

**FIRST AMENDMENT TO  
INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT  
BETWEEN**

**GTE SOUTH INCORPORATED**

**AND**

**E.SPIRE COMMUNICATIONS, INC.**

(Formerly Known as American Communications Services, Inc.)

**THIS FIRST AMENDMENT** to the Interconnection, Resale and Unbundling Agreement (the "Agreement") by and between GTE South Incorporated ("GTE") and e.spire Communications, Inc. ("e.spire") which became effective May 9, 1997. GTE and e.spire being referred to collectively as the "Parties" and individually as a "Party." This First Amendment covers services in the state of Kentucky (the "State").

**WHEREAS**, the Agreement, was approved by the Commission's Order dated May 9, 1997 in Docket No. 97-125 ("Agreement"); and

**WHEREAS**, the Parties have agreed to interconnect their respective frame relay networks via a Public Network to Network (NNI) interface; and

**WHEREAS**, the Parties now wish to amend the Agreement to reflect the terms and conditions of the NNI interconnection;

**NOW THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The following definition of Public Network to Network Interface (NNI) shall be added to Attachment B of the Agreement first described above:

77. "Public Network to Network Interface (NNI)" is an intraLATA interface between two data networks owned by two different local exchange carriers. It is established for the purpose of carrying two way traffic for multiple end users on a facility shared by the two companies.

2. Article V, Local Interconnection Arrangements of the Agreement first described above shall be modified as follows:

a.) Article V, Paragraph C.1 shall be replaced in its entirety by the following language:

C.1 Interconnection Methods. The Parties agree to the following methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons, because of space limitations or at the option of the Party requesting interconnection; (2) physical collocation; (3) interconnection via purchase of facilities from either Party by the other Party; and (4) frame relay Public NNI. Rates and charges for collocation are set forth in Attachment C-1 hereto and applicable provisions of GTE's access service tariffs.

b.) Article V, Paragraph C.2 shall be amended by the addition of the following language as Article V, Paragraph C.2e:

C.2.e. Frame Relay/NNI Interconnection. The Parties agree to interconnect their frame relay

networks via a Public Network-to-Network Interconnection (NNI) for service that is available to customers of either company on request. The Parties will interconnect the frame relay service via a Public NNI facility within the same LATA.

Each Party shall bear its own cost of providing the Public NNI service. This includes the cost of the physical facility, frame relay port and associated support organization costs for circuit provisioning, testing and turn-up. If GTE provides the NNI transport facility between a GTE frame relay switch and an e.spire frame relay switch, GTE's applicable Special Access tariff will be used to determine the rate for this service and e.spire will pay fifty percent (50%) of that rate. If e.spire provides the NNI transport facility between an e.spire frame relay switch and a GTE frame relay switch, e.spire's applicable Special Access tariff will be used to determine the rate for this service and GTE will pay fifty percent (50%) of that rate. If mutually agreeable, the Parties may provide the NNI facility and to the extent each Party provides half of the facilities, no charge between the Parties shall apply. If either Party does not provide one half of the required facilities, then the Party providing the greater percentage of the route facilities will charge the other Party the appropriate transport rate from its applicable Special Access tariff for the mileage difference for interconnecting to such Party's frame relay switch network. Each Party will bill its own respective frame relay service end users for its frame relay service.

The Parties understand that the establishment of the Public NNI between GTE and e.spire will require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "NNI Implementation Team") that will develop and identify those processes, guidelines, specification, standards and additional terms and conditions necessary to support and to establish the NNI. Within fifteen (15) days after the Effective Date of this First Amendment, each Party will designate, in writing, the members of this team. Within sixty (60) days after the Effective Date of this First Amendment, the NNI Implementation Team will mutually develop detailed ordering, provisioning, planning, forecasting, and maintenance procedures for Frame Relay Service and will document such procedures in a separate document. This document will include minimal technical standards for circuit provisioning to be used for Frame Relay Service. The NNI facility will be treated as special access to provide consistency with traditional methods of establishing meet point circuits. The Parties will jointly decide the location(s) of the NNI facilities.

In the event a GTE tariff is subsequently approved regarding Public NNI services for which a rate is established in this Agreement, e.spire may elect to switch to such tariffed rate upon thirty (30) days written notice to GTE.

3. Except as specifically modified by this First Amendment, the Agreement will remain in full force and effect.
4. If any provision in the Agreement conflicts with this First Amendment, this First Amendment will control.

**IN WITNESS WHEREOF**, each Party has executed this First Amendment to be effective as of the date on which this First Amendment is filed with the Commission.

GTE SOUTH INCORPORATED

E.SPIRE COMMUNICATIONS

By: Connie Nicholas

By: Riley M. Murphy

Name: Connie Nicholas

Name: Riley M. Murphy

Title: Assistant Vice President  
Wholesale Markets - Interconnection

Title: Secretary

Date: March 19, 1999

Date: January 22, 1999