

By and Between

BellSouth Telecommunications, Inc.

And

<<customer_name>>

**Cross Connection Agreement Between
BellSouth Telecommunications, Inc.
and
Sprint Communications Company L.P.**

This Agreement (the "Agreement") is entered into effective the 2nd day of January, 2001 by and between Sprint Communications Company L.P. ("Sprint") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties".

WITNESSETH

WHEREAS, Sprint desires to cross connect to a Physical Collocation arrangement in a BellSouth Central Office in and for the States of Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee (the "cross connections")

WHEREAS, BellSouth is agreeable to provide cross connections subject to the terms and conditions set forth in this agreement.

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

1. This Agreement for cross connections shall become binding upon execution by the Parties and, subject to Sprint's right to terminate as further specified herein, shall continue for a period of two years. Sprint may terminate this Agreement without penalty at any time, upon thirty days written notice to BellSouth.
2. BellSouth will, upon request, provide and Sprint will compensate BellSouth for the cross connections in accordance with the terms and conditions set forth herein and the schedule of prices set forth in Attachment A to this Agreement, which is incorporated herein by reference, in and for the States of Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee.
3. Neither Party will be liable to the other for any damage to property, equipment or facilities or injury to person caused by the other Party, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. Each Party will indemnify and defend the other Party against any third party claims, lawsuits, judgments, fees, costs or other expenses resulting or claimed to result from activities of the indemnifying Party, its agents or employees.
4. No Consequential Damages. Neither Party will be liable to the other for indirect, incidental, consequential, reliance, or special damages (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits

suffered by such other parties (collectively, “Consequential Damages”), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Nothing in this section will limit the parties’ indemnification obligations as specified herein.

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

Sprint Communications Company L.P.

BellSouth Telecommunications, Inc.

Signature On File
Authorized Signature

Signature On File
Authorized Signature

W. Richard Morris
Print or Type Name

Patrick C. Finlen
Print or Type Name

Vice President – External Affairs
Title

Managing Director
Title

1/02/01
Date

1/03/01
Date

ATTACHMENT A

Georgia

PE1F2	Cross Connects 2-fiber	Per cross connect	MRC \$2.86	NRC-First/Add'l \$52.14/\$38.72
PE1F4	4-fiber		\$5.08	\$64.74/\$51.31
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

Kentucky

PE1F2	Cross Connects 2-fiber	Per cross connect	MRC \$3.80	NRC-First/Add'l \$52.04/\$38.63
PE1F4	4-fiber		\$6.75	\$64.59/\$51.18
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

Louisiana

PE1F2	Cross Connects 2-fiber	Per cross connect	MRC \$3.03	NRC-First/Add'l \$51.86/\$38.49
PE1F4	4-fiber		\$5.38	\$64.36/\$50.99
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$47.44	NA
PE1B4	4 Fiber Cross-Connect		\$63.97	NA

Mississippi

PE1F2	Cross Connects 2-fiber	Per cross connect	MRC \$3.28	NRC-First/Add'l \$51.78/\$38.43
PE1F4	4-fiber		\$5.83	\$64.27/\$50.91
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

South Carolina

PE1F2	Cross Connects 2-fiber	Per cross connect	MRC \$2.82	NRC-First/Add'l \$52.11/\$38.69
PE1F4	4-fiber		\$5.01	\$64.69/\$51.26
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA

ATTACHMENT A (Cont.)

Tennessee

	Cross Connects	Per cross connect	MRC	NRC-First/Add'l
PE1F2	2-fiber		\$3.82	\$52.37/\$38.89
PE1F4	4-fiber		\$6.79	\$65.03/\$51.55
	POT Bay Arrangements*	Per cross-connect		
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA

* POT Bay Charges in addition to cross connect charges will apply for collocation arrangements where the demarcation point is located at the POT Bay.