

**Agreement Between BellSouth Telecommunications, Inc. and LCI International Telecom Corp.
Regarding The Sale of BST's Telecommunications Services to LCI For The Purposes of Resale**

THIS AGREEMENT is by and between **BellSouth Telecommunications, Inc.**, ("BellSouth or Company"), a Georgia corporation, and **LCI International Telecom Corp.** ("LCI"), a Delaware corporation, and shall be deemed effective as of February 06, 1997.

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, LCI is certified to provide local exchange services in the states of Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee; and

WHEREAS, LCI's certification is pending in the states of Louisiana and North Carolina and LCI intends on becoming certified in Kentucky; and

WHEREAS, LCI desires to resell BellSouth's local telecommunications services ("Services"); and

WHEREAS, LCI intends on negotiating a more comprehensive interconnection agreement containing local resale with BellSouth in the near future; and

WHEREAS, BellSouth has agreed to provide such Services to LCI for resale purposes and pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and LCI do hereby agree as follows:

I. Term of the Agreement

A. The term of this Agreement shall be six (6) months beginning February 06, 1997 and shall apply to all of BellSouth's serving territory as of January 1, 1997, in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

B. This Agreement shall be automatically renewed for seven (7) additional six (6) month periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than forty-five (45) days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired or terminated (except for termination by BellSouth of LCI for material breach) and while a new agreement is being negotiated.

C. Company and LCI will cooperate in good faith to effect an orderly transition of service under this Agreement. Company agrees to exercise reasonable efforts to avoid or minimize service disruptions or degradation in services during the transition.

D. The rates pursuant by which LCI is to purchase Resale Services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discounts are intended to reflect the costs avoided by BellSouth when selling a retail service for wholesale purposes.

II. Definition of Terms

A. ACT means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a commission having authority to interpret the ACT within its state of jurisdiction.

B. CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.

C. DEPOSIT means assurance provided by a customer in the form of cash, surety bond, or bank letter of credit to be held by the Company.

D. END USER means the ultimate user of the telecommunications services.

E. END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

F. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

G. OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

H. RESALE means an activity wherein a certificated OLEC, such as LCI subscribes to the tariffed telecommunications services of the Company provided at a discount rate off of the retail rate as specified in Exhibit A and then reoffers those telecommunications services to the public (with or without "adding value").

I. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as LCI, may offer resold local exchange telecommunications service.

J. OPERATIONAL SUPPORT SYSTEM means any system utilized by BellSouth for the provisioning, pre-ordering, maintenance, billing and management of BellSouth's network services.

III. General Provisions

A. LCI may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms and conditions specifically set forth herein. In Florida, Georgia, Kentucky, Louisiana, North Carolina, and Tennessee, BellSouth shall make available those services BellSouth is required to make available as a result of any order (from a generic docket or as the result of an arbitration award) of a state commission relating to resale and shall make available any other service BellSouth is making available to another reseller. In Alabama, Mississippi, and South Carolina, BellSouth shall make available all other tariffed local exchange and toll telecommunications services except the following are not available for resale: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services, contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandate specialized discounts (e.g., education institution discount) and discounted services to meet competitive situations; provided, however, that in the event the FCC or applicable state commission enters an order (from a generic docket or as the result of an arbitration award) requiring BellSouth to provide any of the foregoing services or in the event BellSouth makes any of such services available to a reseller, such services shall be made available to LCI upon request by LCI. In all states in the BellSouth region, BellSouth shall make available to LCI to sell to its End Users, without the wholesale discount, voice messaging service and inside wire maintenance plan.

B. The provision of services by the Company to LCI does not constitute a joint undertaking for the furnishing of any service.

C. LCI will be the Customer of Record for all Resale Services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from LCI for all services.

D. LCI will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the End User except to the extent provided for herein.

E. The Company will continue to bill the End User for any services that the End User specifies it wishes to receive directly from the Company.

F. The Company maintains the right to serve directly any End User within the service area of LCI. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of LCI; provided, however, Company shall not market Company retail products or services during contact with LCI's End Users in performing the Company's obligations under the Agreement.

G. In those instances where LCI requires BellSouth personnel to interface directly with LCI customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as BellSouth's employees representing LCI.

H. BellSouth shall provide training for all its employees who may communicate, either by telephone or face-to-face, with LCI End User to ensure that the requirements of this Agreement are met.

I. LCI shall authorize all customer contacts initiated by BellSouth on behalf of LCI.

J. LCI shall not interfere with the right of any person or entity to obtain service directly from the Company.

K. [LEFT BLANK INTENTIONALLY]

L. Telephone numbers are assigned the service furnished. LCI has no property right to the telephone number or any other call designation associated with service furnished by the Company and has no right to the continuance of service through a particular central office. Subject to applicable federal and state law, rule or regulation or state commission order, the Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business. Notwithstanding the foregoing, LCI does not waive its right to local number portability, for local resale in accordance with the requirements of the Act.

M. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to LCI.

N. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

O. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

P. The Company accepts no responsibility to any person for any unlawful act committed by LCI or its End Users as part of providing service to LCI for purposes of resale or otherwise.

Q. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding End Users of LCI will be directed to LCI. The Company will bill LCI for implementing any requests by law enforcement agencies regarding LCI End Users.

R. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to their facilities and equipment;
3. Impair the privacy of any communications; or
4. Create hazards to any employees or the public.

S. LCI assumes the responsibility of notifying the Company regarding LCI's use of a resold service in a manner that is below industry standards.

T. Facilities and/or equipment utilized by BellSouth to provide service to LCI remain the property of BellSouth.

U. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

IV. BellSouth's Provision of Services to LCI

A. LCI agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent LCI is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, LCI shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by LCI are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4. LCI is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (End Users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, LCI will be notified and billing for that service will

be immediately changed to the appropriate class of service. Services charges for changes between class of service, backbilling, and interest shall apply at the Company's sole discretion.

6. The Company reserves the right to periodically audit services purchased by LCI to establish authenticity of use. Such audit shall not occur more than once in a calendar year. LCI shall make any and all records and data available to the Company or the Company's auditor's on a reasonable basis during normal business hours. The Company shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one End User customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. LCI may resell services only within the specific resale service area as defined in its certificate(s).

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. LCI will not resell this information.

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. LCI is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

F. Any Service made available for resale by Company to LCI shall be equal in quality to the identical service provided by Company to itself or to any subsidiary, affiliate or any other person to which Company directly provides the Resale Service, including BellSouth's retail End Users.

G. Company shall provide LCI prior written or electronic notice, or notice in such other manner as the parties may mutually agree, of any changes in the terms and conditions under which Company offers Resale Services. The parties will provide in writing the designated persons to receive notice.

H. To the extent it is otherwise made available to a reseller or ordered by any state commission, Company shall rebrand on a state-by-state basis in the same manner at same time Operator Services and Directory Assistance Services upon LCI's request. To the extent it is made available to a reseller or ordered by a state commission, Company shall make available to LCI, upon LCI's request, the ability to route on state-by-state basis in the same manner at the same time Local Directory Assistance, Local Operator Services, and 611 calls, where available, to LCI-designated platform(s).

I. Upon LCI's request, to the extent it is made available to any reseller or ordered by any state commission, Company will provide to LCI on a state-by-state basis in the same manner performance benchmarks for the pre-ordering, ordering, provisioning, maintaining, repairing and billing of Resale Services.

V. Maintenance of Services

A. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company. Company will accept either verbal or electronic trouble reports from LCI associated with Resale Services. In addition, Company will provide LCI an electronic interface for trouble reporting and trouble disposition through the same electronic interface BellSouth provides to any other reseller. Such electronic interface will be consistent with industry standards.

B. Company shall repair and maintain Resale Services equal in quality and with the same timeliness that such repair and maintenance is provided to Company's subsidiaries, affiliates, other reseller, or other person to whom Company directly provides the Resale Service, including Company's retail End Users.

C. LCI or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

E. LCI accepts responsibility to notify the Company of situations that arise that may result in a service problem.

F. LCI will be the Company's single point of contact for all repair calls on behalf of LCI's End Users.

G. LCI will contact the appropriate repair centers in accordance with reasonable procedures established by the Company. The Company shall provide LCI with adequate reference materials and training for contacting and interacting with repair centers.

H. For all repair requests, LCI accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company. The Company will provide LCI with reference materials and training for prescreening end-user troubles.

I. The Company will bill LCI for handling troubles that are found not to be in the Company's network under the same terms and conditions that the Company would bill its own End Users or any other reseller.

J. After LCI authorizes a repair contact, the Company reserves the right to contact LCI's customer, if deemed necessary, for maintenance purposes.

K. Non-branded "No Access" cards will be furnished during service calls by BellSouth to LCI End Users.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, LCI will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for LCI. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met the Company will promptly begin taking orders for the resale of service.

B. Until such time as an electronic interface is available, pre-ordering and provisioning provided by Company to LCI under this Agreement shall be equal in quality and with the same timeliness to that provided by Company to any other reseller. When such electronic interface is available, such interface shall be provided to LCI at the same time or the same terms and conditions as provided any other reseller. Notwithstanding the foregoing, LCI does not waive its right to pre-ordering and provisioning under this Agreement equal in quality to that provided by Company to itself, to a any subsidiary or affiliate, or to any other person to whom Company directly provides the Resale Services, including Company's retail End Users. The interface will be consistent with industry standards.

C. Company shall provision Resale Services in a manner that is equal in quality and with the same timeliness as such Resale Services are provisioned to Company's subsidiaries, affiliates or other person to whom Company directly provides the Resale Service, including Company's retail End Users.

D. The Company will not require End User confirmation prior to establishing service for LCI's End User customer. LCI must, however, be able to demonstrate End User authorization upon request.

E. LCI will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the End User for conversion of the End User's service from LCI to the Company or will accept a request from another OLEC for conversion of the End User's service from LCI to the other LEC. The Company will notify LCI that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to LCI has occurred, the Company will reestablish service with the appropriate local service provider and will assess LCI as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate non-recurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to LCI.

These charges can be adjusted if LCI provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41
(b) each Semi-Public line	\$34.19

If LCI determines that an unauthorized change in local service to Company has occurred, the Company shall reestablish service with LCI and will be assessed by LCI an authorized change charge similar to that described in Section A4 of the General Subscriber Service Tariff.

G. The Company may, in order to safeguard its interest, require LCI to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves LCI from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the event that LCI defaults on its account, any deposits held will be applied to its account.

L. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to LCI during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to LCI by the accrual date.

VII. Billing Information

A. The provision of and access to billing information by Company to LCI under this Agreement shall provide LCI with the same billing capability and with same ability to timely bill LCI End Users as the Company, any of its subsidiaries or affiliates or any other reseller has to bill their end users.

B. Company shall provide to LCI Daily Usage Files ("DUF") for Resale Services pursuant to a separate agreement which will be executed simultaneously herewith.

C. Promptly, but no later than twenty-four (24) hours, after completion of a repair or service order authorized by LCI, Company shall notify a designated LCI representative of the time and materials charges associated with the repair or service order, until such time as a mechanized or electronic interface is implemented by Company. Notwithstanding the implementation of a mechanized system or interface, Company shall make available to LCI such notification of time and material charges in the same manner and at the same time which BellSouth makes such notification available to any other reseller.

VIII. Payment And Billing Arrangements

- A.** When the initial service is ordered by LCI, the Company will establish an accounts receivable master account for LCI.
- B.** The Company shall bill LCI on a current basis all applicable charges and credits. The bill provided by Company to LCI shall include sufficient data to (i) enable LCI to bill all charges to its End Users in a timely manner and (ii) reconcile the billed charges with the usage data.
- C.** Payment of all charges will be the responsibility of LCI. LCI shall make payment to the Company for all services billed. The Company is not responsible for payments not received by LCI from LCI's customer. The Company will not become involved in billing disputes that may arise between LCI and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an End User's account.
- D.** The Company will render bills each month on established bill days for each of LCI's accounts.
- E.** The Company will bill LCI, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual End User account level.
- F.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which 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 of amounts is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

All bills must be received by LCI no later than ten (10) calendar days from the bill date and at least twenty (20) calendar days prior to the payment due date, whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If LCI fails to receive the bill within the time period specified above the payment due date will be extended by the number of days receipt has been delayed.

- G.** Upon proof of tax exempt certification from LCI, the total amount billed to LCI will not include any taxes due from the End User. LCI will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the End User.

H. As the customer of record, LCI will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of-

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that LCI actually makes the payment to the Company, or
2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that LCI actually makes the payment to the Company.

J. Each party agrees to notify the other party upon the discovery of a billing discrepancy "Notice of Discrepancy." In the event of such Notice of Discrepancy, the parties shall exercise best efforts to resolve the discrepancy within sixty (60) calendar days of notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute. If the dispute is not resolved within the allotted time frame, the following procedures shall begin:

1. If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.
2. If the dispute is not resolved within ninety (90) days of the Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution.

K. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to LCI.

L. The Company will not perform billing and collection services for LCI as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

M. Until such time as the Company receives permission from the FCC to bill the End User Common Line (EUCL) charge to LCI, the Company will, on an interim basis, bill the charges shown below which are identical to the EUCL rates billed by BST to its End Users.

		Monthly Rate
1.	Residential	
	(a) Each Individual Line or Trunk	\$3.50
2.	Single Line Business	
	(b) Each Individual Line or Trunk	\$3.50
3.	Multi-line Business	
	(c) Each Individual Line or Trunk	\$6.00

N. In general, the Company will not become involved in disputes between LCI and LCI's End User customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, LCI shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with LCI to resolve the matter in as timely a manner as possible. LCI may be required to submit documentation to substantiate the claim.

O. BellSouth will provide LCI with outage credits on resold services that are equivalent to the outage credits that BellSouth provides to its retail customers as specified in the appropriate BellSouth tariff for the equivalent retail service.

IX. Discontinuance of Service

The procedures for discontinuing service to an End User are as follows:

1. Where possible, the Company will deny service to LCI's End User on behalf of, and at the request of, LCI. Such denial of service shall occur in a timely manner. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of LCI
2. At the request of LCI, the Company will disconnect an LCI End User customer.
3. All requests by LCI for denial or disconnection of an End User for nonpayment must be in writing.
4. LCI will be made solely responsible for notifying the End User of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise LCI when it is determined that annoyance calls are originated from one of their End User's locations. The Company shall be indemnified, defended and held harmless by LCI and/or the End User against any claim loss or damage arising from providing this information to LCI. It is the responsibility of LCI to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the End User's service.

X. Termination

A. If LCI fails to comply with the material provisions of this Agreement, and such failure is not cured within thirty (30) calendar days written notice to the person designated by LCI to receive notices of noncompliance, Company shall have the right to terminate this Agreement. In addition, Company shall be entitled to pursue all available legal and equitable remedies for such breach. In the case of such termination, all billed charges, as well as applicable termination charges, shall become due.

B. If Company fails to comply with the material provisions of this Agreement which failure adversely affects LCI's End Users, and such failure is not cured within ten (10) business days written notice to the person designated by Company to receive notices of noncompliance, LCI shall have the right to terminate this Agreement. If Company fails to comply with any other material provision of this Agreement and such failure is not cured within forty-five (45) calendar days written notice to the person designated by Company to receive notices of noncompliance, LCI shall have the right to terminate this Agreement. In addition, LCI shall be entitled to pursue all available legal and equitable remedies for such breach.

XI. Liability

A. Except for its liability for willful misconduct, the liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of LCI, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to LCI for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. Except for its liability for willful misconduct, the liability of LCI for damage arising out of mistakes, omissions, interruptions, preemptions, delays, or errors shall in no event exceed an amount equivalent to the proportionate charge to LCI for the period of service during which such mistake, omission, interruption, preemption, delay, or error occur. In no event shall either party have any liability whatsoever to the other party for any indirect, special, consequential, incidental or punitive damages including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said omitted or done hereunder even if the other party has been advised of the possibility of such damages.

B. Each party shall be indemnified and saved harmless by the other party against any and all claims, actions, causes-of-action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of such other party's breach, willful or negligent acts or omissions, mistakes, interruptions, preemptions, delays, or errors.

C. The Company shall be indemnified, defended and held harmless by LCI and/or the End User against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from LCI's or End User's own communications.

2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the End User or LCI.

D. LCI accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of LCI with respect to any End User of LCI.

XII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Confidential Information"). Both parties agree that all Confidential Information shall either be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend, or, when the Confidential Information is communicated orally, it shall also be communicated that the Confidential Information is confidential, private or proprietary. Notwithstanding the above requirements, all information relating to the End Users of LCI, including information that would constitute Customer Proprietary Network Information of LCI pursuant to the Act and FCC rules and regulations and customer usage data whether disclosed by LCI to Company or otherwise acquired by Company in the course of the performance of this Agreement, shall be deemed the Confidential Information of LCI. Confidential Information will be returned to the owner within a reasonable time. Both parties agree that Confidential Information shall not be copied or reproduced in any form and shall be used solely in the performance of its obligations under this Agreement. Both parties agree to receive such Confidential Information and not disclose such Confidential Information. Both parties agree to protect the Confidential Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Confidential Information in order to fulfill its obligations under this Agreement and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Confidential Information received as they would use to protect their own like confidential and proprietary information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Confidential Information that: 1) is in the receiving party's possession free of restriction prior to its receipt from the owner; 2) becomes publicly known or available through no breach of this Agreement by the receiving party, 3) is rightly acquired by the receiving party free of restrictions on its disclosure, or 4) is independently developed by personnel of the receiving party to whom the owner's Confidential Information has not been previously disclosed.

C. Company agrees not to reveal, divulge, make known, sell, exchange, lease or in any other way transfer any LCI Confidential Information or to utilize such information in direct or indirect competition with LCI.

D. Neither party shall produce, publish or distribute any press release or other publicity referring to the other party or its affiliates or announcing the execution or discussing the terms of this Agreement without the prior written consent of the other party. In no event shall either party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

XIII. Dispute Resolution Procedures

The parties recognize and agree that the applicable state commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement for the applicable state. Accordingly, the parties agree that any dispute arising out of or relating to this Agreement that the parties themselves cannot resolve, may be submitted to the applicable state commission for resolution. The parties agree to seek expedited resolution by the applicable state commission and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the applicable state commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the applicable state commission proceeding, each party shall continue to perform its obligations under this Agreement; provided, however, that neither party shall be required to act in any unlawful fashion. This provision shall not preclude the parties from seeking relief available in any other forum.

XIV. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XVII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XVIII. Notices

A. 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.
Account Manager
3535 Colonnade Parkway
Birmingham, Alabama

LCI International Telecom Corp.
8180 Greensboro Drive, Suite 800
McLean, Virginia 22102
Attn: Anne K. Bingaman
President, Local Telecommunications
Division

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. 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.

XIX. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XX. More Favorable Provisions

A. The parties agree that if --

1. the Federal Communications Commission ("FCC") or the applicable state commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or
2. the FCC or applicable state regulatory body promulgates rules or regulations, or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement,

the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or orders. In the event the parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the parties shall resolve under the applicable procedures set forth in Section XI.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an interconnection and/or resale agreement with any other telecommunications carrier (an "Other Agreement") which provides within any of the state(s) for any arrangements covered by this Agreement upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), BellSouth shall be deemed thereby to have offered such Other Agreement to LCI in its entirety with respect to local resale for the applicable state(s), which LCI may accept in its entirety with respect to local resale in the applicable state(s) as provided in Section XX.F. Upon LCI's request,

BellSouth shall promptly provide LCI copies of any Other Agreement(s). In the event that LCI accepts such offer within sixty (60) days after the applicable commission approves such Other Agreement pursuant to 47 U.S.C. Section 252, or within thirty (30) days after LCI acquires actual knowledge of an Other Agreement not requiring the approval of the applicable commission pursuant to 47 U.S.C. Section 252, as the case may be, such Other Terms shall be effective between BellSouth and LCI as of the effective date of such Other Agreement. In the event that LCI accepts such offer more than sixty (60) days after the applicable commission approves such Other Agreement pursuant to 47 U.S.C. Section 252 or more than thirty (30) days after acquiring actual knowledge of an Other Agreement not requiring the approval of the commission pursuant to 47 U.S.C. Section 252, as the case may be, such Other Terms shall be effective between BellSouth and LCI for the applicable states as of the date on which LCI accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or applicable state commission enters an order (a "Resale Order") requiring BellSouth to provide arrangements within any of the state(s) covered by this Agreement upon Other Terms, then upon such Resale Order becoming final and nonappealable or upon Company making available such Other Terms to any other reseller, whichever is earlier, then BellSouth shall be deemed to have offered such arrangements for the applicable state(s) to LCI upon such Other Terms in its entirety, which LCI may accept in its entirety with respect to local resale in the applicable state(s) as provided in Section XX.F. In the event that LCI accepts such offer within sixty (60) days after the date on which such Resale Order becomes effective, such Other Terms shall be effective between BellSouth and LCI as of the effective date of such Resale Order. In the event that LCI accepts such offer more than sixty (60) days after the date on which such Resale Order is effective, such Other Terms shall be effective between BellSouth and LCI for the applicable states as of the date on which LCI accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate tariffs (each, a "Resale Tariff") offering to provide arrangements within any of the state(s) covered by this Agreement upon Other Terms, then upon such Resale Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements for the applicable state to LCI upon such Other Terms, which LCI may accept as provided in Section XX.F. In the event that LCI accepts such offer within sixty (60) days after the date on which such Resale Tariff becomes effective, such Other Terms shall be effective between BellSouth and LCI for the applicable states as of the effective date of such Resale Tariff.

E. Notwithstanding the foregoing, in the event Company permits a reseller who has an existing unexpired interconnection and/or resale agreement with Company to take Other Terms which are less than the entirety of any Other Agreement or the Resale Order, Company shall be deemed to have offered such arrangements to LCI which LCI may accept as provided in Section XX.F. In the event that LCI accepts such offer within sixty (60) days after the date on which LCI has actual knowledge that such terms are available, such Other Terms shall be effective between BellSouth and LCI for the applicable state(s) as of the date such terms were first made available to any other reseller.

F. The terms of this Agreement, other than those affected by the Other Terms accepted by LCI, shall remain in full force and effect for the applicable states.

G. Correction Payment.

In the event that --

1. BellSouth and LCI revise this Agreement pursuant to the above Sections or
2. LCI accepts a deemed offer of an Other Agreement or Other Terms, then BellSouth or LCI, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or LCI accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in The Wall Street Journal.

XXI. Severability

If any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

XXII Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

BY: 

Signature

NAME: Jerry D. Hendrix
Printed Name

LCI International Telecom Corp.

BY: 

Signature

NAME: Anne K. Bingaman
President, Local Telecommunications Division

EXHIBIT "A"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by LCI for the purposes of resale to LCI End Users shall be available at the following discount off of the retail rate.

STATE	DISCOUNT	
	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	20.3%	17.3%
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

If a state commission orders a discount different from those specified above (in a generic docket or as the result of an arbitration award), and if Company has provided those discounts to another Reseller, those same discounts will be provided to LCI at the same time.

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Agreement, effective as of Feb 25, 1997 ¹⁹⁹⁷ ~~1996~~ is

entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia

corporation, and LCE International Telecom Inc.

("Local Exchange Company"), a Delaware corporation.

their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of Feb 27, 19 97 and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: [Signature]
Title: Director - Interconnection Services
Date: 3-4-97
Address: 675 W. Peachtree St. NE
Room 34591, BSC
Atlanta, GA 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]
Title: Business Development Manager
Date: 2/25/97
Address: 7100 Greenbowl Drive
McLean Va 22102

(Facilities Based)

**ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated February 25, 199 7, between BellSouth Telecommunications, Inc. ("BST"), and LCI International Telecom Inc. ("Local Exchange Company"), effective the 25th day of February, 199 7.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. **Billing number** - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. **Line number** - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. **Special billing number** - a ten digit number that identifies a billing account established by the Local Exchange Company.

- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

- A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.
- B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused

by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: [Signature]
Title: Director - Interconnection Sales
Date: 3/4/97
Address: 34591
675 W. Peachtree St NE
Atlanta, GA 30375

THE LOCAL EXCHANGE COMPANY

By: [Signature]
Title: Business Development Manager
Date: 2/27/97
Address: 7170 Greenbush Dr. SE
Atlanta, GA 30322

Contract Provisions for OLEC Daily Usage File

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This agreement shall apply to the service of the Daily Usage File (DUF) as provided by BellSouth to the OLEC. The specifications, terms and conditions for the provisions of this service are outlined in the Exhibit to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Compensation is the amount of money due from the OLEC to BellSouth for services provided under this Agreement.
- B. Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Record (EMR) format exchanged from BellSouth to an OLEC.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data within the telecommunications industry.
- D. Message Distribution is routing determination and subsequent delivery of message data from one company to another.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 Daily Usage File service provided to the OLEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The OLEC shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to the OLEC on a monthly basis in arrears. Amounts due from the OLEC to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement.

SECTION 5. ASSOCIATED EXHIBIT

- 5.01 Listed below is the exhibit associated with this Agreement, incorporated herein by this reference.

Exhibit A OLEC Daily Usage File (ODUF)

- 5.02 From time to time by written agreement of the parties, new exhibits may be substituted for the attached Exhibit, superseding and canceling the Exhibit(s) then in effect.

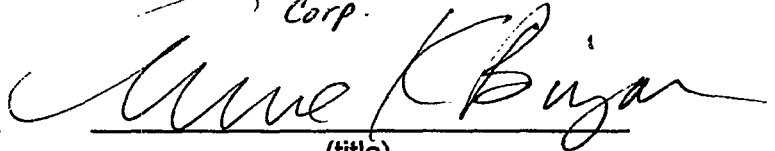
SECTION 6. TERM OF AGREEMENT

6.01 This Agreement and its attachment(s) are effective as of February 3, 1997, and are coterminous with the Agreement between BellSouth Telecommunications, Inc. and LCI International Telecom Corp. Regarding The Sale of BST's Telecommunications Service to LCI for The Purposes of Resale executed simultaneously herewith. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this _____ day of _____, 1996.

WITNESS:

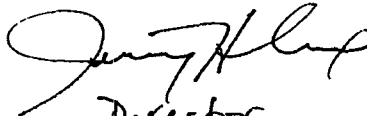
THE OLEC LCI International Telecom
Corp.


(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC.




Director
(title)

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This exhibit provides the technical specifications, terms and conditions, including compensation, under which BellSouth shall provide the message distribution service via the OLEC Daily Usage File.

**BELLSOUTH TELECOMMUNICATIONS, INC.
OLEC DAILY USAGE FEED (ODUF) SPECIFICATIONS**

ISSUE 1.0

General

An OLEC Daily Usage file (hereafter referred to as "ODUF") is available. ODUF will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an OLEC customer. ODUF also includes operator handled calls originating from OLEC subscriber lines, for those OLECs who purchase Operator Services from BellSouth.

ODUF is available for both Facilities-based OLECs and Resellers. The service is provided under contract with the following rates applicable:

\$0.008 per message - Recording Service (only applied to unbundled operator services messages)

\$0.004 per message - Message Distribution

\$0.001 per message - Data Transmission

Charges for delivery of the usage data will appear as an OC&C item on the OLECs' monthly bills.

ODUF will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

Messages that error in the billing system of the OLEC will be the responsibility of the OLEC. If, however, the OLEC should encounter significant volumes of errored messages that prevent processing by the OLEC within its systems, BellSouth will work with the OLEC to determine the source of the errors and the appropriate resolution.

NOTE: It may be determined that the source is outside of BellSouth's control and the appropriate resolution does not involve BellSouth.

AMENDMENT

TO

THE RESALE AGREEMENT BETWEEN
LCI INTERNATIONAL TELECOM CORP. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 6, 1997

Pursuant to this Agreement (the "Amendment"), LCI International Telecom Corp. ("LCI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend that Resale Agreement between the Parties dated February 6, 1997 ("Resale Agreement").

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

1. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to Tennessee wholesale discounts of 11% for residence customers and 9% for business customers.

2. The Parties agree that the wholesale discounts, and terms relating to those discounts, set forth in Exhibit A (Amended), which is incorporated herein by reference, shall apply to resale arrangements in Tennessee between the Parties.

3. The Parties agree that all of the other provisions of the Resale Agreement shall remain in full force and effect. Nothing in this Amendment shall in any way limit LCI's ability to select and substitute more favorable rates or terms pursuant to the terms of Section XX, entitled Most Favorable Provisions, of the Resale Agreement.

4. The Parties acknowledge that the terms of this Amendment were established as a result of orders of the Tennessee Regulatory Authority ("TRA") in the Arbitrations. The Parties agree that execution of this Amendment and its submission to the TRA is made without prejudice to the rights of BellSouth to challenge any decision of the TRA in the Arbitrations, and to the extent LCI has any such rights, execution of this Amendment and its submission to the TRA is made without prejudice to the rights of LCI to challenge any decision of the TRA in the Arbitrations. The parties further agree to conform this Amendment to any subsequent order of the TRA relating to any of the rates, terms and conditions affected by this Amendment.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having

jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

LCI INTERNATIONAL TELECOM
CORP.

BELLSOUTH TELECOMMUNICATIONS,
INC.

BY: _____

DATE: _____

BY: _____

DATE: _____

Charles Smith

3-20-97

GA

EXHIBIT A
(AMENDED)

WHOLESALE DISCOUNTS

STATE: Tennessee

	Residence	Business
Tennessee	16%	16%

The Wholesale Discount is set as a percentage off of the tariffed rates. If LCI provides its own operator services and directory assistance services, the discount shall be 21.56%.

ORIGINAL

SECOND AMENDMENT TO THE LOCAL RESALE AGREEMENT

This Second Amendment to the Local Resale Agreement entered into the 4 day of , 1997 by and between BellSouth Telecommunications, Inc. ("BellSouth") and LCI International Telecom Corp. ("LCI").

WHEREAS, the parties entered into a Local Resale Agreement dated February 6, 1997, as amended ("Resale Agreement").

WHEREAS, the parties desire to amend the Resale Agreement to provide for performance benchmarks.

NOW, THEREFORE, in consideration of the material provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows.

1. Delete Article VI.I, and insert the following therefore:

"I. Performance Measurement

In providing Services, BellSouth will provide LCI with the quality of service BellSouth provides itself and its end-users. BellSouth's performance under this Agreement shall provide LCI with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the measurements specified in Exhibit "B" of this Agreement. Any conflict between the standards, measurements, and performance requirements BellSouth provides itself and the standards, measurements and performance requirements set forth in Exhibit "B" shall be resolved in favor of the higher standard, measurement and performance.

The Parties acknowledge that the need will arise for changes to the measurements specified in Exhibit "B" during the term of this Agreement. Such changes may include the addition or deletion of measurements or a change in the performance standard for any particular metric, as well as the provision of target performance levels, as set forth in Exhibit "B". Unless otherwise specified in Exhibit "B", the parties agree to review all measurements on a quarterly basis to determine if any changes are appropriate, and may include the provision to LCI of any additional measurements BellSouth may provide itself.

The Parties agree to monitor actual performance on a monthly basis and, if the Parties conclude it is required, develop a process improvement plan to improve quality of service provided as measured by the performance measurements, if necessary. Such a plan shall be developed where BellSouth's performance falls below either the level of performance it provides itself or the level of performance required in Exhibit "B".

Notwithstanding the foregoing, to the extent it is made available in a particular state(s) to any reseller or is ordered by a state commission, upon LCI's request, Company shall make available to LCI in such applicable state(s) in the same manner any other performance benchmarks and related reporting for the pre-ordering, ordering, provisioning, maintaining, repairing and billing of Resale Services."

2. Except as modified herein, the Resale Agreement shall remain in full force and effect.

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

LCI International Telecom Corp.

By: [Signature]

Date: 10/7/97

BellSouth Telecommunications, Inc.

By: [Signature]

Date: 07/16/97

Exhibit B

PERFORMANCE MEASUREMENT

1. PERFORMANCE MEASUREMENT

1.1 BellSouth, in providing Local Services to LCI pursuant to this Agreement, shall provide LCI the same quality of service that BellSouth provides itself and its end-users. This Attachment includes LCI's measurements for those requirements. The Parties have agreed to five (5) categories of Performance to be measured: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Data Bases, e.g. LIBD and (5) Account Maintenance. Each category includes measurements which focus on timeliness, accuracy and quality. BellSouth shall measure the following activities to meet the goals provided herein.

1.2 Except as otherwise provided in this Attachment, BellSouth shall provide data on a monthly basis for each state and for the nine states served by BellSouth. The data shall be reported to LCI in a mutually agreed upon format which will enable LCI to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for LCI for that same specific measure. BellSouth shall also provide the raw data used to calculate each measurement for LCI as reasonably requested by LCI. For provisioning and maintenance, separate measurements shall be provided as follows:

- POTS/Non-Design
 - Residence - Dispatch Out/Non-Dispatch Out
 - Business - Dispatch Out/Non-Dispatch Out
- Specials - Design Only

1.3 BellSouth and LCI recognize that percentage target certain performance levels and data have not been provided for all measurements and that such targets for certain categories of performance will be required to improve performance, to maintain parity with that which BellSouth has obligated itself to provide under this Agreement, or to improve service as LCI and BellSouth may mutually agree. BellSouth and LCI agree to meet and to discuss establishment of such targets quarterly, starting no later than ninety (90) days after actual performance occurs. Notwithstanding the foregoing, LCI reserves its rights to request

targets that exceed parity. Such a request may require LCI to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

2. PROVISIONING PERFORMANCE MEASUREMENTS

Provisioning performed by BellSouth will meet the following measurements:

- 2.1 **Desired Due Date:** Measures as a percent how often BellSouth is able to meet LCI's desired due date for provisioning Local Services. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date no later than October 1, 1997. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Local Services. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and LCI Customers) and the Parties agree to meet to review interval data to assess whether the Intervals should be improved, no later than October 1, 1997. In addition, BellSouth and LCI shall jointly develop by October 15, 1997, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to LCI are at parity with those BellSouth provided itself or its end-users.

Service	Interval
INSTALLATION	
Lines/trunks with no premises visit:	
Business	
1-3 lines	≤ 2 business days*
4-15 lines	≤ 4 business days*
Over 15 lines	As NEGOTIATED
Residential	≤ 2 business days*
Lines/Trunks with premises visit:	
Business	
1-2 lines	2 business days*
3-5 lines	4 business days*

6-10 lines	6 business days*
11-15 lines	9 business days*
Over 15 lines	AS NEGOTIATED
Residential	4 days*
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex) ^(sm)	
New/To & From	AS NEGOTIATED
New Features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED

*Under normal business conditions

2.2 Committed Due Date Met:

Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

$$N = \frac{\text{Total Appointments Met}}{\text{Total Appointments Set}}$$

2.3 Trouble Reports received within 30 Days of Order Completion:

Measures reliability of service provided to LCI customers in first 30 days of service.

Measurement:

$$\begin{aligned} \text{POTS: } N &= \frac{\text{All troubles on service installed } \leq 30 \text{ days in a calendar month}}{\text{Installations in a calendar month}} \\ D &= \end{aligned}$$

Note: N and D are not the same order base.

Specials: $N = \frac{\text{Troubles on service Installed} \leq 30 \text{ days}}{\text{Installations in a calendar month}}$
 $D =$

Note: N and D are in the same order base.

2.4 Firm Order Confirmation:

Measures the timeliness of receiving a validation that the services ordered will be provisioned.

Measurement:

$N = \frac{\text{Total Number of FOCs Sent for the segment of each 24 hour period}}{\text{Total Number of FOCs Sent in a 24 hour period}}$
 $D =$

BellSouth agrees to collect and measure data in 4 hour segments through October 1, 1997. At that time, LCI and BellSouth will review BellSouth's ability to provide an Electronic FOC in four hours or less.

2.5 Notice of Reject or Error Status Within 1 Hour of Receipt (Paper/Electronic):

Measures the timeliness of receiving notification that a service order is incorrect and needs to be corrected:

Measurement:

$N = \frac{\text{Number of Rejects or Error Status Sent in} \leq 1 \text{ hour}}{\text{Total Number of Rejects or Error Status Sent}}$
 $D =$

2.6 Service Orders Provisioned As Requested:

(BellSouth and LCI agree to review appropriate information and develop a proposal to provide this measurement no later than September 1, 1997.)

3. MAINTENANCE MEASUREMENTS

3.1 Time to Restore

Measures average time it takes to restore to service Local Services.

Measurement:

$$N = \frac{\text{Total Duration Time}}{\text{Total Troubles}}$$

For Specials:

$$N = \frac{\text{Responsible Duration Time}}{\text{Total Troubles}}$$

To the extent LCI has requested that BellSouth measure the time to restore Local Services,, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment, and in addition LCI has requested BellSouth to provide these measurements delineated in certain hourly intervals, BellSouth is agreeable to meeting this request for hourly intervals as delineated by LCI, subject to an estimated one-time cost of \$20,000.00 and a monthly recurring cost of \$500.00. LCI agrees to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

3.2 Repeat Troubles

Measurers trouble reports from the same customer in a 30 day period.

$$N = \frac{\text{Total Repeats < 30 days}}{\text{Total Troubles}}$$

3.3 Trouble Resolution Notification

BellSouth shall inform LCI of the restoration of Local Service, after an outage has occurred by means of a telephone call until such time as a mechanized means of notification becomes available.

- 3.4 LCI will transmit repair calls to the BellSouth repair bureau by telephone until it is able to make use of the Electronic Interfaces. BellSouth shall measure the average length of time it takes for the BellSouth repair bureau attendant to answer the telephone.

3.5 Missed Appointments

Measures when BellSouth misses meeting end user appointments that require a premise visit.

Measurement:

$$N = \text{Total Appointments met}$$
$$D = \text{Total Appointments set}$$

3.6 Report Rate

Measures the frequency of troubles reported within BellSouth's network.

Measurement:

$$N = \text{Number of Trouble Reports per month}$$
$$D = \text{Total number of lines}$$

4. BILLING (CUSTOMER USAGE DATA)

4.1 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to LCI's Message Processing Center once daily.

Measurement:

$$N = \text{Total Number of Messages Sent within six (6) calendar days from initial Recording}$$
$$D = \text{Total Number of Messages Sent}$$

Target: $\geq 95\%$ of all messages will be delivered within 6 calendar days from initial recording

4.2 Completeness

BellSouth will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

Measurement:

$$N = \text{Total number of Recorded Usage Data records delivered during the current month that are within thirty (30) days of the message create date.} \\ \text{_____} \times 100$$

D = Total number of Recorded Usage Data Records delivered during the current month.

Target: $\geq 98\%$ of all records delivered within 30 days of the message creation

4.3 Recorded Usage Data Accuracy

4.3.1 Format and Content

BellSouth will provide Recorded Usage Data in the format and with the content as defined in the current BellCore EMR document.

Measurement:

$$N = \text{Total Number of Recorded Usage Data Transmitted Correctly} \\ D = \frac{\text{Total Number of Recorded Usage Data Transmitted}}{\text{Transmitted}} \times 100$$

Target: $\geq 98\%$ of all recorded records delivered will be transmitted correctly

4.3.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to LCI error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type

of MR that corresponds with each MR response time classification shall be mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

MR Response Times:

A = Immediate Attention – Resolution within 24 hours

B = Resolution 4 to 7 Days – Unguidables

C = Resolution 2 to 3 Weeks

D = Resolution 1 to 2 Months – Changes Which Need to be Made

R = Resend (Files) within 6 Hours

All times refer to mutual business work days/hours

4.4 Data Packs

Data Pack rejections and resends shall be as defined in the OLEC Daily Usage File. BellSouth will transmit to LCI all packs error free in the format agreed.

Measurement:

$$N = \frac{\text{Total Number of Data Packs Sent Error Free}}{\text{Total Number of Data Packs Sent}}$$

Target: 96% of all Packs transmitted in a calendar month will be accepted.

5. DATA BASES

5.1 Line Information Data Base

5.1.1 BellSouth shall provide processing time at the Line Information Data Base ("LIDB") within 1 second for 99% of all messages under normal conditions.

- 5.1.2 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds.
- 5.1.3 Once appropriate data can be derived from LIDB, BellSouth shall measure the following:
 - 5.1.3.1 There shall be at least a 99.9.% reply rate to all query attempts.
 - 5.1.3.2 Queries shall time out at LIDB no more than 0.1% of the time.
 - 5.1.3.3 Group troubles shall occur for no more than 1% of all LIDB queries. Group troubles include responses other than:
 - 5.1.3.3.1 Missing Group - The group is not defined in LIBD (when reply is returned "vacant" but there is no active record for the 6-digit NPA-NXX group.)
 - 5.1.3.3.2 Vacant Code - When a 6-digit NPA-NXX is defined as vacant in LIDB but no active line is associated with that NPA-NXX code.
 - 5.1.3.4 Once LCI requests LIDB screening pursuant to a fully executed LIDB Agreement, the Parties shall negotiate the appropriate performance standard for defects in LIDB Data Screening of responses.

6. ACCOUNT MAINTENANCE

- 6.1 When notified by a CLEC that a LCI Customer has switched to CLEC service, BellSouth shall provision the change, and notify LCI via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

Measurement:

$$N = \text{Number of Local Services Changes from LCI to Another CLEC Provisioned with Notification to LCI in One Business Day}$$

$$D = \text{Total Number of Local Service Changes from LCI to Another CLEC Provisioned with Notification to LCI.}$$

- 6.2 When notified by LCI that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall

provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed within one (1) business day.

Measurement:

N = Number of PIC Only Changes from One LEC to Another.
Initiated by LCI Provisioned with Notification via the
Work Order Completion Feed in \leq One Business Day

D = Total Number of PIC Only Changes from One LEC to
Another initiated by LCI Provisioned with Notification via
the Work Order Completion Feed

- 6.3 If notified by an interexchange carrier using an '01' PIC order record that an LCI Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier a CARE PIC record should be sent to the serving CLEC for processing within one (1) business day of BellSouth's receipt of the PIC order from the IXC.

Measurement:

N = Number of PIC Change Requests for a LCI Local
Customer Rejected by BellSouth to IXC \leq One
Business Day

D = Total Number of PIC Changes for a LCI Local
Customer Rejected by BellSouth to IXC

SYNOPSIS

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth is filing an executed Second Amendment to the Resale Agreement by and between BellSouth Telecommunications, Inc. and LCI International Telecom Corp. in the state of Georgia. The original Resale Agreement was executed on February 6, 1997.

The term of this Agreement shall be two years beginning February 6, 1997. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement.

This amendment adds provisions for Performance Measurement.

AMENDMENT IV
TO
THE RESALE AGREEMENT BETWEEN
LCI INTERNATIONAL TELECOM CORP. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 6, 1997

Pursuant to this Agreement (the "Amendment"), LCI International Telecom Corp. ("LCI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Resale Agreement between the Parties dated February 6, 1997 ("Resale Agreement").

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

1. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Alabama wholesale discounts of 10% for residence customers and 10% for business customers.

2. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Florida wholesale discounts of 18% for residence customers and 12% for business customers.

3. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Kentucky wholesale discounts of 10% for residence customers and 8% for business customers.

4. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Louisiana wholesale discounts of 11% for residence customers and 10% for business customers.

5. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the Mississippi wholesale discounts of 9% for residence customers and 8% for business customers.

6. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the North Carolina wholesale discounts of 12% for residence customers and 9% for business customers.

7. The Parties agree that Exhibit A, entitled Applicable Discounts and referenced in Section I.D. to the Resale Agreement, shall be modified by deleting the references to the South Carolina wholesale discounts of 10% for residence customers and 9% for business customers.

8. The Parties agree that the wholesale discounts, and terms relating to those discounts, set forth in Exhibit A (Amended), which is incorporated herein by references, shall apply to resale arrangements in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina between the Parties.

9. The Parties agree that all of the other provisions of the Resale Agreement shall remain in full force and effect.

10. The Parties acknowledge that the terms of this Amendment were established as

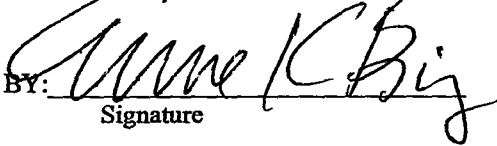
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result of orders of the respective State's Commissions in the Arbitrations. The Parties agree that execution of this Amendment and its submission to the State's Commissions is made without prejudice to the rights of BellSouth to challenge any decision of the State's Commission in the Arbitrations, and to the extent LCI has any such rights, execution of this Amendment and its submission to the State's Commissions is made without prejudice to the rights of LCI to challenge any decision of the State's Commission in the Arbitrations.

11. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the State's Commissions or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

LCI INTERNATIONAL TELECOM CORP

BY: 
Signature

NAME: Anne K. Bingaman
Printed Name

TITLE: President, Local Telecom
Division

DATE: May 7, 1998

BELLSOUTH

TELECOMMUNICATIONS, INC
BY: 
Signature

NAME: Jerry D. Hendrix
Printed Name

TITLE: Director

DATE: 5/7/98

**EXHIBIT A
(AMENDED)**

WHOLESALE DISCOUNTS		
STATE	RESIDENCE	BUSINESS
Alabama	16.30%	16.30%
Florida	21.83%	16.81%
Kentucky	16.79%	15.54%
Louisiana	20.72%	20.72%
Mississippi	15.75%	15.75%
North Carolina	21.50%	17.60%
South Carolina	14.80%	14.80%