

EXECUTIVE SUMMARY
of
JATO Communications Corporation
BellSouth/DIECA Standard Interconnection Agreement

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| Agreement Effective Date: August 24, 1999 | Agreement Expiration Date: November 30, 2000 |
| Negotiator: Susan Arrington | Negotiator Tel No: 404-927-7513 |
| Location of Executive Summary: s:\hendrix\arrington\jato | Location of Agreement and Amendment(s): s:\hendrix\arrington\jato |

Please be advised that the above named CLEC has adopted the BellSouth/DIECA 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 24 day of August, 1999, is entered into by and between JATO Communications Corporation, ("JATO"), a Delaware corporation, on behalf of itself and its subsidiaries, 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, JATO has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and DIECA Communications, Inc. d/b/a Covad Communications Company ("DIECA") dated December 1, 1998 for the state(s) of Alabama, Georgia, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

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

1. JATO and BellSouth shall adopt in its entirety the DIECA Interconnection Agreement dated December 1, 1998 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 DIECA Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

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| TOTAL | 446 |

2. In the event that JATO 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 JATO under this Agreement.

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the DIECA Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the DIECA Interconnection Agreement, the effective date shall be December 1, 1998.

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

5. 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 19th Street
Birmingham, Alabama 35203

and

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

JATO Communications Corporation

Pat Greene
1099 18th Street Suite 700
Denver, CO 80202

and

Kelley, Drye & Warren LLP
Attn: Brad Mutschelknaus
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036

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.

JATO Communications Corporation

Signature on File
Signature

Signature on File
Signature

Jerry D. Hendrix
Name

Patrick M. Green
Name

August 24, 1999
Date

August 23, 1999
Date

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
JATO COMMUNICATIONS CORPORATION AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED AUGUST 24, 1999**

Pursuant to this Agreement, (the "Amendment") JATO Communications Corporation and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 24, 1999 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Attachments hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Preface of the Agreement is hereby deleted in its entirety and replaced with the following:

The Agreement, which shall become effective as of the 24 day of August 1999, is entered into by and between JATO Communications Corporation, its operating subsidiary JATO Operating Two Corp. (collectively "JATO"), a Delaware corporation, on behalf of itself, its successors and assigns, 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."

2. All of the other provisions of the Interconnection Agreement, dated August 24, 1999, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to each Public Service Commission 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.

JATO Communications Corporation

By: Signature on File

Name: Patrick M. Green

Title: Vice President

Date: November 4, 1999

BellSouth Telecommunications, Inc.

By: Signature on File

Name: Jerry Hendrix

Title: Senior Director

Date: November 8 1999