

**First Amendment to  
Interconnection Agreement by and among  
Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc.,  
Knology of Kentucky, Inc., Knology of North Carolina, Inc., Knology of South  
Carolina, Inc., and Knology of Tennessee, Inc.  
and  
BellSouth Telecommunications, Inc.  
Effective September 9, 2000**

This Amendment (the "Amendment") is made by and among Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc., Knology of Kentucky, Inc., Knology of North Carolina, Inc., Knology of South Carolina, Inc., and Knology of Tennessee, Inc. (collectively referred to as "Knology") and BellSouth Telecommunications, Inc. ("BellSouth") and is effective as of March 16, 2001 ("Effective Date").

WHEREAS Knology and BellSouth (hereinafter referred to collectively as the "Parties") desire to amend that certain Interconnection Agreement between BellSouth and Knology effective September 9, 2000 (the "Interconnection Agreement");

WHEREAS, the language in Section 8, Liability and Indemnification of the Interconnection Agreement, expired by its terms on March 15, 2001;

WHEREAS, both Parties request that the Interconnection Agreement be amended to reflect renegotiated language;

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, Knology and BellSouth hereby covenant and agree to make the following changes to the General Terms and Conditions of the Interconnection Agreement:

1. Delete language in Section 8, Liability and Indemnification, in its entirety and replace with the following:

**8. Liability and Indemnification**

8.1 Knology Liability. In the event that Knology consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Knology under this Agreement.

8.2 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other Party for any act or omission of another telecommunications company providing services to said other Party.

8.3 Limitation of Liability

8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any action, loss, cost, claim, judgement, damages, injury or liability or expense, including without limitation reasonable attorney's fees (collectively, "Loss") relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

Notwithstanding the foregoing, this limitation of liability shall not apply in the event of either Party's (1) gross negligence, (2) willful misconduct, or (3) material breach of any material term of this Agreement which has not been cured pursuant to the following terms. If either Party believes the other Party has materially breached this Agreement, the aggrieved party must notify the breaching Party and the breaching Party shall have sixty (60) days to cure such breach. Willful misconduct as used in this Section shall not include actions in reliance upon either Party's reasonable interpretation of this Agreement even if such term is ultimately found to be erroneous by the Commission, FCC, or court of competent jurisdiction. Further, failure to pay any undisputed sums due under this Agreement shall not be subject to the notice and cure provisions of this Section.

8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss or (ii) for Consequential Damages (defined hereunder). To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

- 8.3.3 Neither BellSouth nor Knology shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data (collectively, "Consequential Damages"). In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder from and against any Loss arising from the receiving Party's use of the services provided by the providing Party under this Agreement to the extent such Loss pertains to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any Loss claimed by the End User of the Party receiving services arising from such receiving Party's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING,  
OR FROM USAGES OF TRADE.

2. All other provisions of the Interconnection Agreement shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the 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.

**BellSouth Telecommunications, Inc.**

By:\_\_\_Original on File\_\_\_\_\_

Name:\_\_\_C. W. Boltz\_\_\_\_\_

Title:\_\_\_Managing Director\_\_\_\_\_

Date:\_\_\_6-26-01\_\_\_\_\_

**Knology of Alabama, Inc.**

By:\_\_\_Original on File\_\_\_\_\_

Name:\_\_\_Chad S. Wachter\_\_\_\_\_

Title:\_\_\_VP/General Counsel\_\_\_\_\_

Date:\_\_\_6/20/01\_\_\_\_\_

**Knology of Florida, Inc.**

By:\_\_\_Original on File\_\_\_\_\_

Name:\_\_\_Chad S. Wachter\_\_\_\_\_

Title:\_\_\_VP/General Counsel\_\_\_\_\_

Date:\_\_\_6/20/01\_\_\_\_\_

**Knology of Georgia, Inc.**

By: Original on File

Name: Chad S. Wachter

Title: VP/General Counsel

Date: 6/20/01

**Knology of Kentucky, Inc.**

By: Original on File

Name: Chad S. Wachter

Title: VP/General Counsel

Date: 6/20/01

**Knology of North Carolina, Inc.**

By: Original on File

Name: Chad S. Wachter

Title: VP/General Counsel

Date: 6/20/01

**Knology of South Carolina, Inc.**

By: Original on File

Name: Chad S. Wachter

Title: VP/General Counsel

Date: 6/20/01

**Knology of Tennessee, Inc.**

By: Original on File

Name: Chad S. Wachter

Title: VP/General Counsel

Date: 6/20/01