachment V will be amended and updated to include additional IPs or VRCs as they are developed and implemented during the term of this Agreement.

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

- i) it is a Company exchange;
 - ii) it is served by the same access tandem and is within the same NPA and LATA as the exchange where Carrier's Type 2A interconnection exists; and
 - iii) it is in a different local calling area than the exchange where Carrier's interconnection exists.
2. Interconnection to a Company End Office(s) will provide Carrier access only to the NXX codes served by that individual End Office(s) to which Carrier interconnects.
 3. Should the parties agree to interconnection at a Company Tandem(s), such interconnection will provide Carrier local interconnection for local and toll access service purposes to the Company end offices and NXX codes which interconnect with that Tandem(s) either directly or through other Company facilities for local and toll service purposes, and to other companies which are likewise connected to that tandem(s). Interconnection to a Company tandem for transit purposes will provide Carrier interexchange access to Company, IXCs, Competitive Local Exchange Companies, ILECs, and CMRS providers which are connected to that tandem. Where a Tandem Switch also provides End-Office Switch functions, interconnection to a Company Tandem serving that exchange will also provide Carrier access to Company's End Offices with the same functionality described in (2) above.

4. Interconnection to a Carrier location within an MTA will provide Company local interconnection for local and toll access service purposes to the Carrier's facilities within that MTA and to other companies which are likewise connected within that MTA.
5. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), additional or special trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.
6. Company agrees to provide floor space and such other space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Company agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's written request.
7. The provisions of this Section shall apply to Company's interconnection to Carrier's network for the purpose of routing all the types of traffic.

B. Exchange of Traffic - Where the Parties interconnect, for the purpose of exchanging traffic between networks, the following will apply:

1. The Parties agree to establish trunk groups from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches.
2. When traffic is not segregated according to traffic types, the Parties will provide percentage of jurisdictional use factors (e.g., intra/interMTA), either from the originating end, terminating end or both, or actual measurement of jurisdictional traffic, as may be required to properly bill traffic.
3. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
4. Where available, Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to Carrier.

5. In the event SS7 facilities are not available from Company, Carrier at its option may deliver/obtain multi-frequency signaling.
 6. Where available, Company agrees to provide CIP (carrier identification parameter) within Carrier's SS7 call set-up signaling protocol at no charge.
 7. Company shall support intercompany 64 KBPS clear channel where it provides such capability to its end-users.
 8. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users. Either Party is responsible for ordering facilities to terminate traffic to the other Party. When two-way trunking is employed, the Parties will select a mutually agreeable automated ordering process.
- C. Types of Traffic and Services** - The types of traffic to be exchanged under this Agreement include:
1. Local Traffic.
 2. Switched access traffic as specifically defined in Company's state and interstate switched access Tariffs to the extent that said traffic is not Local Traffic, and generally identified as traffic that originates at one of the Party's end-users and is delivered to an IXC point of presence, or comes from an IXC point of presence and terminates at one of the Party's end-users. When the traffic transits the other Party's network, to the extent switched access traffic cannot be measured, percent usage factors will be developed by Carrier to determine intra/interMTA traffic and intra/interstate traffic.
 3. Transit Traffic. To the extent network and contractual arrangements exist throughout the term of this Agreement, Company will provide intermediary tandem switching and transport services for Carrier's connection of its end-user to a local end-user of: (a) CLECs; (b) another ILEC; (c) IXCs; and (d) other CMRS carriers. To the extent Company provides transit traffic for other carriers terminating to Carrier's network, Company will furnish Carrier call detail for such transit traffic.

The Parties disagreed on the definition of IntraLATA toll traffic rate, and the language for paragraph 4 below was approved in an arbitration proceeding in Florida Public Service Commission Order No. PSSC-98-0140-FOF-TP, dated January 26, 1998.

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

D. Compensation

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

- b. Transport. Transport shall be a separately chargeable element.
 - c. Tandem Charge. Tandem switching shall be a separately chargeable element.
 - d. Additions to an existing and/or new line-side connection between a CMRS provider's switch and Company's central office, or a trunk-side connection, will be subject to a non-recurring charge.
2. Local Traffic Terminating to Carrier. Commencing August 1, 1997, Company agrees to pay Carrier reciprocal compensation for local land-to-mobile traffic computed based on the ratio of 69:31, 69% mobile-to-land and 31% land-to-mobile. The 69:31 ratio will be used as the reciprocal compensation ratio until the Implementation Team agrees upon and conducts an actual traffic study to determine actual percentages. Any change to the 69:31 ratio will be retroactive to August 1, 1997 and a true up will occur for compensation paid under this paragraph 2. Carrier will charge Company the end office rate element pending negotiated or arbitrated resolution of whether Carrier is entitled to bill and Company is obligated to pay higher tandem interconnection, transport, and end office rates for land-to-mobile traffic. Any negotiated or arbitrated resolution of this issue will be retroactively effective to August 1, 1997 and a true up to that date will occur.

The Parties disagreed on the rate to be charged for land-to-mobile traffic, and the language for paragraph 3 below was approved in an arbitration proceeding in Florida Public Service Commission Order No. PSSC-98-0140-FOF-TP, dated January 26, 1998.

3. For all land-to-mobile traffic that Company terminates to Carrier, Company will pay tandem interconnection, transport, and end office termination rate elements where interconnection occurs at the access tandem. Where interconnection occurs at the carrier's end office (cell site), Company will pay the end office termination rate only.
4. InterMTA toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating carrier's Tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the parties, will be used.

5. Transit traffic shall be compensated based on charges associated with the functionality provided, (e.g., end office switching, tandem switching and transport), where applicable.
6. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, intraLATA toll, Switched Access, or CMRS, if applicable. All tandem traffic is subject to a separate charge for the tandem service.
7. Company will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed with and received approval of relevant cost studies from the pertinent state Commissions.

E. Billing

1. Company and Carrier agree to conform to MECAB and MECOD guidelines, where possible, until such time as Carrier develops its own billing system. Once such system is developed, Carrier must coordinate with Company for the implementation and exchange of Billing Account Reference and Bill Account Cross Reference information as well as the Initial Billing Company/Subsequent Billing Company billing cycles in conformance with MECAB and MECOD guidelines.
2. Commencing August 1, 1997, Company agrees to pay Carrier reciprocal compensation for the fixed cost of the dedicated interconnection trunks between Company and Carrier based on a 69:31 Ratio. Both parties agree to implement reciprocal compensation for dedicated interconnection trunks based on actual percentage usage as determined through traffic studies upon the request of either party. Under this methodology, each trunk will be studied for traffic patterns and compensated for based upon the results of the traffic study. Any adjustment made based on such traffic studies will be implemented prospectively from the time of the adjustment.

Interconnection meet point billing arrangements will be made available to Carrier. For construction of new facilities, Company shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is less. Carrier shall be responsible for provisioning 50% of the interconnection facilities or to the Company wire center boundary, whichever is greater. Or, should Carrier prefer, new interconnection facilities may be provisioned via Carrier lease of tariffed services from Company. Special construction charges, if applicable, will be charged in accordance with the Company's access service tariff.

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

ATTACHMENT III -- NETWORK MAINTENANCE AND MANAGEMENT

A. General Requirements

1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
2. Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
3. Company agrees to work toward having service centers available 7 days a week, 24 hours a day, and in the interim must handle Carrier calls as well as other customer calls in a non-discriminatory manner.
4. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance affecting more than twenty-five percent of either Party's circuits in any exchange in a reasonable time frame.
5. Notice of Network Change. The Parties agree to provide each other reasonable notice of changes including the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks and, at a minimum shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.
6. The Company will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. The Company will respond to Carrier customer alarms consistent with how and when it responds to alarms for its own customers.
7. Carrier shall receive prior notification of any scheduled maintenance activity performed by the Company that may be service affecting to Carrier local customers.

- B. Restoration of Service in the Event of Outages** - Company restoration of service in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences shall be performed in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end-users or identified Carrier end-users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Company and Carrier in general. Third, should Company be providing or performing tandem switching functionality for Carrier, third level priority restoration should be afforded to any trunk. Lastly, all service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

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

- C. Service Projections** - Carrier shall make available to Company periodic service projections, as reasonably requested including busy hour usage for Company's access capacity. Company shall manage its network in order to accommodate the Carrier's projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

D. Quality of Service

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

5. Company will make available to Carrier all of the unbundled elements it makes available to itself, its Affiliates or third parties. At a minimum, the unbundled elements available to Carrier shall include:
 - a) Treatment during overflow/congestion conditions;
 - b) Equipment/interface protection;
 - c) Power redundancy; and
 - d) Sufficient spare facilities to ensure provisioning, repair, performance, and availability.
6. Carrier and Company will mutually develop operating statistical process measurements that will be monitored monthly to ensure that a negotiated service quality level is maintained.

E. Information

1. Company must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.
2. Company and Carrier shall agree upon and monitor operational statistical process measurements. Such statistics will be exchanged under an agreed upon schedule.
3. Company and Carrier will periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.
4. Company shall provide Carrier with engineering change notices it provides its own personnel associated with the Company's network elements and deployment of new technologies to the extent such will impact interoperability of Company's and Carrier's networks.
5. Company shall provide Carrier with its list of emergency numbers (e.g. seven digit PSAP numbers, police, fire, etc.). Company will provide Carrier with the same list that Company uses. Company makes no warranties or guarantees with regard to the accuracy, completeness, or currency of said numbers.

ATTACHMENT IV – ACCESS TO TELEPHONE NUMBERS

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

ATTACHMENT V
POINTS OF INTERCONNECTION

TELCO OFFICE	TYPE	CARRIER LOCATION	CIRCUIT #	BILL #
--------------	------	------------------	-----------	--------

On file with the Parties.