

FOURTH AMENDMENT
TO MCIM/BELLSOUTH
INTERCONNECTION AGREEMENT
EFFECTIVE
AUGUST 21, 1997

Pursuant to this Amendment to the MCIm/BellSouth Interconnection Agreement (the "Amendment"), for the state of Kentucky, MCImetro Access Transmission Services, L.L.C. ("MCIm") and BellSouth Telecommunications, Inc. ("BellSouth"), herein referred to collectively as the "Parties," hereby agree to amend the MCIm/BellSouth Interconnection Agreement which was effective August 21, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCIm and BellSouth hereby covenant and agree as follows:

1. The Parties hereby agree that the following shall be added to the Interconnection Agreement as Section 6.3 of Attachment VIII:

6.3 Release of MCIm Directory Listings to Third Party Publishers

6.3.1 MCIm agrees to provide BellSouth, and BellSouth agrees to accept, MCIm Subscriber Listing Information (SLI) relating to MCIm customers in the geographic area(s) covered by this Interconnection Agreement. MCIm authorizes BellSouth to release all such MCIm SLI provided to BellSouth by MCIm to qualifying third parties pursuant to BellSouth's General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time, pursuant to license agreement, as applicable. Such MCIm SLI shall be intermingled with BellSouth listings or from the listings of any other CLEC that has authorized a similar release of subscriber listing information. BellSouth will use good faith efforts to obtain state Commission approval of necessary modifications to Section A38.2 of its tariff, if applicable, to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the Commission of such state has approved modifications to such tariff.

6.3.2 No compensation shall be paid to MCIm for BellSouth's receipt of MCIm SLI, or for the subsequent release to third parties of such SLI. MCIm agrees that to the extent BellSouth incurs costs to modify its systems to enable the release MCIm's SLI, or costs on an ongoing basis to administer the release of MCIm's SLI, MCIm shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform MCIm as of its good faith estimate of MCIm's share of such costs, and MCIm shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of MCIm's SLI.

6.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by MCIm under this Agreement. MCIm shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands,

claims, suits, judgements, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate MCIIm listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to MCIIm any complaints received by BellSouth relating to the accuracy or quality of MCIIm's listings. The date for the initial release of MCIIm's listings and subsequent updates shall be negotiated by the Parties.

2. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**MCIImetro Access Transmission
Services, L.L.C.**

Signature on File

By: _____

Name: Marcel Henry

Title: Vice President

4/24/00

Date: _____

**BellSouth Telecommunications,
Inc.**

Signature on File

By: _____

Name: Jerry D. Hendrix

Title: Senior Director

4/26/00

Date: _____