



BellSouth Telecommunications, Inc.
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Tennessee
REGULATORY AUTHORITY
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Guy M. Hicks
General Counsel
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EXECUTIVE SECRETARY

October 11, 2001

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

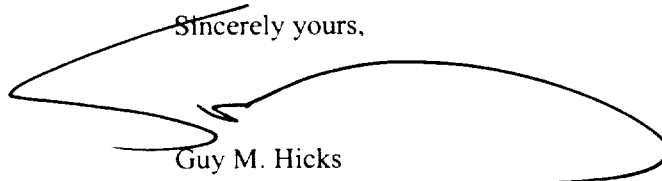
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Knology of Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~01-00105~~ *01-00884*

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Knology of Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated September 9, 2000. The Amendment replaces the existing liability and indemnification language in the General Terms and Conditions.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Chad Wachter, Esq., Knology Holdings, Inc.
Walt Sapronov, Esq., Gerry, Friend & Sapronov, LLP

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Knology of Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-00105~~ 01-00884

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND KNOLOGY OF TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Knology of Tennessee, Inc. ("Knology") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated September 9, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Knology and BellSouth state the following:

1. Knology and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Knology. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on April 3, 2001.

2. The parties have recently negotiated an Amendment to the Agreement which replaces the existing liability and indemnification language in the General Terms and Conditions. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Knology and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Knology within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Knology and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Knology and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 12th day of OCT, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

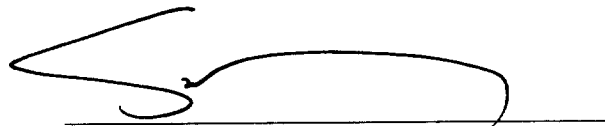
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 12 day of Oct, 2001:

Chad Wachter, Esq.
Vice President & General Counsel
Knology Holdings, Inc.
1201 O.G. Skinner Drive
West Point, Georgia 31833

Walt Saprnov, Esq.
Gerry, Friend & Saprnov, LLP
Three Ravinia Drive, Suite 1450
Atlanta, GA 30346



Guy M. Hicks

**First Amendment to
Interconnection Agreement by and among
Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc.,
Knology of Kentucky, Inc., Knology of North Carolina, Inc., Knology of South
Carolina, Inc., and Knology of Tennessee, Inc.
and
BellSouth Telecommunications, Inc.
Effective September 9, 2000**

This Amendment (the "Amendment") is made by and among Knology of Alabama, Inc., Knology of Florida, Inc., Knology of Georgia, Inc., Knology of Kentucky, Inc., Knology of North Carolina, Inc., Knology of South Carolina, Inc., and Knology of Tennessee, Inc. (collectively referred to as "Knology") and BellSouth Telecommunications, Inc. ("BellSouth") and is effective as of March 16, 2001 ("Effective Date").

WHEREAS Knology and BellSouth (hereinafter referred to collectively as the "Parties") desire to amend that certain Interconnection Agreement between BellSouth and Knology effective September 9, 2000 (the "Interconnection Agreement");

WHEREAS, the language in Section 8, Liability and Indemnification of the Interconnection Agreement, expired by its terms on March 15, 2001;

WHEREAS, both Parties request that the Interconnection Agreement be amended to reflect renegotiated language;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Knology and BellSouth hereby covenant and agree to make the following changes to the General Terms and Conditions of the Interconnection Agreement:

1. Delete language in Section 8, Liability and Indemnification, in its entirety and replace with the following:

8. Liability and Indemnification

- 8.1 Knology Liability. In the event that Knology consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Knology under this Agreement.

8.2 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other Party for any act or omission of another telecommunications company providing services to said other Party.

8.3 Limitation of Liability

8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any action, loss, cost, claim, judgement, damages, injury or liability or expense, including without limitation reasonable attorney's fees (collectively, "Loss") relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

Notwithstanding the foregoing, this limitation of liability shall not apply in the event of either Party's (1) gross negligence, (2) willful misconduct, or (3) material breach of any material term of this Agreement which has not been cured pursuant to the following terms. If either Party believes the other Party has materially breached this Agreement, the aggrieved party must notify the breaching Party and the breaching Party shall have sixty (60) days to cure such breach. Willful misconduct as used in this Section shall not include actions in reliance upon either Party's reasonable interpretation of this Agreement even if such term is ultimately found to be erroneous by the Commission, FCC, or court of competent jurisdiction. Further, failure to pay any undisputed sums due under this Agreement shall not be subject to the notice and cure provisions of this Section.

8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss or (ii) for Consequential Damages (defined hereunder). To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

- 8.3.3 Neither BellSouth nor Knology shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data (collectively, "Consequential Damages"). In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder from and against any Loss arising from the receiving Party's use of the services provided by the providing Party under this Agreement to the extent such Loss pertains to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any Loss claimed by the End User of the Party receiving services arising from such receiving Party's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES

DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

2. All other provisions of the Interconnection Agreement shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the 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.

BellSouth Telecommunications, Inc.

By: *C.W. Boltz*

Name: C.W. BOLTZ

Title: MANAGING DIRECTOR

Date: 6-26-01

Knology of Alabama, Inc.

By: *Chad S. Wachter*

Name: CHAD S. WACHTER

Title: VP / GENERAL COUNSEL

Date: 6/20/01

Knology of Florida, Inc.

By: *Chad S. Wachter*

Name: CHAD S. WACHTER

Title: VP / GENERAL COUNSEL

Date: 6/20/01

Knology of Georgia, Inc.

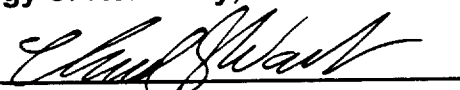
By: 

Name: CHAD S. WACHTER

Title: VP/GENERAL COUNSEL

Date: 6/20/01

Knology of Kentucky, Inc.

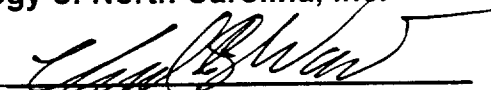
By: 

Name: CHAD S. WACHTER

Title: VP/GENERAL COUNSEL

Date: 6/20/01

Knology of North Carolina, Inc.

By: 

Name: CHAD S. WACHTER

Title: VP/GENERAL COUNSEL

Date: 6/20/01

Knology of South Carolina, Inc.

By: 

Name: CHAD S. WACHTER

Title: VP/GENERAL COUNSEL

Date: 6/20/01

Knology of Tennessee, Inc.

By: 

Name: CHAD S. WACHTER

Title: VP/GENERAL COUNSEL

Date: 6/20/01