

BELLSOUTH[®] / CLEC Agreement

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By and Between

BellSouth Telecommunications, Inc.

And

Qwest Communications Corporation

BELLSOUTH/Qwest CROSS CONNECT AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation and Qwest Communications Corporation ("Qwest"), a Colorado corporation and shall be deemed effective as of thirty (30) calendar days after the date of the final signature on this document. This Agreement may refer to either BellSouth or Qwest or both as a "Party" or "Parties".

RECITALS

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

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, Qwest is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Qwest agree as follows:

GENERAL TERMS AND CONDITIONS

Section 1. Term of the Agreement

1.1 The term of this Agreement shall commence on the date stated on page 2 of this Agreement, and shall remain in effect for a period of two (2) years. Qwest may terminate this Agreement without penalty at any time, however, upon thirty (30) calendar days' written notice to BellSouth.

Section 2. Services

2.1 BellSouth shall provision cross connects to Qwest, upon request of Qwest, when necessary for Qwest to order services under the applicable tariff based on the services being cross connected from an end user premises which will terminate into another telecommunications carrier's physical collocation space within a BellSouth central office or serving wire center (hereinafter "Services").

2.2 BellSouth shall provision such cross connects in a nondiscriminatory manner at parity with how it provisions cross connects to itself.

2.3 Qwest will order the cross connects in conjunction with its access service request using an Access Service Request (ASR). Additionally, Qwest will have to provide a Letter of Authorization (LOA) and Connecting Facility Assignment (CFA) from the telecommunications carrier whose physical collocation space is where they intend to cross connect and terminate its access service.

Section 3. Filing of Agreement

3.1 Upon execution of this Agreement it shall be filed with the appropriate state or federal regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Qwest shall be responsible for publishing the required notice and the publication and/or notice costs and filing fees shall be borne by Qwest.

Section 4. Charges and Payment

4.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Tapestry and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to Qwest under this Agreement. BellSouth will format all bills in CBOS Standard or

CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.

4.1.1 Qwest agrees to pay the charges as set forth in Exhibit A. These rates are interim until BellSouth has completed its cost study work, filed the results with the Federal Communications Commission (FCC) and the rates have become effective as a part of BellSouth's Tariff FCC No. 1. At that time Qwest agrees that the rates contained in BellSouth's Tariff FCC No. 1 will replace the interim rates, effective on the beginning of Qwest's next billing cycle.

4.2 Payment Responsibility. Payment of all charges will be the responsibility of Qwest. Qwest shall make payment to BellSouth for all services billed. Payments made by Qwest to BellSouth as payment on account will be credited to Qwest's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between Qwest and the telecommunications carrier to which Qwest terminates its access service.

4.3 Payment Due. Payment for Services provided will be due on or before the next bill date and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

4.3.1 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 4.4, below, shall apply.

4.4 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor will be controlled by the applicable tariff based on the services being cross connected. In addition to any applicable late payment charges, Qwest may be charged a fee for all returned checks pursuant to the applicable state law.

4.5 Discontinuing Service to Qwest. Except as otherwise set forth herein the procedures for discontinuing service to Qwest are as follows:

4.5.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Qwest of the rules and regulations of BellSouth's tariffs.

4.5.2 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

4.5.3 If BellSouth does not discontinue the provision of the services involved on the thirtieth (30th) day following the date of the notice and Qwest's noncompliance continues, nothing contained herein shall preclude BellSouth from its right to discontinue the provision of the services to Qwest without further notice.

4.5.4 BellSouth will reestablish service for Qwest upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Qwest is solely responsible for notifying any end users of the proposed service disconnection. If within fifteen (15) calendar days after Qwest has been notified and no arrangements to reestablish service have been made consistent with this subsection, Qwest's service will be disconnected.

4.6 Deposit Policy. Qwest shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Qwest from its obligation to make complete and timely payments of its bill. Qwest shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Qwest's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Qwest fails to remit to BellSouth

any deposit requested pursuant to this Section, service to Qwest may be terminated in accordance with the terms of Section 4.5 of this Attachment, and any security deposits will be applied to Qwest's account(s). In the event Qwest defaults on its account, service to Qwest will be terminated and any security deposits will be applied to Qwest's account.

4.7 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Qwest, shall be forwarded to the individual and/or address provided by Qwest in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Qwest as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from Qwest to BellSouth's billing organization, a final notice of disconnection of services purchased by Qwest under this Agreement shall be sent via certified mail to the individual(s) listed in Section 13 of this Agreement at least thirty (30) calendar days before BellSouth takes any action to terminate such services.

Section 5. Billing Disputes

5.1 Qwest agrees to notify BellSouth in writing upon the discovery of a billing dispute. Qwest shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) calendar day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

5.2 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by Qwest and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by Qwest for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of BellSouth, Qwest will make immediate payment of any of the disputed amount owed to BellSouth or BellSouth shall have the right to pursue normal treatment procedures. Any credits due to Qwest, pursuant to the billing dispute, will be applied to Qwest's account by

BellSouth immediately upon resolution of the dispute.

5.3 If Qwest disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by BellSouth after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to BellSouth, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by BellSouth for payment, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor defined in the applicable tariff based on the services being cross connected. BellSouth shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

Section 6. Assignment and Subcontract

6.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) calendar days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Qwest, the assignee must be a telecommunications provider and provide evidence of any necessary certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Qwest shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Qwest pays all bills, past due and current, under this Agreement, or (2) Qwest's assignee expressly assumes liability for payment of such bills.

6.2 If any Party's obligation under this Agreement is performed by a subcontractor or affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or affiliates. No subcontractor or affiliate shall be deemed a third party beneficiary for any purposes under this Agreement.

Section 7. Compliance with Laws

7.1 Each Party shall comply at its own expense with Applicable Law.

Section 8. Governing Law

8.1 This Agreement shall be governed by and construed in accordance with federal and Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee substantive telecommunications law, where applicable. In all other respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 9. Relationship of Parties

9.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations.

Section 10. No Third Party Beneficiaries

10.1 The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

Section 11. Intellectual Property Rights and Indemnification

11.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

11.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

11.3 Intellectual Property Remedies

11.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 12.

11.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

11.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

11.3.2.2 obtain a license sufficient to allow such use to continue.

11.3.2.3 In the event Section 11.3.2.1 or 11.3.2.2 are commercially unreasonable, then said Party may terminate,

upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

11.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

11.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

11.4 Dispute Resolution. Any claim arising under this Section shall be excluded from the dispute resolution procedures set forth in Section 18 and shall be brought in a court of competent jurisdiction.

11.5 The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

Section 12. Indemnification and Liability

12.1. Liability Cap.

12.1.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by Qwest, any Qwest end user or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service

was affected. Notwithstanding the foregoing, claims for damages by Qwest, any Qwest end user or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by Qwest resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

12.1.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by Qwest pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section, Qwest's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of Qwest and claims for damages by BellSouth resulting from the failure of Qwest to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

12.2 Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

12.3 Neither Party shall be liable for damages to the other Party's terminal location, Interconnection Point or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct, or by a Party's failure to properly ground a local loop after disconnection using sound engineering principles.

12.4 The Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement, involving: 1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; 2) any claim, loss, or damage claimed by the receiving Party's customer(s) arising from such customer's use of any

service, including 911/E911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder. Nothing herein is intended to modify or alter in any way the indemnification obligations set forth in Section 10, supra, relating to intellectual property infringement.

12.5 Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party chooses to waive its rights to be indemnified further in any claim or action, the Indemnified Party's counsel shall not interfere with the defense strategy chosen by the Indemnifying Party and its counsel, and the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action might be in conflict with a course of action or inaction chosen by the Indemnifying Party. The Indemnifying Party is not liable under this Section 11 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the Indemnified Party has tendered the defense of the claim, demand, or lawsuit to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

12.6 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.

12.7 Both Parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law or required under this Agreement, and may at their own cost and expense purchase insurance or self-insure for their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either Party.

Section 13. Notices

13.1 Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person by overnight courier, or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To Qwest: Qwest Communications Corporation
4250 N Fairfax Drive
Arlington, VA 22203
Attn: Akira Oyama

To BellSouth: CLEC Collocation Negotiator
BellSouth Telecommunications, Inc.
34S91
675 W Peachtree Street
Atlanta, GA 30375

Copy to: General Attorney-Interconnection
BellSouth Telecommunications, Inc
Suite 4300
675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375

If personal delivery or courier is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

Section 14. Waivers

14.1 A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed

to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

Section 15. Force Majeure

15.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Qwest, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

Section 16. Termination

16.1 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

16.1.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) calendar days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld shall not be deemed "amounts due hereunder" for the purpose of this provision.

16.1.2 If such material breach is for any failure to perform in accordance with this Agreement, which adversely affects the non-breaching Party's customers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within ten (10) calendar days, and if the breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection

may be given electronically or by facsimile and in such case shall be deemed received when sent.

16.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching Party shall cure such breach to the non-breaching Party's reasonable satisfaction within forty-five (45) calendar days, and if it does not, the non-breaching Party may, at its sole option terminate this Agreement, or any parts hereof. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

16.2 Qwest may terminate any Services provided under this Agreement upon thirty (30) calendar days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Services in this Agreement, or pursuant to any applicable tariff, in which event such specific period or conditions shall apply. Where there is no such different notice period or different condition specified, Qwest's liability shall be limited to payment of the amounts due for any terminated Service(s) provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 12, supra, shall still apply.

Section 17. Proprietary and Confidential Information

17.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Qwest, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (such as trade secret information) including, but not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) calendar days thereafter, and shall be clearly marked with a confidential or proprietary legend.

17.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient in whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information, solely in conjunction with Recipient's analysis of the Information, and for no other purpose

except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

17.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

17.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

17.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

17.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

17.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

17.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

Section 18. Resolution of Disputes

18.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the appropriate state Commission for a resolution of the dispute.

However, each Party reserves any rights it may have to seek judicial review of any ruling made by the FCC concerning this Agreement.

Section 19. Taxes

19.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise), imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

19.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

19.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

19.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

19.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

19.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

19.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

19.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party,

stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

19.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

19.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

19.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

19.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) calendar days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.

19.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

19.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its

customer, shall be borne by the purchasing Party.

19.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

19.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

19.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

19.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

19.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

19.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be

provided, if possible, at least ten (10) calendar days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.

19.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

Section 20. Amendments and Modifications

20.1 No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

Section 21. Severability

21.1 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

Section 22. Headings Not Controlling

22.1 The headings and numbering of Sections and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 23. Entire Agreement

23.1 This Agreement, including all Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 24. Counterparts

24.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 25. Successors and Assigns

25.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Qwest Communications Corporation

BellSouth Telecommunications,
Inc.

By: Original Signature On File

By: Original Signature On File

Name: Akira Oyama

Name: Elizabeth A. Shiroishi

Title: Senior Manager Network
Operations

Title: Managing Director

Date: August 9, 2002

Date: August 14, 2002

**Qwest Cross Connect Rates
ALABAMA**

Exhibit A

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Filt	Interim	Zone	BCS	USOC	RATES						Submitted Elec per LSR		
								Nonrecurring			Nonrecurring Disconnect				Source	SOMECS
								Rec	First	Add'l	First	Add'l				
PHYSICAL COLLOCATION																
		Physical Collocation - DS1 Cross-Connects				CLO,UEANL,U EQ,WDS1L,W DS1S	PE1P1	8.00	155.00	27.00						
		Physical Collocation - DS3 Cross-Connects				CLO	PE1P3	72.00	155.00	27.00						

**Qwest Cross Connect Rates
FLORIDA**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Filt	Zone	BCS	USOC	RATES						Submitted Elec per LSR
							Nonrecurring			Nonrecurring Disconnect			
							Rec	First	Add'l	First	Add'l		
PHYSICAL COLLOCATION													
		Physical Collocation - DS1 Cross-Connects			CLO,U EANL,U EQ,WD S1L,W DS1S	PE1P1	8.00	155.00	27.00				
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	72.00	155.00	27.00				

**Qwest Cross Connect Rates
GEORGIA**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Filt	Interim	Zone	BCS	USOC	RATES						
								Nonrecurring		Nonrecurring Disconnect		Source	SOME C	
								Rec	First	Add'l	First			Add'l
													Submitted Elec per LSR	
PHYSICAL COLLOCATION														
		Physical Collocation - DS1 Cross-Connects				CLO,U EANL,U EQ,W S1L,W DS1S	PE1P1	8.00	155.00	27.00				
		Physical Collocation - DS3 Cross-Connects				CLO	PE1P3	72.00	155.00	27.00				

**Qwest Cross Connect Rates
KENTUCKY**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Filt	Interim	Zone	BCS	USOC	RATES						Submitted Elec per LSR	
								Nonrecurring		Nonrecurring Disconnect		Source	SOMEK		
								Rec	First	Add'l	First			Add'l	
PHYSICAL COLLOCATION															
		Physical Collocation - DS1 Cross-Connects				CLO,U EANL,U EQ,W,D S1L,W DS1S	PE1P1	8.00	155.00	27.00					
		Physical Collocation - DS3 Cross-Connects				CLO	PE1P3	72.00	155.00	27.00					

Qwest Cross Connect Rates
LOUISIANA

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Filt	Zone	BCS	USOC	RATES					Submitted Elec per LSR	
							Nonrecurring		Nonrecurring Disconnect		Source		SOMECS
						Rec	First	Add'l	First	Add'l			
PHYSICAL COLLOCATION													
		Physical Collocation - DS1 Cross-Connects			CLO,UEANL,UEQ,WD S1L,WD S1S	PE1P1	8.00	155.00	27.00				
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	72.00	155.00	27.00				

**Qwest Cross Connect Rates
MISSISSIPPI**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Filt	Zone	BCS	USOC	RATES						Submitted Elec per LSR
							Nonrecurring		Nonrecurring Disconnect		Source	SOMEK	
							Rec	First	Add'l	First			
PHYSICAL COLLOCATION													
		Physical Collocation - DS1 Cross-Connects			CLO,U EANL,U EQ,W S1L,W DS1S	PE1P1	8.00	155.00	27.00				
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	72.00	155.00	27.00				

**Qwest Cross Connect Rates
NORTH CAROLINA**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Filt	Interim	Zone	BCS	USOC	RATES					Svc Order Submitted Elec per LSR
								Rec	First	Add'l	First	Add'l	
									Nonrecurring		Nonrecurring Disconnect		
PHYSICAL COLLOCATION													
		Physical Collocation - DS1 Cross-Connects				CLO,UEAN L,UEQ,WD S1L,WDS1 S	PE1P1	8.00	155.00	27.00			
		Physical Collocation - DS3 Cross-Connects				CLO	PE1P3	72.00	155.00	27.00			

**Qwest Cross Connect Rates
SOUTH CAROLINA**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Filt	Interim	Zone	BCS	USOC	RATES						Submitted Elec per LSR	
								Nonrecurring		Nonrecurring Disconnect		Rec	First		Add'l
PHYSICAL COLLOCATION															
		Physical Collocation - DS1 Cross-Connects				CLO,UE ANL,UE Q,WDS1 L,WDS1 S	PE1P1	8.00	155.00	27.00					
		Physical Collocation - DS3 Cross-Connects				CLO	PE1P3	72.00	155.00	27.00					

**Qwest Cross Connect Rates
TENNESSEE**

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Filt	Interim	Zone	BCS	USOC	RATES				Submitted Elec per LSR	
								Rec	First	Add'l	First		Add'l
								Nonrecurring		Nonrecurring			
									Disconnect				
PHYSICAL COLLOCATION													
		Physical Collocation - DS1 Cross-Connects				CLO,UE ANL,UE Q,WDS1 L,WDS1 S	PE1P1	8.00	155.00	27.00			
		Physical Collocation - DS3 Cross-Connects				CLO	PE1P3	72.00	155.00	27.00			