

BELLSOUTH® / CLEC Agreement

Customer Name: Sprint Long Distance, Inc.

Sprint Long Distance, Inc. - ICA - Adoption	2
Adoption Papers	3
Signature Page	5

By and Between
BellSouth Telecommunications, Inc.
And
Sprint Long Distance, 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 Sprint Long Distance, Inc. (Sprint LD), 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 entire interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

WHEREAS, Sprint LD has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and KMC Data dated June 30, 2005 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

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

1. Sprint LD and BellSouth shall adopt in its entirety the KMC Data Interconnection Agreement dated June 30, 2005 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 KMC Data 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
Adoption Papers	3
Title Pages	2
General Terms and Conditions	28
Attachment 1	38
Attachment 2	336
Attachment 3	81
Attachment 4	112
Attachment 5	5
Attachment 6	21
Attachment 7	36
Attachment 8	2
Attachment 9	2
Attachment 10	8
Attachment 11	8
Amendment dated 11/14/05	65
TOTAL	747

2. In the event that Sprint LD 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 Sprint LD 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 Section 3 of the KMC Data Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 3 of the KMC Data Interconnection Agreement, the effective date shall be June 30, 2005.

4. Sprint LD shall accept and incorporate any amendments to the KMC Data Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. The Parties agree to delete and replace the addresses in Section 24.1, Notices, with the following:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, Alabama 35203

and

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

Sprint Long Distance, Inc.

Director - Local Carrier Markets
9300 Metcalf
Mailstop: KSOPKB0402-412
Overland Park, KS 66212

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

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 3/2/06

Sprint Long Distance, Inc.

By: William E. Cheek

Name: William E. Cheek

Title: Vice President

Date: 2/24/06