

BELLSOUTH® / CLEC Agreement

Customer Name: Intermedia Communications Inc.

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By and Between
BellSouth Telecommunications, Inc.
And
Intermedia Communications Inc.

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Intermedia Communications Inc. ("Intermedia"), a Delaware 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, Intermedia has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCImetro Access Transmission Services LLC dated July 29, 2002 for the state of Kentucky.

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

1. Intermedia and BellSouth shall adopt in its entirety the MCImetro Access Transmission Services LLC Interconnection Agreement dated July 29, 2002 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 MCImetro Access Transmission Services LLC 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:

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2. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section Section 3 of the MCImetro Access Transmission Services LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 3 of the MCImetro Access Transmission Services LLC Interconnection Agreement, the effective date shall be July 29, 2002.

3. 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.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Intermedia Communications Inc.

MCI WorldCom, Inc.

06/26/02

5055 Northpoint Parkway
Alpharetta, GA 30022
Attn: Vice President, National Contract & Carrier
Management

Copy to:
Vice President & Chief Network Counsel
WorldCom, Inc.
1133 19th Street
Washington, DC 20036

Senior Manager
Carrier Agreements
MCI WorldCom, Inc.
205 North Michigan Avenue
Chicago, IL 60601

Commercial Counsel
MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022

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.

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

BellSouth Telecommunications, Inc.

Intermedia Communications Inc.

Original on File _____

Original on File _____

Signature _____

Signature

Elizabeth R. A. Shiroishi _____

Marcel Henry _____

Name _____

Name

1/27/03 _____

1/22/03 _____

Date

Date

06/26/02