

AGREEMENT

This Agreement, which shall become effective as of the date of execution by both Parties is entered into by and between NET-tel Corporation ("NET-tel"), a Delaware limited liability corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, NET-tel has requested that BellSouth make available in its entirety the Interconnection agreement executed between BellSouth and Rhythms Link, Inc. f/k/a ACI Corp., Inc. ("Rhythms") dated January 8, 1999.

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

1. NET-tel and BellSouth shall adopt in its entirety the Rhythms Agreement dated January 8, 1999, 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 Rhythms Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.
2. The Parties further agree to add the terms and conditions set forth in Exhibit 2, incorporated herein by reference, which contains rates, terms, and conditions for Multiple Tandem Access.
3. The adoption of this agreement with amendment(s) and exhibits consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Exhibit 1	1
Title Page	1

Table of Contents	1
General Terms and Conditions	27
Attachment 1	12
Attachment 2	53
Attachment 3	10
Attachment 4	42
Attachment 5	6
Attachment 6	6
Attachment 7	17
Attachment 8	2
Attachment 9	5
Attachment 10	141
Attachment 11	176
Amendment dated 12/13/99	2
Amendment dated 12/13/00	7
Exhibit 2: MTA	2
TOTAL	245

4. In the event that NET-tel consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of NET-tel under this Agreement.
5. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 1 of the General Terms & Conditions of the Rhythms Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 1 of the General Terms & Conditions of the Rhythms Agreement, the effective date shall be January 8, 1999.
6. This agreement supercedes all previous agreements between BellSouth and NET-tel.
7. NET-tel shall accept and incorporate any amendments to the Rhythms Agreement executed as a result of any final judicial, regulatory, or legislative action.
8. 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

05/25/00

9th Floor
600 North 19th Street
Birmingham, Alabama 35203
and

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

NET-tel Corporation

James K. Dize
Secretary and General Counsel
NET-tel Corporation
1023 31st Street, N.W.
Washington, D.C. 20007

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.

NET-tel Corporation

____ On File _____
Signature

____ On File _____
Signature

____ Jerry D. Hendrix _____
Name

____ James K. Dize, Esq/. _____
Name

____ Sr. Director _____
Title

____ Secretary and General Counsel _____
Title

____ 5/31/00 _____
Date

____ May 26, 2000 _____
Date

Exhibit 1:

Rhythms, Inc.

Interconnection Agreement with
BellSouth

Exhibit 2:

NET-tel

MTA

- 2.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of NET-tel-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, NET-tel must still establish Points of Interconnection at all BellSouth access tandems where NET-tel NXXs are “homed”. If NET-tel does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, NET-tel can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where NET-tel does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth’s Ordering Guidelines.
- 2.10 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on NET-tel’s NXX Access Tandem homing arrangement as specified by NET-tel in the national Local Exchange Routing Guide (LERG).
- 2.11 For NET-tel-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 2.12 The Parties agree that compensation for the BellSouth transport and/or termination of NET-tel’s local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Attachment 11 for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.
- 2.13 To the extent NET-tel does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, NET-tel must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent NET-tel does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent NET-tel routes its traffic in such a way that utilizes BellSouth’s MTA service without properly ordering MTA service, NET-tel agrees to pay BellSouth the associated transport and termination charges.

EXECUTIVE SUMMARY
of
NET-tel Corporation
AL, FL, GA, KY, LA, MS, NC, SC, TN
Adoption of BellSouth/Rhythms Link k/n/a ACI Agreement

Agreement Effective Date: 05/31/2000	Agreement Expiration Date: 01/07/2001
Negotiator: Beth Shiroishi	Negotiator Tel No: 404-927-8997

Please be advised that the above named CLEC has adopted the BellSouth/Rhythms Link (k/n/a ACI) agreement in its entirety, with additional provisions for MTA. The term of the adopted agreement can only be for the remaining term of the original CLEC agreement.