

## AGREEMENT

This Agreement, which shall become effective as of March 31, 1998, is entered into by and between Hyperion Telecommunications of Florida, Inc., a Florida corporation, Adelphia Telecommunications of Florida, Inc. a Delaware corporation, herein referred to as ("Hyperion-FL") on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, Hyperion-FL has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and KMC Telecom Inc., ("KMC") dated February 24, 1997 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Hyperion-FL and BellSouth hereby agree as follows:

1. Hyperion-FL and BellSouth shall adopt in its entirety the KMC Interconnection Agreement dated February 24, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The KMC Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

2. For purposes of determining the expiration date of this Agreement, the effective date of this Agreement shall be February 24, 1997 and this Agreement shall expire pursuant to Section 21 of the KMC Interconnection Agreement.

3. At least 30 days after execution, BellSouth shall provide and make available to Hyperion-FL a copy of all amendments to the KMC Interconnection Agreement executed after the effective date of this Agreement. Hyperion-FL

shall notify BellSouth of its acceptance or rejection of each amendment within 30 days of Hyperion-FL's receipt of each such amendment.

4. 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.

OLEC Account Team  
Room E4E1  
3535 Colonnade Parkway  
Birmingham, Alabama 35243

and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

and

Hyperion Telecommunications of Florida, Inc.  
Director of Legal and Regulatory Affairs  
DDI Plaza Two  
500 Thomas Street, Suite 400  
Bridgeville, PA 15017-2838

and

Adelphia Telecommunications of Florida, Inc.  
Deputy General Counsel - Operations  
Main at Water Street  
Coudersport, PA 16915

with a copy to:

Swidler & Berlin, Chartered  
Attn: Dana Frix, Esq.  
Douglas G. Bonner, Esq.  
3000 K Street, NW  
Suite 300  
Washington, DC 20007-5116  
Facsimile: 202/424-7643

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day (if the fifth day is a business day), or next business day after the fifth day, after it was deposited in the mails.

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

BellSouth Telecommunications, Inc.

Hyperion Telecommunications of Florida, Inc.

\_\_\_\_\_

\_\_\_\_\_

Jerry Hendrix  
NAME

Randolph S. Fowler  
NAME

Director - Interconnection Services  
TITLE

Senior Vice President, Legal and  
TITLE Regulatory Affairs

4-10-98  
DATE

3-30-98  
DATE

Adelphia Telecommunications of Florida, Inc.

\_\_\_\_\_

James P. Rigas  
NAME

Executive Vice President  
TITLE Strategic Planning

April 2, 1998  
DATE

**EXECUTIVE SUMMARY**  
**of**  
**Hyperion Telecommunications of Florida, Inc.**  
**Florida**  
**BellSouth/MCI Standard Interconnection Agreement**

<b>Agreement Effective Date: June 2, 1999</b>	<b>Agreement Expiration Date: June 18, 2000</b>
<b>Negotiator: Pat Finlen</b>	<b>Negotiator Tel No: (404) 927- 8389</b>
<b>Location of Executive Summary: s:\hendrix\Finlen\Hyperion\Florida\renego\finaladopt</b>	<b>Location of Agreement and Amendment(s): s:\hendrix\Finlen\Hyperion\Florida\renego\finaladopt</b>

Please be advised that the above named CLEC has adopted the BellSouth/MCI Standard Interconnection agreement in its entirety. Based on the ruling issued by the United States Court of Appeals for the Eighth Circuit, filed July 18, 1997, a CLEC who chooses to adopt another CLEC's agreement must adopt the agreement in its entirety. Therefore, **THERE CAN BE NO DEVIATIONS**. Also, the term of the adopted agreement can only be for the remaining term of the original CLEC agreement.

## AGREEMENT

This Agreement, which shall become effective as of the 2<sup>nd</sup> day of June, 1999, is entered into by and between Hyperion Telecommunications of Florida, Inc., a Delaware corporation, herein referred to as ("Hyperion-FL") on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

**WHEREAS**, BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Hyperion-FL any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

**WHEREAS**, Hyperion-FL has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCImetro Access Transmission Services, Inc. ("MCI") dated June 19, 1997 for the state of Florida.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Hyperion-FL and BellSouth hereby agree as follows:

1. Hyperion-FL and BellSouth shall adopt in its entirety the MCI Interconnection Agreement dated June 19, 1997 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCI Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

2. This Agreement, including all Exhibits, Attachments and Amendments attached hereto or referenced herein, constitute the entire agreement between the parties with respect to the subject matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 3, Part A of the MCI Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 3, Part A of the MCI Interconnection Agreement, the effective date shall be June 19, 1997.

4. Hyperion-FL shall accept and incorporate any amendments to the MCI Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In addition to the above, and in consideration of the mutual provisions contained below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hyperion-FL and BellSouth hereby covenant and agree to the following:

1. BellSouth shall make available to Hyperion-FL Branding for Operator Call Processing and Directory Assistance under the following terms:
  - 1.1 The BellSouth Operator Systems Branding Feature Provides a definable announcement to Hyperion-FL end users using Directory Assistance(DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Hyperion-FL to have its calls custom branded with the Hyperion-FL name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process, and Directory Assistance are set forth in Exhibit A.
  - 1.2 BellSouth offers four services levels of branding to Hyperion-FL when ordering Directory Assistance and/or Operator Call Processing.
    - 1.2.1 Service Level 1 - BellSouth Branding
    - 1.2.2 Service Level 2 - Unbranded
    - 1.2.3 Service Level 3 - Custom Branding
    - 1.2.4 Service Level 4 - Self Branding (applicable only to Hyperion-FL for Resale, or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

- 1.3 Branding for Resale and use with an Unbundled Port
- 1.3.1 BellSouth Branding is the Default Service Level.
- 1.3.2 Unbranding, Custom Branding, and Self Branding require Hyperion-FL to order selective routing for each originating BellSouth end office identified by Hyperion-FL. Rates for Selective Routing are set forth in Exhibit A.
- 1.3.3 Custom Branding and Self Branding require Hyperion-FL to order dedicated trunking from each BellSouth end office identified by Hyperion-FL, to either the BellSouth Traffic Operator Position System (TOPS) or the Hyperion-FL Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 1.3.4 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Hyperion-FL to the BellSouth TOPS. These calls are routed to "No Announcement."
- 1.4 Branding for Facilities Based carriers
- 1.4.1 All Service Levels require Hyperion-FL to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 1.4.2 Custom Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch , IVS and NAV equipment for which Hyperion-FL requires service.

Directory Assistance customized branding uses:

- the recording of the name
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name
- the front-end loading of the DRAM in the TOPS Switch

- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS)
  - the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
2. If Hyperion-FL purchases unbundled local BellSouth switching and/or resells BellSouth local exchange service. BellSouth will provide to Hyperion-FL selective routing of calls to a requested directory assistance services platform or operator services platform. Hyperion-FL customers may use the same dialing arrangements as BellSouth customers, but obtain a Hyperion-FL branded service.

6. 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.**

CLEC Account Team  
9th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Hyperion Telecommunications of Florida, Inc.**

Janet S. Livengood, Esq.  
Director of Legal and Regulatory Affairs  
DDI Plaza Two  
500 Thomas Street, Suite 400  
Bridgeville, PA 15017-2838

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this



Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

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

**BellSouth Telecommunications, Inc.**

**Signature on File**

\_\_\_\_\_  
Signature

Jerry D. Hendrix

\_\_\_\_\_  
Name

June 2, 1999

\_\_\_\_\_  
Date

**Hyperion Telecommunications  
of Florida, Inc.**

**Signature on file**

\_\_\_\_\_  
Signature

John B. Glicksman

\_\_\_\_\_  
Name

May 28, 1999

\_\_\_\_\_  
Date

## Exhibit A

The recording and loading charges are non-recurring unless Hyperion-FL elects to change the recorded name or requires access to additional TOPS Switches. Customized Branding is limited to the Hyperion-FL.

<b>RECORDING AND LOADING CHARGES FOR CUSTOM BRANDING</b>	
Professional recording of name (DA alone)	\$2,500.00
Professional recording of name (OCP alone)	\$4,500.00
Professional recording of name (DA and OCP)	\$4,500.00
DRAM or front-end loading, per TOPS switch	\$250.00
AABS or back-end loading, per IVS	\$225.00
EBAS or 0- automation loading, per NAV shelf	\$270.00

<b>SELECTIVE ROUTING</b>		
	<b>Recurring Rate</b>	<b>Non-Recurring Rate</b>
Selective Routing for Line CLASS Code	\$0.00	\$230.00, Per End Office, Per Line CLASS code

AMENDMENT TO AGREEMENT BETWEEN  
HYPERION TELECOMMUNICATIONS OF FLORIDA, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
JUNE 2, 1999

Pursuant to this Agreement (the "Amendment"), Hyperion Telecommunications of Florida, Inc. ("Hyperion-FL"), and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated June 2, 1999 ("Interconnection 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, Hyperion-FL and BellSouth hereby covenant and agree as follows:

1. Effective June 30, 1999, the retail charges for DID Trunk Termination for Combination Trunks with Call Transfer, via BellSouth® Megalink® Service into a Digital Central Office, in Florida are as provided in Exhibit 1, incorporated herein by this reference.
2. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory bodies having jurisdiction over subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
3. The Parties further agree that the terms of the existing Agreement is two years beginning June 2, 1999. This Amendment is in effect only for remaining months of the existing Agreement.

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

Hyperion Telecommunications Of Florida, Inc.  
Signature on File  
John B. Glicksman

Bellsouth Telecommunications, Inc.  
Signature on File

BY: \_\_\_\_\_

BY: Jerry Hendrix

Vice President

TITLE: \_\_\_\_\_

TITLE: Senior Director

June 30, 1999

June 30, 1999

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

AMENDMENT TO AGREEMENT BETWEEN  
HYPERION TELECOMMUNICATIONS OF FLORIDA, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.

**EXHIBIT 1**

**Ref. FL99-6240-00**

Service Description: DID Trunk Termination for Combination Trunks

Service Scope: Rates and charges for DID Trunk Termination for Combination Trunks, with Call Transfer, via BellSouth® Megalink® Service into a Digital Central Office

This agreement provides a month to month payment plan with a minimum service period of twelve (12) months. This rate is valid through September 30,1999.

Rate Elements	Non-Recurring	Recurring	USOC
<b>FLORIDA</b>			
1. Trunk Side Termination for Dedicated Group of twenty four (24) trunk circuits (Note 3) (a) each	\$325.00	\$360.00	WWWDO
2. DID Trunk Termination, Each Combination Trunk with Call Transfer, (a) Per Trunk Termination, per Channel (Notes 1,2,4,5)	\$7.00	\$24.00	WOODH
3. Service Establishment Fee	\$225.00	\$.00	WGGVF

**NOTES:**

1. Service Connection Charges as specified in Section A4 of the General Subscriber Service Tariff (GSST) will apply.

2. The Exchange Access is to be provided using MegaLink® Channel Service Network Access Register (NAR) rates for DID Combination NAR's as found in Section A3.13 of the GSST.
3. Rates and charges for MegaLink® Service apply as specified in Section B7 of the Private Line Tariff (PLST) and are in addition to the rates and charges listed herein.
4. End User Charges as specified for End User Common Access Service in BellSouth Telecommunications, Inc., FCC No. 1, Section 4 apply per Trunk Channel.
5. This rate element is in lieu of USOC NCT found in A12 of the GSST. Other DID Service rates and charges will apply as specified in the tariff.

® Registered Service Mark of BellSouth Corporation