

**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**<<customer\_name>>**

## AGREEMENT

This Agreement, which shall become effective as of the 6th day of June, 2001, is entered into by and between Premiere Network Services, Inc., ("Premiere Network") corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, Premiere Network has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and SBC Telecom – KY date 07/24/2000 or the state of Kentucky.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Premiere Network and BellSouth hereby agree as follows:

1. Premiere Network and BellSouth shall adopt in its entirety the SBC Telecom – KY Interconnection Agreement dated 07/24/2000 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The SBC Telecom – KY Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
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Title Page	1
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TOTAL	413

2. In the event that Premiere Network consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Premiere Network under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in General Terms and Conditions in the SBC Telecom – KY Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to the General Terms and Condition of the SBC Telecom – KY Interconnection Agreement, the effective date shall be **07/24/2000**.

4. Premiere Network shall accept and incorporate any amendments to the SBC Telecom – KY Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

CLEC Account Team  
9th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203  
and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

Premiere Network Services  
1510 North Hampton Road  
Suite 120  
DeSoto, TX 75115

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

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

Signature on File  
Signature

CW Boltz  
Name

6-7-2001  
Date

Premiere Network Services, Inc.

Signature on File  
Signature

Leo A. Wrobel/ President. CEO  
Name

6-4-2001  
Date