

AGREEMENT

This Agreement, which shall become effective as of the 15th day of June, 1998, is entered into by and between SCSi, Inc. ("SCSi"), a South Carolina 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, 1997; 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, SCSi has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DeltaCom dated July 1, 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, SCSi and BellSouth hereby agree as follows:

1. SCSi and BellSouth shall adopt in its entirety the DeltaCom, Inc. Interconnection Agreement dated July 1, 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 DeltaCom Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section XVII.B. of the DeltaComm Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section XVII.B. of the DeltaCom Interconnection Agreement, the effective date shall be July 1, 1997.

3. At least 30 days after execution, BellSouth shall provide and make available to SCSI a copy of all amendments to the DeltaCom Interconnection Agreement executed after the effective date of this Agreement. SCSI shall notify BellSouth of acceptance or rejection of the amendment within 30 days of receipt of said 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.

CLEC Account Team
19th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

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

Mr. Brian Connelly
SCSI, Inc.
1901 Main Street
Suite 1125
Compartment 400
Columbia, SC 29201

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.

SCSI, Inc.

Signature

Signature

Jerry Hendrix

Brian Connelly

Director-Interconnection Services

President

June 19, 1998

June 18, 1998

Date

Date