

BELLSOUTH® / CLEC Agreement

Customer Name: Universal Telecom, Inc.

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By and Between
BellSouth Telecommunications, Inc.
And
Universal Telecom, Inc.

AGREEMENT

This Agreement, which shall become effective May 19, 2004, (Effective Date), is entered into by and between Universal Telecom, Inc. (UTI), a Kentucky 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, UTI has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCI WorldCom Communications, Inc. dated July 29, 2002 for the state of Kentucky, and

WHEREAS, the Kentucky Commission has ordered in Docket Number 2004-00172 that this agreement be made effective as of May 19, 2004, and

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

1. With the exceptions noted in Items 2 – 6, UTI and BellSouth shall adopt the MCI Interconnection Agreement dated July 29, 2002 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. The adoption of this agreement with amendment(s) and associated Adoption Exhibits consist of the following:

ITEM	NO. PAGES
Adoption Papers	6
Title Page	1
Exhibit 1-MCI WorldCom Communications, Inc. Kentucky Agreement dated 7/29/2002	717
• Table of Contents	
• General Terms and Conditions	
• Attachment 1	

• Attachment 2	
• Attachment 3	
• Attachment 4	
• Attachment 5	
• Attachment 6	
• Attachment 7	
• Attachment 8	
• Attachment 9	
• Attachment 10	
• Amendment dated KY Port Amendment	3
• Amendment dated UNE Combo Reinstatement-KY	2
• Amendment dated KY Expedite Rate and Notices Change	3
• Amendment dated PLF Factor, Recip Comp and Transit Traffic Amendment-KY	5
• Amendment dated Billing Dispute Payment Amendment-KY	3
Subtotal of Exhibit 1 w/amendments	733
TOTAL	740

2. The Parties further agree to delete in Attachment 4, Section 9.4.7 through 9.4.7.9 and replace with the following:

9.4.7 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 Digits) by a calling party in one Local Calling Area to an ISP server or modem in the same Local Calling Area. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

9.4.7.1 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in FCC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and Springboard agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Springboard that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Springboard further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Springboard that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

9.4.7.2 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.

3. In the event that UTI 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 UTI under this Agreement.

4. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in section 3 of the MCI Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 3 of the MCI Interconnection Agreement, the effective date shall be July 29, 2002.

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

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.

BellSouth Local Contract Manager
600 North 19th St., 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Universal Telecom, Inc.>>

David Wigginton-President
210 South First Street
P.O. Box 679
LaGrange, Kentucky 40031

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.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 6/21/04

Universal Telecom, Inc.

By: 

Name: David W. Wigginton

Title: President

Date: June 21, 2004

EXHIBIT 1