Title: _____

Date: _____

AMENDMENT NO. 3

This Amendment No. 3 to the End to End Test Agreement ("Agreement") among BellSouth Telecommunications, Inc. (hereinafter "BST"), XXXXXXX XXX (hereinafter "XXXXXXX"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 24th day of February 1997.

The above parties hereby agree that "Section III. TEST LOCATIONS" of the Agreement is amended by adding the following language at the end of the second paragraph of the said Section III:

"Additionally, the following tandem and end offices in Georgia shall be test locations:

END OFFICE	TANDEM	TYPE	CLLI
Dunwoody	NC	5ESS-Host	DNWDGAMA76A
Baxley	SV	5ESS-Host	BXLYGAES36A
Lumber City	SV	5ESS-RSM	LMCYGAMA36C
Marietta East	BU	1A	MRTTGAEA97F
Breman	BU	DMS100 Host	BRMNGAES53A
Tallapoosa	BU	DMS-RSC	TLLPGAES57F
Bowden	BU	DMS-RSC	BWDNGAMARS1
Pine Mountain	CB	5ESS-RSM	PNMTGAMARS1
Columbus Meadowood	CB	5ESS-Host	CLMBGAMW56C

TANDEM	NAME	TYPE	CLLI
Norcross	NC	5ESS	NRCRGAMA01T
Buckhead	BU	4ESS	ATLNGABU01T
Savannah	SV	DMS	SVNHGABS03T
Columbus	CB	DMS	CLMBGAMT01T

Validated with Georgia Operations and Network Plannning 1/27/97

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

XXXXXXX

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

AMENDMENT NO. 4

This Amendment No. 4 to the End to End Test Agreement ("Agreement") among BellSouth Telecommunications, Inc. (hereinafter "BST"), XXXXXXX XXX (hereinafter "XXXXXXX"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 28th day of April, 1997.

The above parties hereby agree that "Section III. TEST LOCATIONS" of the Agreement is amended by adding the following language at the end of the second paragraph of the said Section III:

"Additionally, the following tandem and end offices in Georgia shall be test locations:

END OFFICE	TANDEM	TYPE	CLLI
Dunwoody	NC	5ESS - Host	DNWDGAMA76A
Baxley	SV	5ESS - Host	BXLYGAES36A
Lumber City	SV	5ESS - RSM	LMCYGAMA36C
Marietta East	BU	IA	MRTTGAEA97F
Breman	BU	DMS100 Host	BRMNGAES53A
Tallapoosa	BU	DMS- RSC	TLLPGAES57F
Bowden	BU	DMS - RSC	BWDNGAMARS1
Pine Mountain	CB	5ESS - RSM	PNMTGAMARS1
Columbus	CB	5ESS - Host	CLMBGAMW56C
Meadowood	BU		ATLNGASS25F

Sandy Springs		1AES	
	NAME		**CLLI**
TANDEM		**TYPE**	
	NC		NRCRGAMA01T
Norcross		5ESS	
	BU		ATLNGABU01T
Buckhead		4ESS	
	SV		SVNHGABS03T
Savannah		DMS	
	CB		CLMBGAMT01T
Columbus		DMS	

Validated with Georgia Operations and Network Planning 1/27/97

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

XXXXXXX

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

AMENDMENT NO. 5

This Amendment No. 5 to the End to End Test Agreement ("Agreement") among BellSouth Telecommunications, Inc. (hereinafter "BST"), XXXXXXX XXX (hereinafter "XXXXXXX"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 1st day of July, 1997.

The above parties hereby agree that the following changes shall be made to the Agreement: (1) "Section II. TEST PERIOD" of the Agreement is amended by deleting the section in its entirety and replacing it with the following language:

The Test shall begin on or about November 1, 1996, and shall end on or about October 31, 1997 (the "Test Period"). The Test Period may be extended if mutually agreed to by the parties in writing.

(2) "Section III. TEST LOCATIONS" is amended by replacing the list of Georgia tandems and end offices in the second paragraphwith the following list:

END OFFICE	TANDEMTYPE		CLLI
Dunwoody	NC	5ESS - Host	DNWDGAMA76A
Baxley	SV	5ESS - Host	BXLYGAES36A
Lumber City	SV	5ESS - RSM	LMCYGAMA36C
Marietta East	BU	1A	MRTTGAEA97F
Breman	BU	DMS100 Host	BRMNGAES53A
Tallapoosa	BU	DMS - RSC	TLLPGAES57F
Bowden	BU	DMS - RSC	BWDNGAMARS1
Pine Mountain	CB	DMS - RSC	PNMTGAMARS1
Columbus Meadowood	CB	5ESS - RSM	CLMBGAMW56C
Sandy Springs	BU	5ESS - Host	ATLNGASS25F
Griffin Main	BU	1AES	GRFNGAMA22C
TANDEM	NAME	5ESS - Host	CLLI
Norcross	NC	TYPE	NRCRGAMA01T
Buckhead	BU	5ESS	ATLNGABU01T
Savannah	SV	4ESS	SVNHGABS03T
Columbus	CB	DMS	CLMBGAMT01T
		DMS	

Continue

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Transactions Between BellSouth Telecommunications, Inc. and BellSouth Long Distance Inc.

Filings and Positions

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

XXXXXXX

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

AMENDMENT NO. 6

This Amendment No. 6 to the End to End Test Agreement ("Agreement") among BellSouth Telecommunications, Inc. (hereinafter "BST"), XXXXXXX XXX (hereinafter "XXXXXXX"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 1st day of October, 1997.

The above parties hereby agree that the following changes shall be made to the Agreement:

"Section III. TEST LOCATIONS" is amended by adding the following at the end of the Section. Further, the following end offies in South Carolina shall be

included as test locations:

END OFFICE	TYPE	TANDEM	CLLI
Charlotte-Lake Wylie	RS1	CHRLNCCA05T	LKWYSCRSRS1
Greenville-Woodruff Rd.	D100	GNVLSCDT60T	GNVLSCWR28F
- Greer	5ESS	GNVLSCDT60T	GRERSCMA87E
Columbia-Senate St.	D100	CLMASCSN60T	CLMASCSN79F
- Swift	5ESS	CLMASCSA60T	CLMASCSW79E
- Camden Ma.	5ESS	CLMASCSA6OT	CMDNSCMA43F
Charleston-Charleston D/T	D100	CHTNSCDT60T	CHTNSCDT72E
Charleston-West Ashley	1AESS	CHTNSCDT60T	CHTNSCWA55E
Florence-Hartsville	5ESS	FLRNSCMA6OT	HTVLSCMA33E
Augusta-Aiken	5ESS	AGSTGAMT03T	AIKNSCMA64E

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

XXXXXXX

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: _____
(signature)

By: _____
(printed name)

Title: _____

Date: _____

Amendment No. 7

This Amendment No. 7 to the End to End Test Agreement ("Agreement") among BellSouth Telecommunications, Inc. (hereinafter "BST"), AT&T Corp. (hereinafter "AT&T), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 27 day of January, 1998.

The above parties hereby agree that the following changes shall be made to the Agreement:

(1) "Section II. TEST PERIOD" is amended by deleting the termination date of the Test Period and replacing it with "April 1, 1998."

(2) "Secion III. TEST LOCATIONS" is further amended by deleting language designating Florida test locations and substituting the following language:

"Testing in the state of Florida having been completed by the parties heretofore, the parties agree that AT&T shall , as soon as resonably possible, issue orders for BST to remove PIC 377 from translations in BST's end offices and tandems."

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

BellSOuth Telecommunications, Inc.

By: Joseph M. Baker
(signature)

By:
(printed name)

Title: Vice President, Sales

Date: 1/27/98

AT&T

By: John R. Mulhearn, Jr.
(signature)

By:
(printed name)

Title: Carrier Markets VP

Date: 1/22/98

BellSouth Long Distance, Inc.

By: Rex M. Adams
(signature)

By:
(printed name)

Title: Vice President

Date: 12/4/97

90828

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Transactions Between BellSouth Telecommunications, Inc. and BellSouth Long Distance Inc.

Filings and Positions

END TO END TEST AGREEMENT

This Agreement made and entered into this _____ day of _____, 1998, by and between BellSouth Telecommunications, Inc., a Georgia corporation (hereinafter "BST"), and BellSouth Long Distance, Inc., a Georgia corporation (hereinafter "BSLD").

WHEREAS, BST provides interexchange access services pursuant to its various tariffs; and

WHEREAS, BSLD wishes to obtain such access service to trial transport service which it provides or will provide for sale to end users.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. PURPOSE OF THIS TEST

The purpose of this Test is to enable the parties to this Agreement to test various electronic and manual interfaces and systems which are necessary to the parties' provision of the services which they offer to each other and/or to telecommunications end users.

II. TEST PERIOD

The Test shall begin on or about _____, 1998, and shall end on or about _____, 1998 (the "Test Period"). The Test Period may be extended if mutually agreed to by the parties in writing.

III. TEST LOCATIONS

Test locations shall be in BST tandems and end offices as set forth in Attachment 1 which is hereby made a part of this Agreement as if fully incorporated herein.

IV. FINANCIAL RESPONSIBILITIES

BST's normal tariff charges shall apply for the Test. Such charges shall be billed to BSLD. BSLD shall pay BST, as appropriate, residence, business, and operator services rates as established in BST's Federal and State Access Tariffs. Except as specifically provided in this article IV, each party shall bear its own expense in order to participate in this trial.

V. BST'S DUTIES

A. BST shall establish internal procedures to ensure that the only lines that will be presubscribed to CIC 187 during the Test Period are lines associated with the numbers on the Approved ANI List to be provided by BSLD and that calls originating from any number not on the Approved ANI List will not be completed during the Test Period.

B. BST will process ASRs submitted by BSLD to establish special trunk groups to carry traffic directed to CIC 187.

C. BST will activate CIC 187 as a valid code in the Equal Access Service Center ("EASC") at the offices set forth in Attachment 1 of this Agreement..

D. BST will process PIC change orders to CIC 187.

VI. BSLD's DUTIES

A. BSLD shall supply to BST in a format determined by BST orders to presubscribe a total of _____ residence and business end user customer accounts to BSLD as the LPIC (where permissible) and PIC for each such account.

VII. SHARED DUTIES

The parties shall participate in joint planning prior to the beginning of the actual test. Each party shall bear its own administrative costs of participating in such planning.

VIII. CONFIDENTIAL/PROPRIETARY INFORMATION

A. Confidential Information

(1) Information furnished or disclosed by one party or its agent or representative (the "Originating Party) to the other party or its agent or representative (the "Receiving Party") in connection with or in contemplation of this Agreement (including but not limited to proposals, contracts, tariff and contract drafts, specifications, drawings, network designs and design proposals, pricing information, strategic plans, computer programs, software and documentation, and other technical or business information related to current and anticipated BST or BSLD products and services), shall be "Confidential Information."

(2) If such information is in written or other tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) when disclosed to the Receiving Party, it shall be Confidential Information only if it is identified by clear and conspicuous markings to be confidential and/or proprietary information of the Originating Party; provided, however, that all written or oral proposals exchanged between the parties regarding pricing of the Services shall be Confidential Information, whether or not expressly indicated by markings or statements to be confidential or proprietary.

(3) If such information is not in writing or other tangible form when disclosed to the Receiving Party, it shall be Confidential Information only if (1) the original disclosure of the information is accompanied by a statement that the information is confidential and/or proprietary, and (2) the Originating Party provides a written description of the information so disclosed, in detail reasonably sufficient to identify such information, to the Receiving Party within thirty (30) days after such original disclosure.

(4) The terms and conditions of this Agreement shall be deemed Confidential Information as to which each party shall be both an Originating Party and a Receiving Party.

(5) Confidential Information shall be deemed the property of the Originating Party.

(6) The following categories of information shall not be Confidential Information:

(a) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; or

(b) obtained from a source other than the Originating Party through no breach of confidence by the Receiving Party; or

(c) in the public domain when received, or thereafter enters the public domain through no fault of the Receiving Party; or

(d) disclosed by the Originating Party to a third party without restriction;

(e) lawfully in the possession of the Receiving Party at the time of receipt from the Originating Party.

(7) Rights and obligations provided by this Section shall take precedence over specific legends or statements associated with information when received.

B. Protection of Confidentiality

A Receiving Party shall hold all Confidential Information in confidence during the Term and for a period of three (3) years following the end of the Term or such other period as the parties may agree. During that period, the Receiving Party:

(1) shall use such Confidential Information solely in furtherance of the matters contemplated by this Agreement and related to either party's performance of this Agreement;

(2) shall reproduce such Confidential Information only to the extent necessary for such purposes;

(3) shall restrict disclosure of such Confidential Information to such of its employees or its affiliate's employees as have a need to know such information for such purposes only.

(4) shall advise any employees to whom such Confidential Information is disclosed of the obligations assumed in this Agreement;

(5) shall not disclose any Confidential Information to any third party (not including disclosure to a BellSouth subsidiary) without prior written approval of the Originating Party except as expressly provided in this Agreement; and

(6) shall take such other reasonable measures as are necessary to prevent the disclosure, unauthorized use or publication of Confidential Information as a prudent business person would take to protect its own similar confidential information, including, at a minimum, the same measures it uses to prevent the disclosure, unauthorized use or publication of its own

similar proprietary or confidential information.

C. Disclosure to or by Affiliates or Subcontractors

In the absence of a contrary instruction by a party, such party's affiliates and its subcontractors performing work in connection with this Agreement shall be deemed agents of such party for purposes of receipt or disclosure of Confidential Information. Accordingly, any receipt or disclosure of Confidential Information by a party's affiliate, or its subcontractor performing work in connection with this Agreement, shall be deemed a receipt or disclosure by the party.

D. Return or Destruction of Confidential Information

(1) Upon termination of this Agreement, or at an earlier time if the information is no longer needed for the purposes described in this Section IX, each party shall cease use of Confidential Information received from the other party and shall use its best efforts to destroy all such Confidential Information, including copies thereof, then in its possession or control. Alternatively, or at the request of the originating party, the Receiving Party shall use its best efforts to return all such Confidential Information and copies to the Originating Party.

(2) Any Confidential Information that is contained in databases and/or mechanized systems in such a manner that it reasonably cannot be isolated for destruction or return, shall continue to be held in confidence subject to the provisions of this Agreement.

(3) The rights and obligations of the parties under this Agreement with respect to any Confidential Information returned to the Originating Party shall survive the return of the Confidential Information.

E. Disclosure to Consultants

A Receiving Party may disclose Confidential Information to a person or entity (other than a direct competitor of the Originating Party) retained by the Receiving Party to provide advice, consultation, analysis, legal counsel or any other similar services ("Consulting Services") in connection with this Agreement or the Services (such person or entity hereinafter referred to as "Consultant") only with the Originating Party's prior permission (which shall not be unreasonably withheld) and only after the Disclosing Party provides to the Originating Party a copy of a written agreement by such Consultant (in a form reasonably satisfactory to the Originating Party):

(a) to use such Confidential Information only for the purpose of providing Consulting Services to the Receiving Party; and

(b) to be bound by the obligations of a Receiving Party under this Agreement with respect to such Confidential Information.

F. Required Disclosure

(a) A Receiving Party may disclose Confidential Information if such disclosure is in response to an order or request from a court, the FCC, or other regulatory body; provided, however, that before making such disclosure, the Receiving Party shall first give the Originating Party reasonable notice and opportunity to object to the order or request, and/or to obtain a protective order covering the Confidential Information to be disclosed.

(b) If the Federal Communications Commission ("Commission") or a state regulatory entity with applicable jurisdiction orders either party to file this Agreement with the Commission or such state regulatory entity pursuant to authority granted by law or regulation, the party charged with such filing shall provide notice to the other party as provided in Section X and file the Agreement to the extent required. Each party shall request confidential treatment in connection with such filing.

G. Injunctive Remedy

In the event of a breach or threatened breach by a Receiving Party or its agent or representative of the terms of this Section IX, the Originating Party shall be entitled to an injunction prohibiting such breach in addition to such other legal and equitable remedies as may be available to it in connection with such breach. Each party acknowledges that the Confidential Information of the other party is valuable and unique and that the use or disclosure of such Confidential Information in breach of this Agreement will result in irreparable injury to the other party.

IX. NOTICES

Notices given pursuant to this Agreement shall be sent by U. S. Mail, first class, postage prepaid, or by facsimile, to the following addresses:

A. BST

_____

_____

_____

Facsimile Number _____

B. BSLD

_____

_____

_____

Facsimile Number _____

X. PUBLICITY AND PROMOTION

Each party agrees that there will not be any publicity or promotion relating to this Test.

XI. LIABILITY

Neither the parties (nor their respective affiliates) will be liable to each other for any direct, incidental, special or consequential damages, including lost profits, sustained or incurred in connection with the performance or non-performance of this Test, whether in tort, contract, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, except for the obligation to pay charges for services provided.

XII. TERMINATION

Either party, in its sole discretion, may terminate this Agreement upon ten (10) days written notice to the other parties.

XIII. MODIFICATION

This Agreement can be changed or modified only by written amendment signed by each of the parties.

XIV. COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings.

This Agreement is effective this _____ day of _____, 1998. **BELLSOUTH TELECOMMUNICATIONS, INC.**

By: _____
(signature)

By: _____
(printed name)

Title: _____
Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: Joseph M. Gilman
(signature)

By: _____
(printed name)

Title: Sr. VP - Bus. Opns
Date: 4/28/98

Attachment 1

STATE	TANDEM	END OFFICES	
	Louisiana	NWORLAMAOGT	All subtending BST end offices and NWORLAMADOSOand MWORLAMUDSO
	Mississippi	JCSNMSCPO6T	All subtending BST end offices and JCSNMSCPDS2
	Georgia	ATLNGABU01T	ALl subtending BST end offices and ATLNGABUDS2
	Alabama	BRHMALMTOGT	All subtending BST end offices and BRHMALMTDS1
	South Carolina	GNVLSCDT60T	All subtending BST end offices and GNVLSCDT23F
	North Carolina	CHRLNCCA05T	All subtending BST end offices and CHRLNCCA34G
	Florida	NDADFLGG04T	All subtending BST end offices and NDADFLGGDSO

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Transactions Between BellSouth Telecommunications, Inc. and BellSouth Long Distance Inc.

Filings and Positions

END TO END TEST AGREEMENT

This Agreement made and entered into this 12 day of June, 1997, by and between BellSouth Telecommunications, Inc., a Georgia corporation (hereinafter "BST"), and BellSouth Long Distance, Inc., a Georgia corporation (hereinafter "BSLD").

WHEREAS, BST provides intraLATA toll service to end users pursuant to its various tariffs and such services are available for resale in the state of Georgia; and

WHEREAS, BSLD intends to provide local toll service as a reseller of BST's services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I.PURPOSE OF THIS TEST

The purpose of this Test is to enable the parties to this Agreement to test various electronic and manual interfaces and systems which are necessary to the parties' provision of the services which they offer to each other and/or to telecommunications end users.

II.TEST PERIOD

The Test shall begin on or about May 19, 1997, and shall end on or about July 1, 1997 (the "Test Period"). The Test Period may be extended if mutually agreed to by the parties in writing.

III.TEST LOCATIONS

Test locations shall be in BST tandems and end offices as set forth in Attachment 1 which is hereby made a part of this Agreement as if fully incorporated herein.

IV.FINANCIAL RESPONSIBILITIES

BST's normal tariff charges shall apply for the Test. Such charges shall be billed to BSLD. BSLD shall pay BST, as appropriate, residence, business, and operator services rates as established in BST's General Subscriber Services Tariff A18 less any applicable resale discount for intraLATA toll messages billed to BSLD. Except as specifically provided in this article IV, each party shall bear its own expense in order to participate in this trial.

V.BST'S DUTIES

A.BST shall route through Carrier Identification Code (CIC) 5124 each intraLATA toll call resold by BSLD. Such traffic shall include

but not be limited to 0+, Directory Assistance, and Verify and Interrupt service.

B.BST shall place the CIC code of 377 on the CRIS billing account of each end user that purchases resold intraLATA toll from BSLD. BSLD shall be the Local PIC (LPIC) for each such resold end user.

C.BST shall through its CRIS billing system examine each local toll message (intraLATA) recorded and reference the corresponding originating end user account to determine handling of the call. For calls covered by a Local Calling Plan as identified by a Local Settlement Code, the message will be billed to the end user as a BST provided call. If the call is not associated with any BST calling plan, then the local toll call, when originated by a resold BSLD customer, will be recorded and then sent to BSLD for billing. At BSLD's request, such message can be provided to BSLD either rated or unrated, if rated the rate shall be that of BST for the same call.

D.Billing will be provided to BSLD on a bulk basis by processing cycle and by Revenue Accounting Office (RAO). BSLD shall be sent one bill per month per RAO. Each bill shall set forth a total net charge for the messages billed during each processing cycle and a total for all processing cycles covered by the bill. Daily Usage Feed (DUF) charges will also be included on such bills.

VI.BSLD's DUTIES

A.BSLD shall supply to BST in a format determined by BST orders to presubscribe a total of 200 residence and business end user customer accounts to BSLD as the LPIC for each such account.

VII.GENERAL

Charges for DUF shall apply per the applicable agreement between the parties. DUF shall be the vehicle for BSLD's receipt of its toll messages data from BST.

VIII.CONFIDENTIAL/PROPRIETARY INFORMATION

A.Confidential Information

(1)Information furnished or disclosed by one party or its agent or representative (the "Originating Party) to the other party or its agent or representative (the "Receiving Party") in connection with or in contemplation of this Agreement (including but not limited to proposals, contracts, tariff and contract drafts, specifications, drawings, network designs and design proposals, pricing information, strategic plans, computer programs, software and documentation, and other technical or business information related to current and anticipated BST or BSLD products and services), shall be "Confidential Information."

(2)If such information is in written or other tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) when disclosed to the Receiving Party, it shall be Confidential Information only if it is identified by clear and conspicuous markings to be confidential and/or proprietary information of the Originating Party; provided, however, that all written or oral proposals exchanged between the parties regarding pricing of the Services shall be Confidential Information, whether or not expressly indicated by markings or statements to be confidential or proprietary.

(3)If such information is not in writing or other tangible form when disclosed to the Receiving Party, it shall be Confidential Information only if (1) the original disclosure of the information is accompanied by a statement that the information is confidential and/or proprietary, and (2) the Originating Party provides a written description of the information so disclosed, in detail reasonably sufficient to identify such information, to the Receiving Party within thirty (30) days after such original disclosure.

(4)The terms and conditions of this Agreement shall be deemed Confidential Information as to which each party shall be both an Originating Party and a Receiving Party.

(5)Confidential Information shall be deemed the property of the Originating Party.

(6)The following categories of information shall not be Confidential Information:

(a)known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; or

(b)obtained from a source other than the Originating Party through no breach of confidence by the Receiving Party; or

(c)in the public domain when received, or thereafter enters the public domain through no fault of the Receiving Party; or

(d)disclosed by the Originating Party to a third party without restriction;

(e)lawfully in the possession of the Receiving Party at the time of receipt from the Originating Party.

(7)Rights and obligations provided by this Section shall take precedence over specific legends or statements associated with information when received.

B.Protection of Confidentiality

A Receiving Party shall hold all Confidential Information in confidence during the Term and for a period of three (3) years following the end of the Term or such other period as the parties may agree. During that period, the Receiving Party:

(1)shall use such Confidential Information solely in furtherance of the matters contemplated by this Agreement and related to either party's performance of this Agreement;

(2)shall reproduce such Confidential Information only to the extent necessary for such purposes;

(3)shall restrict disclosure of such Confidential Information to such of its employees or its affiliate's employees as have a need to know such information for such purposes only.

(4)shall advise any employees to whom such Confidential Information is disclosed of the obligations assumed in this Agreement;

(5)shall not disclose any Confidential Information to any third party (not including disclosure to a BellSouth subsidiary) without prior written approval of the Originating Party except as expressly provided in this Agreement; and

(6)shall take such other reasonable measures as are necessary to prevent the disclosure, unauthorized use or publication of Confidential Information as a prudent business person would take to protect its own similar confidential information, including, at a minimum, the same measures it uses to prevent the disclosure, unauthorized use or publication of its own similar proprietary or confidential information.

C.Disclosure to or by Affiliates or Subcontractors

In the absence of a contrary instruction by a party, such party's affiliates and its subcontractors performing work in connection with this Agreement shall be deemed agents of such party for purposes of receipt or disclosure of Confidential Information. Accordingly, any receipt or disclosure of Confidential Information by a party's affiliate, or its subcontractor performing work in connection with this Agreement, shall be deemed a receipt or disclosure by the party.

D.Return or Destruction of Confidential Information

(1)Upon termination of this Agreement, or at an earlier time if the information is no longer needed for the purposes described in this Section IX, each party shall cease use of Confidential Information received from the other party and shall use its best efforts to destroy all such Confidential Information, including copies thereof, then in its possession or control. Alternatively, or at the request of the originating party, the Receiving Party shall use its best efforts to return all such Confidential Information and copies to the Originating Party.

(2)Any Confidential Information that is contained in databases and/or mechanized systems in such a manner that it reasonably cannot be isolated for destruction or return, shall continue to be held in confidence subject to the provisions of this Agreement.

(3)The rights and obligations of the parties under this Agreement with respect to any Confidential Information returned to the Originating Party shall survive the return of the Confidential Information.

E.Disclosure to Consultants

A Receiving Party may disclose Confidential Information to a person or entity (other than a direct competitor of the Originating Party) retained by the Receiving Party to provide advice, consultation, analysis, legal counsel or any other similar services ("Consulting Services") in connection with this Agreement or the Services (such person or entity hereinafter referred to as "Consultant") only with the Originating Party's prior permission (which shall not be unreasonably withheld) and only after the Disclosing Party provides to the Originating Party a copy of a written agreement by such Consultant (in a form reasonably satisfactory to the Originating Party):

(a)to use such Confidential Information only for the purpose of providing Consulting Services to the Receiving Party; and

(b)to be bound by the obligations of a Receiving Party under this Agreement with respect to such Confidential Information.

F.Required Disclosure

(a)A Receiving Party may disclose Confidential Information if such disclosure is in response to an order or request from a court, the

FCC, or other regulatory body;

provided, however, that before making such disclosure, the Receiving Party shall first give the Originating Party reasonable notice and opportunity to object to the order or request, and/or to obtain a protective order covering the Confidential Information to be disclosed.

(b)If the Federal Communications Commission ("Commission") or a state regulatory entity with applicable jurisdiction orders either party to file this Agreement with the Commission or such state regulatory entity pursuant to authority granted by law or regulation, the party charged with such filing shall provide notice to the other party as provided in Section X and file the Agreement to the extent required. Each party shall request confidential treatment in connection with such filing.

G.Injunctive Remedy

In the event of a breach or threatened breach by a Receiving Party or its agent or representative of the terms of this Section IX, the Originating Party shall be entitled to an injunction prohibiting such breach in addition to such other legal and equitable remedies as may be available to it in connection with such breach. Each party acknowledges that the Confidential Information of the other party is valuable and unique and that the use or disclosure of such Confidential Information in breach of this Agreement will result in irreparable injury to the other party.

IX.NOTICES

Notices given pursuant to this Agreement shall be sent by U. S. Mail, first class, postage prepaid, or by facsimile, to the following addresses:

A.BST

Joe Romano

_____

_____

Facsimile Number _____

B.BSLD

Bob Gray

_____

_____

Facsimile Number _____

X.PUBLICITY AND PROMOTION

Each party agrees that there will not be any publicity or promotion relating to this Test.

XI.LIABILITY

Neither the parties (nor their respective affiliates) will be liable to each other for any direct, incidental, special or consequential damages, including lost profits, sustained or incurred in connection

with the performance or non-performance of this Test, whether in tort, contract, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, except for the obligation to pay charges for services provided.

XII.TERMINATION

Either party, in its sole discretion, may terminate this Agreement upon ten (10) days written notice to the other parties.

XIII.MODIFICATION

This Agreement can be changed or modified only by written amendment signed by each of the parties.

XIV.COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings.

This Agreement is effective this 12 day of June, 1997.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

(signature)

By: _____

(printed name)

Title: _____

Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: _____

(signature)

By: _____

(printed name)

Title: _____

Date: _____

Attachment 1

END OFFICE	TANDEM	TYPE	CLLI
Dunwoody	NC	5ESS-Host	DNWDGAMA76A
Baxley	SV	5ESS-Host	BXLYGAES36A
Lumber City	SV	5ESS-RSM	LMCYGAMA36C
Marietta East	BU	IA	MRTTGAEA97F
Breman	BU	DMS100	BRMNGAES53A
Tallapoosa	BU	Host	TLLPGAES57F
Bowden	BU	DMS-RSC	BWDNGAMARS1
Pine Mountain	CB	DMS-RSC	PNMTGAMARS1
Columbus	CB	5ESS-RSM	CLMBGAMW56C
Meadowood	BU	5ESS-Host	ATLNGASS25F
Sandy Springs		1AES	

TANDEM	NAME	TYPE	CLLI
			NRCRGAMA01T
Norcross	NC	5ESS	ATLNGABU01T
Buckhead	BU	4ESS	SVNHGABS03T
Savannah	SV	DMS	CLMBGAMT01T
Columbus	CB	DMS	

AMENDMENT NO. 1

This Amendment No. 1 to the End to End Test Agreement ("Agreement") between BellSouth Telecommunications, Inc. (hereinafter "BST"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 12 day of July, 1997.

The above parties hereby agree that the following changes shall be made to the Agreement: (1) "Section II. TEST PERIOD" of the Agreement is amended by deleting the section in its entirety and replacing it with the following language:

The Test shall begin on or about , 1997, and shall end on or about October 31, 1997 (the "Test Period"). The Test Period may be extended if mutually agreed to by the parties in writing.

(2) The language in Attachment 1 is deleted and replaced by the following:

END OFFICE	TANDEM	TYPE	CLLI
Dunwoody	NC	5ESS-Host	DNWDGAMA76A
Baxley	SV	5ESS-Host	BXLYGAES36A
Lumber City	SV	5ESS-RSM	LMCYGAMA36C
Marietta East	BU	1A	MRTTGAEA97F
Breman	BU	DMS100	BRMNGAES53A
Tallapoosa	BU	Host	TLLPGAES57F
Bowden	BU	DMS-RSC	BWDNGAMARS1
Pine Mountain	CB	DMS-RSC	PNMTGAMARS1
Columbus	CB	5ESS-RSM	CLMBGAMW56C
Meadowood	BU	5ESS-Host	ATLNGASS25F
Sandy Springs	BU	1AES	GRFNGAMA22C
Griffin Main		5ESS-Host	

TANDEM	NAME	TYPE	CLLI
Norcross	NC	5ESS	NRCRGAMA01T
Buckhead	BU	4ESS	ATLNGABU01T
Savannah	SV	DMS	SVNHGABS03T
Columbus	CB	DMS	SLMBGAMT01T

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

(signature)

By: _____

(printed name)

Title: _____

Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: _____

(signature)

By: _____

(printed name)

Title: _____

Date: _____

AMENDMENT NO. 2

This Amendment No. 2 to the End to End Test Agreement ("Agreement") between BellSouth Telecommunications, Inc. (hereinafter "BST"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 16 day of September, 1997.

The above parties hereby agree that the following change shall be made to the Agreement:

The language in Attachment 1 is deleted and replaced by the following:

END OFFICE	TYPE	TANDEM	CLLI
Charlotte-Lake Wylie	RS1	CHRLNCCA05T	LKWYSCRSRS1
Greenville-Woodruff Rd. - Greer	D100 5ESS	GNVLSCDT60T GNLVSCDT60T	GNVLSCWR28F GRERSCMA87E
Columbia-Senate St. - Swift - Camden Ma.	D100 5ESS 5ESS	CLMASCSN60T CLMASCSA60T CLMASCSA60T	CLMASCSN79F CLMASCSW79E CMDNSCMA43F
Charleston-Charleston D/T	D100 1AESS	CHTNSCDT60T CHTNSCDT60T	CHTNSCDT72E CHTNSCWA55E
Charleston-West Ashley	5ESS	FLRNSCMA60T	HTVLSCMA33E
Florence-Hartsville	5ESS	AGSTGAMT03T	AIKNSCMA64E
Augusta-Aiken			

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

(signature)

By: _____

(printed name)

Title: _____

Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: _____

(signature)

By: _____

(printed name)

Title: _____

Date: _____

AMENDMENT NO. 3

This Amendment No. 3 to the End to End Test Agreement ("Agreement") between BellSouth Telecommmunications, Inc. (hereinafter "BST"), and BellSouth Long Distnace, Inc. (hereinafter "BSLD") is made and entered into this 17 day of December, 1998.

The above parties hereby agree that the following change shall be made to the Agreement:

"Section II. TEST PERIOD" is amended by deleting the termination date of the Test Period and replacing it with "April 1, 1998."

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Joseph M Baker

(signature)

By: _____

(printed name)

Title: Vice President - Sales

Date: 12/17/97

BELLSOUTH LONG DISTANCE, INC.

By: Rex Adams

(signature)

By: _____

(printed name)

Title: Vice President

Date: 12/4/97

AMENDMENT NO. 4

This Amendment No. 4 to the End to End Test Agreement

("Agreement") between the undersigned parties is made and entered into this _____ day of _____, 1998.

The parties hereby agree that the following change shall be made to the Agreement:

(1) "Section II. TEST PERIOD" is amended by deleting the termination date and replacing it with "July 1, 1998."

(2) "Section III. TEST LOCATION" is amended by adding the following language at the end of the Section:

Additionally. the following Tandem end offices in Kentucky shall be included as test locations:

END OFFICE	TYPETANDEM	CLLI
Louisville/Armory Place	D100 LSVLKYAP2GT	LSVLKYAPDSO

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

(signature)

By: _____

(printed name)

Title: _____

Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: Joseph M. Gilman

(signature)

By: _____

(printed name)

Title: Sr VP. Bus. Ops.

Date: 4/23/98

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Please read our LEGAL AUTHORIZATIONS & NOTICES

V. *RATES AND CHARGES*

Transactions Between BellSouth Telecommunications, Inc. and BellSouth Long Distance Inc.

Filings and Positions

Interconnector shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following:

A. Non-recurring Fees. In addition to the Application Fee referenced in Article IV preceding, Interconnector shall remit payment of a Cable Installation Fee, Space Const ruction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due 30 days following In terconnector's acceptance of the Collocation Space. BellSouth shall provide documentation to establish the actual Space Preparation Fee. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection. The Space Preparation Fee will be pro rated as prescribed in Article IV.F preceding. The Space Enclosure Construction Fee is assessed for the materials and installation cost of the equipment enclosure. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Addi tional Engineering charges will be provided by BellSouth to Interconnector in the Application Response.

B. Floor Space. The floor space charge includes charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amper age necessary to power Interconnector's equipment. When the Collocation Space is enclosed by walls or other divider, Interconnector shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Interconnector shall pay floor space charges based upon the number of square feet contained in a shadow print of Interconnector's equipment racks and POT bay, plus a

factor of 2.50 (shadow print x (1 + 2.50)), representing the collocator's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Interconnector first occupies the Collocation Space, whichever is sooner.

C. Power. Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Interconnector's equipment or equipment cage. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Interconnector's certified vendor. The Interconnector's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to con struct additional power plant or upgrade the existing power plant in a central office as a result of Interconnector's request to collocate in that central office ("Power Plant Construction"), Interconnector shall pay all costs associated with th e Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth will notify Interconnector of the need for the Power Plant Construction and will estima te the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. Interconnector shall pay BellSouth one-half of the estimated Power Plant Construction costs prior to commencement of the work. Interconne ctor shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Interconnector has the option to perform the Power Plant Construction itself; provided, howe ver, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termina tion of this Agreement Interconnector shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon te rmination of this Agreement, such upgrades shall become the property of BellSouth.

D. Security Escort. A security escort will be required whenever a collocator or approved agent desires access to the entrance manhole or must traverse a restricted